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, October 3, 2023	**Regular Meeting**	**Following Work Session**

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

Live-stream:	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. **2023-277** Meeting Minutes
September 19, 2023 City Council Work Session
September 19, 2023 City Council Meeting

VII. Presentations

VIII. Public Hearing

IX. New Business

A. **2023-278** Request for Mayor and City Council Consideration of an Agreement with ARC for North Springs MARTA Station TOD & Peachtree Dunwoody Road Corridor Study
(Presented by William H. Martin, Jr. AIA Public Works Director)

B. **2023-279** Request for Mayor and City Council Consideration of a Resolution to Authorize City Staff to Apply for the Georgia Outdoor Stewardship Program Grant to

Partially Fund Construction of Trail Segment 2E
(Presented by Catherine Mercier-Baggett, Sustainability Manager)

C. **2023-280** Request for Mayor and City Council Consideration of a Resolution to Approve a Contract Award to Atkins North America, Inc. for Design and Other Services Related to the Morgan Falls Athletic Complex Improvements Project and to Authorize the City Manager to Execute the Contract
(Presented by Michael Perry, Director of Recreation and Parks)

D. **2023-281** Request for Mayor and City Council Consideration of approval of Change Order No. 1 for Reedwick, LLC for Construction of the Public Safety Fiber Project T9520
(Presented by William H. Martin, Jr. AIA Public Works Director)

E. **2023-282** Request for Mayor and City Council Consideration to Approve Resolution Authorizing Contract Award to Site Engineering, Inc. to Construct the 7140 Hunters Branch Drive Streambank Stabilization Project
(Presented by William H. Martin, Jr. AIA Public Works Director)

F. **2023-283** Request for Mayor and City Council Consideration of Consideration and Acceptance of a Purchase and Sale Agreement for Property Located at 424 Hammond Drive in Land Lot 71 of the 17th District of Fulton County, Georgia (Tax Parcel # 17-0071-0002-063-4); associated with the Hammond Drive Widening Project; Project Number S2193
(Presented by William H. Martin, Jr. AIA Public Works Director)

X. Reports

A. **2023-284** Mayor and Council Report

B. **2023-285** Staff Reports

XI. Executive Session - Real Estate & Litigation

XII. Adjournment

TO: Eden Freeman, City Manager

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

DATE: June 22, 2023 Submission for the October 3, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of an Agreement with ARC for North Springs MARTA Station TOD & Peachtree Dunwoody Road Corridor Study

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Recommendation:

City Staff recommends entering into a grant agreement with the Atlanta Regional Commission (the "ARC") to accept federal funding for the North Springs MARTA Station Transit Oriented Development Plan (the "TOD Plan") and Peachtree Dunwoody Road Corridor Study, as part of the 2023 Livable Centers Initiative Grant Program (the "Grant Program").

Background:

The ARC's Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles, and provide improved access to jobs and services. The program funds both Catalytic studies focused on visioning plans and Tactical studies focused on studies that aid in implementing the vision. The current project solicitation closed on March 7, 2023. The ARC's 2023 priority areas are affordable/diverse housing, creative placemaking, green infrastructure, and smart city technology.

The City of Sandy Springs (the "City") submitted a Tactical Study application on February 28, 2023 for the Peachtree Dunwoody Road Corridor Study for $175,000.00 (consisting of $140,000.00 in federal funding with a $35,000.00 local funded match). The study would develop a concept for the Peachtree Dunwoody Road Corridor, between Abernathy Road and Spalding Drive, that balances multimodal needs and identifies placemaking opportunities at the North Springs MARTA Station. In March 2023, the ARC requested the City expand the scope of the study to include a Transit Oriented Development Plan for the North Springs MARTA Station.

On June 13, 2023, the ARC awarded the City $250,000.00, consisting of $200,000.00 in federal funding and $50,000.00 in local funding, for development of the North Springs MARTA Station Transit Oriented Development Plan and Peachtree Dunwoody Road Corridor Study. The funding amount awarded is greater than the original amount requested since the scope of the study was expanded.

Discussion:

Peachtree Dunwoody Road, between Abernathy Road and Spalding Drive is a 1.75-mile, north-south connector street, connecting multi-family residential communities, single family home neighborhoods, the North Springs MARTA Station, Sandy Springs MARTA Station, and the Perimeter Center Improvement District (PCID). This corridor has a diverse mix of housing, and already has significant pedestrian activity but the corridor lacks pedestrian lighting and has minimal pedestrian and bicycle infrastructure.

The purpose of this study will be to identify the appropriate cross section(s) that will facilitate future mobility and align with the Perimeter Center LCI, MARTA Station Areas Small Area Plan, and Perimeter Small Area Plan's vision for a walkable, pedestrian friendly area. This study will also consider Peachtree Dunwoody Road as an appropriate option to continue the SR 400 trail northbound to Spalding Drive or identify other potential alignments for further consideration.

A Transit-Oriented Development ("TOD") plan will build off the MARTA Station Areas Small Area Plan vision for the North Springs Station, taking into consideration MARTA's TOD guidelines and the implications of future Bus Rapid Transit service at this station. As defined in MARTA's TOD guidelines, transit-oriented development means development that is vibrant, pedestrian-friendly, and genuinely integrated with transit. The TOD plan will reimagine how the MARTA-owned property at and near the station, including acres of undeveloped land, can become an even greater asset to the community.

The study recommendations will guide the future alignment of the SR 400 trail, provide a roadway solution that best balances multimodal needs, and create a more inviting and vibrant transit station for current transit users, future transit users, and the surrounding community.

Financial Impact:

A local match of 20% is required for the LCI Grant. City Staff estimates the North Springs MARTA Station Transit Oriented Development Plan and Peachtree Dunwoody Road Corridor Study would total $250,000.00 (consisting of $200,000.00 in federal funding and $50,000.00 local funding). The City currently has funds in Project No. T2401 that can provide the 20% required local match of up to $50,000.00.

Alternatives:

The City can choose not to enter into the Grant Agreement with the ARC and forego federal funding for this project. If the City does not enter into the Grant Agreement, the City can fund the plan with 100% local funds. The City may also choose to forego the plan at this time.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 8/3/2023
Marty Martin, Director of Public Works	Approved - 8/3/2023
Toni Carlisle, Chief Financial Officer	Approved - 8/4/2023
Dan Lee, City Attorney	Approved - 8/9/2023
Eden Freeman, City Manager	Final Approval - 9/29/2023

Attachments:

1. Resolution_LCI_Grant_Agreement_2023.09.15
2. City of Sandy Springs Contract_Revised_2023.09.14

RESOLUTION NO. 2023-__________

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE A GRANT AGREEMENT WITH THE ATLANTA REGIONAL COMMISSION FOR THE NORTH SPRINGS MARTA STATION TRANSIT ORIENTED DEVELOPMENT PLAN AND PEACHTREE DUNWOODY ROAD CORRIDOR STUDY AS PART OF THE 2023 LIVABLE CENTERS INITIATIVE

WHEREAS, the City of Sandy Springs' adopted Transportation Master Plan; Bicycle, Pedestrian, and Trail Plan; The Next 10 Comprehensive Plan; MARTA Station Small Area Plan and Perimeter Center Small Area Plan have recommended a bicycle and pedestrian infrastructure on Peachtree Dunwoody Road; and

WHEREAS, the Transportation Master Plan identified vehicular capacity concerns at intersection and there is a need to balance needs of different modes on Peachtree Dunwoody Road; and

WHEREAS, the expansion of the SR 400 trail network is a high regional priority to provide alternative transportation in the GA 400 corridor, businesses, schools, and MARTA stations and stops; and

WHEREAS, the North Springs MARTA Station is currently designed to be auto-centric and provides an unwelcoming environment to those who arrive on bike or foot;

WHEREAS, the City of Sandy Springs (the "City") submitted an application for the Peachtree Dunwoody Road Corridor Study (the "Project") to the 2023 Livable Centers Initiative Program on February 28, 2023 and was awarded federal funding for the Project on June 13, 2023; and

WHEREAS, the ARC administers the federal funding to the Project, and as such, requires the City to provide a local match of 20% of funds (up to $50,000.00), with a federal grant match of 80% (up to $200,000.00), for a total of $250,000.00 to complete a certain scope of work, as described in the Grant Agreement.

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

1. The attached Grant Agreement with the Atlanta Regional Commission for the 2023 Livable Center Initiative program for the North Springs MARTA Station TOD Plan and Peachtree Dunwoody Road Corridor Study is hereby approved; and

2. That the City Manager is hereby authorized to execute the attached Grant Agreement, subject to such minor revisions and approval the City Attorney and Chief Financial Director.

RESOLVED, this the 3rd day of October, 2023.

Approved:

____
Russell K. Paul, Mayor

Attest:

____
Raquel D. González, City Clerk

(Seal)

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this ____ day of _____, 2023, by and between City of Sandy Springs, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.

2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.

3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before November 30, 2024.

4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed $200,000.

5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding

the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

   Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.

9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

10. Indemnification. To the extent permitted by Georgia law, the Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees form and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Subgrantee or any person employed by the Subgrantee.

11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

    All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Chief Operating Officer as her agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or her authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.

13. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

14. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.

15. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.

16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the

work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.

17. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

18. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

19. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

20. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.

21. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

22. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased

manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.

25. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.

26. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall

not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.

28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.

29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends $750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:

   a. For all agreements:

      i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.

ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

b. For agreements involving either full or partial federal financial assistance for construction projects(s):

   i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

   ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.

c. For agreements exceeding $100,000.00 in federal financial assistance:

   i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.

d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

31. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC

Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

32. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.

33. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

34. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.

36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.

37. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by ARC's Chief Operating Officer who, after advisory consultation with all appropriate ARC officials (e.g., General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Chief Operating Officer shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the ARC Office of General Counsel.

    The decision of the Chief Operating Officer shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the Chief Operating Officer shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the Chief Operating Officer. A copy of the decision shall also be furnished to the ARC Office of General Counsel.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the Chief Operating Officer's decision.

Nothing in the foregoing shall be construed as making final the decisions of the Chief Operating Officer or the Executive Director as such decision relate to question of law.

38. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.

39. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST: CITY OF SANDY SPRINGS, GEORGIA

______________________________ By: ____

Title: ____

ATTEST: ATLANTA REGIONAL COMMISSION

______________________________ By: ____
ARC Assistant Secretary Executive Director

By: ____
Chairman

ATTACHMENT A

Scope of Work

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) subelement:

106ETS- Regional Transportation Planning Studies

II. Area covered: All the necessary services provided in this subgrant contract will support the development of a Transit Oriented Development (TOD) study for the North Springs MARTA Station and along the Peachtree Dunwoody Road corridor between Abernathy Road and Spalding Drive. The study area may extend beyond these limits if needed for logical termini purposes.

III. Goal: The Regional Transportation Planning Study (RTPS) program provides local governments and Community Improvement Districts funds for transportation plans, corridor studies and feasibility studies that support the goals and objectives of the Atlanta Region's Plan. The purpose of these studies is to develop project concepts that improve safety, mobility and access to all roadway users, while also preparing them for advancement to Scoping and/or PE phases (in future TIP project solicitations).

IV. Work Tasks:

The City of Sandy Springs (subgrantee) will develop the "Peachtree Dunwoody Road Corridor & North Springs MARTA Station TOD" study. The purpose of this study is to develop a Transit-Oriented Development (TOD) plan for the North Springs Metropolitan Atlanta Rapid Transit Authority (MARTA) Station area and a corridor concept for a 1.75-mile segment of Peachtree Dunwoody Road between Abernathy Road and Spalding Drive, thereby connecting two transit stations and the Perimeter employment district with multimodal and placemaking improvements.

The subgrantee and ARC anticipate the following outcomes from the study to be:

- A clear plan and implementation strategy that reflect current and future conditions.
- A prioritized list of implementation actions.
- A program of transportation investments that provide for the safe movement of pedestrians and bicyclists in, though, and around the study area.

The work to be accomplished under this contract is divided into the following tasks:

Task 1 – Existing Conditions & Technical Analysis:

The focus of the analysis in this task will include the following:

- Review of relevant plans. The review will include but not be limited to the Perimeter LCI Plan (2011); Perimeter Small Area Plan (2016); Perimeter Last Mile Connectivity Study

(2017); Sandy Springs Bicycle, Pedestrian and Trail Plan (2014); Sandy Springs Trail Master Plan (2019); Sandy Springs Transportation Master Plan Update (2021); Sandy Springs "NEXT TEN" Comprehensive Plan (2022); and MARTA Station Areas Small Area Plan (2016).

- Demographic, employment, transit, and land use analysis. The analysis will use available data to provide insights on current and future demographic, employment, and land use characteristics of the Peachtree Dunwoody Road Corridor. An origin-destination (OD) assessment will be conducted for the corridor as part of the analysis, to include transit-specific OD patterns. The transit portion of the assessment will identify mode split to access the North Springs Station as well as rail and bus ridership to and from the Station.
- Site analysis for the North Springs MARTA Station area. The analysis will involve a review and assessment of available data, including but not limited to aerial imagery; property plats and existing roadway plans. Lastly a market analysis will be conducted to determine what types of neighborhood retail amenities are viable for the area and would serve the surrounding neighborhoods, with particular consideration for the viability of a grocery store.
- Corridor analysis for Peachtree Dunwoody Road. The analysis will document existing and forecasted traffic volumes and determine level of service (LOS) for the corridor and key intersections. The analysis will also document crash data, in particular crashes involving vulnerable users and crashes resulting in injuries or fatalities. The analysis will collect and analyze existing bike/pedestrian data for the three entrances to the North Springs MARTA station and potential locations for mid-block pedestrian crossings. Lastly the analysis will document significant old growth trees, streams, and other environmental resources; historic or potentially historic properties, structures and resources; topography; right-of-way (ROW) dimensions; intersection and roadway crossing geometry; the state of repair of corridor infrastructure; and the locations of utilities.
- Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis, to be based on findings from the above-mentioned Task 1 activities, staff/consultant observations, and public feedback (see Task 2).

Task 2 – Public Engagement:

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to engage traditionally underrepresented groups such as low to moderate income, minority, youth, and elderly or disabled community members.

The subgrantee must comply with the following:

- The ARC Project Manager will be notified of all meetings taking place.
- Project information will be uploaded to the subgrantee's website to provide basic project information to the public, along with project materials and meeting summaries.
- A Project Management Team will be formed with representatives from the subgrantee and consultant team, the ARC Project Manager, and any other relevant representatives of ARC.

- The subgrantee and consultant team will seek input and comments from the general public as well as key stakeholders, including but not limited to residents, property owners, business owners, employees, visitors, Perimeter Community Improvement District (PCID), MARTA, and City staff. Key stakeholders will have the option to convene as separate focus groups or roundtables, which will collectively be equivalent to a single advisory group or committee, in support of the Project Management Team.

The subgrantee will schedule at least two public open engagement opportunities in a format determined by the Project Management Team. The following topics/milestones, at a minimum, should be covered by the public engagement activities:

- Provide an overview of the study process, goals of the study, key dates, and opportunities for public input.
- Solicit feedback on goals and objectives of the study; community needs; and strengths, weaknesses, opportunities, and threats in the study area.
- Seek input and consensus on preferred concepts, typical sections, and improvements.
- Seek approval of final plan documents and concepts.

Virtual meetings and/or digital engagement activities may be used to meet the above-mentioned activities.

Final Plan Review and Transportation Coordination Meetings

A transportation project coordination meeting is required to be conducted prior to finalizing the plan recommendations. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations, including but not limited to the Georgia Department of Transportation (GDOT), MARTA, PCID, et al, to discuss potential projects prior to the transportation improvement list being finalized.

The final plan review is to occur at the ARC offices to discuss the plan process, issues, or unique activities that occurred, and future projects that are needed to implement the plan once the plan is complete.

Task 3 – Conceptual Plans and Report Development:

Prepare concept plans/layouts, typical sections, recommendations, project lists, and cost estimates based on the existing conditions and technical analysis developed in Task 1 and public input gleaned in Task 2. Specific elements will include but not be limited to:

- Alternatives analysis of alignments, both on-street and off-street (or a combination thereof), for a trail between Abernathy Road and Spalding Drive, accounting for placement opportunities as well as constraints including, but not limited to, potential environmental impacts, transportation impacts, right-of-way and utility conflicts, and estimated costs.
- Peachtree Dunwoody Road conceptual layout, including a recommended typical section(s) based on vehicular need, prioritized multimodal connections, and

public feedback. Typical sections will illustrate, at a minimum, on-street striping, trail location, lighting, landscaping/streetscaping, green infrastructure, and pedestrian crossings.

- Near-, mid- and long-term transportation improvement recommendations, including a prioritized project list with cost estimates.
- North Springs MARTA Station TOD plan, including concepts for future development, multimodal elements, curbside management, parking, financial feasibility analysis, and opportunities for the incorporation of green infrastructure.
- Recommendations and next steps for improving walkability and micromobility access and amenities at the North Springs MARTA Station, including bicycle/pedestrian connections to Peachtree Dunwoody Road and placemaking elements such as public art, wayfinding, public space, and community activities.

Task 4 – Prepare Project Deliverables

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order):

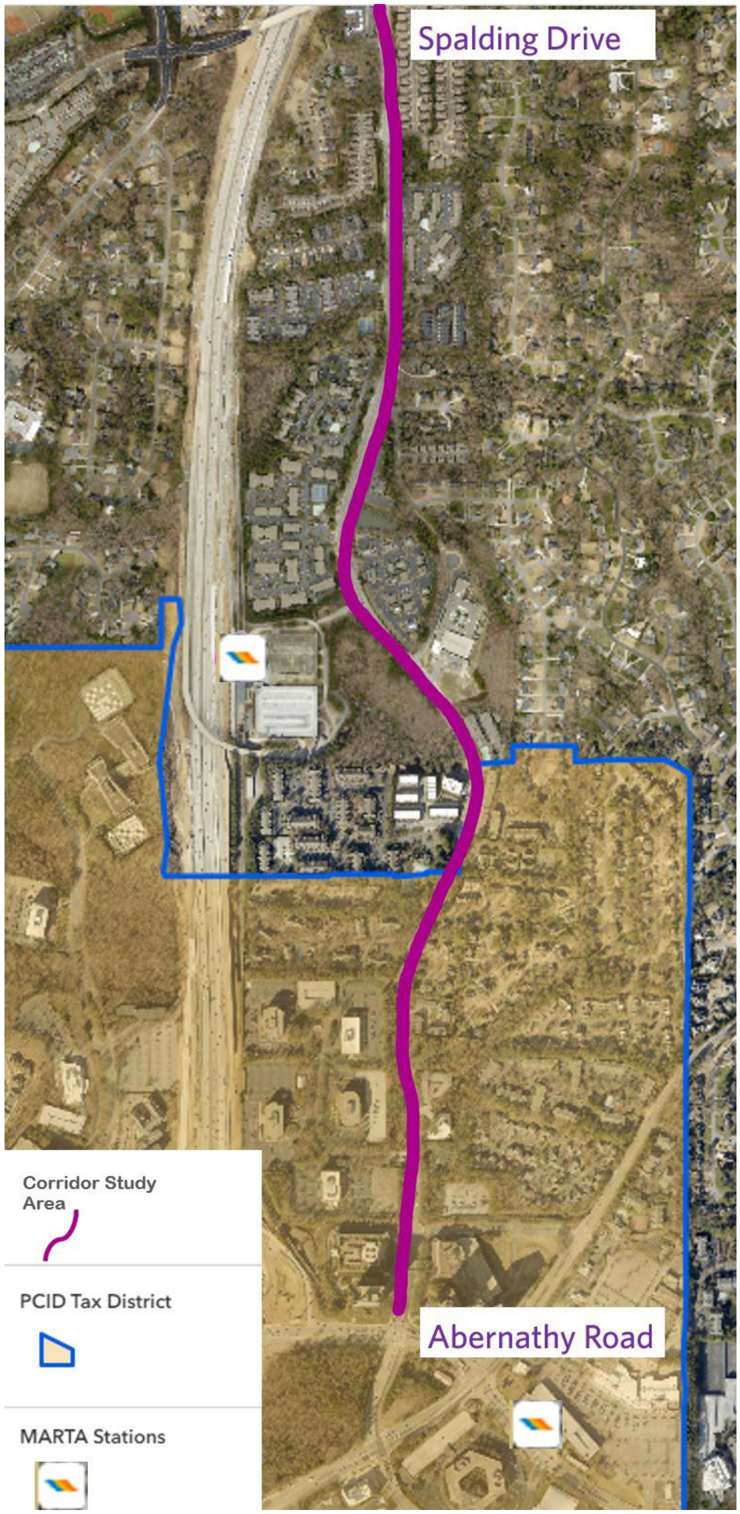
- **Summaries of the plan development process:**
    - A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
    - A description of the public participation process used to achieve a community-supported program of improvements.
- **Draft Concept Plans and thematic concept(s):**
    - An area plan map outlining elements to be installed and strategies to be implemented at recommended locations, with summaries of these elements and strategies written in a cohesive, user-friendly format.
    - A preferred layout(s) and typical section(s) of the improved Peachtree Dunwoody Road corridor and related infrastructure and facilities.
    - Conceptual renderings that illustrate street level improvements, green infrastructure, and placemaking elements.
    - A preferred site layout(s) for the North Springs MARTA Station TOD concept.
- **Implementation Strategy:**
    - A 100-day Action Plan, to include no-cost or very low-cost actions and organizational steps needed to maintain project momentum, keep stakeholders involved, and share responsibility for the plan's success. This action plan should identify short-term measures and temporary installations that the City of Sandy Springs can undertake to test out concepts in a "lighter, cheaper, faster" manner.
    - Necessary modifications to applicable City of Sandy Springs ordinances and guidelines and, if necessary, other recommendations for regulatory reform to implement the plan.
    - A work program to implement the plan's recommendations. The work program must include a phasing plan, based on the priority and implementation schedule of the various project elements to be undertaken in the project area; cost estimates

for all project components; and key sources of funding for the implementation of all project components.

Format of Deliverables

- PDF file of the document, any appendices, concept plans, and typical sections.
- Electronic files in their original formats with supporting graphics and GIS or other data files (Excel, InDesign, etc.).

EXHIBIT A-1
Study Area



ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in "Attachment A") is $250,000. ARC's compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of $200,000. All costs in excess of $200,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, "Budget Estimate," which is attached to and made part of this contract for financial reporting, monitoring, and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC's discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively, and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee's monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or her authorized agent and must be received by her no later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee's final invoice and documents as described in "Attachment A, Task 4 – Prepare Project Deliverables" must be received by ARC no later than one month after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed $200,000 and that the Subgrantee expressly agrees that they shall do, perform, and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency, or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent: In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Chief Operating Officer (COO), as her agent for purposes of this contract only, except for executing amendments hereto.

EXHIBIT B-1

Budget Estimate

Task 1 – Existing Conditions Assessment	$50,000
Task 2 – Public Involvement	$50,000
Task 3 – Conceptual Plan and Analysis Report Development	$100,000
Task 4 – Prepare Deliverables	$50,000
Total Cost	**$250,000**
ARC Share (80%)	$200,000
Local Share (20%)	$50,000

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Chief Operating Officer.

SANDY SPRINGS
CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Catherine Mercier-Baggett, Sustainability Manager

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

ITEM: Request for Mayor and City Council Consideration of a Resolution to Authorize City Staff to Apply for the Georgia Outdoor Stewardship Program Grant to Partially Fund Construction of Trail Segment 2E

Recommendation:

Staff recommend approval of the authorization to apply for the grant.

Background:

The Georgia Outdoor Stewardship Program (GOSP) grant program is funded through the sales tax on sporting equipment. The amounts disbursed will vary between $500,000 and $3,000,000, with a required match of at least 25%. This is a refundable expenses program where the City will have to apply for reimbursement for all eligible spending.

The City of Sandy Springs is seeking maximum funding, $3,000,000, for the construction of the Springway Trail Segment 2E. This segment will connect Segment 2A, currently under construction and also partially funded by a GOSP grant, to Colquitt Road at the Pitts Road bridge, via the Georgia Power transmission line and Fulton County Sewer easements.

Discussion:

Loop Trail 2 was identified in the Trail Master Plan as a priority for implementation. Upon completion, it will connect a number of existing and near-future assets, including Morgan Falls Overlook Park by way of Trail 2A and Big Trees Preserve, and will leverage the Roswell Road pedestrian crossing at Fulton County Annex and the improved Pitts Road bridge over GA-400.

The City contracted with PATH Foundation in December 2021 to develop documents for the design of Segment 2E. Those are nearing completion and the City is positioned for a quick groundbreaking.

The $3,000,000 grant would cover 44% of the anticipated construction cost of $6,700,000. The Sandy Springs Conservancy generously pledged a financial contribution of $30,000 for this project. Approximately $3,000,000 is available in Capital Project P0028, City Trail Design and Unassigned, that could be used to fund a portion of the City's match funding for the project. The Five Year CIP anticipates allocations for Trail Segment 2E in Fiscal Year 2025.

Financial Impact:

Approximately $3,000,000 is available in Capital Project P0028, City Trail Design and Unassigned, that could be used to fund a portion of the City's match funding for the project. Shoudl the grant be awarded, additional funding would be requested in the Fiscal Year 2025 Budget to fully fund the project.

Alternatives:

Mayor and City Council may decide to forego applying for the GOSP grant.

Review:

Catherine Mercier-Baggett, Sustainability Manager	Created/Initiated - 9/21/2023
Michael Perry, Director of Recreation and Parks	Approved - 9/21/2023
Kristin Byars Smith, Assistant City Manager	Approved - 9/26/2023
Toni Carlisle, Chief Financial Officer	Approved - 9/27/2023
Dan Lee, City Attorney	Approved - 9/29/2023
Eden Freeman, City Manager	Final Approval - 9/29/2023

Attachments:

1. GOSP Resolution
2. GOSP Presentation

STATE OF GEORGIA
FULTON COUNTY

A RESOLUTION TO FILE A PRE-APPLICATION FOR FUNDING FROM THE GEORGIA OUTDOOR STEWARDSHIP PROGRAM FOR SEGMENT 2E OF THE SPRINGWAY TRAIL; AND FOR OTHER PURPOSES.

WHEREAS, the City of Sandy Springs (the "City") has made a commitment to further develop its park and trail systems, as evidenced in the Next Ten Comprehensive Plan (2017), Recreation & Parks System Master Plan (2019) and Trail Master Plan (2019); and

WHEREAS, the City of Sandy Springs dedicates a portion of its annual budget for the construction, maintenance, and operation of its park system; and

WHEREAS, the City of Sandy Springs has received support and commitment from various organizations in the community and the impacted property owners; and

WHEREAS, the City of Sandy Springs contracted the PATH Foundation for the design and engineering of Segment 2E in December, 2021.

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

1. That in the event pre-application is recommended for funding by the Board of Trustees and Department of Natural Resources, the City certifies and assures that it has the ability and intention to finance all project elements that will be submitted for reimbursement, including a $3,700,000 cash match for construction, and will move forward with due diligence to prepare, or have prepared, appropriate documentation required for a second-level GOSP application.
2. That the City will accept a contribution from Sandy Springs Conservancy in the amount of $30,000 for overall construction costs.
3. That the City will dedicate adequate, ongoing funding for the operation, including for staffing, security, and maintenance of Segment 2E in perpetuity.

RESOLVED this 3rd day of October 2023.

Approved:

____
Russell K. Paul, Mayor

Attest:

____
Raquel Gonzalez, City Clerk (Seal)

GOSP Grant Pre-Application

Springway Trail 2E

SANDY SPRINGS™
GEORGIA

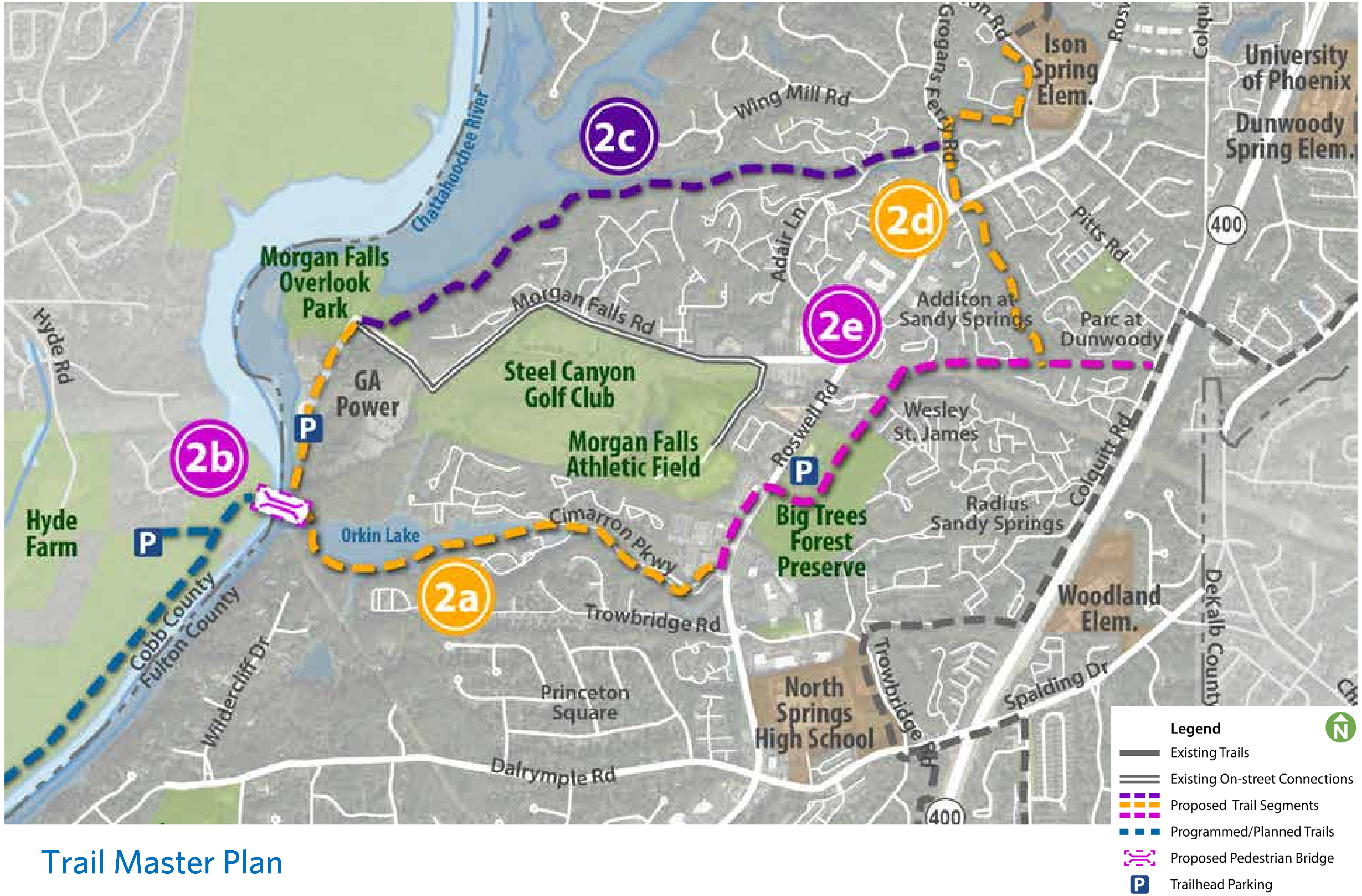
GA Outdoor Stewardship Program

- GA Department of Natural Resources
- For parks and trails projects

- Amount granted between $500K-$3M
- Must match 25%+

- Received $3M in 2021-2022 cycle for Trail 2A

Segment 2E



Trail Master Plan

Scope:
- +/- 1.5mi trail
- Stream buffer repair

Leverage:
- Fulton Annex crossing
- Pitts Road bridge

Connections:
- Trail 2A
- Big Trees Preserve

Conceptual Budget

- Construction cost: $6,700,000

- Grant requested: $3,000,000
- Sandy Springs Conservancy contribution: $30,000
- City match: $3,670,000

TO: Eden Freeman, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: August 8, 2023 Submission for the October 3, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve a Contract Award to Atkins North America, Inc. for Design and Other Services Related to the Morgan Falls Athletic Complex Improvements Project and to Authorize the City Manager to Execute the Contract

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Recommendation:

City Staff recommends contract award be made to Atkins North America, Inc. ("Atkins") for design services, surveying services, permitting and construction management of the Morgan Falls Athletic Complex Improvement Project (Project No. P2216) (the "Project").

Background:

An initial park Master Plan exercise was conducted by Atkins and concluded in September 2021. The primary users of the park, Sandy Springs Youth Sports ("SSYS") were present at milestone steps of the planning process and provided input relevant to the various programs which would be represented during design, when practical. Phase I recommendations were funded in Fiscal Year 2023. Improvement elements included overhead safety netting and netting materials for the baseball and softball fields, as well as an adjacent playground, replacement and new shade structures, and replacement bleacher seating. Work continues with the overhead safety netting component and shade material for two (2) fields. The balance of Phase I work is scheduled to conclude in October 2023.

Discussion:

Phase II is a continuation of the overall Master Plan initiative to bring additional amenities to the park and its various sport league participants. SSYS has continued their engagement in the Phase II planning process and contributed its priorities to the City and design team for consideration. Phase II elements feature a premanufactured, 6,030 square foot metal batting cage structure with utilities, pitcher bull pens for six fields, addressing erosion issues with Field # 3, retaining walls at key locations, and water bottle filling stations. Preliminary surveying and permitting will be a part of the Phase II design scope of work. Project construction is estimated at $1,500,000.

Atkins North America's Scope of Services for the Project includes:

1. Survey and Data Collection for Final Design Development
2. Construction Documentation
3. Permit Coordination
4. Bid Assistance

5. Contract Administration/Construction Management

Total fees for design services shall not exceed $222,500.

Financial Impact:

There are adequate funds available for the described design services in Capital Project P2216.

Alternatives:

City Council may choose not to approve the Project and provide Staff with further guidance.

Review:

Erika Rose, Administrative Asst.	Created/Initiated - 9/18/2023
Michael Perry, Director of Recreation and Parks	Approved - 9/18/2023
Kristin Byars Smith, Assistant City Manager	Approved - 9/18/2023
Toni Carlisle, Chief Financial Officer	Approved - 9/22/2023
Dan Lee, City Attorney	Approved - 9/25/2023
Eden Freeman, City Manager	Final Approval - 9/29/2023

Attachments:

1. Morgan Falls Phase II Resolution
2. Morgan Falls Phase II Proposal
3. Morgan Falls Master Plan

RESOLUTION NO. 2023- ____________

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO ATKINS NORTH AMERICA, INC. FOR DESIGN AND OTHER SERVICES AS IT RELATES TO THE MORGAN FALLS ATHLETIC COMPLEX IMPROVEMENT PROJECT- PHASE II AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME

WHEREAS, the City of Sandy Springs (the "City") operates Morgan Falls Athletic Complex through a long-term lease agreement with Fulton County, to provide athletic services to the youths of Sandy Springs through the Sandy Springs Youth Sports Association; and

WHEREAS, the City recognized the need to improve the quality of the facilities, and awarded contract to Atkins North America, Inc. ("Atkins"), an existing on-call contractor for the City, to provide Phase I-Master Plan for the Morgan Falls Athletic Complex Improvements Project (Project No.: P2216)(the 'Project"); and

WHEREAS, by October 2023 Phase I improvements for the Project are projected to be complete and Phase II of the Project will begin promptly, using the same procurement as Phase I and utilizing an already on-call contractor with the City to complete the scope of work that is described in Exhibit "A" and attached hereto; and

WHEREAS, the City wishes to continue the established relationship with Atkins North America, Inc. and further wishes to award contract to perform the services for the Project as provided in Exhibit "A".

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

1. Contract award be made to Atkins North America, Inc. in an amount of, and not to exceed, $222,500.00 for design and construction services for Phase II of the Project; and

2. The City Manager is hereby authorized to execute the Agreement on behalf of the City, pending any such minor revisions to the Agreement as deemed necessary by the City Attorney, and pending approval from the City Attorney and Chief Financial Officer; and

3. 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 3rd day of October 2023**.**

Approved:

____
Russell K. Paul, Mayor

Attest:

____
Raquel D. González, City Clerk
(SEAL)

ATKINS

Atkins North America, Inc.
1600 RiverEdge Parkway, NW, Suite 700
Atlanta, Georgia 30328
Telephone: +1.770.933.0280
www.atkinsglobal.com/northamerica

July 19, 2023

Mr. Michael Perry
Director of Recreation and Parks, CPRE
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

Re: Proposal for Morgan Falls Athletic Facility Phase II Improvements

Dear Mr. Perry,

Atkins is pleased to provide a proposal for Design Services associated with the Morgan Falls Athletic Facility Phase II Improvements. We understand that CoSS would like Atkins to prepare one bid package that will include the bull pen improvements, central batting cage structure, water bottle filling stations, addressing erosion issues behind field 3, and the retaining walls associated with these improvements.

Phase II Improvements will utilize the Master Plan developed by Atkins in conjunction with input from the client team to direct the design and as outlined in the November 18, 2022, document and approved by the Sandy Springs City Council. We understand that the City has an overall budget of 1.5 million dollars for this phase of work. During this design effort, Atkins will continue to work closely with the City to develop plan sets and specifications suitable for use in soliciting cost quotes from qualified suppliers, contractors, and or manufacturers. It is our intent to work with a local metal building manufacture to provide the necessary construction documents to assist in the construction of the central batting cage building. Atkins will prepare the bid documents for Phase II improvements that will consist of construction documents, specifications, and cut sheets required to convey the design intent and elicit bids for the scope of services.

Scope of Services to Include:

Task 1.0- Limited/Selected Survey Services
Atkins will prepare an as-built survey of the park area where the proposed improvements are indicated in the sketch below.

A. Surveying Services shall include:

1. Employ non-intrusive geophysical technologies to designate the existence and horizontal positions of known and unknown utilities at the site. A combination of GPR and EM technologies will be used across the survey corridor.
2. Survey includes all existing above grade and overhead utilities, storm drainage, existing public improvements (including power, telephone, cable, gas, water, sewer, fiber optic lines, fire hydrants, etc.). Atkins will call for utility locate with the proposed improvement areas, this typically includes power, telephone, cable, gas, and/or water lines to be marked, our personnel will survey those markings. The survey will locate and identify built and non-built features including but not limited to curbs, pavements, walls (identify height, material) fences, signs, poles, vaults, meters, valves, manholes, and all other site features. Inverts, top elevations, and pipe sizes and material will be provided on all sanitary and storm sewer structures within the survey area including all pipes leading to or from the project area.

3. The survey will also provide 2-foot contour intervals and topographic elevations at critical spot elevations for the entire project area. For the sidewalk spot elevations every 50 feet along the length of project roadways and for 50 feet in both directions for all side streets is provided.
4. Survey data will be provided in AutoCAD C3D 2018 format. Data will include 2-foot contours, spot elevations, improvements and descriptions of those improvements, property lines and parcel owner information, and control point locations and coordinated information for contractor use.

- **Survey Area-** Atkins shall survey and call for utility locate for the site improvement area indicated within the red shaded area below. At this time, the entire Morgan Falls, Athletic Facility is not proposed to be surveyed.

TASK 2.0 - Construction Document

Atkins will proceed with the preparation of the Morgan Falls, Athletic Facility Phase II improvements. The final construction documents for the next phases of improvements shall include the proposed Bull Pens (fields 1, 2, 3, 4,5, and 10), site walls to address erosion behind field 3 and construct the bull pen at field # 5 , the Batting Cage structure located behind the Central Concession Building that is located behind fields # 3 and 4 and the Water Bottle Filling Stations.

Atkins shall also provide the following services:

- Address erosion issues behind field 3.
- Atkins intent is to engage with a premanufacture steel building supplier, to provide building envelop and structural drawings for the central batting cage building, to include as part of the bid package.
- Atkins will contract with a local geotechnical engineer to provide soil borings for future structural building foundation design as well proposed wall locations.
- Atkins will provide architecture, civil engineer, landscape architecture, electrical design, and structural engineer (footing design) to complete the construction documents for the proposed batting cage building.

With the preparation of the construction documentation, Atkins shall also provide the following deliverables:

- ***Construction Documents***
    - ***General sheets: cover, index, general notes, etc.***
    - ***Site plan and details***
    - ***Layout plan***
    - ***Bull pens plan and details***
    - ***Wall Plans (GDOT wall details will be used)***
    - ***Drainage Improvement Plans and details to implement proposed improvements***
    - ***Batting Cage Building construction document, including, electrical plans and details, and structural foundation design***
    - ***Landscape plan, notes, and details***
    - ***Hydrology Report***
    - ***ESPC Plans***
- ***Final opinion of probable cost***
- ***Review Meetings with client***
- ***Meeting minutes following client meeting***

Task 3.0 Geotechnical Investigation

The purpose of Geotechnical services provided by S&ME will be to explore shallow subsurface conditions at the site, evaluate those conditions, and provide recommendations for site preparation, foundation and slab for the batting cage facility as well as the proposed retaining wall support. This proposal describes our understanding of the project, discusses the intended scope of services.

A. Batting Cage Building

Atkins will mobilize their subcontractor S&ME to perform a total of 4 borings at the proposed batting cage building site. Subcontractor has assumed that the batting cage area can be accessed with a track or rubber-tired drill rig without removal of fence (or other obstructions) or mechanized path clearing. Operation of the drill rig on grassed areas may cause rutting or shearing of grassed surfaces. Since the building area is not in a current field of play, we have assumed that extraordinary turf protection measures (plywood matting, etc.) and restoration of turf are not required, can be performed by park maintenance crews, or will be addressed as part as the construction project.

- The borings will be drilled near the corners of the planned building. Two borings will be drilled to 20 feet each, and two of the borings will be drilled to 15 feet each. The borings will be drilled to the planned depths unless shallower auger refusal materials are encountered. The total drilling footage proposed for the site is 70 feet. Sampling of rock or "refusal materials" is not included in our scope or fee.

- The soil test borings will be performed with a mechanical drill rig in general accordance with ASTM D6151, the Standard Practice for Using Hollow-Stem Augers for Geotechnical Exploration and Soil Sampling in general accordance with ASTM D1586, the Standard Test Method for Standard Penetration Test (SPT) and Split Barrel Sampling of Soils. In each boring, four standard penetration resistance tests (SPT) will be performed in the upper 10 feet and the tests will be performed at approximately 5-foot intervals thereafter S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for the referenced project. The purpose of our services will be to explore shallow subsurface conditions at the site, evaluate those conditions, and provide recommendations for site preparation, foundation, and slab support.

B. Retaining Walls

Four manual hand auger borings are planned to be advanced in area of the planned new retaining walls for bull pen at field 5 and to stabilize the outfield slope at field 3. These borings will be attempted to be advanced to target depths of 5 to 10 feet each, or shallower hand auger refusal. In conjunction with these hand auger borings, we propose to perform standard single-mass Dynamic Cone Penetrometer (DCP) testing at regular depth intervals to help evaluate the consistency of the soils.

- The standard DCP test procedure is as follows: The conical point of the penetrometer is seated into the bearing materials. Then the conical point is driven 1-3/4 inches using a 15-pound weight falling 20 inches. The penetrometer cone is driven one or two additional increments of 1-3/4 inches each, while the number of blows required to advance the point are recorded for each increment. The blow count is used to evaluate the relative soil consistency and strength conditions of the soil at the test depth.
- Each hand auger boring will be advanced to the target depth, until the borehole collapses or until hand auger refusal is encountered, whichever occurs first. The presence of roots, rock fragments, or high consistency soils may prevent auger advancement. If shallow hand auger refusal is encountered, we may offset the boring(s) and make additional attempts to advance the borings to the planned depths.
- The observed depth to water on the date of our drilling will be recorded and the boreholes will be backfilled with soil cuttings to the existing ground surface.

C. Laboratory Testing

To aid in our classification and analyses, S&ME plans to perform up to 6 moisture contents tests (ASTM D2216), 2 grain size analysis tests (ASTM D6913), and 2 Atterberg Limits tests (ASTM D4318) on select samples. Our visual classifications will be adjusted based on the laboratory test results, if needed.

D. Geotechnical Report

Upon completion of our field work, S&ME will prepare a written geotechnical report. The report will be provided to you in electronic (pdf) format. Hard copies of the report will not be provided unless specifically requested. The report is proposed to include the following items:
Project information.

- A discussion of current site conditions, topography, and area geology
- A discussion of the field exploration methods
- A summary of the subsurface conditions encountered in the test borings
- Conclusions and site assessment
- Recommendations for site preparation, undercutting, fill placement, and subsurface water management, if appropriate
- Expected excavation conditions
- Recommendations for design and construction of the foundation systems (shallow foundations assumed)
- Recommendations for design and construction of the concrete slab-on-grade

- Recommended seismic Site Class and parameters based on the IBC 2018 Building Code
- Recommendations for earth pressures for conventional cantilever retaining wall design
- An Appendix with a Site Location Plan, Boring Location Plan, and individual test boring records

Task 4.0- Permitting

- Atkins will submit the construction documents through the CoSS Review Department, we will make the necessary revisions to obtain final City approval.
- It is anticipated that the site disturbance will be less than 1 acre. Since the disturbed area will be less than one acre, a three-phase erosion control plan is not anticipated to be prepared and therefore is not proposed at this time. The proposed design will be in accordance with the CoSS municipal green infrastructure requirements.

Task 5.0- Limited Construction Observation Services

Construction Observation Services shall include periodic review and observation of the construction contractor's work. Based on such review and observations, Atkins will keep the Parks and Recreation Department informed of the progress and apparent overall quality of the work. In addition, Atkins will assist the CoSS with review of the contractors pay request and payment. The following services will be included in the construction phase:

- Attend a pre-construction conference
- Review and process required contractor submittals
- Review and process the contractor pay requests and change orders
- Prepare clarification on drawings and proposed improvements as necessary
- Visit the construction site periodically and (provide a maximum of 10 site visits) during construction activity
- Provide substantial completion inspection and final punch list and close out of the project

Professional Fees for Proposed Services

The proposed professional fees will be provided based on our current Master Service Agreement with the CoSS. The proposed Hourly, Not to Exceed Fee Amount will be invoiced monthly and is due within 30 days. Additional services requested by the client that are not specifically identified in the above scope of services will be identified in a proposed change order for the CoSS review and approval. Limited reimbursable expenses for the project, such as printing, reproduction, couriers, travel, mileage, etc. have been included in the proposal and will be billed in addition to the professional fees to the City. The proposed fees for the services indicated in this scope of work include:

PHASE II SERVICES

Task 1.0- Survey, Data Collection	**$ 27,500.00**
Task 2.0- Construction Documentation	**$155,000.00**
Task 3.0- Geotechnical Investigation	**$ 7,500.00**
Task 4.0- Permitting	**$ 5,000.00**
Task 5.0- Limited Construction Observation Services	**$ 25,000.00**
Proposed Design Fee - Hourly Not to Exceed Fee	**$220,000.00**
Estimated Reimbursable Expenses	**$ 2,500.00**
Proposed Phase II Total Fee	**$222,500.00**

Proposed Schedule

Atkins anticipates that it will take approximately 6 to 7 months to successfully coordinate and complete the survey and construction documentation for the Phase II Morgan Falls improvements and approximately 8-9 months to complete the bidding and construction of the project.

ATKINS

Assumptions/Exclusions

Atkins has identified the following assumptions and exclusions for this project:

1. Analysis and design of the existing sanitary sewer or storm sewer systems, including JetVac, video of existing storm lines, sanitary sewer force main, storm sewer trunk line and/or other utility design or relocation services are not included in this scope.
2. Geotechnical Services do not include
   a. Turf protection or restoration, Re-landscaping or otherwise restoring the site to its original condition
   b. Private utility location
   c. Infiltration testing
   d. Ground improvement design
   e. Environmental assessment services, including special handling/drumming of soil cuttings or groundwater and analytical testing of soil and groundwater. We assume there are no known environmental contaminants in soil or groundwater at the site.
3. Batting Cage Building
   a. Basis of design is per the reference Bid package 3 – Batting Cage Concept, dated Nov. 18, 2022
   b. Coordination with PEMB structure Vendor for design detailing, Client review, and permit submittals
   c. No Mechanical engineering design is associated with the building
   d. The structural scope is to provide structural design criteria to the PEMB manufacturer to deliver a metal and masonry building, the client's intended use in terms of service and atmospheric loads.
   e. Atkins will provide the foundation design and slab design where the PEMB building will be supported.
   f. Electrical Power for the proposed batting cage building will be coming from the existing concession building.

Thank you for the opportunity to provide CoSS Parks and Recreation Department with this proposal. It is our goal to serve the CoSS with design excellence and to make the Morgan Falls Phase II improvements a true asset for the community. We look forward to discussing the project and scope of work with you in further detail. Should you have any questions or require additional information, please do not hesitate to contact Richard Rohrer or me at 770.933.0280.

Sincerely,

John Boudreau

John D. Boudreau, RLA
Senior Technical Manager

City of Sandy Springs - Morgan Falls Athletic Complex Master Plan

Improvements Include:

Under Construction

- Overhead Safety Netting
- Bleachers
- Shade Structures

Proposed Next Phase

- Bull Pens
- Batting Cages
- Water Bottle Filling Stations
- Address Erosion Issues

Future Improvements

- New Fencing / Backstops
- Sod Outfields
- Playgrounds
- Splashpad
- Drainage Improvements
- Entry Sign & Plaza
- Entry Features/Art
- Entry Gate
- Parking Improvements
- Walking Trail
- Fitness Equipment
- Building Improvements
- Synthetic Turf on Upper Fields
- Additional Lighting
- Signage

ATKINS

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: September 12, 2023 Submission for the October 3, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of approval of Change Order No. 1 for Reedwick, LLC for Construction of the Public Safety Fiber Project T9520

Recommendation:

City Staff recommends approving Change Order One for construction of the Public Safety Fiber Project (Project No. T9520) (the "Project").

Background:

The City of Sandy Springs (the "City") awarded a contract to Reedwick, LLC in the amount of $135,390.00 for construction of the Public Safety Fiber Project on March 24, 2023. On June 19, 2023, the City issued a "Notice to Proceed" for the Project allowing 240 days for the construction period, giving the Project a completion date of February 13, 2024. Upon project mobilization, the contractor determined that the installation of fiber conduit could not be accomplished with directional boring due to the presence of solid rock. The contractor attempted directional boring with two different boring machines, in multiple locations, and was unsuccessful. An alternative method of installing the conduit was proposed using rock drilling, jack and bore. This method is more expensive and will require additional equipment, resulting in a change in the Project construction cost in an amount of $39,098.00.

Discussion:

City Staff has reviewed the proposed method of installation, as well as the cost estimate, and has determined it is a reasonable cost increase to complete the Project. There is no anticipated impact to the Project duration, and the date of completion remains February 13, 2024.

Financial Impact:

There are sufficient funds in the T9520 budget to enact Change Order 1 in the amount of $39,098.00 for a total project cost of $174,488.00.

Alternatives:

City Council could choose not to approve the Change Order and to cancel this construction bid and re-bid construction services for the Public Safety Fiber Construction Project.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 9/21/2023
Marty Martin, Director of Public Works	Approved - 9/21/2023
Toni Carlisle, Chief Financial Officer	Approved - 9/22/2023

Dan Lee, City Attorney — Approved - 9/25/2023
Eden Freeman, City Manager — Final Approval - 9/29/2023

Attachments:

1. Resolution_T9520_CST_CO1

RESOLUTION NO. 2023-________________

STATE OF GEORGIA
FULTON COUNTY

A RESOLUTION TO APPROVE CHANGE ORDER ONE TO THE EXISTING CONTRACT WITH REEDWICK, LLC AS IT RELATES TO THE PUBLIC SAFETY FIBER PROJECT AND FOR THE CITY MANAGER TO EXECUTE THE SAME

WHEREAS, on March 24, 2023, the City of Sandy Springs (the "City") awarded contract to Reedwick, LLC ("Reedwick") in an amount of $135,390.00 as it relates to the Public Safety Fiber Project (Project No. T9520) (the "Project"); and

WHEREAS, upon commencement of the Project, Reedwick determined the installation of a fiber conduit could not be accomplished due to the presence of solid rock in the path of multiple drilling locations, and a more complex method of installation would need to be implemented; and

WHEREAS, the complexity of the proposed installation method increases construction cost in an amount of $39,098.00, however, it will not increase the term of the Project, and the anticipated completion date for the Project will remain February 13, 2024; and

WHEREAS, the total proposed increase covered by the Change Order is reasonable per City Staff review of the cost estimate and proposed method of installation; and

WHEREAS, the City desires to amend the contract with Reedwick, LLC by executing the Change Order in an amount of $39,098.00.

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

1. Change Order One in an amount of $39,098.00 is approved; and

2. The City Manager is authorized to execute Change Order One, pending approval of the City Attorney and Chief Financial Officer; and

3. The City Manager is hereby authorized to take such action as deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 3rd day of October 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: September 18, 2023 Submission for the October 3, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve Resolution Authorizing Contract Award to Site Engineering, Inc. to Construct the 7140 Hunters Branch Drive Streambank Stabilization Project

Recommendation:

City Staff recommends contract award be made to Site Engineering, Inc. for construction of a stormwater drainage improvement project as it relates to the 7140 Hunters Branch Drive Streambank Stabilization Project, (the "Project").

Background:

In 2022, the City of Sandy Springs (the "City") engaged an engineering firm to develop plans for stabilization and restoration of approximately 28 linear feet of eroded streambank along 7140 Hunters Branch Drive. The Project aims to protect the existing infrastructure and stabilize the eroded streambank area in a section of Marsh Creek, found during a 2022 study, and to bring the drainage system up to City standards. The Project scope consists of:

- Regrade and stabilize 28 linear feet of eroded streambank
- Install slope armoring Flexamat
- Install Gabion type baskets for toe protection
- Plant live-stakes to establish vegetation
- Place rip rap stone at toe of slope

Discussion:

On August 9, 2023, the City issued an Invitation to Bid ("ITB") 24-011 seeking bids from qualified contractors to perform construction services for the Project. Purchasing conducted a non-mandatory pre-proposal meeting on August 18, 2023. The following one (1) response was received by the September 14, 2023, deadline:

Company	**Amount**
Projected Estimate for the Project	$122,482.59
Site Engineering, Inc.	**$161,447.33**

The construction budget for the Project is $175,000.00.

Upon review of the responses, Staff recommends that award be made to the responsible and responsive quote of Site Engineering, Inc. in the amount of $161,447.33.

Financial Impact:

There are adequate funds available in the Stormwater Capital Maintenance and Improvements Account budget to award this contract.

Alternatives:

City Council could choose to not implement the required repairs at this time and provide further guidance to Staff.

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 9/21/2023
Marty Martin, Director of Public Works	Approved - 9/21/2023
Toni Carlisle, Chief Financial Officer	Approved - 9/22/2023
Dan Lee, City Attorney	Approved - 9/25/2023
Eden Freeman, City Manager	Final Approval - 9/29/2023

Attachments:

1. Project Location - Update
2. Resolution to Award Contract for Hunters Branch Project

7140 HUNTERS BRANCH DRIVE

LOCATION MAP

RESOLUTION NO. 2023- ________________

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE CONTRACT AWARD TO SITE ENGINEERING, INC. TO CONSTRUCT 7140 HUNTERS BRANCH DRIVE STREAMBANK STABILIZATION PROJECT

WHEREAS, the City of Sandy Springs (the "City") has determined the necessity for the construction of a drainage improvement project at 7140 Hunters Branch Drive, Sandy Springs, Georgia (the "Project"); and

WHEREAS, the Project will correct certain deficiencies in the infrastructure found during a 2022 study and will bring the drainage system up to City standards; and

WHEREAS, to advance the Project, the City issued an Invitation to Bid ("ITB")24-011 on August 9, 2023, soliciting bids from qualified firms to construct the Project; and

WHEREAS, On September 14th, 2023 the City received one (1) bid from Site Engineering, Inc., in the amount of $161,447.33 which the City determined it to be the most responsive and responsible bid; and

WHEREAS, the City desires to make contract award to Site Engineering, Inc. in the amount of $161,447.33.

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

1. Contract award for the Project shall be made to Site Engineering, Inc. in the amount of $161,447.33; and

2. The City Manager is hereby authorized to execute the contract with Site Engineering, Inc. to perform the Project, pending the approval of the City Attorney and the Chief Financial Officer; and

3. The City Manager and appropriate City Staff are hereby authorized to take such further actions as deemed necessary to effectuate the intent of this Resolution.

RESOLVED this the 3rd day of October, 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: September 21, 2023 Submission for the October 3, 2023 City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Consideration and Acceptance of a Purchase and Sale Agreement for Property Located at 424 Hammond Drive in Land Lot 71 of the 17th District of Fulton County, Georgia (Tax Parcel # 17-0071-0002-063-4); associated with the Hammond Drive Widening Project; Project Number S2193

Recommendation:

Staff recommends the Mayor and City Council consider, accept and approve a Purchase and Sale Agreement for that tract of land lying and located in Land Lot 71 of the 17th District, Fulton County, Georgia. The property owner is Jerri Lee Ready D'Oliveira, individually and Jerri Lee Ready D'Oliveira as Executrix of the Estate of Virginia Christine Abney Ready and the property is located at 424 Hammond Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

This property is part of the Hammond Drive widening project (hereafter, the "Project"). In order to construct the Project, fee simple rights are required over, under, and through the property located at 424 Hammond Drive within the City of Sandy Springs. City Staff has been in negotiations to acquire the property by purchase.

Discussion:

The property in question is a single-family residence built in the 1950's on an approximate half-acre lot. It is located along Hammond Drive in a predominately single-family residential area. City Staff has negotiated a Purchase and Sale Agreement wherein the City may acquire the Property for the purchase price of $510,000.00. This property is not a likely candidate for a First Responder Lease-Out.

Financial Impact:

Purchase of the property has been budgeted in the TSPLOST/S2193 Project Budget.

Alternatives:

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

Review:

Karen Lugassy, Executive Assistant	Created/Initiated - 9/21/2023
Marty Martin, Director of Public Works	Approved - 9/21/2023

Toni Carlisle, Chief Financial Officer	Approved - 9/22/2023
Dan Lee, City Attorney	Approved - 9/25/2023
Eden Freeman, City Manager	Final Approval - 9/29/2023

Attachments:

1. Aerial Map
2. GIS Map
3. Executed PSA. 424 Hammond Dr. Ready
4. Resolution PSA_ 424 Hammond Dr. Ready

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424 Hammond Drive/Virginia Christine Abney Ready

Date: 9/5/2023

Map Size: 8.5x11 (LETTER)

FULTON COUNTY

424 Hammond Drive/Virginia Christine Abney Ready

Date: 9/5/2023
Map Size: 8.5x11 (LETTER)

FULTON COUNTY

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "**Agreement**") is made and entered into as of the Effective Date specified below (hereinafter the "Effective Date"), by and between **JERRI LEE READY D'OLIVEIRA, individually, and JERRI LEE (READY) D'OLIVEIRA as Executrix of the Estate of VIRGINIA CHRISTINE ABNEY READY,** (hereinafter collectively called the "**Seller**"); and **CITY OF SANDY SPRINGS, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter called the "**Purchaser**").

W I T N E S S E T H

1. Agreement to Purchase Property. Seller agrees to sell, transfer, assign and convey to Purchaser, and Purchaser agrees to purchase, accept and assume, subject to the terms and conditions stated herein, all of Seller's right, title and interest in and to the following property (hereinafter the "Property"):

> That certain parcel of land lying and being in Land Lot 71 of the 17^{th} District, (Tax Parcel 17-0071-0002-063-4) in Sandy Springs, Fulton County, Georgia, and as more particularly described as Exhibit A of that certain Quit Claim Deed dated November ___, 1978 and recorded in Deed Book 7175, Page 322, and also Quit Claim Deed dated August 9, 1983 recorded in Deed Book 8648, Page 414 in the Office of the Clerk of the Superior Court of Fulton County, Georgia, being improved property known as 424 Hammond Drive, according to the present system of numbering houses in and around the City of Sandy Springs.

2. Purchase Price. The purchase price for the Property, (hereinafter the "Purchase Price") shall be FIVE HUNDRED TEN THOUSAND AND 00/100 DOLLARS ($510,000.00). The Purchase Price, after crediting the Earnest Money, subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller on the Closing Date upon satisfaction of all conditions precedent to the Closing in accordance with this Agreement

3. Earnest Money.

(a) Within ten (10) days after the Effective Date, Purchaser shall deposit in escrow with John W. Bell, P.C. (hereinafter the "Escrow Agent") the sum of TEN THOUSAND AND 00/100 DOLLARS ($10,000.00) as the initial earnest money deposit. The initial earnest money deposit and any additional earnest money paid to the Escrow Agent by the Purchaser pursuant to this Agreement are herein called the "Earnest Money."

(b) If Closing should occur hereunder, Escrow Agent shall pay the Earnest Money to the Closing Agent and the Earnest Money shall be applied and credited in reduction of the Purchase Price.

(c) If Closing does not occur hereunder because: (i) Purchaser exercises any unexpired right or option under this Agreement to rescind, cancel or terminate this Agreement within the time provided herein whereby Purchaser would be entitled to a refund of the Earnest Money, (ii) Seller fails or is unable to deliver Seller's deed and other Deliveries to the Purchaser conveying the quality of title to the Property required by this Agreement, or (iii) Seller defaults under this Agreement and fails to cure such default within the period allowed for cure, the Purchaser shall have the option to notify Escrow Agent, after the passage of any required notice period, to immediately refund the Earnest Money to Purchaser, less the sum of FIVE HUNDRED AND 00/100 DOLLARS ($500.00), which shall be paid to Seller in consideration for this Agreement, whereupon this

Agreement shall terminate and the parties to this Agreement shall have no further rights, duties or obligations to the other, except as otherwise specifically provided by this Agreement.

(d) Otherwise, the Earnest Money shall be deemed non-refundable and shall be paid to the Seller upon the termination of this Agreement. Until one of the preceding conditions should exist, the Earnest Money shall be held and disbursed by Escrow Agent strictly in accordance with the terms and provisions of Section 6 of this Agreement.

4. Title.

(a) Warranty of Title. Seller warrants that to its actual knowledge, as of the Effective Date, Seller owns Good and Marketable Fee Simple Title to the Property, subject to the Permitted Exceptions as defined below.

(b) Good and Marketable Fee Simple Title. For all purposes of this Agreement, "Good and Marketable Fee Simple Title" shall mean fee simple title as is insurable by a title insurance company selected by the Purchaser which is licensed to do business in Georgia under such title company's standard ALTA form of Georgia owner's policy of title insurance, at its standard rates subject only to the following, "Permitted Exceptions": (i) the standard exclusions therein; (ii) ad valorem taxes assessed against the Property not due and payable on or before the Closing Date; and (iii) all matters, if any, not objected to by Purchaser within the time period specified in Subsection 4(d) below (hereinafter the "Permitted Exceptions").

(c) Existing Title Exceptions. At Closing, Seller shall convey Good and Marketable Fee Simple Title to said Property by limited warranty deed, in proper form for recording, subject only to zoning; general utility, sewer, and drainage easements of record as of Closing and upon which the improvements do not encroach; declarations of condominium and declarations of covenants, conditions and restrictions of record as of Closing; and any other matters of title appearing in Fulton County land records (collectively referred to as the "Existing Title Exceptions"). Existing Title Exceptions shall also include all zoning and land use laws, codes and regulations, liens, easements, encumbrances, leases and other restrictions of public record affecting Seller's Good and Marketable Fee Simple Title to the Property on the Effective Date, including matters of survey, matters which would be discovered upon an inspection of the Property and any matter objected to but not cured by Seller and which Purchaser elects to accept. Seller warrants that on the Closing Date the Property is unencumbered by any leases and there is no tenant in possession. In the event the Seller should be unable to convey the Property at Closing to Purchaser with the quality of title required by this Section, Seller shall notify Purchaser in writing of any deficiencies, and Purchaser may either take such title as Seller can give, or Purchaser may terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($225.00), which shall be paid to Seller in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder.

(d) Title Objections. Purchaser shall have thirty (30) days following the Effective Date to conduct an examination of the condition of Seller's title to the Property (including matters of survey and inspection), and to deliver to the Seller written notice of any objections by the Purchaser to the condition of the Seller's title (the "Title Objection Notice"). Subject to Subsection 4(g) below, any objectionable matters omitted from Purchaser's Title Objection Notice or if Purchaser fails to deliver the Title Objection Notice within the thirty (30) day period specified, all such matters of title except for "Monetary Encumbrances" as defined in Subsection 4(f) below shall be deemed waived by Purchaser.

(e) Cure Period. Seller shall have until thirty (30) days from the date of Purchaser's initial notice of objections, if any, in which to review such title objections, and, if Seller elects, to give Purchaser notice of any objections specified in such notice which Seller intends to attempt to cure. With the exception of any "Monetary Encumbrances," as defined herein, Seller shall have no obligation to take any action whatsoever to cure any objections by Purchaser to the condition of Seller's title which are Existing Title Exceptions. Any Existing Title Exceptions to which the Purchaser does not object within the 30-day period provided herein (other than Monetary Encumbrances) shall become Permitted Title Exceptions at the end of such 30-day period. Unless Seller notifies the Purchaser within such 30-day period of any of Purchaser's objections which the Seller intends to cure, the Seller shall be deemed to have declined to cure any such objections. Seller shall have a reasonable time, but not more than thirty (30) days after the delivery of Purchaser's notice of title objections, to remove any of Purchaser's objections to Seller's title which the Seller has agreed to attempt to cure, provided that the Seller shall not be deemed to be in default of this Agreement, if the Seller fails or is unable to remove any such title objections.

(f) Removal of Monetary Encumbrances. Notwithstanding any other provision of this Agreement, the Seller shall be obligated to remove not later than Closing all security deeds, mortgages, tax liens, financing statements and other liquidated financial encumbrances of any kind affecting Seller's title to the Property incurred by, against or at the instance of the Seller and Seller's predecessors, whether or not such matters were included in any notice of objection by the Purchaser to Seller's title (the "Monetary Encumbrances"). The Closing Agenda shall withhold and disburse from the Purchase Price a sufficient amount to satisfy all such Monetary Encumbrances.

(g) Purchaser's Termination Rights. If Seller fails to attempt or is unable to cure all of the Purchaser's valid objections to the condition of the Seller's title hereunder of which Seller received timely notice as provided in Subsection 4(d) above, or if the Seller fails to remove all such objections, if any, which the Seller has agreed to attempt to cure within the time allowed herein, then at the option of the Purchaser, to be exercised by the Purchaser within ten (10) days after the last date on which the Seller may elect to attempt to remove such title objections, if no such election is received, or, if Seller elects to attempt to cure or satisfy some or all of such objections, then within ten (10) days after the last date on which the Seller may provide evidence that all such objections have been cured and satisfied, Purchaser may, in Purchaser's sole discretion: (i) waive all of Purchaser's unsatisfied objections (other than Monetary Encumbrances) and purchase the Property, in which case, all remaining Existing Title Exceptions other than Monetary Encumbrances shall become Permitted Exceptions; or (ii) terminate this Agreement by written notice to the Seller, in which case Seller shall promptly refund any Earnest Money paid (less the sum of FIVE HUNDRED AND 00/100 DOLLARS ($500.00), which shall be paid to Seller in consideration for this Agreement) and, upon receipt of such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other.

(h) Changes in Condition of Seller's Title after the Effective Date. Seller agrees and covenants with the Purchaser that, from and after the Effective Date, Seller will not take any action or allow any condition to exist which will adversely affect the condition of the Seller's title on the Effective Date. However, notwithstanding Subsection (g) hereof, in the event that, after the county record date of the Purchaser's examination of title or title commitment and before Closing, Purchaser discovers any adverse change in the condition of Seller's title (other than Monetary Encumbrances) which did not first appear of record until after the Effective Date of this Agreement, Purchaser shall have the additional right to object to such new matters at any time prior to the Closing; and, in the event of such objections, Seller shall have thirty (30) days within which to cure all such objections. If Seller should fail to cure all such new objections within such 30-day period, Purchaser shall have the right to elect within 10 days following the end of such 30-day period between the actions described in Items (i) and (ii) of Subsection (f) hereof. If the Purchaser elects to Close notwithstanding such objections, all title restrictions of record on the Closing Date (other than Monetary Encumbrances) shall become Permitted Exceptions.

(i) Failure to Deliver Written Election. If the Purchaser should fail to make a timely election by delivery of written notice to the Seller between the waiver and termination alternatives of Items (i) and (ii) of Subsections (g) and (h) hereof, Purchaser shall be conclusively deemed to have elected to terminate this Agreement.

5. Purchaser's Inspection and Other Due Diligence.

(a) Access and Inspection. From the Effective Date of this Agreement until the Closing Date, (hereinafter the "Inspection Period"), Seller hereby grants Purchaser the right to enter upon the Property at reasonable times after reasonable prior notice to the Seller, and at the Purchaser's sole risk and expense, for the purpose of conducting such appraisals, traffic studies, wetlands studies, non-invasive environmental and soils tests and reports, engineering and any other inspections and investigations contemplated by this Agreement. Purchaser shall not undertake any invasive testing within the Property without the prior written consent of Seller, which Seller may withhold in its reasonable discretion. Notwithstanding the foregoing, without the Seller's express consent, representatives of the Purchaser shall not enter the interior of the buildings located upon the Property or any fenced and gated areas without a representative of the Seller being present and, to the extent permitted by law, Purchaser hereby agreed to indemnify and hold Seller harmless from any and all liability, damage, injury, claims and/or actions related to any such inspections or investigations as provided in Subsection 5(e) below. If this Agreement is terminated for any reason, Purchaser agrees to restore the Property to its condition prior to any of Purchaser's investigations or tests.

(b) Seller Due Diligence Deliveries. Seller shall deliver to the Purchaser within five (5) business days after the Effective Date complete and accurate copies of any surveys, inspections, leases, environmental test and reports, or other documents in Seller's possession evidencing any encumbrances existing on the Property, if any (hereinafter the "Seller Deliverables").

(c) Purchaser's Right to Terminate. Purchaser's obligation to purchase the Property is conditioned upon Purchaser's review and approval, prior to the expiration of the Inspection Period and in Purchaser's sole discretion, for any reason or no reason, of all matters pertaining to the physical, structural, electrical, mechanical, soil, drainage, environmental, economic, tenancy, zoning, land use and other governmental compliance matters and conditions respecting the Property.

(d) Notice of Termination. In the event that Purchaser's inspection and investigation of the Property results in a determination by the Purchaser that the Property is unsatisfactory for Purchaser's intended uses or is otherwise unsuitable or unacceptable in any respect, the Purchaser may terminate this Agreement by delivery to the Seller (with a copy to the Escrow Agent) a written notice of termination on or before close of business (5:00 p.m. local time) thirty (30) days after the Effective Date of this Agreement, (hereinafter the Notice of Termination"). The period beginning on the Effective Date and ending on the either: (i) the date the Purchaser delivers written Notice of Termination to the Seller that the Purchaser waives all rights to terminate this Agreement pursuant to this Subsection; or (ii) thirty (30) days after the Effective Date of the Agreement (hereafter referred to as the "Free Look Period"). Upon receipt of a timely Notice of Termination, the Escrow Agent shall promptly refund all Earnest Money paid (less the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00), which shall be paid to Seller in consideration for this Agreement), and, upon receipt of such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other. If the Purchaser does not deliver such written Notice of Termination on or before such date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 5, and such right shall expire, become null and void and shall have no further force or effect. Except in the case of an express written waiver, nothing herein shall be deemed, however, to result in a waiver of any other express right or option of the Purchaser to terminate this Agreement, including the Purchaser's right to terminate under Section 4. (Title), or the Environmental Condition, which shall be conditions separate from the Purchaser's termination right hereunder.

(e) Inspections at Purchaser's Risk and Expense. All inspections and testing of the Property by Purchaser and its agents shall be performed at the sole cost and risk of the Purchaser. If this Agreement is terminated, Purchaser shall promptly return to Seller all information that exists in any form or media regarding the Property provided by or on behalf of Seller, together with copies, at no cost to Seller, of all title, surveys, engineering, traffic, environmental, soils and other reports and studies obtained by Purchaser through its investigation of the Property assigned to Seller, to the extent possible if requested by the Seller. Purchaser shall not create or leave any dangerous or hazardous conditions on the Property as a result of its testing and shall immediately correct any such conditions that may result from such testing. In addition, in the event this Agreement is terminated for any reason, Seller shall restore the Property to its condition prior to the conduct of any testing by Purchaser.

(f) Invasive Testing. Purchaser may only conduct environmental testing on the soil located on the Property as reasonably determined to be appropriate by the Purchaser following written notice to Seller, and the consent of Seller to such invasive testing, all such testing subject to the terms of Inspections set forth in this Agreement. Prior to conducting any invasive testing, Purchaser, or Purchaser's contractor(s), shall procure and provide evidence thereof to Seller of applicable insurance, naming Seller as an additional insured, in an amount not less than $1,000,000, so as to indemnify and defend Seller, to the extent permitted by law, from any and all liability or damage arising out of such invasive testing.

6. Escrow Instructions.

(a) Handling of Earnest Money. Escrow Agent shall promptly advise Seller and Purchaser in writing if the Earnest Money is not received by Escrow Agent in a timely fashion. Escrow Agent shall promptly deposit and hold the Earnest Money in the federally insured account at the banking institution where the Escrow Agent maintains the other funds it holds in escrow for its clients and others ("Escrow Account"). Escrow Agent may commingle the Deposit with funds of other clients in the Escrow Account and shall retain the interest earned on the Earnest Money to compensate the Escrow Agent for performing its obligations hereunder. Escrow Agent shall not be accountable for any direct or indirect incidental benefit which Escrow Agent may receive from the depository bank which is attributable to the Earnest Money.

(b) Disbursement of Funds. At such time as Escrow Agent receives written notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, and the person to whom the Earnest Money is to be disbursed is other than the Closing Agent, the Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of five (5) days after giving such notice. If the Escrow Agent receives written notice from either Seller or Purchaser within such five (5) day period, which notice countermands or objects to the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Section 5, then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in Section 5 without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or objecting to a request for disbursement.

(c) Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (i) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (ii) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

(d) Disputes/Interpleader. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth (30th) day following the Closing Date specified in Section 7, then Escrow Agent shall be entitled, but not required, to tender the Earnest Money into the registry or custody of any court of competent jurisdiction, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by Escrow Agent). The Escrow Agent may reimburse itself from the Earnest Money for a reasonable attorney's fee and other reasonable costs of filing any such interpleader action. The Escrow Agent may also, in its discretion, elect to refrain for any period from initiating any such interpleader action, and may in lieu thereof, continue to hold the Earnest Money in escrow subject to the terms and conditions of this Section pending a resolution of all disputes between the parties.

7. Closing. The term "Closing," as used herein, means the consummation of the purchase and sale of the Property pursuant to this Agreement. The Closing shall include, *inter alia*, the delivery and acceptance of the Purchase Price by the Seller and the execution and delivery by the Purchaser and Seller as applicable of the Closing Documents and other Deliveries described herein.

(a) Closing Date. The term "Closing Date," as used herein, means the date on which the Closing is consummated.

i. Initial Closing Date. Subject to the rights of the Purchaser and the Seller to defer the Closing Date by exercising their respective extension rights as set forth in this Agreement, the Closing shall take place on NOVEMBER 1, 2023 at a time and on a date specified by the Purchaser after at least five (5) business days prior written notice to Seller or if no such notice has been received, on NOVEMBER 1, 2023 at 10:00 am local time (the "Initial Closing Date") at the law office of the Closing Agent, as elected by Purchaser, within 15 miles of the City of Sandy Springs (the "Closing Agent").

ii. Purchaser 's Right to Extend . Should Purchaser, in Purchaser's sole discretion, desire to extend the Closing Date by up to an additional thirty (30) days, Purchaser shall have the one time right to extend closing and may obtain such extension upon delivery of written notice of such 30-day extension to Seller before the date five (5) business days before the Initial Closing Date and payment to the Escrow Agent of SIX THOUSAND AND NO/100 DOLLARS ($6,000.00) as additional Earnest Money. If this Agreement should terminate without Closing, all additional Earnest Money shall be treated as Earnest Money subject to the provisions of this Agreement.

(b) Closing Documents. On the Closing Date:

i. Seller Deliveries. Seller shall execute the following documents and instruments provided by Purchaser's Closing Agent, all in a standard form and substance reasonably satisfactory to legal counsel for the Purchaser and Seller, duly executed by or on behalf of Seller (where applicable under oath or in proper legal form for recording): (i) a limited warranty deed conveying Seller's Good and Marketable Fee Simple Title to the Property to the Purchaser, subject only to Permitted Exceptions; any curative documents which the Seller may agree to furnish in connection with the Closing pursuant to Section 4 hereof; (ii) a Sellers' affidavit of ownership with respect to the Property, qualified to the knowledge of Seller and providing that nothing contained therein shall in any way enlarge or otherwise modify the warranty of title given in the deed of conveyance at Closing; (iii) a tenant estoppel certificate satisfactory to Purchaser, unless the Property is unencumbered by any leases or tenants in possession; (iv) a copy of the final bill for each utility servicing the property, showing the cancellation of the utility and payment in full of all outstanding charges, provided that such confirmations may be provided within five (5) business days following Closing; (v) such tax certifications, affidavits of authority and residency, and other customary closing documents as reasonably requested; (vi) full and exclusive possession of the Property; and (vii) keys to all locks located in the Property, if any.

ii. Purchaser Deliveries. Purchaser shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement and shall also execute and deliver other customary closing documents as reasonably requested.

iii. Closing Memorandum. Purchaser and Seller shall execute and deliver a settlement statement, HUD-1 Form or other closing memorandum disclosing the prorations, adjustments, funds paid and received by and to all parties at the Closing in reasonable detail, together with such other information concerning the Closing as the Closing Agenda should reasonably consider necessary and proper to properly and accurately document the Closing.

(c) Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Purchaser and Seller at Closing, or thereafter if Purchaser and Seller shall agree:

i. All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property, (hereinafter called the "Taxes"), for the year in which Closing occurs shall be prorated between the Seller and the Purchaser.

ii. Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date. All such prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effective at Closing, except as otherwise provided and as further specified herein.

(d) Costs of Closing.

i. Seller: Seller shall pay the fees of the Seller's attorney and any other advisors; the cost of satisfying all Monetary Encumbrances and removing the same from the public records; the cost of preparing and filing any curative documents which the Seller may agree to deliver pursuant to Section 4 hereof; and, any other costs which the Seller may expressly agree to pay pursuant to this Agreement, but no other charges;

ii. Purchaser: Purchaser shall pay the State of Georgia Real Estate Transfer Tax payable on the recording of the Seller's deed; all recording costs not payable by the Seller; all costs of Purchaser's title examination, title commitment and any updates and Purchaser's title premiums; all costs of Purchaser's surveys, appraisals, soils and environmental testing, wetlands investigations and other due diligence costs incurred in connection with the Purchaser's due diligence investigation of the Property; the fees of Purchaser's attorney and other advisors, and, any other costs and expenses of the transaction which are not explicitly the obligation of Seller hereunder.

8. Seller's Covenants, Representations and Warranties. In accordance therewith, Seller shall execute a certificate at Closing for the purpose of restating and affirming the representations made in this section. As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller covenants, represents, and warrants that, to the best of Seller's present knowledge, information and belief, without any independent investigation or inquiry:

(a) Seller has the right, power, authority, discretion and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement. Any individuals who may have executed this Agreement on behalf of the Seller in their representative capacities are duly constituted, appointed or elected and authorized to do so; any consent required by the Seller's members or shareholders to make such action effective has been obtained;

(b) There is no pending action, suit, proceeding or investigation involving the Seller or the Property which would become a cloud on the title to the Property or any portion thereof which questions the validity or enforceability of the transaction herein described or any action taken in connection with said transaction in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental agency;

(c) Seller has received no notice of, nor does Seller have knowledge of, any pending, threatened or other adverse claims which might affect the Property, other than Purchaser's intended future acquisition of the Property in accordance with a public right of way project;

(d) On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect, engineer or utility provider for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any such person or entity could claim a lien against the Property;

(e) On the Closing Date, Seller warrants that there are no leases, licenses, option agreements, purchase agreements or other occupancy agreements, oral or written, which affect the Property. There are no parties in possession of, or claiming any possession to, any portion of the Property as tenants, holders of easements, licensees or, to the best of Seller's knowledge, trespassers or otherwise except as may be set forth in documents recorded in the official public records of Fulton County;

(f) Seller will pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the Effective Date and the Closing Date; and,

(g) On the Closing Date, Seller shall provide Purchaser with all keys, door openers, codes, and other similar equipment pertaining to the Property.

9. Purchaser's Representations and Warranties: The Purchaser is a municipal corporation duly authorized and existing under the laws of the State of Georgia. Subject to the conditions specified herein below, Purchaser has the right, power, authority, discretion and capacity to buy the Property in accordance with the terms, provisions and conditions of this Agreement. The individual who has executed this Agreement on behalf of the Purchaser in his or her representative capacities is duly constituted, appointed or elected and authorized to do so.

10. Default and Remedies.

(a) If the purchase and sale of the Property contemplated hereby does not close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Purchaser of Purchaser's obligations under this Agreement, and if the Purchaser fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Seller describing the default and, if any action is possible to cure the same, describing such action, Seller shall retain the Earnest Money as bargained for liquidated damages incurred by the Seller arising from the Purchaser's failure to close, and not a penalty.

(b) If the purchase and sale of the Property contemplated hereby does not close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Seller of Seller's obligations under this Agreement, and if the Seller fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Purchaser describing the default and, if any action is possible to cure the same, describing such action, Purchaser shall elect, , either: (i) to terminate this Agreement by delivery of written Notice of Termination to the Seller, in which case the Earnest Money shall be promptly refunded to Purchaser; or (ii) in the alternative, the Purchaser shall have the right to sue Seller for specific performance of this Agreement so long as such suit is filed within thirty (30) days of Seller's alleged default, and, if Seller should receive an order for specific performance, Purchaser shall also be entitled to receive a monetary award of damages not in excess of Purchaser's attorney's fees and costs of the litigation actually and reasonably incurred. The inability of Seller to convey the Property to the Purchaser on the Closing Date with the quality of title required by this Agreement shall not constitute a default by Seller under this Agreement unless the title restriction causing such inability arises after the Effective Date by reason of a willful action of the Seller in violation of this Agreement or the failure to take an action required by this Agreement which Seller could have taken. To the extent permitted by law, Seller shall not be liable to Purchaser for damages of any kind or nature except as set forth in item (ii) hereinabove.

11. Risk of Loss. Seller shall bear the risk of loss with respect to the Property until possession of the Property is delivered to Purchaser as provided in Subsection 7(b) hereof.

12. Damage or Destruction Before Closing. Seller shall continue to maintain its current property and casualty and general liability insurance coverages in effect through the later of the Closing Date or the date Seller tenders possession of the Property to the Purchaser. In the event the Property, or a portion thereof is destroyed or damaged by fire or other casualty prior to the Closing, then Purchaser, at its option, may elect to either: i) accept conveyance of the remaining portion thereof and receive from Seller at Closing all insurance proceeds payable under Seller's policies of insurance for such fire or casualty related to the improvements on the Property, but not related to the contents or personal property contained within or upon the Property; or (ii) cancel this Agreement, whereupon the Earnest Money (less FIVE HUNDRED AND NO/100 DOLLARS ($500.00) to be paid to the Seller for entering into this Agreement) shall be returned to Purchaser and the parties will have no further obligation hereunder, except as expressly provided herein.

13. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller.

14. Binding Effect. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective legal representatives, successors and permitted assigns.

15. Legal Fees/Brokerage Fees Disclosure. Except as to Scott W. Peters of Schreeder, Wheeler & Flint, LLP, (the "Attorney"), for whose legal fees of [2.5% of the Purchase Price] the Seller is solely responsible, Seller represents to Purchaser that Seller has not discussed this Contract or the subject matter hereof with any real estate broker, agent or salesperson, so as to create any legal right of any such broker, agent or salesperson to claim a real estate commission, finder's fee, or similar compensation from Purchaser with respect to the sale and/or conveyance of the Property contemplated in this Contract. Seller hereby indemnifies and holds Purchaser harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and costs of litigation) that Purchaser may suffer or incur because of any claim by any broker, agent or salesperson, whether or not meritorious, for any compensation with regard to this Contract or the sale and purchase of the Property contemplated herein, and arising out of any acts or agreements of Seller. Except as to the Attorney, for whose legal fees the Seller is solely responsible (and as to whose payment the Purchaser shall have no responsibility), Purchaser represents to Seller that Purchaser has not discussed this Contract or the subject matter hereof with any real estate broker, agent or salesperson, so as to create any legal right of any such broker, agent or salesperson to claim a real estate commission, finder's fee, or similar compensation from Seller with respect to the sale and/or conveyance of the Property contemplated in this Contract. To the extent allowable by law, Purchaser hereby indemnifies and holds Seller harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorney's fees and expenses and costs of litigation) that Seller may suffer or incur because of any claim by any broker, agent or salesperson (exclusive of the Attorney) whether or not meritorious, for any compensation with regard to this Contract or the sale and purchase of the Property contemplated herein, and arising out of any acts or contracts of Purchaser, and that under no circumstances shall any portion of the Purchase Price be charged for any such claim of any broker, agent or salesperson claiming by or through Purchaser, it being agreed that Purchaser shall, to the extent permitted by law, be responsible for any such claims under the provisions of this Agreement in addition to the Purchase Price. The provisions of this Section shall survive Closing or any termination of this Contract.

16. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase and sale of the Property and other matters

contained herein, and this Agreement contains the sole and entire understanding between Seller and Purchaser with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

17. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Notwithstanding the foregoing, Seller shall deliver to Purchaser one original signed copy of this Agreement.

19. Time. Time is and shall be of the essence of this Agreement.

20. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

21. Exhibits. Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

22. Notices. All notices, requests, demands, tenders and other communications hereunder shall be in writing. Any such notice, request, demand, tender or other communications shall be deemed to have been duly given if personally delivered or on the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below its execution hereof. Any party, by written notice to the others in the manner herein provided, may designate an address different from that set forth herein.

Seller:	Ms. Jerri Lee Ready D'Oliveira 3019 Fox Point Creek Murfreesboro, TN 37129-5875
With a copy to:	Mr. Scott W. Peters Schreeder, Wheeler and Flint LLP 1100 Peachtree Street, NE Suite 800 Atlanta, GA 30309
Purchaser:	City of Sandy Springs, Georgia Attn: City Manager 1 Galambos Way Sandy Springs, Georgia 30328

With a copy to: City Attorney
City of Sandy Springs, Georgia
1 Galambos Way
Sandy Springs, Georgia 30328

Escrow Agent: The Law Office of John W. Bell, PC
5 Concourse Parkway
Suite 3000
Atlanta, Georgia 30328

23. Survival. Except as otherwise specified in this Agreement, all conditions or stipulations shall merge with the closing herein.

24. Miscellaneous. If the final date for any period provided for herein for the performance of any obligation or for the taking of any action falls on Saturday, Sunday, or Federal Reserve holiday, then the time of the period shall be deemed extended to the next day which is not a Saturday, Sunday, or Federal Reserve holiday.

25. Special Stipulations. The following Special Stipulations, if conflicting or inconsistent with any of the preceding portions of this Agreement, or any Exhibit, addendum attached hereto, shall control the rights and obligations of the parties and the interpretation of this Agreement:

(a) Environmental Condition. Seller acknowledges that Purchaser's obligation to close the purchase of the Property shall be conditioned upon the receipt of a Phase I and, if recommended by the Purchaser's environmental engineer or consultant, a Phase II environmental assessment of the Property with the scope and specific tests recommended by the Purchaser's environmental engineer or consultant. All such environmental testing shall be at the Purchaser's sole cost and risk.

If any Phase II testing is required Purchaser shall notify Seller in writing of such occurrence prior to the expiration of the Free Look Period and upon delivery of said notice Purchaser shall have the right to extend the Free Look Period an additional thirty (30) days. If Purchaser fails to provide such notice prior to expiration of the Free Look Period, Purchaser shall have waived any right to terminate the Agreement related to the environmental condition of the Property. If Purchaser provides such written notice to Seller, Purchaser may order any applicable Phase II testing.

In the event that; (i) any Phase II testing has been ordered within the time and under the conditions provided herein, but the report with the results of such tests has not been completed and received by the Purchaser before the end of the Free Look Period or as extended herein, or (ii) if the results of such Phase II testing reveals contamination of the improvements, soil or groundwater of the Property at levels which are reasonably unacceptable to the Purchaser and provided Purchaser has delivered such Phase II environmental report to the Seller; Purchaser may terminate this Agreement by delivery of written Notice of Termination to the Seller, in which case this Agreement shall terminate, the Escrow Agent shall refund the Earnest Money to Purchaser (less FIVE HUNDRED AND NO/100 DOLLARS ($500.00) to be paid to the Seller for entering into this Agreement), and neither party shall have any further obligation or liability to the other, except as otherwise specifically provided by this Agreement.

If the Purchaser has not delivered Purchaser's Notice of Termination to the Seller within the time provided herein, the Purchaser's right to terminate the Agreement pursuant to Subsection 24 (a) of this Stipulation shall expire.

26. Ratification by City of Sandy Springs. The approval and enforceability of this Agreement shall be subject to the approval and ratification of this Agreement by the Mayor and City Council of the City of Sandy Springs, Georgia. Should the Mayor and City Council fail to approve this Agreement within thirty (30) days of the Effective Date, the Agreement shall become void and all Escrow Funds shall be refunded to Purchaser.

27. AS-IS PROVISIONS. SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE REPRESENTATIONS SET FORTH IN THIS AGREEMENT AND THE LIMITED WARRANTY OF TITLE AS SET OUT IN THE DEEDS, AS DEFINED BELOW), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW). ADDITIONALLY, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF

SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. PURCHASER HEREBY AGREES, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF PURCHASER'S ACTIONS IN CONNECTION WITH PURCHASER'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT OF THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE EACH CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY. SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives on the dates written below.

SELLER:

Jerri Lee Ready d'Oliveira — 9/21/23

JERRI LEE READY D'OLIVEIRA, as Executor of the Estate of Virgina Christine Abney Ready, Deceased — **DATE**

Jerri Lee Ready d'Oliveira — 9/21/23

JERRI LEE READY D'OLIVEIRA — **DATE**

PURCHASER'S ACCEPTANCE:
City of Sandy Springs

By: ______________________________
EDEN FREEMAN, CITY MANGER

[corporate seal]

Purchaser confirms that the Effective Date of this Agreement is ____________________, 2023.

____
initial here

ESCROW AGENT:

By: ______________________________
JOHN W. BELL

Date: ______________________________

RESOLUTION NO. ________

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT A PURCHASE AND SALE AGREEMENT ON THAT CERTAIN TRACT OF LAND LOCATED AT 424 HAMMOND DRIVE, LYING IN LAND LOT 71 OF THE 17TH DISTRICT, (TAX ID# 17-0071-0002-063-4), CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, the City of Sandy Springs ("City") is currently in the process of constructing the S2-193 Hammond Drive Widening Project ("Project"); and

WHEREAS, in order to construct the Project, fee simple rights are required over, under, and through the property located at 424 Hammond Drive (hereafter, the "Property"), Tax Id# 17-0071-0003-063-4, in Land Lot 71 of the 17th District, Fulton County, City of Sandy Springs, Georgia, and owned by Jerri Lee Ready D'Oliveira, individually and Jerri Lee Ready D'Oliveira as Executrix of the Estate of Virginia Christine Abney Ready ("Owner"); and

WHEREAS, City staff has reached an amicable settlement with the Owner for purchase of the Property in the amount of $510,000.00; and

WHEREAS, the Department of Public Works, in response to guidance provided by the City Manager, has reviewed and desires that City Council approve the attached Purchase and Sale Agreement for purchase of the Property in the amount of $510,000.00; and

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

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

1. That purchase of the Property, as defined above and in the Agreement, is hereby authorized in the amount of $510,000.00.

2. That the attached Agreement is hereby approved;

3. That the Mayor or appropriate City official is hereby authorized to execute the Agreement, subject to approval of the City Attorney and the City Finance Director; and

4. That the City Manager and appropriate City staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

RESOLVED this 3rd day of October, 2023.

Approved:

____
Russell K. Paul, Mayor

Attest:

____
Raquel D. Gonzalez, City Clerk

(Seal)