



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, January 2, 2024

Regular Meeting

6:00 PM

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

Live-stream: 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. **2024-001** Meeting Minutes
December 19, 2023 City Council Meeting

VII. Presentations

VIII. Public Hearing

- A. **2024-002** ABL#103916- Approval of Alcoholic Beverage License Application for M2 Convenience Store LLC for d/b/a Texaco Food Mart / 8779 Dunwoody PL, Sandy Springs GA 30350

Applicant is Karim Bhalwani for Package Wine & Malt.
(Presented by Toni Carlisle, Chief Financial Officer)

IX. New Business

- A. **2024-003** Request for Mayor and City Council Consideration to Approve Contract Award to

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

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



SANDY SPRINGS

GEORGIA

Gresham Smith for the Development of the City of Sandy Springs Safety Action Plan as it Relates to the Safe Roads and Streets for All Project and to Authorize the City Manager to Execute the Contract

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

- B. **2024-004** Request for Mayor and City Council Consideration to Approve Amendment Number 1 to the Intergovernmental Agreement between the City of Sandy Springs and as it Relates to the PATH400 Multiuse Trail Extension Project and for the Mayor to Execute the Amendment T0060-S2121, PI 0015023

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

- C. **2024-005** Request for Mayor and City Council Consideration to Approve an Intergovernmental Agreement between the City of Sandy Springs and the City of Atlanta for the Construction of the PATH400 Multiuse Trail Extension Project and for the Mayor to Execute the Agreement, T0060-S2121, PI 0015023

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

- D. **2024-006** Request for Mayor and City Council Consideration to Approve a Memorandum of Agreement between the Georgia Department of Transportation and the City of Sandy Springs for the Innovative Interchange Scoping Study of I-285/SR 9-(PI No. 0019792)

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

- E. **2024-007** Request for Mayor and City Council to Accept a Right of Entry Agreement between the City of Sandy Springs, Sandy Springs Regency, LLC and the Georgia Power Company as it Relates to the Johnson Ferry Road/Mount Vernon Highway Improvements Project and the Authorize the Mayor to Execute the Agreement

(Presented by Dan Lee, City Attorney)

X. Reports

- A. **2024-008** Mayor and Council Report

- B. **2024-009** Staff Reports

XI. Executive Session - Litigation & Real Estate

XII. Adjournment

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The City will make reasonable accommodations for those persons.

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

FROM: Toni Carlisle, Chief Financial Officer

DATE: December 18, 2023 Submission for the January 2, 2024 City Council Meeting

ITEM: ABL#103916- Approval of Alcoholic Beverage License Application for M2 Convenience Store LLC for d/b/a Texaco Food Mart / 8779 Dunwoody PL, Sandy Springs GA 30350

Applicant is Karim Bhalwani for Package Wine & Malt.

Recommendation:

Approve the application Retail/Package Wine & Malt for M2 Convenience Store LLC d/b/a Texaco Food Mart /8779 Dunwoody PL, Sandy Springs GA 30350

Background:

Applicant submitted a completed application on September 14, 2023. Applicant has passed the background investigation.

Discussion:

This is a New Application for Package Wine & Malt. The business is located at – 8779 Dunwoody PL, Sandy Springs GA 30350

Staff has reviewed this application and recommends approval.

Financial Impact:

Revenue – \$1,800.00

Alternatives:

None

Review:

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

Created/Initiated - 12/18/2023
Approved - 12/18/2023
Approved - 12/22/2023
Approved - 12/29/2023
Final Approval - 12/29/2023

Attachments:

1. public hearing letter- Texaco Food Mart

2. Final hearing letter- texaco



SANDY SPRINGS

GEORGIA

**CITY OF SANDY SPRINGS
PUBLIC NOTICE
23-103916**

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

DATE & TIME: January 2nd, 2023
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Retail/Package Wine & Malt

APPLICANT: M2 Convenience Store LLC
DBA Texaco Food Mart
8779 Dunwoody PL
Sandy Springs GA 30350



To: Eden Freeman, City Manager

From: Toni Carlisle, Chief Financial Officer

Date: December 18, 2023th, Submission onto the January 2nd, 2023, City Council Meeting

Agenda Item: 103916- Approval of Alcoholic Beverage License Application for M2 Convenience Store LLC for d/b/a Texaco Food Mart / 8779 Dunwoody PL, Sandy Springs GA 30350

Applicant is Karim Bhalwani for Package Wine & Malt.

CMO (City Manager's Office) Recommendation:

Approve the application Retail/Package Wine & Malt for M2 Convenience Store LLC d/b/a Texaco Food Mart /8779 Dunwoody PL, Sandy Springs GA 30350

Background:

Applicant submitted a completed application on September 14, 2023. Applicant has passed the background investigation.

Discussion:

This is a New Application for Package Wine & Malt. The business is located at – 8779 Dunwoody PL, Sandy Springs GA 30350

Staff has reviewed this application and recommends approval.

Alternatives:

None

Financial Impact:

Revenue – \$1,800.00

Concurrent Review:

Fatimah Celik, Revenue Specialist



TO: Eden Freeman, City Manager

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

DATE: December 11, 2023 Submission for the January 2, 2024 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve Contract Award to Gresham Smith for the Development of the City of Sandy Springs Safety Action Plan as it Relates to the Safe Roads and Streets for All Project and to Authorize the City Manager to Execute the Contract

Recommendation:

City Staff recommends awarding contract to Gresham Smith ("Gresham Smith") in an amount of \$335,295.00 to develop the City of Sandy Springs' (the "City") Safety Action Plan as it relates to the Safe Roads and Streets for All ("SS4A") Project (Project No. T-2406) (the "Project").

Background:

The United States Department of Transportation ("USDOT") awarded a grant to the City to develop a Safety Action Plan through the SS4A Program. The federal share of the grant is \$360,000.00. The City has an obligated match of \$90,000.00. The study should take about fifteen (15) months to complete.

An objective of the program is to set a goal toward zero roadway fatalities. The thinking is that even one fatal or serious injury crash is not acceptable. The City, and hundreds of local governments throughout the United States, are performing similar Safety Action Plans to undertake comprehensive crash evaluations and to target strategies and projects to reduce crashes that lead to serious injuries or fatalities.

There will be extensive stakeholder and public outreach, especially to communities that may be underserved, including areas of persistent poverty.

Project Objectives

In addition to fulfilling the USDOT and the Federal Highway Administration's ("FHWA") requirements for a SS4A Safety Action Plan, the City intends for this Project to provide the foundation for expansion of the City's ongoing safety program. Objectives include:

- Develop a crash dataset and identify high crash locations and high crash cost locations for 2018 through 2022;
- Identify locations with several high crash locations and/or systemic needs for future safety projects;
- Identify the high injury network of fatal and serious injury crashes;

- Establish a safety framework and goals to achieve a reduction in fatal and injury crashes across all populations;
- Identify underserved communities through data analyses;
- Identify and enact strategies and projects to achieve safety targets; and
- Develop a Safety Action Plan to include implementation program and metrics to report safety progress.

Discussion:

The City issued a Request for Proposals (“RFP”) on October 18, 2023 and closed the RFP on November 20, 2023. The City hosted a non-mandatory pre-proposal meeting on November 1, 2023.

Eight (8) proposals were received from:

- AECOM Technical Services, Inc.
- BCC Engineering, LLC d/b/a Heath & Lineback Engineers, Inc.
- Croy Engineering, LLC
- Gresham Smith
- Jacobs Engineering Group Inc.
- Kimley Horn & Associates, Inc.
- NV5 Engineers and Consultants, Inc.
- Stantec Inc.

The City Evaluation Committee was comprised of:

- Kristen Wescott, Traffic and Transportation Unit Manager
- David Low, Senior Traffic and Transportation Engineer
- Caitlin Shankle, Senior Traffic Transportation Planner
- Brendan Fitzpatrick, Traffic Engineer
- Catherine Mercier-Baggett, Sustainability Manager

Proposals were scored using the following evaluation criteria:

Project Understanding and Approach	30%
Schedule and Work Plan	10%
Project Manager and Project Team	25%
Relevant Experience	30%

Cost	5%
Total	100%

After evaluating all received proposals, four (4) firms with the highest scores were interviewed. The Evaluation Committee considered the proposals and the interviews and scored the firms as follows out of a possible 100 points:

Gresham Smith	94.1
Kimley Horn & Associates, Inc.	92.7
Stantec Inc.	90.4
Jacobs Engineering Group Inc.	90.2

The Evaluation Committee determined that Gresham Smith submitted the most responsive and responsible proposal to accomplish the Project and recommends Gresham Smith to perform the Safety Action Plan at a cost of \$335,295.00.

Financial Impact:

There are adequate funds in the Capital Improvement Program Project (Project No. T-2406) to award contract for the Project.

Alternatives:

City Council may choose not to approve the proposal from Gresham Smith as submitted and further direct City Staff to select a different consultant.

Review:

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

Created/Initiated - 12/21/2023
Approved - 12/21/2023
Approved - 12/22/2023
Approved - 12/29/2023
Final Approval - 12/29/2023

Attachments:

1. Resolution for award to Gresham Smith_12212023
2. SS4A Safety Action Plan_01022024

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE CONTRACT AWARD TO GRESHAM SMITH FOR
THE DEVELOPMENT OF THE CITY OF SANDY SPRINGS' SAFETY ACTION PLAN
AS IT RELATES TO THE SAFE ROADS AND STREETS FOR ALL PROJECT
AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT**

WHEREAS, it is a goal of the City of Sandy Springs (the "City") to reduce the rate of fatal and injury crashes in the City; and

WHEREAS, the City has received a federal grant in an amount of \$360,000.00 to develop a Safe Roads and Streets for All ("SS4A") Safety Action Plan, with a goal to eliminate roadway fatalities, to which the City has committed to provide \$90,000.00 in matching funds; and

WHEREAS, the City desires to engage a consultant to fulfill the US Department of Transportation's ("USDOT") and the Federal Highway Administration's ("FHWA") requirements for a SS4A Safety Action Plan and to provide the foundation for expansion of the City's ongoing safety program ("the Project"); and

WHEREAS, the City intends for the Project to provide the foundation for the expansion of the City's Safety Program by fulfilling the following objectives; develop a comprehensive crash database and evaluation for 2018 through 2022 and to identify high crash locations and systemic needs for future safety projects; identify the high injury network of fatal and serious injury crashes; establish a safety framework and goals to achieve a reduction in fatal and injury crashes across all populations; identify underserved communities that are disproportionately affected by fatal and serious injury crashes; identify and enact strategies and projects to achieve safety targets; and develop a Safety Action Plan to include an implementation program and metrics to report safety progress; and

WHEREAS, to further the Project, the City issued a Request for Proposals ("RFP") on October 18, 2023 seeking proposals from qualified consultants to perform the Project; and

WHEREAS, On November 20, 2023 the eight (8) proposals submitted in response to the RFP were evaluated, including a proposal from Gresham Smith in the amount of \$335,295.00, which was found by the City's Evaluation Committee to be the most responsive and responsible proposal to accomplish the scope of services for the Project; and

WHEREAS, it is the desire of the City to award contract to Gresham Smith in the amount of \$335,295.00 to provide the scope of services detailed herein.

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

1. That contract award is hereby made to Gresham Smith in the amount of \$335,295.00; and
2. The City Manager is hereby authorized to execute a contract with Gresham Smith subject to the approval by the City Attorney and the Chief Finance Director; and
3. The City Manager and appropriate City Staff are hereby authorized to take such actions as maybe deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this 2nd day of January 2024.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

(Seal)

Safe Roads and Streets For All Safety Action Plan

January 2, 2024



SANDY SPRINGS™
GEORGIA

Safe Streets and Roads for All (SS4A) Safety Action Plan

- **Timeline:**

- Notice of Grant Opportunity 7/19/2022
- Grant Application 9/6/2022
- Grant Agreement 6/20/2023
- **Proposed award January 2024**

- **Benefits:**

- Establish High Injury Network of Fatal & Serious Injury Crashes
- Targets crash problem areas as first step toward implementation of safety countermeasures in the City
- Equity Analysis to identify populations that are disproportionately impacted in fatal and serious injury crashes

Safe Streets and Roads for All Safety Action Plan (SS4A)

- **Need and Purpose:**

- Conduct city-wide crash and operational assessment for 2018-2022 of 26,000 crashes to update 2017 analysis
- Develop Safety Action Plan and consider safe systems approach, goal setting

- **Budget:**

- Total: \$450,000
- SS4A Grant: \$360,000
- City Match: \$90,000

- **Status:**

- Traffic Counts ITB 24-018; 9/8 – 10/19
- Safety Action Plan RFQ 24-017; 10/18 - 11/20
- Safety Task Force Meeting 11/21/2023

Safe System Approach

- **Principles**

- Death and Serious Injuries are Unacceptable
- Humans Make Mistakes
- Humans Are Vulnerable
- Responsibility is Shared
- Safety is Proactive
- Redundancy is Crucial

- **Objectives**

- Safer People
- Safer Roads
- Safer Vehicles
- Safer Speeds
- Post-Crash Care



Safety Action Plan Elements

- Safety analysis – analyze crash data 2018-2022; apply traffic volumes; identify high crash rate locations for fatal and injury crashes
- Leadership commitment and goal setting - Vision Zero; ambitious goal of reducing fatal and injury crashes by a specific date
- Planning structure
- Engagement and collaboration
- Equity considerations
- Policy and process changes
- Strategy and project selections – project development & prioritization
- Progress and transparency

Leadership Engagement & Goal Setting

- **Leadership Engagement**

- Update from consultant & City staff up to 3 times during 15-month study

- **Vision Zero**

- Ambitious goal of reducing fatal and injury crashes by a specific date

- **Potential Goals**

1. Reduce roadway fatalities and serious injuries by 5% annually
 - Consistent with the Atlanta Metropolitan Transportation Plan (Atlanta Regional Commission)
2. Reduce 66% roadway fatalities and serious injuries by 2040, with an eventual goal of eliminating all roadway fatalities and serious injuries.
 - Consistent with USDOT FY 2022-2026 Strategic Plan
 - Attainable if meet or exceeds the 5% annual reduction goal
3. Goal consistent with similar sized cities with similar demographics

SS4A External Stakeholders / Safety Committee

Governmental agencies:

- Georgia Department of Transportation District 7 and Traffic Management Center
- MARTA
- GRTA/SRTA
- Atlanta Regional Commission
- Governor's Office of Highway Safety
- Centers for Disease Control and Prevention
- Fulton County School System
- Fulton County Health Department

Non-governmental organizations:

- Mothers Against Drunk Driving
- American Association for Retired Persons
- Perimeter Community Improvement District
- Northside Hospital, Emory/St. Joseph's Hospital, and Children's Healthcare of Atlanta
- Bicycle and pedestrian advocacy
- Community Action Center

Next Steps

- City Council approve Safety Action Plan award

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	8/30/2024
Planned Action Plan Completion Date:	11/30/2024
Planned Action Plan Adoption Date:	01/15/2025
Planned SS4A Final Report Date:	06/01/2025

- Future:
 - Consider applying for Demonstration Grant
 - Consider applying for Implementation Grant



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Eden Freeman, City Manager

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

DATE: December 11, 2023 Submission for the January 2, 2024 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve Amendment Number 1 to the Intergovernmental Agreement between the City of Sandy Springs and as it Relates to the PATH400 Multiuse Trail Extension Project and for the Mayor to Execute the Amendment T0060-S2121, PI 0015023

Recommendation:

Staff recommends that the Mayor and City Council approve the execution of Amendment Number 1 to the original Intergovernmental Agreement (“IGA”) between the City of Sandy Springs (“Sandy Springs”) and the City of Atlanta (“Atlanta”) for the design of the Path400 Multiuse Trail Extension Project (the “Project”) (Project No. T0060), and to authorize the Mayor to execute the agreement subject to approval by the City Attorney and Chief Financial Officer.

Background:

The City of Sandy Springs entered into an IGA with the City of Atlanta in May 2019 to share the preliminary engineering (“PE”) costs for the SR 400 Multiuse Trail Extension. On January 19, 2023, Heath & Lineback, Inc. (“Heath & Lineback”) submitted a change order request for additional funds (Task Order 4) to complete the remaining final design project tasks that were either identified as additional scope of work or additional effort beyond previous assumptions. Design support during the bid, award, and construction phase of the Project were also included. Task Order 4 was approved by Sandy Springs Mayor and City Council on June 20, 2023.

Discussion:

Amendment Number 1 to the IGA outlines the additional cost sharing for the Project with Atlanta for the work included in Task Order 4, including PE. Amendment Number 1 to the IGA was approved by the City of Atlanta’s City Council on November 20, 2023 and the City of Atlanta has agreed to participate in the costs for PE within the City of Atlanta portion of the multi-use trail with an estimate not to exceed \$17,457.28. After completion of the PE, the City of Atlanta will take on the responsibility for constructing their portion of the trail.

City of Atlanta Total (From Exhibit A of IGA): \$87,286.38

Federal Share: \$68,829.10 (to be reimbursed by GDOT per Project Framework Agreement)

Local Match: \$17,457.28 (to be reimbursed by COA per IGA)

Financial Impact:

Amendment Number 1 of the IGA authorizes the City of Atlanta to reimburse the City of Sandy Springs for Preliminary Engineering services in the amount not to exceed \$17,457.28.

Alternatives:

No feasible alternative is available. If Amendment Number 1 is not approved and not fully executed by the City of Sandy Springs, the City of Atlanta will not be obligated to provide payment to the City of Sandy Springs for the remaining PE work outlined in the IGA.

Review:

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

Created/Initiated - 12/21/2023
Approved - 12/21/2023
Approved - 12/22/2023
Approved - 12/29/2023
Final Approval - 12/29/2023

Attachments:

1. First Amendment to SR400 Multi-Use Path IGA to Atlanta 2023.05.30
2. COA Resolution
3. Path 400 Resolution IGA Amendment 1_12202023

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

This FIRST AMENDMENT to the Intergovernmental Agreement (“Agreement”), entered into by and between the **City of Sandy Springs (“Sandy Springs”), Georgia**, a municipal corporation of the State of Georgia (“COSS”), and the **City of Atlanta (“Atlanta”), Georgia**, a municipal corporation of the State of Georgia (“COA”) (collectively, Sandy Springs and Atlanta may be referred to herein as “Parties” or individually as “Party”) this ____ day of _____, 2023 (“Effective Date”), amends that certain INTERGOVERNMENTAL AGREEMENT for multi-use path engineering services between the Parties for implementation of the State Route 400 multi-use path entered into on May 24, 2019 (“Agreement”).

WHEREAS, COSS and COA entered into the Agreement to design a multi-use path along State Route 400 (“GA 400”) that will extend from Loridans Drive within the City limits of Atlanta through the City limits of Sandy Springs to south of Johnson Ferry Road (“the Project”); and

WHEREAS, Sandy Springs entered into a project framework agreement with The Georgia Department of Transportation (“GDOT”) for preliminary engineering (“PE”) services for the Project; and

WHEREAS, Sandy Springs entered into a separate agreement with Heath & Lineback, Inc. (“Engineer”) to provide survey and design services for the Project; and

WHEREAS, COA and COSS agreed to provide twenty percent (20%) local funding (The “Local Funding”) for the Project to match the eighty percent (80%) federal funding (the “Federal Funding”) provided through GDOT; and

WHEREAS, in response to a Change Order from the Engineer increasing the Scope and Fee Proposal for Project attached hereto as Exhibit “A” and incorporated herein by this reference, the Parties now desire to amend Section 2.2 of the Agreement regarding the contribution of revenues by the City of Atlanta under the Agreement; and

WHEREAS, the Participating Cities have authorized the execution of this Amendment through appropriate Resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Parties hereby agree to amend the Agreement, effective May 24, 2019, as follows:

1. AMENDMENT TO RECITALS OF AGREEMENT

The sixth paragraph of the Recitals of the Agreement is hereby deleted in its entirety and in lieu thereof shall be substituted the following language:

“WHEREAS, Atlanta has agreed to participate in the PE costs associated with the Atlanta Portion, which the Parties agree are in an amount estimated not to

exceed Ninety-Eight Thousand Nine Hundred Seventy-Six Dollars and Twenty-Eight Cents (\$98,976.28); and”

The seventh paragraph of the Recitals of the Agreement is hereby deleted in its entirety and in lieu thereof shall be substituted the following language:

“WHEREAS, the Atlanta Portion of Local Funding will be provided by Livable Buckhead and the PATH Foundation through a pass-through grant in an amount not to exceed Ninety-Eight Thousand Nine Hundred Seventy-Six Dollars and Twenty-Eight Cents (\$98,976.28); and”

2. AMENDMENT TO SECTION 2.1 - ATLANTA CONTRIBUTION; PAYMENT

Under Section 2 entitled “Atlanta Contribution,” to amend Section 2.2 “Payment” to replace the dollar amount of Eighty-One Thousand Five Hundred Nineteen Dollars and Zero Cents (\$81,519.00) with **Ninety-Eight Thousand Nine Hundred Seventy-Six Dollars and Twenty-Eight Cents (\$98,976.28).**

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

All other terms and conditions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect.

In the event of any inconsistency or conflict between the terms of this First Amendment and of the Agreement, the terms of this First Amendment shall control.

The enforceability of this Amendment is subject to the receipt of Federal Funding for the Project during the fiscal year 2023.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

[signature page for First Amendment]

IN WITNESS WHEREOF, Atlanta and Sandy Springs, acting by and through their duly authorized officers, have caused this First Amendment to be executed under their respective seals.

CITY OF SANDY SPRINGS

By: _____ (SEAL)

MAYOR

Attest:

Municipal Clerk

CITY OF ATLANTA

By: _____
MAYOR

Attest:

Municipal Clerk

Recommended:

Commissioner of City Planning

Approved as to Form:

City Attorney

EXHIBIT A



**CITY COUNCIL
ATLANTA, GEORGIA**

23-R-4442

A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO AUTHORIZE AMENDMENT NUMBER 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SANDY SPRINGS FOR THE DESIGN OF THE PATH 400 MULTI-USE TRAIL EXTENSION BETWEEN LORIDANS DRIVE AND THE CITY OF SANDY SPRINGS CITY LIMIT TO ADD ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED SEVENTEEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND TWENTY-EIGHT CENTS (\$17,457.28); ALL WORK TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED; AND FOR OTHER PURPOSES.

WHEREAS, the PATH 400 multi-use trail, once complete, will provide an important regional connection for pedestrians and cyclists between the Atlanta Beltline Inc., the Peachtree Creek trails, the Buckhead business district and neighborhoods, and the City of Sandy Springs; and

WHEREAS, the City of Sandy Springs is the sponsor of the PATH 400 Trail Extension design project (GDOT PI# 0015023); and

WHEREAS, the PATH 400 Trail Extension includes a portion of trail within the City of Atlanta ("City"), between Loridans Drive and the Sandy Springs City Limit; and

WHEREAS, the City of Sandy Springs previously agreed to partner with the City to design the portion of the PATH 400 Trail Extension within the City, provided that a cost-sharing agreement between the two cities was implemented; and

WHEREAS, Ordinance 18-O-1798, adopted by the Atlanta City Council on January 22, 2019 and approved by operation of law on January 31, 2019, authorized funds awarded by the Atlanta Regional Commission to the City for the design of the PATH 400 Trail Extension within the City (GDOT PI# 0015023) to be transferred from the City to the City of Sandy Springs; and

WHEREAS, Ordinance 18-O-1797, adopted by the Atlanta City Council on January 22, 2019 and approved by the Mayor on January 28, 2019, authorized the execution of an Intergovernmental Cost Sharing Agreement ("IGA") for the design of the PATH 400 Trail Extension within the City, with the City providing an amount of up to Eighty-One Thousand Five Hundred Nineteen Dollars and No Cents (\$81,519.00) as its portion of the local match for the design work, with the PATH Foundation and Livable Buckhead, Inc. providing the City with such amount; and

WHEREAS, in response to a Change Order increasing the scope and fee proposal for the Path 400 Trail Extension within the City, the City and the City of Sandy Springs now desire to amend the IGA to reflect the updated contribution by the City of Atlanta under the IGA; and

WHEREAS, the Commissioner of the Atlanta Department of Transportation recommends executing Amendment Number 1 to the IGA with the City of Sandy Springs for the additional design costs of the Path 400 Trail Extension within the City in an amount not to exceed Seventeen Thousand Four Hundred Fifty-Seven Dollars and Twenty-Eight Cents (\$17,457.28).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, the Mayor, or his designee, is hereby authorized to execute Amendment Number 1 to the Intergovernmental Agreement with the City of Sandy Springs for the design costs of the Path 400 Trail Extension from Loridans Drive to the City of Sandy Springs, in an amount not to exceed Seventeen Thousand Four Hundred Fifty-Seven Dollars and Twenty-Eight Cents (\$17,457.28).



BE IT FURTHER RESOLVED, all contracted work shall be charged to and paid from the following:

3163 (2022A1 GO PUBLIC IMPROVEMENT (SOCIAL BONDS) FUND) 330301 (DOT Capital Project Administration) 4210000 (Highways & Streets Admin) 5999999(Projects and Grants Budget Summary) 400126 (33- Transportation CW) 406 (Path 400 Northern Extension and Safety Improvements) 22539 (3163 ATL DOT TRANSPORTATION-2022A1 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS (SOCIAL BONDS))

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized to enter into any additional agreements as may be necessary to carry out the purposes of this Resolution on the terms and conditions provided in Amendment Number 1.

BE IT FINALLY RESOLVED, that Amendment Number 1 will not become binding on the City and the City will incur no obligation or liability under it until it has been approved as to form by the City Attorney, executed by the Mayor, attested to by the Municipal Clerk, and delivered to the City of Sandy Springs.

A true copy,

ADOPTED by the Atlanta City Council
APPROVED per City Charter Sec 2-403

NOV 20, 2023
NOV 29, 2023


A/Vanessa Waldon

Municipal Clerk



**CITY COUNCIL
ATLANTA, GEORGIA**

23-R-4442

SPONSOR SIGNATURES


Howard Shook, Councilmember, District 7



**CITY COUNCIL
ATLANTA, GEORGIA**

23-R-4442

A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO AUTHORIZE AMENDMENT NUMBER 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SANDY SPRINGS FOR THE DESIGN OF THE PATH 400 MULTI-USE TRAIL EXTENSION BETWEEN LORIDANS DRIVE AND THE CITY OF SANDY SPRINGS CITY LIMIT TO ADD ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED SEVENTEEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND TWENTY-EIGHT CENTS (\$17,457.28); ALL WORK TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	11/06/2023 1:00 PM
Transportation Committee	Completed	11/15/2023 9:30 AM
Atlanta City Council	Completed	11/20/2023 1:00 PM

HISTORY:

11/06/23	Atlanta City Council	REFERRED WITHOUT OBJECTION
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REFERRED TO TRANSPORTATION COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2023 9:30 AM
11/15/23	Transportation Committee	FAVORABLE
RESULT:	FAVORABLE [5 TO 0]	Next: 11/20/2023 1:00 PM
MOVER:	Amir R Farokhi, Chair, District 2	
SECONDER:	Alex Wan, District 6	
AYES:	Farokhi, Lewis, Norwood, Overstreet, Wan	
AWAY:	Byron D Amos, Keisha Sean Waites	

11/20/2023	Atlanta City Council	ADOPTED
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RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Alex Wan, Councilmember, District 6
SECONDER:	Marci Collier Overstreet, Councilmember, District 11
AYES:	Bond, Westmoreland, Waites, Winston, Farokhi, Amos, Dozier, Bakhtiari, Wan, Shook, Norwood, Hillis, Boone, Overstreet, Lewis

A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO AUTHORIZE AMENDMENT NUMBER 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SANDY SPRINGS FOR THE DESIGN OF THE PATH 400 MULTI-USE TRAIL EXTENSION BETWEEN LORIDANS DRIVE AND THE CITY OF SANDY SPRINGS CITY LIMIT TO ADD ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED SEVENTEEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND TWENTY-EIGHT CENTS (\$17,457.28); ALL WORK TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED; AND FOR OTHER PURPOSES.

VOTE RECORD - RESOLUTION 23-R-4442						
☒ ADOPTED ☐ ADVERSED ☐ FAVORABLE ☐ ACCEPTED AND FILED ☐ REFERRED TO COMMITTEE ☐ HELD IN COMMITTEE ☐ TABLED ☐ DEFERRED ☐ RECONSIDERED ☐ FILED ☐ FILED BY COMMITTEE ☐ FAVORABLE ON SUBSTITUTE ☐ FAVORABLE AS AMENDED ☐ QUESTION CALLED ☐ SUBSTITUTED ☐ AMENDED ☐ REFERRED TO ZRB AND ZC ☐ REFERRED WITHOUT OBJECTION ☐ ADOPTED AS AMENDED ☐ ADOPTED SUBSTITUTE ☐ ADOPTED SUBSTITUTE AS AMENDED ☐ FORWARDED ☐ REFERRED TO SC ☐ FILED WITHOUT OBJECTION ☐ FAILED ☐ ADVERSED IN COMMITTEE ☐ QUADRENNIALY TERMINATED ☐ FORWARDED W/NO RECOMMENDATION ☐ FORWARDED TO FC/NQ ☐ FAVORABLE/SUB/AMENDED ☐ FAVORABLE/SUB/AMND/CONDITION ☐ FAVORABLE/AMND/CONDITION						
			YES/AYE	NO/NAY	ABSTAIN	ABSENT
	MICHAEL JULIAN BOND	VOTER	☒	☐	☐	☐
	MATT WESTMORELAND	VOTER	☒	☐	☐	☐
	KEISHA SEAN WAITES	VOTER	☒	☐	☐	☐
	JASON H WINSTON	VOTER	☒	☐	☐	☐
	AMIR R FAROKHI	VOTER	☒	☐	☐	☐
	BYRON D AMOS	VOTER	☒	☐	☐	☐
	JASON DOZIER	VOTER	☒	☐	☐	☐
	LILIANA BAKHTIARI	VOTER	☒	☐	☐	☐
	ALEX WAN	MOVER	☒	☐	☐	☐
	HOWARD SHOOK	VOTER	☒	☐	☐	☐
	MARY NORWOOD	VOTER	☒	☐	☐	☐
	DUSTIN HILLIS	VOTER	☒	☐	☐	☐
	ANDREA L. BOONE	VOTER	☒	☐	☐	☐
	MARCI COLLIER OVERSTREET	SECONDER	☒	☐	☐	☐
	ANTONIO LEWIS	VOTER	☒	☐	☐	☐

☐ RETURNED AS HELD ☐ FAVORABLE/SUB/CONDITION ☐ FAVORABLE ON CONDITION ☐ ACCEPTED ☐ AMENDED SUBSTITUTE ☐ ROUTED TO COW ☐ SUSTAINED ☐ OVERRIDDEN ☐ NOT ACCEPTED BY COMMITTEE ☐ SUSTAINED WITHOUT OBJECTION ☐ TABLED W/O OBJECTION ☐ HELD IN COW ☐ POSTPONED ☐ RETAINED AS HELD ☐ REFER TO ZRB AND ZC W/O OBJECTION ☐ AUTOMATICALLY TERMINATED (FILED)	
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[Unanimous]

Certified by Presiding Officer	Certified by Clerk
CERTIFIED 11/20/2023 ATLANTA CITY COUNCIL PRESIDENT <i>Doug Shipman</i>	CERTIFIED 11/20/2023 MUNICIPAL CLERK <i>A. Vanessa Nalal</i>
Mayor's Action <i>See Authentication Page Attachment</i>	

ADOPTED BY COUNCIL

11/20/2023

**STATE OF GEORGIA
COUNTY OF FULTON**

**A RESOLUTION TO APPROVE AMENDMENT NUMBER 1 TO THE INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF ATLANTA
AS IT RELATES TO THE DESIGN OF THE PATH400 MULTIUSE TRAIL EXTENSION
PROJECT AND FOR THE MAYOR TO EXECUTE THE AMENDMENT**

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

WHEREAS, in May 2019, the City of Sandy Springs (“Sandy Springs”) and the City of Atlanta (“Atlanta”) (collectively, the “Parties”) entered into an Intergovernmental Agreement (“IGA”) to provide terms and conditions related to cost sharing for the design of the Path 400 Multiuse Trail Extension Project (the “Project”) (Project No. T-0060) spanning from Johnson Ferry Road, within the city limits of Sandy Springs, to Loridans Drive, within the city limits of Atlanta; and

WHEREAS, the Project framework consists of Sandy Springs and Atlanta providing twenty percent (20%) local funding for the Project, with the Georgia Department of Transportation (“GDOT”) matching with eighty percent (80%) federal funding; and

WHEREAS, Amendment Number 1 to the IGA seeks to amend Recitals- Paragraph Six and Sect 2.2 in order to reflect increased costs shared by the Parties for preliminary engineering services in an amount of \$17,457.28; and

WHEREAS, it is the desire of the Parties to execute Amendment Number 1 of the IGA between Sandy Springs and Atlanta to reflect updated cost sharing totals related to increased costs for preliminary engineering services for the Project.

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

1. Amendment Number 1 to the Intergovernmental Agreement between the City of Sandy Springs and the City of Atlanta to provide for updated cost sharing related to an increase in preliminary engineering costs is hereby approved; and
2. The Mayor is authorized to execute Amendment Number 1, pending the approval of the City Attorney and Chief Financial Officer; and
3. The City Manager is authorized to take such actions as may be necessary to effectuate the intent of this Resolution.

SO RESOLVED this the 2nd day of January 2024.

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: December 11, 2023 Submission for the January 2, 2024 City Council Meeting

ITEM: Request for Mayor and City Council Consideration to Approve an Intergovernmental Agreement between the City of Sandy Springs and the City of Atlanta for the Construction of the PATH400 Multiuse Trail Extension Project and for the Mayor to Execute the Agreement, T0060-S2121, PI 0015023

Recommendation:

Staff recommends that the Mayor and City Council approve the execution of an Intergovernmental Agreement (“IGA”) between the City of Sandy Springs (“Sandy Springs”) and the City of Atlanta (“Atlanta”), both municipal corporations in the State of Georgia, for the construction of the Path 400 Multiuse Trail Extension Project (the “Project”) (Project No.: T-0060), and that the City Council authorize the Mayor to execute the agreement, subject to the approval of the City Attorney and Chief Finance Director.

Background:

The Path 400 Multiuse Trail Extension Project is currently in the final design phase and construction of the path is scheduled to begin in 2024. The Project limits extend from Loridans Drive, within the city limits of Atlanta, through the city limits of Sandy Springs to south of Johnson Ferry Road. Atlanta will be hiring their own contractor to construct the portion of the Project located within the Atlanta city limits and Sandy Springs will hire a separate contractor to construct the portion of the project located within the city limits of Sandy Springs, however, the city limit line lands in the middle of a bridge structure, which must be constructed by a single contractor. The entire bridge structure will be included in the Sandy Springs contractor’s scope and the cost of the entire bridge structure is included in the Sandy Springs’ portion of the construction cost estimate.

Discussion:

The current estimated cost for the portion of the bridge located within the Atlanta city limits is \$1,965,147.50. The City has received federal funds through the Georgia Department of Transportation (“GDOT”) for this construction work and this amount is subject to the local match requirement of twenty percent (20%).

Project Total: \$1,965,147.50

Federal Share: \$1,572,118.00 (to be reimbursed by GDOT per PFA)

Local Match: \$393,029.50 (to be reimbursed by COA per IGA)

Atlanta has approved an IGA (attached hereto) that will provide reimbursement to Sandy Springs, in an amount not to exceed \$400,000.00 for the construction of the bridge.

Financial Impact:

The IGA for construction authorizes the City of Atlanta to reimburse the City of Sandy Springs for construction, in an amount not to exceed \$400,000.00.

Alternatives:

No feasible alternative is available. If the IGA is not approved and not fully executed by Sandy Springs, Atlanta will not be obligated to provide payment to Sandy Springs for the cost of the portion of the bridge structure that is located within the Atlanta city limits.

Review:

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

Created/Initiated - 12/21/2023
Approved - 12/21/2023
Approved - 12/22/2023
Approved - 12/29/2023
Final Approval - 12/29/2023

Attachments:

1. IGA_Reimbursement - Path 400 to City of Atlanta 8.24.23
2. COA Resolution
3. Path 400 Resolution IGA-Construction_12202023

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF SANDY SPRINGS
AND
CITY OF ATLANTA**

This Intergovernmental Agreement ("Agreement"), made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between the City of Sandy Springs, Georgia, a municipal corporation of the State of Georgia ("Sandy Springs"), and the City of Atlanta, Georgia, a municipal corporation of the State of Georgia ("Atlanta"), (collectively, Sandy Springs and Atlanta may be referred to as "Parties" or individually as "Party").

WITNESSETH:

WHEREAS, Sandy Springs and Atlanta have identified a partnership potential to design and construct a multi- use path along State Route 400 ("GA 400") that will extend from Loridans Drive within the City limits of Atlanta through the City limits of Sandy Springs to south of Johnson Ferry Road ("the Project"); and

WHEREAS, Sandy Springs has entered into a project framework agreement with The Georgia Department of Transportation ("GDOT") for preliminary engineering ("PE") and construction services for the Project; and

WHEREAS, Sandy Springs has entered into a separate agreement with Heath & Lineback, Inc. ("Engineer") to provide survey, design, and construction services for the Project; and

WHEREAS, approximately twenty-two and two tenths percent (22.2%), or Two Thousand Seven Hundred Fifty (2,750) linear feet, of the Project is located within the City limits of Atlanta ("Atlanta Portion") and the remaining approximately seventy seven and eight tenths percent (77.8%) or Nine Thousand Six Hundred Fifty (9,650) linear feet of the Project lies within the City limits of Sandy Springs, as the successor-in-interest to the public road system from Fulton County, Georgia ("Sandy Springs Portion"); and

WHEREAS, Atlanta and Sandy Springs will provide twenty percent (20%) local funding (the "Local Funding") for the Project to match the eighty percent (80%) federal funding (the "Federal Funding") provided through GDOT; and

WHEREAS, the Engineer has provided to Sandy Springs a Cost Estimate in the amount of \$1,965,147.50 for the construction of that portion of the Project which crosses the Nancy Creek Bridge, also known in the Engineer's project plans as the "Path 400 Trail Extension Bridge Nancy Creek", a portion of which lies within the jurisdictional limits of both Sandy Springs and Atlanta (the "Work"); and

WHEREAS, the Parties desire that the Work be completed by the Engineer according to the Cost Estimate and that Sandy Springs direct and oversee completion of the Work and that Atlanta reimburse Sandy Springs for the Work as further provided herein; and

WHEREAS, it is in the best interest of Atlanta to enter into this Agreement with Sandy Springs in order to set forth the terms and conditions for the completion of the Atlanta Portion of the Project.

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. Sandy Springs Obligations. Sandy Springs shall be responsible for entering into an appropriate agreement(s) to engage for Work to include all design, engineering, construction management, and other professional services as may be deemed necessary and appropriate for the design and construction of the Work.
2. Compensation and Reimbursement by Atlanta. The Parties acknowledge that Sandy Springs compensate the Engineer for the full cost of the Work. Atlanta further acknowledges that they shall reimburse directly to Sandy Springs in the amount of **\$393,029.50** which represents Atlanta's proportionate share of the Local Funding for the Cost Estimate. Atlanta shall also reimburse Sandy Springs in an amount representing Atlanta's proportionate share of the Local Funding for any additional costs for the Work which exceed the Cost Estimate. Sandy Springs shall furnish to Atlanta a detailed budget for the Work as well as detailed cost estimates and any change orders to the Work as soon as they become available. For purposes of this Agreement, the City shall pay Sandy Springs within thirty (30) days upon receipt of invoice for the Work.
3. Bond and Insurance Requirements. Sandy Springs shall ensure that all its contractors for the Work provide performance and payment bonds for 100% of the costs of the and shall maintain a policy of general liability insurance and professional liability insurance, which names Atlanta and Sandy Springs as additional insureds.
4. Indemnity. Sandy Springs shall ensure that all of its contracts for the Work will be required to indemnify and hold harmless Sandy Springs and their respective officials, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work.
5. Miscellaneous Provisions.
 - 6.1. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be modified in any respect except by written instrument executed by or on behalf of the Parties in the manner as this Agreement is executed and specifically referencing such modification or amendment.
 - 6.2. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.
 - 6.3. Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been a part hereof.

6.4. Notices. Notices and reports described herein shall be delivered or sent to the parties as follows:

If to Sandy Springs:

Eden Freeman, City Manager
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

With a copy to:

Dan Lee, City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

If to City of Atlanta:

Tim Keane, Commission, City Planning
City of Atlanta
55 Trinity Avenue, S.W., Suite 1450
Atlanta, GA 30303

With a copy to:

Nina R. Hickson, City Attorney
55 Trinity Avenue, S.W., Suite 5000
Atlanta, GA 30303

6.5 Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both Parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition on this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6.6 Governance. This Agreement shall be governed by the laws of the State of Georgia.

6.7 Default and Termination. Notwithstanding the foregoing, if Sandy Springs defaults in the performance of its obligations as set forth herein, and fails to cure such default within thirty (30) days of Atlanta's written notice to Sandy Springs of such default (or if such default is not capable of being cured within thirty (30) days, Sandy Springs has not commenced and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by Atlanta upon five (5) days' prior written notice to Sandy Springs. Notwithstanding such termination, Atlanta shall still be responsible for that portion of the payment as would be appropriate restitution for the Work done up until the date of termination on the Atlanta Portion.

6.8 The enforceability of this Agreement is subject to the receipt of Federal Funding for the Project during fiscal year 2023.

IN WITNESS WHEREOF, Sandy Springs and Atlanta have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Name: _____
Title: _____

Attested by:

By: _____	_____
Name: _____	Notary Public
Title: _____	My commission expires: _____

CITY OF ATLANTA, GEORGIA

By: _____
Name: _____
Title: _____

Attested by:

By: _____	_____
Name: _____	Notary Public
Title: _____	My commission expires: _____



**CITY COUNCIL
ATLANTA, GEORGIA**

23-R-4438

A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SANDY SPRINGS FOR THE CONSTRUCTION OF THE PATH 400 MULTI-USE TRAIL EXTENSION ALONG STATE ROUTE 400 FROM LORIDANS DRIVE WITHIN THE CITY LIMITS OF ATLANTA THROUGH THE CITY LIMITS OF SANDY SPRINGS TO THE SOUTH OF JOHNSON FERRY ROAD, ON BEHALF OF THE ATLANTA DEPARTMENT OF TRANSPORTATION, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$400,000.00); ALL WORK TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED; AND FOR OTHER PURPOSES.

WHEREAS, the PATH 400 multi-use trail, once complete, will provide an important regional connection for pedestrians and cyclists between the Atlanta Beltline Inc. (ABI), the Peachtree Creek trails, the Buckhead business district and neighborhoods, and the City of Sandy Springs;
and

WHEREAS, the City of Sandy Springs is the sponsor of the PATH 400 Trail Extension design project (GDOT PI# 0015023); and

WHEREAS, the limits of the PATH 400 Extension project include the construction of a multi- use path along State Route 400 ("GA 400") that will extend from Loridans Drive within the City limits of Atlanta through the City limits of Sandy Springs to the south of Johnson Ferry Road ("the Project"); and

WHEREAS, the Commissioner of the Department of the Department of Transportation desires to enter into an Intergovernmental Agreement with the City of Sandy Springs with the City of Sandy Springs, for the construction of the PATH 400 Multi-Use Trail extension along State Route 400 from Loridans Drive within the city limits of Atlanta through the city limits of Sandy Springs to the south of Johnson Ferry Road in an amount not to exceed Four Hundred Thousand Dollars and No Cents (\$400,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to enter into an Intergovernmental Agreement with the City of Sandy Springs for the construction of the PATH 400 Multi-Use Trail extension along State Route 400 from Loridans Drive within the city limits of Atlanta through the city limits of Sandy Springs to the south of Johnson Ferry Road in an amount not to exceed Four Hundred Thousand Dollars And No Cents (\$400,000.00).

BE IT FURTHER RESOLVED that all contracted work will be charged to and paid from the following Fund, Department, and Account Numbers:

3147	(2015 Infrastructure Bond Fund)	330301
(DOT Capital Project Administration) 4210000	(Highways & Streets Admin)	5999999
(Projects and Grants Budget Summary) 112209	(Council District 7)	22280
(Infrastructure Bond-DPW); 3351	(TSPLOST Capital Project Fund) 330301	(DOT Capital Project Administration) 4210000
	(Highways & Streets Admin)	5999999
		(Projects and Grants



Budget Summary) 112763 (TSPLOST) 42427 (TSPLOST Capital Project Fund); 3501 (Park Improvement Fund) 140201 (Office of Parks) 5212001 (Consulting/Professional Services) 6210000 (Park Admin.).

BE IT FURTHER RESOLVED, that the City Attorney or her designee, is directed to prepare all appropriate documents for execution by the Mayor or his authorized designee.

BE IT FINALLY RESOLVED that the Amendment will not become binding on the City, and the City will incur no obligation or liability under the Amendment, until it has been approved by the City Attorney or her designee as to form, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to the City of Sandy Springs.

A true copy,

ADOPTED by the Atlanta City Council
APPROVED per City Charter Sec 2-403

NOV 20, 2023

NOV 29, 2023


A/ Vanessa Waldon

Municipal Clerk



**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF SANDY SPRINGS
AND
CITY OF ATLANTA**

This Intergovernmental Agreement ("Agreement"), made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between the City of Sandy Springs, Georgia, a municipal corporation of the State of Georgia ("Sandy Springs"), and the City of Atlanta, Georgia, a municipal corporation of the State of Georgia ("Atlanta"), (collectively, Sandy Springs and Atlanta may be referred to as "Parties" or individually as "Party").

WITNESSETH:

WHEREAS, Sandy Springs and Atlanta have identified a partnership potential to design and construct a multi- use path along State Route 400 ("GA 400") that will extend from Loridans Drive within the City limits of Atlanta through the City limits of Sandy Springs to south of Johnson Ferry Road ("the Project"); and

WHEREAS, Sandy Springs has entered into a project framework agreement with The Georgia Department of Transportation ("GDOT") for preliminary engineering ("PE") and construction services for the Project; and

WHEREAS, Sandy Springs has entered into a separate agreement with Heath & Lineback, Inc. ("Engineer") to provide survey, design, and construction services for the Project; and

WHEREAS, approximately twenty-two and two tenths percent (22.2%), or Two Thousand Seven Hundred Fifty (2,750) linear feet, of the Project is located within the City limits of Atlanta ("Atlanta Portion") and the remaining approximately seventy seven and eight tenths percent (77.8%) or Nine Thousand Six Hundred Fifty (9,650) linear feet of the Project lies within the City limits of Sandy Springs, as the successor-in-interest to the public road system from Fulton County, Georgia ("Sandy Springs Portion"); and

WHEREAS, Atlanta and Sandy Springs will provide twenty percent (20%) local funding (the "Local Funding") for the Project to match the eighty percent (80%) federal funding (the "Federal Funding") provided through GDOT; and

WHEREAS, the Engineer has provided to Sandy Springs a Cost Estimate in the amount of \$1,965,147.50 for the construction of that portion of the Project which crosses the Nancy Creek Bridge, also known in the Engineer's project plans as the "Path 400 Trail Extension Bridge Nancy Creek", a portion of which lies within the jurisdictional limits of both Sandy Springs and Atlanta (the "Work"); and

WHEREAS, the Parties desire that the Work be completed by the Engineer according to the Cost Estimate and that Sandy Springs direct and oversee completion of the Work and that Atlanta reimburse Sandy Springs for the Work as further provided herein; and

WHEREAS, it is in the best interest of Atlanta to enter into this Agreement with Sandy Springs in order to set forth the terms and conditions for the completion of the Atlanta Portion of the Project.



NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. **Sandy Springs Obligations.** Sandy Springs shall be responsible for entering into an appropriate agreement(s) to engage for Work to include all design, engineering, construction management, and other professional services as may be deemed necessary and appropriate for the design and construction of the Work.
2. **Compensation and Reimbursement by Atlanta.** The Parties acknowledge that Sandy Springs compensate the Engineer for the full cost of the Work. Atlanta further acknowledges that they shall reimburse directly to Sandy Springs in the amount of **\$393,029.50** which represents Atlanta's proportionate share of the Local Funding for the Cost Estimate. Atlanta shall also reimburse Sandy Springs in an amount representing Atlanta's proportionate share of the Local Funding for any additional costs for the Work which exceed the Cost Estimate. Sandy Springs shall furnish to Atlanta a detailed budget for the Work as well as detailed cost estimates and any change orders to the Work as soon as they become available. For purposes of this Agreement, the City shall pay Sandy Springs within thirty (30) days upon receipt of invoice for the Work.
3. **Bond and Insurance Requirements.** Sandy Springs shall ensure that all its contractors for the Work provide performance and payment bonds for 100% of the costs of the and shall maintain a policy of general liability insurance and professional liability insurance, which names Atlanta and Sandy Springs as additional insureds.
4. **Indemnity.** Sandy Springs shall ensure that all of its contracts for the Work will be required to indemnify and hold harmless Sandy Springs and their respective officials, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work.
5. **Miscellaneous Provisions.**
 - 6.1. **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be modified in any respect except by written instrument executed by or on behalf of the Parties in the manner as this Agreement is executed and specifically referencing such modification or amendment.
 - 6.2. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.
 - 6.3. **Severability.** In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been a part hereof.



6.4. Notices. Notices and reports described herein shall be delivered or sent to the parties as follows:

If to Sandy Springs:

Eden Freeman, City Manager
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

With a copy to:

Dan Lee, City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

If to City of Atlanta:

Tim Keane, Commission, City Planning
City of Atlanta
55 Trinity Avenue, S.W., Suite 1450
Atlanta, GA 30303

With a copy to:

Nina R. Hickson, City Attorney
55 Trinity Avenue, S.W., Suite 5000
Atlanta, GA 30303

6.5 Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both Parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition on this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6.6 Governance. This Agreement shall be governed by the laws of the State of Georgia.

6.7 Default and Termination. Notwithstanding the foregoing, if Sandy Springs defaults in the performance of its obligations as set forth herein, and fails to cure such default within thirty (30) days of Atlanta's written notice to Sandy Springs of such default (or if such default is not capable of being cured within thirty (30) days, Sandy Springs has not commenced and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by Atlanta upon five (5) days' prior written notice to Sandy Springs. Notwithstanding such termination, Atlanta shall still be responsible for that portion of the payment as would be appropriate restitution for the Work done up until the date of termination on the Atlanta Portion.

6.8 The enforceability of this Agreement is subject to the receipt of Federal Funding for the Project during fiscal year 2023.



IN WITNESS WHEREOF, Sandy Springs and Atlanta have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Name: _____
Title: _____

Attested by:

By: _____	_____
Name: _____	Notary Public
Title: _____	My commission expires: _____

CITY OF ATLANTA, GEORGIA

By: _____
Name: _____
Title: _____

Attested by:

By: _____	_____
Name: _____	Notary Public
Title: _____	My commission expires: _____



**CITY COUNCIL
ATLANTA, GEORGIA**

23-R-4438

SPONSOR SIGNATURES


Howard Shook, Councilmember, District 7



**CITY COUNCIL
ATLANTA, GEORGIA**

23-R-4438

A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SANDY SPRINGS FOR THE CONSTRUCTION OF THE PATH 400 MULTI-USE TRAIL EXTENSION ALONG STATE ROUTE 400 FROM LORIDANS DRIVE WITHIN THE CITY LIMITS OF ATLANTA THROUGH THE CITY LIMITS OF SANDY SPRINGS TO THE SOUTH OF JOHNSON FERRY ROAD, ON BEHALF OF THE ATLANTA DEPARTMENT OF TRANSPORTATION, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$400,000.00); ALL WORK TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED; AND FOR OTHER PURPOSES.

Workflow List:

Atlanta City Council	Completed	11/06/2023 1:00 PM
Transportation Committee	Completed	11/15/2023 9:30 AM
Atlanta City Council	Completed	11/20/2023 1:00 PM

HISTORY:

11/06/23	Atlanta City Council	REFERRED WITHOUT OBJECTION
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REFERRED TO TRANSPORTATION COMMITTEE WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/15/2023 9:30 AM
11/15/23	Transportation Committee	FAVORABLE
RESULT:	FAVORABLE [5 TO 0]	Next: 11/20/2023 1:00 PM
MOVER:	Amir R Farokhi, Chair, District 2	
SECONDER:	Alex Wan, District 6	
AYES:	Farokhi, Lewis, Norwood, Overstreet, Wan	
AWAY:	Byron D Amos, Keisha Sean Waites	

11/20/2023	Atlanta City Council	ADOPTED
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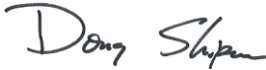
RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Alex Wan, Councilmember, District 6
SECONDER:	Marci Collier Overstreet, Councilmember, District 11
AYES:	Bond, Westmoreland, Waites, Winston, Farokhi, Amos, Dozier, Bakhtiari, Wan, Shook, Norwood, Hillis, Boone, Overstreet, Lewis

A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SANDY SPRINGS FOR THE CONSTRUCTION OF THE PATH 400 MULTI-USE TRAIL EXTENSION ALONG STATE ROUTE 400 FROM LORIDANS DRIVE WITHIN THE CITY LIMITS OF ATLANTA THROUGH THE CITY LIMITS OF SANDY SPRINGS TO THE SOUTH OF JOHNSON FERRY ROAD, ON BEHALF OF THE ATLANTA DEPARTMENT OF TRANSPORTATION, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$400,000.00); ALL WORK TO BE CHARGED TO AND PAID FROM ACCOUNTS LISTED; AND FOR OTHER PURPOSES.

VOTE RECORD - RESOLUTION 23-R-4438						
☒ ADOPTED ☐ ADVERSED ☐ FAVORABLE ☐ ACCEPTED AND FILED ☐ REFERRED TO COMMITTEE ☐ HELD IN COMMITTEE ☐ TABLED ☐ DEFERRED ☐ RECONSIDERED ☐ FILED ☐ FILED BY COMMITTEE ☐ FAVORABLE ON SUBSTITUTE ☐ FAVORABLE AS AMENDED ☐ QUESTION CALLED ☐ SUBSTITUTED ☐ AMENDED ☐ REFERRED TO ZRB AND ZC ☐ REFERRED WITHOUT OBJECTION ☐ ADOPTED AS AMENDED ☐ ADOPTED SUBSTITUTE ☐ ADOPTED SUBSTITUTE AS AMENDED ☐ FORWARDED ☐ REFERRED TO SC ☐ FILED WITHOUT OBJECTION ☐ FAILED ☐ ADVERSED IN COMMITTEE ☐ QUADRENNIALY TERMINATED ☐ FORWARDED W/NO RECOMMENDATION ☐ FORWARDED TO FC/NQ ☐ FAVORABLE/SUB/AMENDED ☐ FAVORABLE/SUB/AMND/CONDITION						
			YES/AYE	NO/NAY	ABSTAIN	ABSENT
	MICHAEL JULIAN BOND	VOTER	☒	☐	☐	☐
	MATT WESTMORELAND	VOTER	☒	☐	☐	☐
	KEISHA SEAN WAITES	VOTER	☒	☐	☐	☐
	JASON H WINSTON	VOTER	☒	☐	☐	☐
	AMIR R FAROKHI	VOTER	☒	☐	☐	☐
	BYRON D AMOS	VOTER	☒	☐	☐	☐
	JASON DOZIER	VOTER	☒	☐	☐	☐
	LILIANA BAKHTIARI	VOTER	☒	☐	☐	☐
	ALEX WAN	MOVER	☒	☐	☐	☐
	HOWARD SHOOK	VOTER	☒	☐	☐	☐
	MARY NORWOOD	VOTER	☒	☐	☐	☐
	DUSTIN HILLIS	VOTER	☒	☐	☐	☐
	ANDREA L. BOONE	VOTER	☒	☐	☐	☐
	MARCI COLLIER OVERSTREET	SECONDER	☒	☐	☐	☐
	ANTONIO LEWIS	VOTER	☒	☐	☐	☐

☐ FAVORABLE/AMND/CONDITION ☐ RETURNED AS HELD ☐ FAVORABLE/SUB/CONDITION ☐ FAVORABLE ON CONDITION ☐ ACCEPTED ☐ AMENDED SUBSTITUTE ☐ ROUTED TO COW ☐ SUSTAINED ☐ OVERRIDDEN ☐ NOT ACCEPTED BY COMMITTEE ☐ SUSTAINED WITHOUT OBJECTION ☐ TABLED W/O OBJECTION ☐ HELD IN COW ☐ POSTPONED ☐ RETAINED AS HELD ☐ REFER TO ZRB AND ZC W/O OBJECTION ☐ AUTOMATICALLY TERMINATED (FILED)	
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[Unanimous]

Certified by Presiding Officer	Certified by Clerk
CERTIFIED 11/20/2023 ATLANTA CITY COUNCIL PRESIDENT 	CERTIFIED 11/20/2023 MUNICIPAL CLERK 
Mayor's Action <i>See Authentication Page Attachment</i>	

ADOPTED BY COUNCIL

11/20/2023

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF ATLANTA FOR
THE CONSTRUCTION OF THE PATH400 MULTI-USE TRAIL EXTENSION
PROJECT AND FOR THE MAYOR TO EXECUTE THE AGREEMENT**

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

WHEREAS, in May 2019, the City of Sandy Springs ("Sandy Springs") and the City of Atlanta ("Atlanta") (collectively, the "Parties") entered into an Intergovernmental Agreement ("IGA") to provide terms and conditions related to cost sharing for the design of the Path 400 Multiuse Trail Extension Project (the "Project") (Project No. T-0060) spanning from Johnson Ferry Road, within the city limits of Sandy Springs, to Lordians Drive, within the city limits of Atlanta; and

WHEREAS, the Project framework consists of Sandy Springs and Atlanta providing twenty percent (20%) local funding for the Project, with the Georgia Department of Transportation ("GDOT") matching with eighty percent (80%) federal funding; and

WHEREAS, by way of the attached IGA, the Parties desire to agree upon terms and conditions related to cost sharing for the construction of the Project, specifically between Johnson Ferry Road, within the City of Sandy Springs and Lordians Drive, in the City of Atlanta; and

WHEREAS, in order to construct the portion of the Project located over a bridge structure, wherein the city limit of Atlanta and Sandy Springs meet, a single contractor must be chosen; and

WHEREAS, it is the desire of the Parties to execute the attached IGA to provide for cost sharing related to the construction of the Project.

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

1. The Intergovernmental Agreement between the City of Sandy Springs and the City of Atlanta to provide for cost sharing related to the construction of the Project, is hereby approved; and
2. The Mayor is authorized to execute the Agreement, pending the approval of the City Attorney and Chief Finance Director; and
3. The City Manager and appropriate City of Sandy Springs Staff are hereby authorized to take such action as deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this the 2nd day of January 2024.

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: December 11, 2023 Submission for the January 2, 2024 City Council Meeting
ITEM: Request for Mayor and City Council Consideration to Approve a Memorandum of Agreement between the Georgia Department of Transportation and the City of Sandy Springs for the Innovative Interchange Scoping Study of I-285/SR 9-(PI No. 0019792)

Recommendation:

Staff recommends approval of a Memorandum of Agreement (“MOA”) between the Georgia Department of Transportation (“GDOT”) and the City of Sandy Springs (the “City”) as it relates to the I-285 at SR9 Innovative Interchange Study Local Match Commitment (PI No. 0019792).

Background:

On November 16, 2021, City Council approved to advance a grant application to the Atlanta Regional Commission (the “ARC”) for an Innovative Interchange Scoping Study of I-285 at SR 9/Roswell Road under the Transportation Improvement Program (“TIP”) solicitation. At the time of the application, GDOT provided a letter of support for the study, as well as commitment of additional funding to undertake the Project. Council approved the grant application request with a commitment of up to \$150,000.00 of local funds for the study. The City appropriated funds for the study under Capital Improvement Project Number T2209.

The ARC announced the award of the project on October 25, 2022 under project FN-351 for a total project cost of \$750,000.00. Since the initial grant award announcement, the study has been assigned a GDOT project identification number (PI 0019792), and the study funding project total has increased to \$1,250,000.00.

Discussion:

Historically, the long-range Regional (Metropolitan) Transportation Plan contained a standalone project for an interchange modification/reconstruction of I-285 at SR 9-Roswell Road (FN-AR-203, PI 0000247). The Project had been an element of the Revive285 program, but as the Transform 285/400 and top end MMIP projects advanced, the Roswell Road interchange Project was omitted from consideration in these projects.

The current project proposes to undertake a long-range scoping study of the I-285/SR 9-Roswell Road to identify future improvements for unaddressed operation and safety needs and accommodate future regional plans for Bus Rapid Transit (BRT) and managed lanes. GDOT will lead the study in its Office of Program Delivery.

Financial Impact:

Sufficient funds have been budgeted under T2209 to satisfy the local match in the MOA.

Alternatives:

The City may choose not to approve the MOA with GDOT and forgo participation in the I-285 at SR 9 Innovative Interchange Study and provide further instruction to Staff.

Review:

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

Created/Initiated - 12/21/2023
Approved - 12/21/2023
Approved - 12/22/2023
Approved - 12/29/2023
Final Approval - 12/29/2023

Attachments:

1. PI0019792 Fulton MOA - FINAL_12192023
2. Resolution_I-285-Roswell_MOA_12202023



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

11/16/2023

PI No. 0019792, Fulton County
I-285 @ SR 9 - INNOVATIVE INTERCHANGE STUDY

Rusty Paul, Mayor
City of Sandy Springs, Fulton County
1 Galambos Way
Sandy Springs, GA 30328
Attention: Kristen Wescott

Dear Mayor Paul:

Attached is the Memorandum of Agreement (MOA) detailing Local Match commitment for the City of Sandy Springs for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, The City of Sandy Springs will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file. Any additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Rodney Leverette, at (404) 631-1981 or RLeverette@dot.ga.gov.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

^{CAR}
KWN:CAR:NEN:RRL
Attachment(s) ^{NEP}

cc: Albert V. Shelby, Director of Program Delivery
Paul Denard, District 7 Engineer
Landon Perry, District 7 Preconstruction Engineer
Attn: Joshua Higgins, District 7 Planning & Programming Liaison

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF SANDY SPRINGS
FOR**

**PROJECT ID NUMBER: 0019792
PROJECT DESCRIPTION: I-285 INNOVATIVE INTERCHANGE STUDY**

This Memorandum of Agreement (“Agreement”) is made and entered into on _____ (“Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter referred to as the "DEPARTMENT" or “GDOT”), and the CITY OF SANDY SPRINGS, a Georgia municipal corporation (hereinafter referred to as the "LOCAL GOVERNMENT"). The DEPARTMENT and LOCAL GOVERNMENT may be referred to individually as the “PARTY” or collectively as the “PARTIES”.

WHEREAS, the LOCAL GOVERNMENT has expressed its desire for a study to be conducted to identify operational, capacity and safety improvements at the intersection of I-285 and Roswell Road in Fulton County, Georgia; and,

WHEREAS, the DEPARTMENT and the LOCAL GOVERNMENT have mutually agreed to cooperate for this undertaking, with the DEPARTMENT serving as sponsor; and,

WHEREAS, the desired study entitled, “I-285 @ SR 9 Innovative Interchange Study”, and identified by GDOT project identification number (“PI #”) 0019792, has been added to the Transportation Improvement Program/State Transportation Improvement Program (hereinafter called “PROJECT”); and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT that it has committed funding in the amount of ONE-HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$150,000.00) toward the PROJECT (hereinafter called “Local Match”); and

WHEREAS, the PARTIES have each found and determined that the undertaking contemplated herein is in their mutual interest and in the best interest of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT to progress the PROJECT; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶II(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The above “Whereas” clauses are hereby incorporated by reference as though fully set forth herein

2. **SCOPE.**

- 2.1. The PROJECT will focus on the interchange of Interstate 285 at Roswell Road. The proposed study area will consist of, but not necessarily be limited to, the intersection of Roswell Road at the I-285 Eastbound Ramps, the intersection of Roswell Road at the I-285 Westbound Ramps, and the 2,400 foot segment of Roswell Road that connects Cliftwood Drive and Lake Placid Drive.
- 2.2. The Local Match provided by the LOCAL GOVERNMENT pursuant to this Agreement will be used to fund staff hours and any other associated expenses incurred by the DEPARTMENT to progress the PROJECT.

3. **TERM.**

- 3.1. The duration of this Agreement shall be for six (6) months from the Effective Date.
- 3.2. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that time is of the essence.

4. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**

- 4.1. The LOCAL GOVERNMENT shall be responsible for providing funding for the PROJECT in the amount of ONE-HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$150,000.00), which is its Local Match, as established in **Exhibit A – PROJECT BUDGET**.
- 4.2. The LOCAL GOVERNMENT shall remit payment of the Local Match to the DEPARTMENT within thirty (30) days from the Effective Date of this Agreement.
- 4.3. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

- 4.4. **Reserved.**

5. **COMPLIANCE WITH APPLICABLE LAWS**

- 5.1. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

- 5.2. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in **Appendix A** of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- 5.3. By execution of this Agreement, the undersigned certifies on behalf of the LOCAL GOVERNMENT under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
6. **EXHIBITS AND APPENDICES.** The Parties acknowledge that the following exhibit(s) and appendix(ices) are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Exhibit A – Project Budget

Appendix A – Certification of Compliances

7. **MISCELLANEOUS.**

- 7.1. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.
- 7.2. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.
- 7.3. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.
- 7.4. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.
- 7.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- 7.6. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.
- 7.7. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

- 7.8. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 7.9. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.
- 7.10. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.
- 7.11. Entire Agreement. This Agreement supersedes all prior negotiations, discussions, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has the authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

**The remainder of this page intentionally left blank.
Signatures are on the following page.**

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have hereunto set their hand and affixed their seals on the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

CITY OF SANDY SPRINGS

By: _____ (Seal)
Commissioner

By: _____ (Seal)

Name and Title

Attest:

Signed, sealed and delivered on _____
in the presence of:

Treasurer

Witness
Name: _____
Title: _____

This Agreement, approved by
City of Sandy Springs, on
_____ (date)

Attest:
By: _____

Name and Title

20-376748
Federal Employer Identification
Number

EXHIBIT A PROJECT BUDGET

Atlanta Region's Plan MTP (2020) FY 2020-2025 Transportation Improvement Program - Sorted by ARC Project Number

FN-351	I-285 INNOVATIVE INTERCHANGE STUDY	Jurisdiction	Fulton County (North)	Existing	Planned	Length (mi.)	Network Year
							TBD

Status	Year	Fund Type	Federal	State	Local	Bonds	Total
SCP	2024	National Highway Performance Program (NHPP)	\$400,000	\$100,000	\$0,000	\$0,000	\$500,000
SCP	2024	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	\$600,000	\$0,000	\$150,000	\$0,000	\$750,000
			\$1,000,000	\$100,000	\$150,000	\$0,000	\$1,250,000

APPENDIX A CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of City of Sandy Springs whose address is 1 Galambos Way, Sandy Springs, GA 30328 and it is also certified that:

I. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the Agreement period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

II. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, have been complied with throughout the Agreement period.

Date

Signature

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT BETWEEN THE
GEORGIA DEPARTMENT OF TRANSPORTATION AND CITY OF SANDY SPRINGS FOR
THE INNOVATIVE INTERCHANGE SCOPING STUDY OF I-285/SR 9 (PI 0019792) AND TO
AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, I-285 and SR-9/Roswell Road interchange is a known bottleneck location in the City of Sandy Springs (the “City”) and has one of the City’s highest crash rates; and

WHEREAS, the City submitted an application to the Atlanta Regional Commission (“ARC”) Transportation Improvement Program (“TIP”) Solicitation for funding on December 2, 2021 to conduct the I-285 at SR 9 Innovative Interchange Study (the “Project”); and

WHEREAS, the Georgia Department of Transportation (“GDOT”) is the owner of the SR-9/Roswell Road and Interstate 285 facilities and supported the City’s TIP application; and

WHEREAS, the ARC awarded federal funding on October 25, 2022 for the requested I-285 at SR 9 Innovative Interchange Study with GDOT as the project sponsor to execute the study; and

WHEREAS, it is the desire of the City to enter into the attached Memorandum of Agreement (“MOA”) to establish the terms, conditions, and responsibilities of the parties with respect to participation in I-285 at SR 9 Innovative Interchange Study.

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

1. The attached Memorandum of Agreement between the City of Sandy Springs and the Georgia Department of Transportation to provide terms, conditions and responsibilities for the Project is hereby approved; and
2. The Mayor is hereby authorized to execute the attached MOA on behalf of the City, subject to the approval of the City Attorney and Chief Financial Officer, and.
3. The City Manager and appropriate City Staff are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this Resolution.

SO RESOLVED this the 2nd day of January, 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: Lark Payne, Paralegal

DATE: December 21, 2023 Submission for the January 2, 2024 City Council Meeting

ITEM: Request for Mayor and City Council to Accept a Right of Entry Agreement between the City of Sandy Springs, Sandy Springs Regency, LLC and the Georgia Power Company as it Relates to the Johnson Ferry Road/Mount Vernon Highway Improvements Project and the Authorize the Mayor to Execute the Agreement

Recommendation:

The City Attorney recommends the Council approve a "Right of Entry Agreement" (the "Agreement") between the City of Sandy Spring (the "City"), Sandy Springs Regency, LLC ("Regency") and the Georgia Power Company ("Georgia Power") in order to avoid initiating eminent domain procedures and to avoid any delays to the Johnson Ferry Road/Mount Vernon Highway Improvements Project (the "Project") (Project No.: TS-191).

Background:

This property is part of the Johnson Ferry Road/Mount Vernon Highway Improvement Project (Project No. TS-191). In order to construct the Project, fee simple rights are required over, under, and through the property owned by Sandy Springs Regency, LLC ("Regency") and located at 6225 Roswell Road, Sandy Springs, GA 30328, and more particularly described as land lying and being in Land Lot(s) 71 and 89 of the 17th District of Fulton County, Georgia, (Tax Parcel No. 170089LL096)(hereafter, the "Property").

Discussion:

The property in question is a multi-tenant retail shopping center located on a 9.457-acre lot. It is located on the northeast corner of Roswell Road and Johnson Ferry Road, in a mixed retail/residential area. The subject property includes 2,482.66 sq. ft. (0.057 acres, more or less) of fee simple right-of-way and 4,614.66 sq. ft.(0.106 acres, more or less) of permanent easement.

Financial Impact:

There would be no direct costs associated with entering the attached Agreement in order to stay concurrent with Project timeline.

Alternatives:

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

Review:

Lark Payne, Paralegal

Created/Initiated - 12/29/2023

Toni Carlisle, Chief Financial Officer
Dan Lee, City Attorney
Eden Freeman, City Manager

Approved - 12/29/2023
Approved - 12/29/2023
Final Approval - 12/29/2023

Attachments:

1. RESOLUTION-Sandy Springs Regency-6225 Roswell Road
2. Right of Entry Agreement - Regency and City of Sandy Springs - Regency Executed - Effective 12.29.2023

**STATE OF GEORGIA
FULTON COUNTY**

**A RESOLUTION TO ACCEPT A RIGHT OF ENTRY AGREEMENT BETWEEN THE CITY OF
SANDY SPRINGS AND SANDY SPRINGS REGENCY LLC AS IT RELATES TO THE
JOHNSON FERRY ROAD/MOUNT VERNON HIGHWAY IMPROVEMENTS PROJECT AND
TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Sandy Springs (the “City”) has determined it is necessary to construct certain right of way improvements along Mount Vernon Highway it pertains to the Johnson Ferry Road/Mount Vernon Highway Improvements Project (Project No.: TS-191)(the "Project"); and

WHEREAS, in order to construct the Project, fee simple rights are required over, under, and through the property owned by Sandy Springs Regency, LLC (“Regency”) and located at 6225 Roswell Road, Sandy Springs, GA 30328, and more particularly described as land lying and being in Land Lot(s) 71 and 89 of the 17th District of Fulton County, Georgia, (Tax Parcel No. 170089LL096)(hereafter, the "Property") also described in Exhibit “A”, attached hereto; and

WHEREAS, the Georgia Power Company (“Georgia Power”) has determined the necessity to construct an underground distribution line within the Permanent Easement Areas and a proposed pole and proposed anchor in the Right of Way Area; and

WHEREAS, in order to expedite and complete construction of the Project and avoid the filing of condemnation proceedings, Regency agrees to grant the City and Georgia Power, as an express third-party beneficiary, the non-exclusive right to enter upon Right of Entry Areas, subject to the terms of the “Right of Entry Agreement” (the “Agreement”) (attached hereto as Exhibit B); and

WHEREAS, it is the desire of the City to enter into the attached Agreement with Sandy Springs Regency, LLC in order to proceed with construction of the Project in a timely manner.

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

1. The attached Right of Entry Agreement is hereby accepted; and
2. The Mayor is hereby authorized to execute the Agreement, pending the approval of the City Attorney and Chief Finance Director; and
3. The City Manager and City Attorney are hereby authorized to take such actions as may be necessary to effectuate the intent of this Resolution.

SO RESOLVED this the 2nd day of January 2024.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk
(SEAL)

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (this “**Agreement**”) is made and entered into as of the 29th day of December, 2023 (the “**Effective Date**”), by and between **SANDY SPRINGS REGENCY, LLC**, a Delaware limited liability company (“**Regency**”), and the **CITY OF SANDY SPRINGS**, a municipal corporation of the State of Georgia (the “**City**”). Regency and the City acknowledge and agree that **GEORGIA POWER COMPANY** (“**Georgia Power**”) is an express third party beneficiary of certain rights as expressly provided herein.

W I T N E S S E T H:

WHEREAS, Regency is the owner of fee simple title to land lying and being in Land Lots 71 and 89 of the 17th District of Fulton County, Georgia, identified as Tax Parcel No. 17 0089 LL096, and more particularly described in that certain Limited Warranty Deed dated December 21, 2012 between Sandy Springs Plaza Associations, L.P. and Regency filed and recorded on December 26, 2012 in Deed Book 52053, Page 391, Fulton County, Georgia records (the “**Property**”); and

WHEREAS, the City is planning to construct a project known as TS-191, Johnson Ferry Road/Mt. Vernon Highway at Roswell Road Intersections Improvements Project (the “**Project**”); and

WHEREAS, in order to construct the Project, the City has determined that it needs to acquire the following rights from the Property, as more particularly shown and described in the Project Right of Way Map, Drawing Nos. 60-0003, 60-0004 and 60-0006, prepared by the Sandy Springs Public Works Department, dated 12-09-19, last revised 11/15/2022 (the “**Right of Way Map**”) attached hereto as **EXHIBIT “A”** and incorporated herein by this reference:

- i. 0.057 acres/2482.66 square feet, more or less, of fee simple right of way (the “**Right of Way Area**”);
- ii. Three (3) tracts comprised of a total of 0.106 acres/4714.66 square feet, more or less, of permanent easement for the construction of a Georgia Power underground line (the “**Permanent Easement Areas**”);
- iii. Three (3) temporary driveway easements for the reconstruction of two (2) driveways located on the Property (the “**Driveway Easement Areas**,” together with the Right of Way Area and Permanent Easement Areas, collectively the “**Right of Entry Areas**”); and

WHEREAS, in connection with the City’s Project, Georgia Power has determined that it needs to construct an underground distribution line within the Permanent Easement Areas and a proposed pole and proposed anchor in the Right of Way Area; and

WHEREAS, in order to expedite and complete construction of the Project and avoid the filing of condemnation proceedings, Regency agrees to grant the City and Georgia Power, as an express third party beneficiary, the non-exclusive right to enter upon Right of Entry Areas, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated by this reference and shall be deemed terms and provisions hereof with the same force and effect as if fully set forth in this Section 1.
2. **Grant of Rights.** Regency grants to the City, Georgia Power and their employees, agents, contractors, engineers, consultants, vendors and suppliers, and their respective employees, agents and subcontractors (collectively the “**Accessing Parties**”) the following non-exclusive rights (collectively referred to herein as the “**Permitted Activities**”), subject to the terms of this Agreement:

- a. **Right of Way Area.**

- i. **City.** The City and its respective Accessing Parties shall have the non-exclusive right to enter upon Right of Way Area for the purpose of constructing, maintaining and repairing the road, traffic signal and sidewalk improvements for the Project. The Permitted Activities of the City within the Right of Way Area shall be completed in substantial accordance with the Right of Way Map and the following Project construction plans and profiles collectively attached hereto as **EXHIBIT “B”** (collectively, the “**Construction Plans**”): Construction Plan (Drawing Nos. 13-0001 and 13-0002); Driveway Profiles (Drawing No. 17-00001); Cross Sections Drawing Nos. 23-0001, 23-0002, 23-0003, 23-0004, 23-0028, 23-0029); and Signing and Marking Plans (Drawing Nos. 26-0001 and 26-0002).
- ii. **Georgia Power.** As an express third party beneficiary of this Agreement, Georgia Power and its respective Accessing Parties shall have the non-exclusive right to enter upon the Right of Way Area for the purpose of constructing, operating, maintaining and repairing the Proposed Pole identified as Proposed Pole Number 200.01 (the “**Proposed Pole**”) and the proposed anchor (the “**Proposed Anchor**”) in the location shown in the drawing prepared by Georgia Power Land Engineering, dated 5/10/2023, and DWG Nos. 24-0001 and 24-0002, last Electronic File Date 02/02/2023 and last Construction Revision Date 04/20/2023, which drawings are collectively attached hereto as **EXHIBIT “C”** and incorporated herein by this reference (collectively, the “**Georgia Power Drawings**”). The non-exclusive rights granted to Georgia Power within the Right of Way Area also includes the right to affix to the Proposed Pole Georgia Power’s overhead lines for transmitting electric current with wires, transformers, service pedestals, conduits, cables and other necessary apparatus, fixtures and appliances for transmitting electrical current; the right to affix communication or other lines of any other company or person to the Proposed Pole; and the right to utilize the Right of Way Area for the purpose of providing ingress to and egress from the Permanent Easement Areas.

- b. **Permanent Easement Areas.**

- i. **Georgia Power.** As an express third party beneficiary of this Agreement, Georgia Power and its respective Accessing Parties shall have the non-exclusive right to enter upon the Permanent Easement Areas for the purpose of constructing, operating, maintaining and repairing an underground distribution line for transmitting electrical current with underground wires, underground transformers, underground service pedestals, manholes, underground conduits, underground cables and other necessary underground apparatus, fixtures and appliances (collectively, the “**Underground Distribution Line**”). For the avoidance of all doubt, this Agreement does not grant Georgia Power the right to construct any above-ground facilities within the Permanent

Easement Areas, with it being the intent that any facilities constructed by Georgia Power within the Permanent Easement Areas shall be underground facilities only.

- ii. **City.** The City and its respective Accessing Parties shall have the non-exclusive right to enter upon the Permanent Easement Areas for the sole purpose of using these areas to mobilize and facilitate the initial construction of the road, traffic signal and sidewalk improvements within the adjacent Right of Way Area. For the avoidance of all doubt, this Agreement does not grant the City the right to construct any improvements within the Permanent Easement Areas or to make any modifications to the Permanent Easement Areas other than modifications associated with the City's restoration obligations as set forth herein.

c. **Driveway Easement Areas.**

- i. **City.** The City and its respective Accessing Parties shall have the non-exclusive right to enter upon the Driveway Easement Areas for the purpose of tying in the existing driveways located therein (the "**Driveways**") to the elevations of the adjacent right of way and/or sidewalks to ensure a smooth transition.
- ii. **Georgia Power.** As an express third party beneficiary of this Agreement, Georgia Power and its respective Accessing Parties shall have the non-exclusive right to enter upon the Driveway Easement Areas for the sole purpose of providing ingress to and egress from the Permanent Easement Areas. Under no circumstance shall Georgia Power utilize the Driveway Easement Areas for any other purpose that providing ingress to and egress from the Permanent Easement Areas. Also, Georgia Power's construction activities within in the Right of Entry Areas shall not block or unreasonably interfere with ingress to and egress from the Property at the Driveways.

3. **Use of the Right of Entry Areas.**

- a. **Construction.** Project construction within the Right of Entry Areas shall proceed in substantial accordance with the Right of Way Map, Construction Plans and the terms of this Agreement. The City shall be responsible for causing its Accessing Parties, Georgia Power and Georgia Power's Accessing Parties to proceed with construction within the Right of Entry Areas in substantial accordance with this Agreement. For the avoidance of all doubt neither the City nor Georgia Power nor their respective Accessing Parties have the right to use any portion of the Property lying outside of the Right of Entry Areas to complete construction of the Project. The City, Georgia Power and their respective Accessing Parties shall not park or stage any machinery, equipment, materials or vehicles on any portion of the Property lying outside of the Right of Entry Areas at any time.
- b. **General.** The City shall cause all work of any kind or nature whatsoever performed under or pursuant to this Agreement by, for, at the direction of, on behalf of or under the supervision of the City, Georgia Power or their respective Accessing Parties, in each and every instance: (i) be performed in a good, safe, prompt and workmanlike manner; (ii) be performed in a lien-free manner; (iii) be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes, ordinances, judgments, decrees, or orders of any state, federal or local government or agency having jurisdiction over the Property, or any portion thereof (hereinafter "**Applicable Laws**"); (iv) be performed in a manner that does not violate any terms or provisions of this Agreement or of any other agreement, encumbrance or restriction affecting the Property as of the Effective Date; (v)

be performed by qualified, licensed and insured contractors; and (vi) be performed in such a manner so as not to interfere with, interrupt, disturb, obstruct, delay or impose any additional expense, burden or obligation upon Regency and its tenants, or the ownership, use, enjoyment, operation or maintenance of any portion of the Property lying outside of the Right of Entry Areas.

Prior to Georgia Power's commencement of its Permitted Activities within the Right of Entry Areas, the City shall coordinate a preconstruction meeting between representatives of Regency and Georgia Power for the purpose of reviewing the scope of Georgia Power's work and timing for such work and confirming what areas of the Property Georgia Power is entitled to utilize under this Agreement (i.e. the Right of Entry Areas) and what areas of the Property Georgia Power is not entitled to utilize under this Agreement (i.e. any portion of the Property lying outside of the Right of Entry Areas). Prior to the City's commencement of Permitted Activities within the Right of Entry Areas, the City shall coordinate a preconstruction meeting between representatives of Regency and the City's general contractor for the purpose of reviewing the scope of the general contractor's work and timing for such work. Following is the contact information for the Project Manager at Regency that the City should reach out to for the purpose of coordinating both of these preconstruction meetings:

Scott Siebert
Project Manager
Regency Centers
404-575-3217
scottsiebert@regencycenters.com

- c. **Unsafe Conditions.** Under no circumstance shall the City create or allow its respective Accessing Parties, Georgia Power or Georgia Power's Accessing Parties to create, any unsafe conditions on the Property including, without limitation, the Right of Entry Areas, or any portion thereof. If any unsafe condition is created, it shall be promptly remedied by the City or the City shall cause Georgia Power to promptly remedy such unsafe condition, at the City's sole cost and expense and, notwithstanding anything contained herein to the contrary, in the event the City fails to remedy or to cause Georgia Power to remedy such unsafe condition and such failure is not cured within twenty-four (24) hours after the City's receipt of written notice from Regency (except in the event of an emergency, in which no prior notice shall be required), Regency shall have the right, but not the obligation, to remedy such condition and collect the costs and expenses of its work from the City.
- d. **No Overnight Storage.** The City shall not utilize and shall not allow its respective Accessing Parties, Georgia Power or Georgia Power's Accessing Parties to utilize the Permanent Easement Areas or the Driveway Easement Areas for overnight storage of machinery, equipment, materials or vehicles.
- e. **Driveway Work.** Construction within the Driveway Easement Areas shall be in substantial accordance with the Construction Plans including, without limitation, the Driveway Profiles, Drawing Nos. 17-0001 attached hereto as part of **EXHIBIT "B"**, and the terms of this Agreement. The City and its respective Accessing Parties shall maintain reasonable access at the Driveways at all times during Project construction, with one-way access for each Driveway being required at a minimum. When construction work is occurring within one (1) Driveway or the right of way immediately adjacent thereto, the other Driveway shall remain fully open and accessible while such work is occurring. Any partial closure of

either Driveway shall not exceed a time period of twenty-four (24) hours unless such partial closures is related to asphalt or concrete curing, in which event the partial closure shall not exceed a time period of forty-eight (48) hours, weather permitting.

- f. **Holiday Moratorium.** No construction work shall occur within the Right of Entry Areas between the dates of November 20 and January 2 of any calendar year (the “**Holiday Moratorium**”). During the Holiday Moratorium, the Driveways located within the Temporary Driveway Easement Areas and the parking located within the Permanent Easement Areas shall remain fully open and reasonably accessible. Prior to the commencement of the Holiday Moratorium, the City shall cause any construction work occurring with the Temporary Driveway Easement Areas and/or Permanent Easement Areas to be completed to the extent necessary to ensure that the Driveways and parking located within these respective areas are fully open and reasonably accessible as of the commencement of the Holiday Moratorium.
- g. **Restoration.** Promptly upon completion of the Permitted Activities within the Permanent Easement Areas, the City, at its sole cost and expense, shall promptly restore or shall cause its respective Accessing Parties, Georgia Power or Georgia Power’s Accessing Parties to promptly restore, these areas to as near possible the condition and contour that existed immediately prior to the commencement of the Permitted Activities within said areas, excepting the Underground Distribution Line and any other underground facilities constructed by Georgia Power within the Permanent Easement Areas pursuant to the terms of this Agreement.

Promptly upon completion of the Permitted Activities within the Driveway Easement Areas, the City, at its sole cost and expense, shall promptly restore or shall cause its respective Accessing Parties to promptly restore, these areas to as near possible the condition and contour that existed immediately prior to the commence of the Permitted Activities within said areas, excepting any improvements or modifications to the driveways constructed in substantial accordance with the Construction Plans attached hereto as **EXHIBIT “B”**.

If any portion of the Property lying outside of the Right of Entry Areas or any improvements thereto are damaged by the City, Georgia Power or their respective Accessing Parties, then the City, at its sole cost and expense, shall cause said Property or improvements to be promptly restored to the condition and contour that existed immediately prior to such damage.

Notwithstanding anything to the contrary contained herein, in the event any required restoration work is not promptly performed to Regency’s reasonable satisfaction, and such failure is not cured within thirty (30) days after the City’s receipt of written notice from Regency (except in the event of an emergency, in which no prior notice shall be required), Regency shall have the right, but not the obligation, to perform such restoration work and to collect the costs and expenses of such restoration work from the City.

- h. **Liens.** The City shall not permit and shall not allow its respective Accessing Parties, Georgia Power or Georgia Power’s Accessing Parties to permit, any mechanic’s, materialman’s, or other similar liens to attach to the Property including, without limitation, the Right of Entry Areas, at any time. The City, at its sole cost and expense, shall discharge any lien or charge recorded or filed against the Property including, without limitation, the Right of Entry Areas, in connection with any work done or claimed to have been done by

or on behalf of, or materials furnished or claimed to be furnished to the City, Georgia Power or any of their respective Accessing Parties, within thirty (30) days after the City's receipt of notice thereof by payment, filing a bond as required by any Applicable Laws or otherwise in accordance with any Applicable Laws.

Notwithstanding anything to the contrary contained herein, in the event the City fails to cause any lien or charge against the Property to be discharged in a prompt fashion in accordance with the provisions herein, and such failure is not cured within thirty (30) days after the City's receipt of written notice from Regency, Regency shall have the right, but not the obligation, cause any such lien or charge to be discharged and to collect the costs and expenses of discharging any such lien or charge including, without limitation, interest, penalties and attorneys' fees, from the City.

- i. **Survival.** The provisions of this Section 3 shall survive expiration or termination of this Agreement.

4. **No Representations or Warranties.** Regency make no representations or warranties, express or implied, at law or in equity, in respect to any matter relating to Property, including the Right of Entry Areas, and hereby disclaim all implied warranties, including, without limitation, any warranty fitness of the Right of Entry Areas for the purpose or use desired by the City, Georgia Power or their respective Accessing Parties. By accepting this Agreement, the City and Georgia Power, as an express third party beneficiary, accept said Right of Entry Areas in their present "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition and subject to any and all: (a) taxes and assessments which may now or hereafter be assessed against the Property; (b) easements crossing the Right of Entry Areas; (c) liens, encumbrances, covenants and restrictions of record affecting the Right of Entry Areas; (d) matters which would be shown on a current accurate survey of the Right of Entry Areas; (e) rights of tenants in possession under unrecorded leases; and (f) any Applicable Laws.

The provisions of this Section 4 shall survive the expiration or termination of this Agreement.

5. **Costs and Expenses.** Unless expressly agreed otherwise in a written instrument executed by the parties hereto subsequent to the Effective Date of this Agreement, all costs and expenses of any Permitted Activities and restoration obligations performed or conducted by the City or the Accessing Parties pursuant to this Agreement shall be borne by the City, Georgia Power or their respective Accessing Parties. Under no circumstance shall Regency bear any costs or expenses associated with any Permitted Activities.

The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

6. **No Transfer of Title or Grant of Any Interest in the Property; No Waiver.** The City, Regency and Georgia Power as an express third party beneficiary, acknowledge and agree that this Agreement does not transfer title to or grant any interest in the Property including, without limitation, the Right of Entry Areas, to the City or Georgia Power and does not constitute an easement, nor shall it become an easement by prescription, implication or estoppel.

This Agreement does not in any way constitute a waiver of any rights of Regency under the federal constitution or Georgia constitution or any Applicable Laws relating to eminent domain including, without limitation, the right to receive payment of just compensation from the City or Georgia Power, for the acquisition or taking of any required property rights or interests in the Property as required for the Project including, without limitation, the Right of Entry Areas, and damages to the remaining

Property, if any, arising from the acquisition or taking of such required property rights or interests, with all such rights being expressly reserved.

The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7. **Assumption of Risk/Release/Responsibility.** AS AN INDUCEMENT TO REGENCY TO ENTER INTO THIS AGREEMENT AND AS PART OF CONSIDERATION THEREFORE, THE CITY AND GEORGIA POWER, AS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY GEORGIA LAW, HEREBY AGREE THAT REGENCY WILL NOT BE LIABLE TO THE CITY OR GEORGIA POWER FOR, AND THE CITY AND GEORGIA POWER ASSUME THE ENTIRE RISK OF AND WAIVE ANY CLAIMS THEY MAY HAVE AGAINST REGENCY WITH RESPECT TO: (I) ANY AND ALL ACTIVITIES CONDUCTED OR PERFORMED BY THE CITY OR GEORGIA POWER OR ON BEHALF OF THE CITY OR GEORGIA POWER BY THEIR RESPECTIVE ACCESSING PARTIES WITHIN THE RIGHT OF ENTRY AREAS; (II) ANY AND ALL ACTIVITIES OF THE GENERAL PUBLIC WITHIN RIGHT OF WAY AREA; (III) ANY AND ALL DAMAGE TO PROPERTY OR INJURY TO PERSON, INCLUDING DEATH, IN, UPON, OR ABOUT THE RIGHT OF ENTRY AREAS RESULTING FROM OR IN ANY WAY CONNECTED TO ANY ACT OR OMISSION OF THE CITY, GEORGIA POWER OR THEIR RESPECTIVE ACCESSING PARTIES; AND (IV) ANY DAMAGE TO THE IMPROVEMENTS CONSTRUCTED AND INSTALLED WITHIN THE RIGHT OF ENTRY AREAS IN BY THE CITY, GEORGIA POWER OR THEIR RESPECTIVE ACCESSING PARTIES, CAUSED BY ANY PERSON OR PERSONS IN OR ABOUT THE PROPERTY, EXCEPTING ANY DAMAGE CAUSED TO SAID IMPROVEMENTS CAUSED BY THE GROSS NEGLIGENCE OF REGENCY.

BY ENTERING INTO THIS AGREEMENT, REGENCY DOES NOT ASSUME ANY DUTY TO OR FOR THE BENEFIT OF THE GENERAL PUBLIC FOR DEFECTS IN THE LOCATION, DESIGN, INSTALLATION, MAINTENANCE OR REPAIR OF ANY IMPROVEMENTS CONSTRUCTED, MAINTAINED OR REPAIRED WITHIN THE RIGHT OF ENTRY AREAS BY THE CITY OR GEORGIA POWER UNDER THE TERMS HEREIN, OR ANY PORTION THEREOF; FOR ANY UNSAFE CONDITIONS CREATED BY THE SAID IMPROVEMENTS; FOR THE FAILURE TO INSPECT FOR OR WARN AGAINST ANY POSSIBLE UNSAFE CONDITIONS CREATED BY THE SAID IMPROVEMENTS OR TO CLOSE THE RIGHT OF ENTRY AREAS WHEN ANY SUCH UNSAFE CONDITIONS MAY BE PRESENT. THE DUTY AND RESPONSIBILITY FOR ALL OF THE FOREGOING MATTERS TO THE GENERAL PUBLIC OR OTHERWISE LIES SOLELY WITH THE CITY FOR THOSE IMPROVEMENTS THAT IT CONSTRUCTS, MAINTAINS AND REPAIRS PURSUANT TO THIS AGREEMENT OR WITH GEORGIA POWER FOR THOSE IMPROVEMENTS IT CONSTRUCTS, MAINTAINS AND REPAIRS PURSUANT TO THIS AGREEMENT

BY ACCEPTING THE THIRD PARTY BENEFICIARY RIGHTS CONFERRED UNDER THIS AGREEMENT, GEORGIA POWER, TO THE FULLEST EXTENT OF THE LAW, SHALL BE DEEMED TO HAVE AGREED TO AND ACCEPTED THE PROVISIONS OF THIS SECTION 7.

The provisions of this Section 7 shall survive expiration or termination of this Agreement.

8. **Effective Date/Termination/Expiration of Rights to Utilize Right of Entry Areas.** The Effective Date of this Agreement shall be the date that Regency signs this Agreement.

The City shall countersign this Agreement no later than thirty (30) days after the Effective Date. If the City does not countersign this Agreement within the foregoing time period, this Agreement, including

Georgia Power's third party beneficiary rights, shall terminate without any further action of the parties hereto.

The City's rights to utilize the Right of Entry Areas pursuant to the terms of this Agreement shall expire (a) one (1) year after the Effective Date, or (b) upon such date that the City acquires title, whether by negotiated transaction or the filing of condemnation proceedings, to any required property rights or interests in and to the Property as required for the Project, whichever occurs first, unless Regency agrees in writing to extend the term of within which the City may utilize the Right of Entry Areas under this terms of this Agreement, which said agreement to extend may be withheld in the sole discretion of Regency.

Georgia Power's rights to utilize the Right of Entry Areas as a third party beneficiary to this Agreement shall expire upon such date that Georgia Power or the City acquires title to any required property rights or interests in and to the Property needed by Georgia Power to facilitate its utility work in connection with the Project, whether such acquisition is by negotiated transaction or by the filing of condemnation proceedings to acquire such property rights or interests.

9. **Notices.** Any notice, demand, request or any other communication required, permitted, or desired to be given under this Agreement (collectively, "**Notice**") shall be in writing and sent via national overnight courier company (such as UPS or FedEx) or by depositing the Notice with the United States Postal Service, certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual or department's attention if so indicated) as hereinafter provided. Each Notice shall be effective upon being delivered to the national overnight courier company or being deposited with the United States Postal Service, as the case may be, but the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, as evidenced by the national overnight courier company's records or by the return receipt of the United States Postal Service, as the case may be. Rejection or other refusal by the addressee to accept or the inability of the national overnight courier company or the United States Postal Service to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. The addresses of the parties shall be as follows:

If to Regency:	Sandy Springs Regency, LLC c/o Regency Centers Corporation One Independent Drive Suite 114 Jacksonville, GA 32202 Attn: Legal Department
With a copy to:	Parker Poe Adams & Bernstein LLP 1075 Peachtree Street NE Suite 1500 Atlanta, GA 30309 Attn: Angela Robinson
If to the City:	City Manager City of Sandy Springs 1 Galambos Way Sandy Springs, GA 30328

With a copy to: Dan W. Lee
City Attorney
1 Galambos Way
Sandy Springs, GA 30328

Any party shall have the right from time to time to change the party's own address or the individual or department's attention to which Notices shall be sent or the address to which copies of Notices shall be sent and to specify up to two additional addresses to which copies of Notices shall be sent by giving the other party at least ten (10) days' prior written Notice thereof.

The provisions of this Section 9 shall survive expiration or termination of this Agreement.

10. No Recording. This Agreement shall not be recorded in the real estate records of Fulton County, Georgia or otherwise.

11. Miscellaneous.

- a. **Binding Effect.** This Agreement shall be binding upon and enforceable against, and shall be for the benefit of, the parties of this Agreement and their assigns, successors and successors in title. This Agreement also shall be for the benefit of Georgia Power, as an express third party beneficiary. By accepting this Agreement, the City agrees to be bound by all terms of this Agreement. Notwithstanding anything to the contrary contained herein, the City shall not assign this Agreement.
- b. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the matters described in this Agreement.
- c. **Amendments.** This Agreement may not be amended or modified except by written instrument signed by both parties unless the amendment is solely related to the extension of term in which the City may utilize the Right of Entry Areas under this terms of this Agreement, in which event the amendment can be signed by solely by Regency.
- d. **Waivers.** A failure of a party to enforce strictly a provision of this Agreement shall in no event be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.
- e. **Enforcement.** Any party shall have the right to take any action, whether at law or at equity, to enforce the obligations of any other party under the terms of this Agreement.
- f. **Authority.** By their execution below, each of the representatives of the parties hereto represents to the other parties that he/she/it has the right and authority to execute this Agreement on behalf of such party.
- g. **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. Executed copies transmitted by e-mail or facsimile shall be effective as an original. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile, e-mail, DocuSign (or similar technology) or PDF document is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered

an original signature, and the document transmitted to be considered to have the same binding effect as an original signature on an original document.

- h. **Governing Law/Construction.** This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Georgia, and those laws shall control in the event of any conflicts of law. This Agreement is entirely the product of the collective joint drafting efforts of the parties hereto, negotiated between counsel for the parties hereto. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared, drafted or imposed such provision.
- i. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and shall be construed to be a part of this Agreement by such reference or other mention at each point in 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 such terms are used.
- j. **Headings.** The headings of this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of the provisions of this Agreement. The division of this Agreement into sections and subsections or paragraphs and subparagraphs are for convenience and reference only, shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of the provisions of this Agreement.
- k. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void, invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held void, invalid or unenforceable, shall not be affected thereby, and each and every term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law as if the void, invalid or unenforceable term or provision of this Agreement had not been part of this Agreement.
- l. **Saturdays, Sundays, Legal Holidays.** Time shall be of the essence as to all covenants, terms, and conditions in this Agreement. If the time period by which any right or obligation provided under this Agreement must be exercised or performed expires on a Saturday, Sunday, legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day. Any reference to a "business day" or a number of "business days" in this Agreement shall mean every day or days other than Saturdays, Sundays, and all days observed by the federal or state government as legal holidays and all days on which commercial banks in Georgia are authorized by law to be closed. Any reference to a "day" or a number of "days" (other than references to a "business day" or "business days") shall mean a calendar day or calendar days.
- m. **Survival.** The provisions of this Section 11 shall survive expiration or termination of this Agreement.

[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGES]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the Effective Date above written.

SANDY SPRINGS REGENCY, LLC, a Delaware limited liability company

By: Regency Centers, L.P., a Delaware limited partnership, its sole member and manager

By: Regency Centers Corporation, a Florida corporation, its general partner

By: _____
DocuSigned by:
Andre Koleszar
DB2B90B94F2445E...

Name: Andre Koleszar

Title: Managing Director, Southeast Region Regency Centers

Date: December 29, 2023

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF SANDY SPRINGS, a municipal corporation
of the State of Georgia

By: _____

Name: Rusty Paul

Title: Mayor

Date: _____

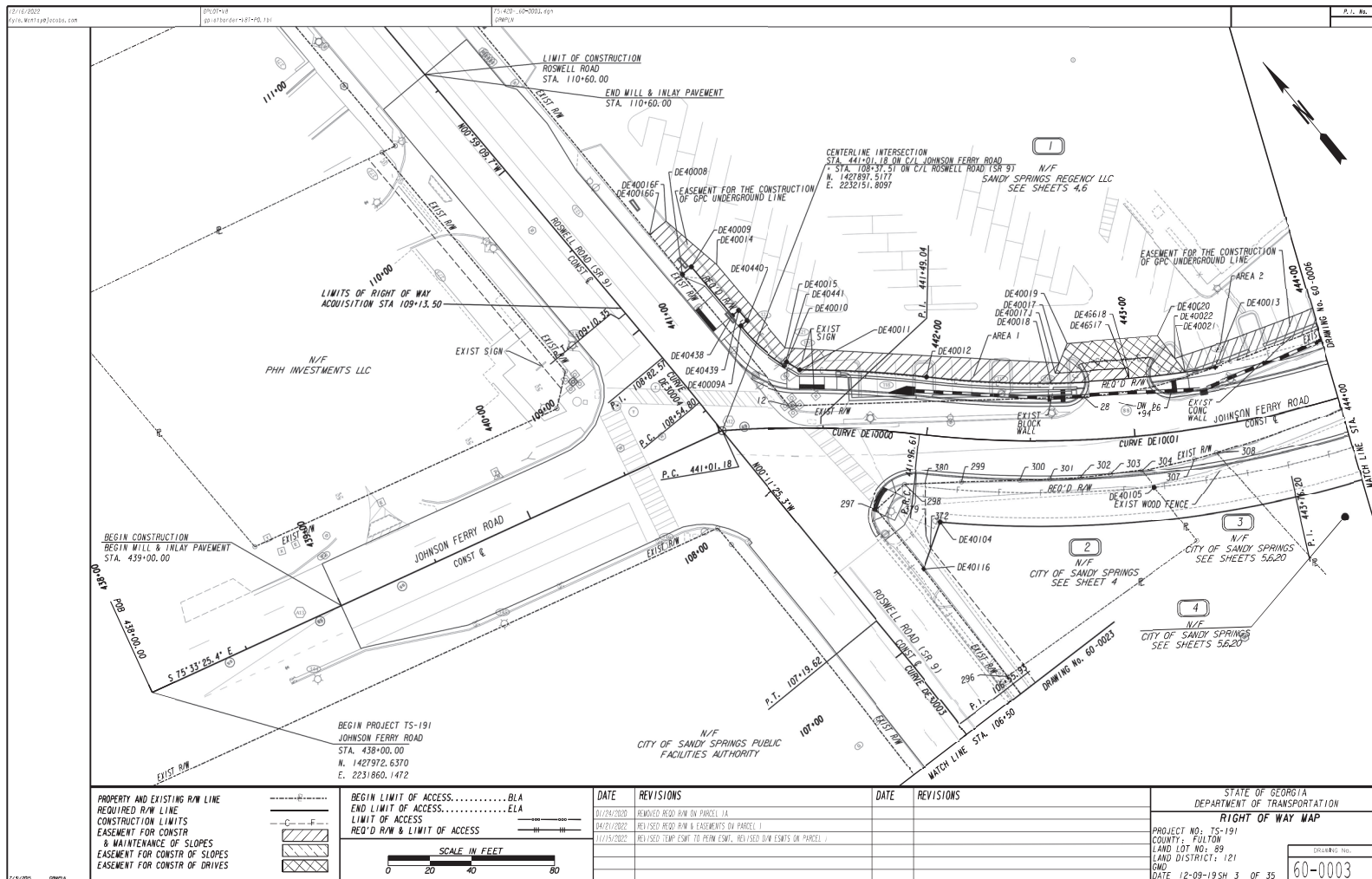
Attest: _____

Municipal Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”
THE RIGHT OF WAY MAP



12/16/2022 4276.W0112820000.DWG	07/27/2018 00-1878000-1-07-100-130	75-433-00-0004.dgn DWG1/A	P.L. No.																																																																																																																																																																																
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<table><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr><tr><td>DE40008</td><td>32.89 R</td><td>109+07.09</td><td>ROSSELL ROAD (SR 9)</td></tr><tr><td>DE40009</td><td>5.68 38.57 R</td><td>N 89°56'14.0" E 109+07.11</td><td>ROSSELL ROAD (SR 9)</td></tr><tr><td>DE40438</td><td>30.61 38.67 R</td><td>S 0°54'24.3" E 108+76.19</td><td>ROSSELL ROAD (SR 9)</td></tr><tr><td>DE40439</td><td>42.67 R</td><td>N 89°05'35.7" E 108+76.82</td><td>ROSSELL ROAD (SR 9)</td></tr><tr><td>DE40440</td><td>6.33 42.72 R</td><td>S 0°54'24.3" E 108+70.55</td><td>ROSSELL ROAD (SR 9)</td></tr><tr><td>DE4009A</td><td>38.75 R</td><td>S 89°05'35.1" W 108+70.52</td><td>ROSSELL ROAD (SR 9)</td></tr><tr><td>ARC LENGTH</td><td>28.45</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>S 9°37'24.8" E</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>28.30</td><td></td><td></td></tr><tr><td>RADIUS</td><td>73.00</td><td></td><td></td></tr><tr><td>DEGREE</td><td>72°31'34.7"</td><td></td><td></td></tr><tr><td>DE40441</td><td>30.15 L</td><td>441+31.89</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>DE40010</td><td>2.08 31.91 L</td><td>N 70°10'49.2" E 441+32.93</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>DE40011</td><td>28.08 L</td><td>S 19°49'10.8" E 441+38.84</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>60.95</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>S 47°42'52.2" E</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>60.92</td><td></td><td></td></tr><tr><td>RADIUS</td><td>538.08</td><td></td><td></td></tr><tr><td>DEGREE</td><td>1°38'53.5"</td><td></td><td></td></tr><tr><td>DE40012</td><td>28.08 L</td><td>441+96.61</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>139.36</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>S 52°45'14.2" E</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>136.88</td><td></td><td></td></tr><tr><td>RADIUS</td><td>481.92</td><td></td><td></td></tr><tr><td>DEGREE</td><td>1°15'32.06"</td><td></td><td></td></tr><tr><td>DE40013</td><td>28.08 L</td><td>443+44.09</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>20.69</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>N 69°08'27.7" W</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>20.69</td><td></td><td></td></tr><tr><td>RADIUS</td><td>1001.08</td><td></td><td></td></tr><tr><td>DEGREE</td><td>5°43'24.2"</td><td></td><td></td></tr><tr><td>ARC LENGTH</td><td>44.83</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>N 60°35'12.3" W</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>44.69</td><td></td><td></td></tr><tr><td>RADIUS</td><td>161.31</td><td></td><td></td></tr><tr><td>DEGREE</td><td>35°31'08.3"</td><td></td><td></td></tr><tr><td>DE40015</td><td>28.08 L</td><td>442+75.90</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>121.15 L</td><td>N 52°38'48.7" W</td><td></td></tr><tr><td>CHORD BEAR</td><td>N 52°38'48.7" W</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>121.15 L</td><td>441+33.84</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>DE40008</td><td>32.89 R</td><td>N 0°28'50.8" W</td><td>ROSSELL ROAD (SR 9)</td></tr><tr><td>REQD R/W</td><td>2482.66 SF</td><td></td><td></td></tr><tr><td>REQD R/W</td><td>0.057 ACRES</td><td></td><td></td></tr></table> BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D R/W & LIMIT OF ACCESS				PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	DE40008	32.89 R	109+07.09	ROSSELL ROAD (SR 9)	DE40009	5.68 38.57 R	N 89°56'14.0" E 109+07.11	ROSSELL ROAD (SR 9)	DE40438	30.61 38.67 R	S 0°54'24.3" E 108+76.19	ROSSELL ROAD (SR 9)	DE40439	42.67 R	N 89°05'35.7" E 108+76.82	ROSSELL ROAD (SR 9)	DE40440	6.33 42.72 R	S 0°54'24.3" E 108+70.55	ROSSELL ROAD (SR 9)	DE4009A	38.75 R	S 89°05'35.1" W 108+70.52	ROSSELL ROAD (SR 9)	ARC LENGTH	28.45			CHORD BEAR	S 9°37'24.8" E			LNTH CHORD	28.30			RADIUS	73.00			DEGREE	72°31'34.7"			DE40441	30.15 L	441+31.89	JOHNSON FERRY ROAD	DE40010	2.08 31.91 L	N 70°10'49.2" E 441+32.93	JOHNSON FERRY ROAD	DE40011	28.08 L	S 19°49'10.8" E 441+38.84	JOHNSON FERRY ROAD	ARC LENGTH	60.95			CHORD BEAR	S 47°42'52.2" E			LNTH CHORD	60.92			RADIUS	538.08			DEGREE	1°38'53.5"			DE40012	28.08 L	441+96.61	JOHNSON FERRY ROAD	ARC LENGTH	139.36			CHORD BEAR	S 52°45'14.2" E			LNTH CHORD	136.88			RADIUS	481.92			DEGREE	1°15'32.06"			DE40013	28.08 L	443+44.09	JOHNSON FERRY ROAD	ARC LENGTH	20.69			CHORD BEAR	N 69°08'27.7" W			LNTH CHORD	20.69			RADIUS	1001.08			DEGREE	5°43'24.2"			ARC LENGTH	44.83			CHORD BEAR	N 60°35'12.3" W			LNTH CHORD	44.69			RADIUS	161.31			DEGREE	35°31'08.3"			DE40015	28.08 L	442+75.90	JOHNSON FERRY ROAD	ARC LENGTH	121.15 L	N 52°38'48.7" W		CHORD BEAR	N 52°38'48.7" W			LNTH CHORD	121.15 L	441+33.84	JOHNSON FERRY ROAD	DE40008	32.89 R	N 0°28'50.8" W	ROSSELL ROAD (SR 9)	REQD R/W	2482.66 SF			REQD R/W	0.057 ACRES		
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LENGTH</td><td>97.70</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>N 50°16'37.7" W</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>97.53</td><td></td><td></td></tr><tr><td>RADIUS</td><td>481.92</td><td></td><td></td></tr><tr><td>DEGREE</td><td>1°15'32.06"</td><td></td><td></td></tr><tr><td>DE40012</td><td>28.08 L</td><td>441+96.61</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>60.95</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>N 47°42'52.1" W</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>60.92</td><td></td><td></td></tr><tr><td>RADIUS</td><td>538.08</td><td></td><td></td></tr><tr><td>DEGREE</td><td>1°38'53.5"</td><td></td><td></td></tr><tr><td>DE40011</td><td>28.08 L</td><td>441+38.84</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>7.34</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>N 19°49'10.8" W</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>7.34</td><td></td><td></td></tr><tr><td>RADIUS</td><td>441+32.93</td><td></td><td></td></tr><tr><td>DE40010</td><td>31.91 L</td><td>S 70°10'49.2" W</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>DE40441</td><td>30.15 L</td><td>441+31.89</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>28.45</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>N 5°37'24.8" W</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>28.30</td><td></td><td></td></tr><tr><td>RADIUS</td><td>79.00</td><td></td><td></td></tr><tr><td>DEGREE</td><td>72°31'34.7"</td><td></td><td></td></tr><tr><td>DE40009A</td><td>38.75 R</td><td>108+70.51</td><td>ROSSELL ROAD (SR 9)</td></tr><tr><td>DE40440</td><td>3.97 42.72 R</td><td>N 89°05'35.7" E 108+70.54</td><td>ROSSELL ROAD (SR 9)</td></tr><tr><td>DE40439</td><td>6.33 42.67 R</td><td>N 0°54'24.3" W 108+76.80</td><td>ROSSELL ROAD (SR 9)</td></tr><tr><td>DE40438</td><td>4.00 38.67 R</td><td>S 89°05'35.7" W 108+76.77</td><td>ROSSELL ROAD (SR 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9)	DE40017	131.76 37.69 L	S 47°44'37.1" E 442+64.28	JOHNSON FERRY ROAD	DE40017J	5.28 32.82 L	S 61°00'33.9" W 442+62.00	JOHNSON FERRY ROAD	DE46618	35.48 33.08 L	S 54°22'09.2" E 443+00.00	JOHNSON FERRY ROAD	DE46617	5.00 28.08 L	S 33°52'50.6" W 443+00.00	JOHNSON FERRY ROAD	ARC LENGTH	97.70			CHORD BEAR	N 50°16'37.7" W			LNTH CHORD	97.53			RADIUS	481.92			DEGREE	1°15'32.06"			DE40012	28.08 L	441+96.61	JOHNSON FERRY ROAD	ARC LENGTH	60.95			CHORD BEAR	N 47°42'52.1" W			LNTH CHORD	60.92			RADIUS	538.08			DEGREE	1°38'53.5"			DE40011	28.08 L	441+38.84	JOHNSON FERRY ROAD	ARC LENGTH	7.34			CHORD BEAR	N 19°49'10.8" W			LNTH CHORD	7.34			RADIUS	441+32.93			DE40010	31.91 L	S 70°10'49.2" W	JOHNSON FERRY ROAD	DE40441	30.15 L	441+31.89	JOHNSON FERRY ROAD	ARC LENGTH	28.45			CHORD BEAR	N 5°37'24.8" W			LNTH CHORD	28.30			RADIUS	79.00			DEGREE	72°31'34.7"			DE40009A	38.75 R	108+70.51	ROSSELL ROAD (SR 9)	DE40440	3.97 42.72 R	N 89°05'35.7" E 108+70.54	ROSSELL ROAD (SR 9)	DE40439	6.33 42.67 R	N 0°54'24.3" W 108+76.80	ROSSELL ROAD (SR 9)	DE40438	4.00 38.67 R	S 89°05'35.7" W 108+76.77	ROSSELL ROAD (SR 9)	DE40009	30.61 38.57 R	N 0°54'24.3" W 109+07.11	ROSSELL ROAD (SR 9)	DE40008	5.68 32.90 R	N 89°05'35.7" W 109+07.11	ROSSELL ROAD (SR 9)	DE40016G	24.64 33.11 R	N 0°28'50.8" W 109+31.71	ROSSELL ROAD (SR 9)	REQD EASMT	2353.57 SF			REQD EASMT	0.054 ACRES														
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DE40011	28.08 L	441+38.84	JOHNSON FERRY ROAD																																																																																																																																																																																
ARC LENGTH	7.34																																																																																																																																																																																		
CHORD BEAR	N 19°49'10.8" W																																																																																																																																																																																		
LNTH CHORD	7.34																																																																																																																																																																																		
RADIUS	441+32.93																																																																																																																																																																																		
DE40010	31.91 L	S 70°10'49.2" W	JOHNSON FERRY ROAD																																																																																																																																																																																
DE40441	30.15 L	441+31.89	JOHNSON FERRY ROAD																																																																																																																																																																																
ARC LENGTH	28.45																																																																																																																																																																																		
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RADIUS	79.00																																																																																																																																																																																		
DEGREE	72°31'34.7"																																																																																																																																																																																		
DE40009A	38.75 R	108+70.51	ROSSELL ROAD (SR 9)																																																																																																																																																																																
DE40440	3.97 42.72 R	N 89°05'35.7" E 108+70.54	ROSSELL ROAD (SR 9)																																																																																																																																																																																
DE40439	6.33 42.67 R	N 0°54'24.3" W 108+76.80	ROSSELL ROAD (SR 9)																																																																																																																																																																																
DE40438	4.00 38.67 R	S 89°05'35.7" W 108+76.77	ROSSELL ROAD (SR 9)																																																																																																																																																																																
DE40009	30.61 38.57 R	N 0°54'24.3" W 109+07.11	ROSSELL ROAD (SR 9)																																																																																																																																																																																
DE40008	5.68 32.90 R	N 89°05'35.7" W 109+07.11	ROSSELL ROAD (SR 9)																																																																																																																																																																																
DE40016G	24.64 33.11 R	N 0°28'50.8" W 109+31.71	ROSSELL ROAD (SR 9)																																																																																																																																																																																
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REQD EASMT	0.054 ACRES																																																																																																																																																																																		
<table><tr><th>PNT</th><th>OFFSET/ DIST</th><th>STATION/ BEARING</th><th>ALIGNMENT</th></tr><tr><td>DE40021</td><td>28.08 L</td><td>443+28.72</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>DE40022</td><td>8.16 35.20 L</td><td>N 1°42'40.4" E 443+24.48</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>150.01</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>S 73°05'27.9" E</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>145.87</td><td></td><td></td></tr><tr><td>RADIUS</td><td>991.08</td><td></td><td></td></tr><tr><td>DEGREE</td><td>5°46'52.1"</td><td></td><td></td></tr><tr><td>DE40027</td><td>48.64 L</td><td>444+87.82</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>DE40028</td><td>10.86 38.66 L</td><td>S 36°13'49.0" W 444+83.15</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>67.39</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>N 75°17'15.3" W</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>67.38</td><td></td><td></td></tr><tr><td>RADIUS</td><td>981.58</td><td></td><td></td></tr><tr><td>DEGREE</td><td>5°50'13.5"</td><td></td><td></td></tr><tr><td>DE40029</td><td>24 35.47 L</td><td>444+10.52</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>62.69</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>N 71°31'36.9" W</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>62.68</td><td></td><td></td></tr><tr><td>RADIUS</td><td>1001.08</td><td></td><td></td></tr><tr><td>DEGREE</td><td>5°43'24.2"</td><td></td><td></td></tr><tr><td>DE40013</td><td>28.08 L</td><td>443+44.09</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>ARC LENGTH</td><td>14.52</td><td></td><td></td></tr><tr><td>CHORD BEAR</td><td>N 60°10'30.9" W</td><td></td><td></td></tr><tr><td>LNTH CHORD</td><td>14.52</td><td></td><td></td></tr><tr><td>RADIUS</td><td>443+28.72</td><td></td><td></td></tr><tr><td>DE40021</td><td>28.08 L</td><td>443+28.72</td><td>JOHNSON FERRY ROAD</td></tr><tr><td>REQD EASMT</td><td>1451.14 SF</td><td></td><td></td></tr><tr><td>REQD EASMT</td><td>0.033 ACRES</td><td></td><td></td></tr></table> PARCEL 1 AREA 3 REQ'D PERM. EASMT. DE50171 PARCEL 1 REQ'D DWMY. EASMT. DE50172				PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	DE40021	28.08 L	443+28.72	JOHNSON FERRY ROAD	DE40022	8.16 35.20 L	N 1°42'40.4" E 443+24.48	JOHNSON FERRY ROAD	ARC LENGTH	150.01			CHORD BEAR	S 73°05'27.9" E			LNTH CHORD	145.87			RADIUS	991.08			DEGREE	5°46'52.1"			DE40027	48.64 L	444+87.82	JOHNSON FERRY ROAD	DE40028	10.86 38.66 L	S 36°13'49.0" W 444+83.15	JOHNSON FERRY ROAD	ARC LENGTH	67.39			CHORD BEAR	N 75°17'15.3" W			LNTH CHORD	67.38			RADIUS	981.58			DEGREE	5°50'13.5"			DE40029	24 35.47 L	444+10.52	JOHNSON FERRY ROAD	ARC LENGTH	62.69			CHORD BEAR	N 71°31'36.9" W			LNTH CHORD	62.68			RADIUS	1001.08			DEGREE	5°43'24.2"			DE40013	28.08 L	443+44.09	JOHNSON FERRY ROAD	ARC LENGTH	14.52			CHORD BEAR	N 60°10'30.9" W			LNTH CHORD	14.52			RADIUS	443+28.72			DE40021	28.08 L	443+28.72	JOHNSON FERRY ROAD	REQD EASMT	1451.14 SF			REQD EASMT	0.033 ACRES																																																														
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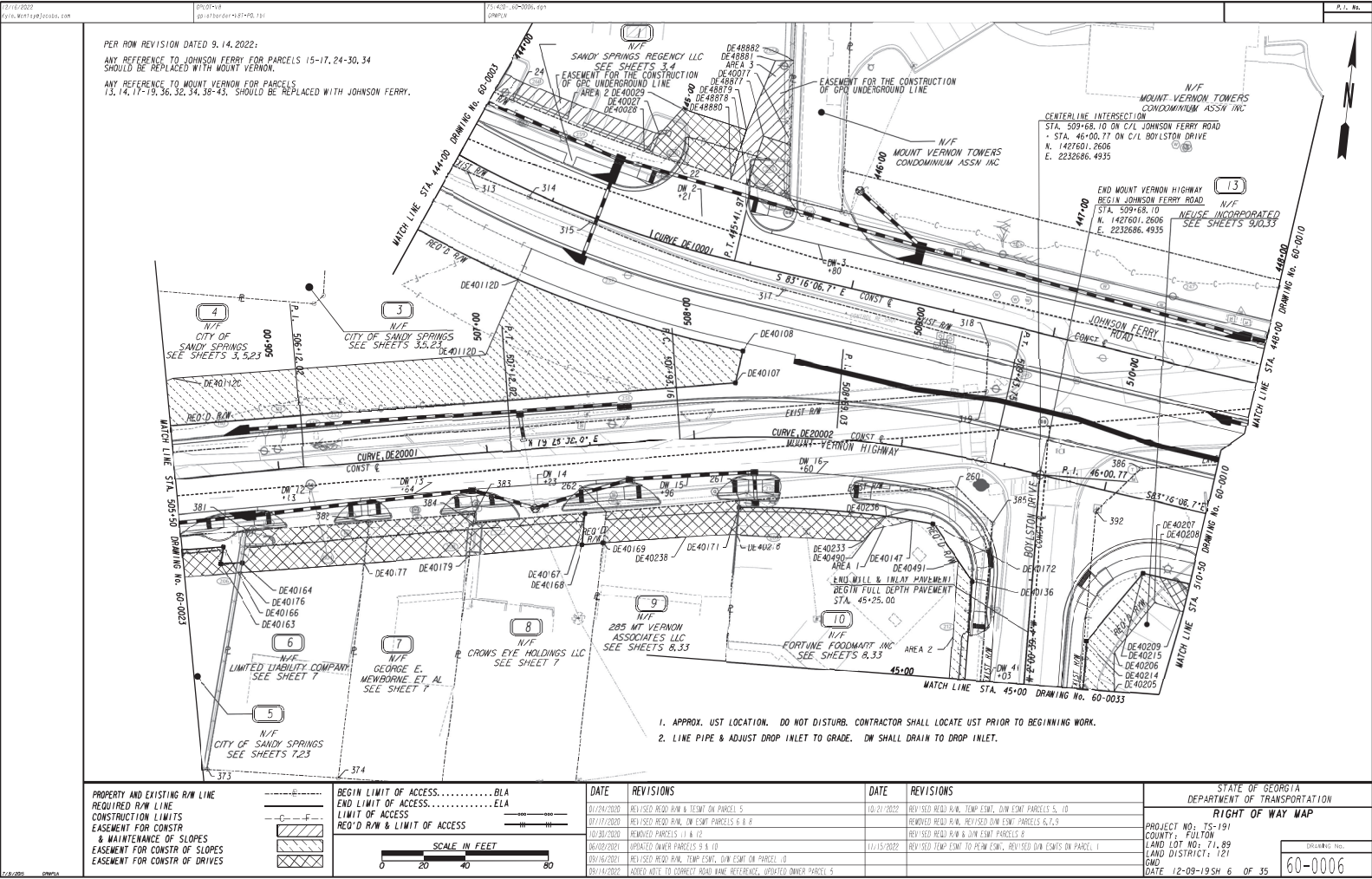
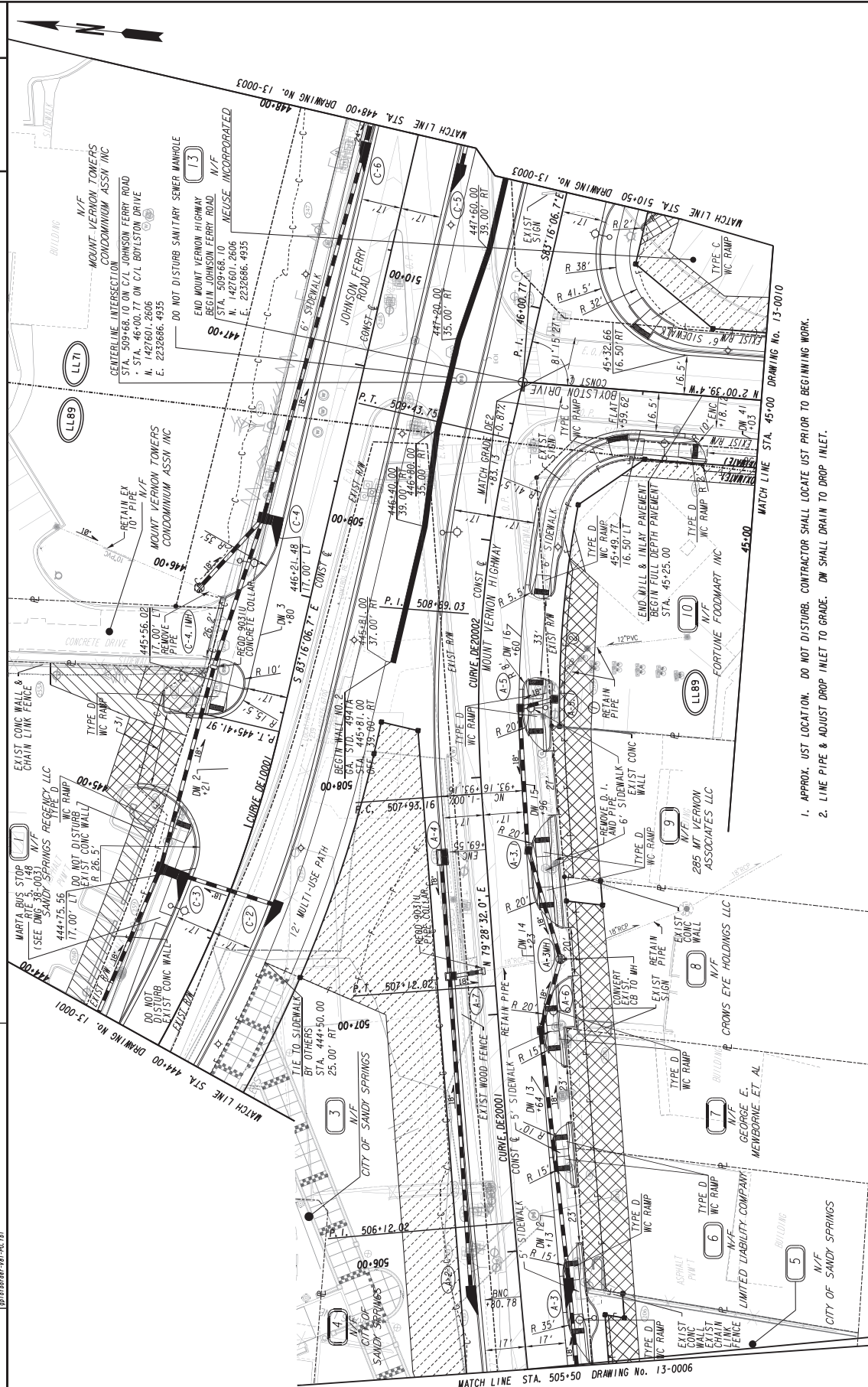


EXHIBIT “B”

THE CONSTRUCTION PLANS



1. APPROX. UST LOCATION. DO NOT DISTURB. CONTRACTOR SHALL LOCATE UST PRIOR TO BEGINNING WORK.
2. LINE PIPE & ADJUST DROP INLET TO GRADE. DWI SHALL DRAIN TO DROP INLET.

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

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



SANDY SPRINGS

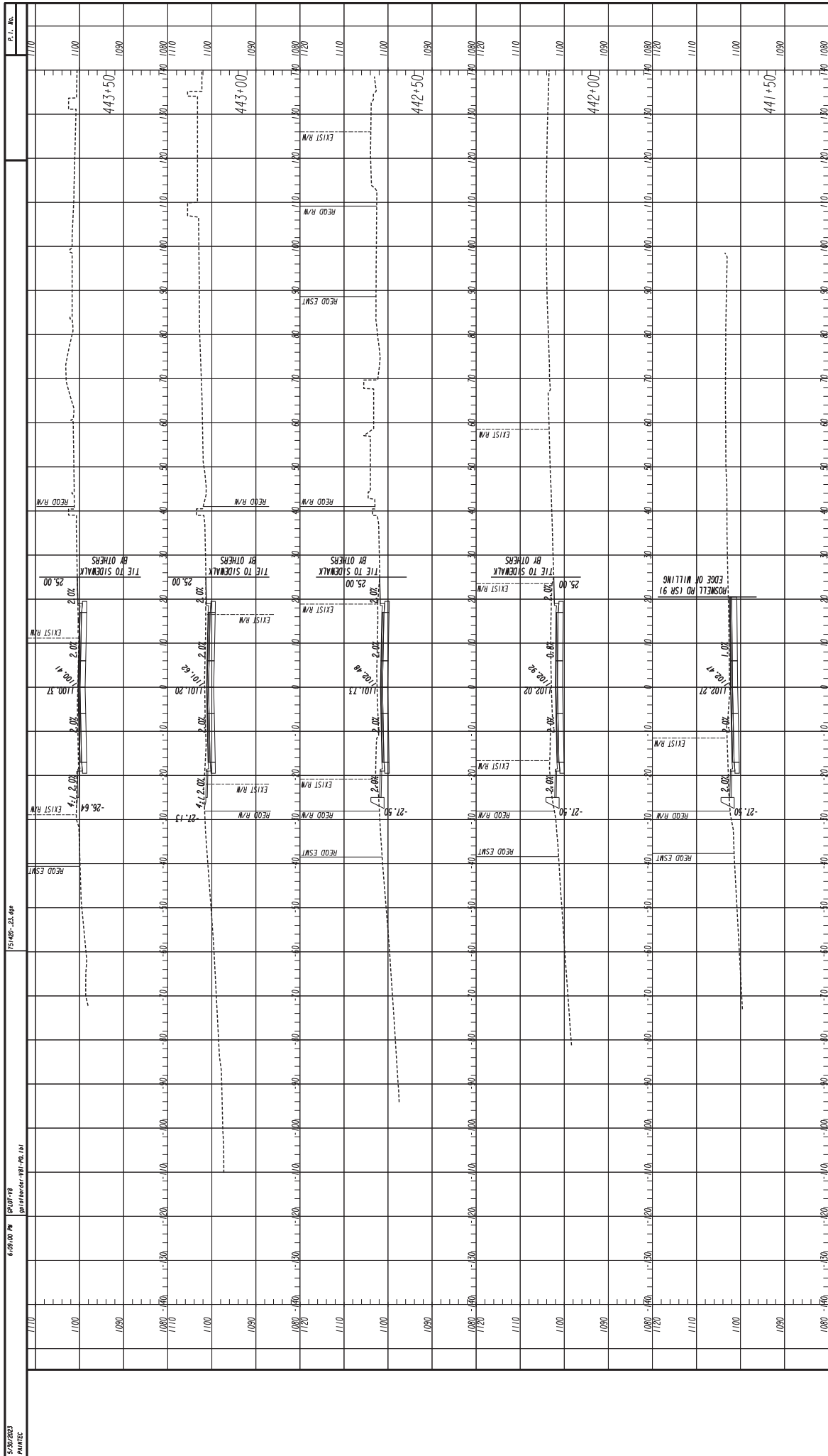


SCALE IN FEET

[illegible]

CONSTRUCTION PLAN
JOHNSON FERRY ROAD
MOUNT VERNON HIGHWAY

CHECKED:	DATE:	DRAWING No.
BAC/KCHECKED:	DATE:	
CORRECTED:	DATE:	
		13-0002



Jacobs.

SCALE: $r = 10'$ HORIZONTAL
 $r = 10'$ VERTICAL

SANDY SPRINGS
GEORGIA

CROSS SECTIONS

JOHNSON FERRY ROAD

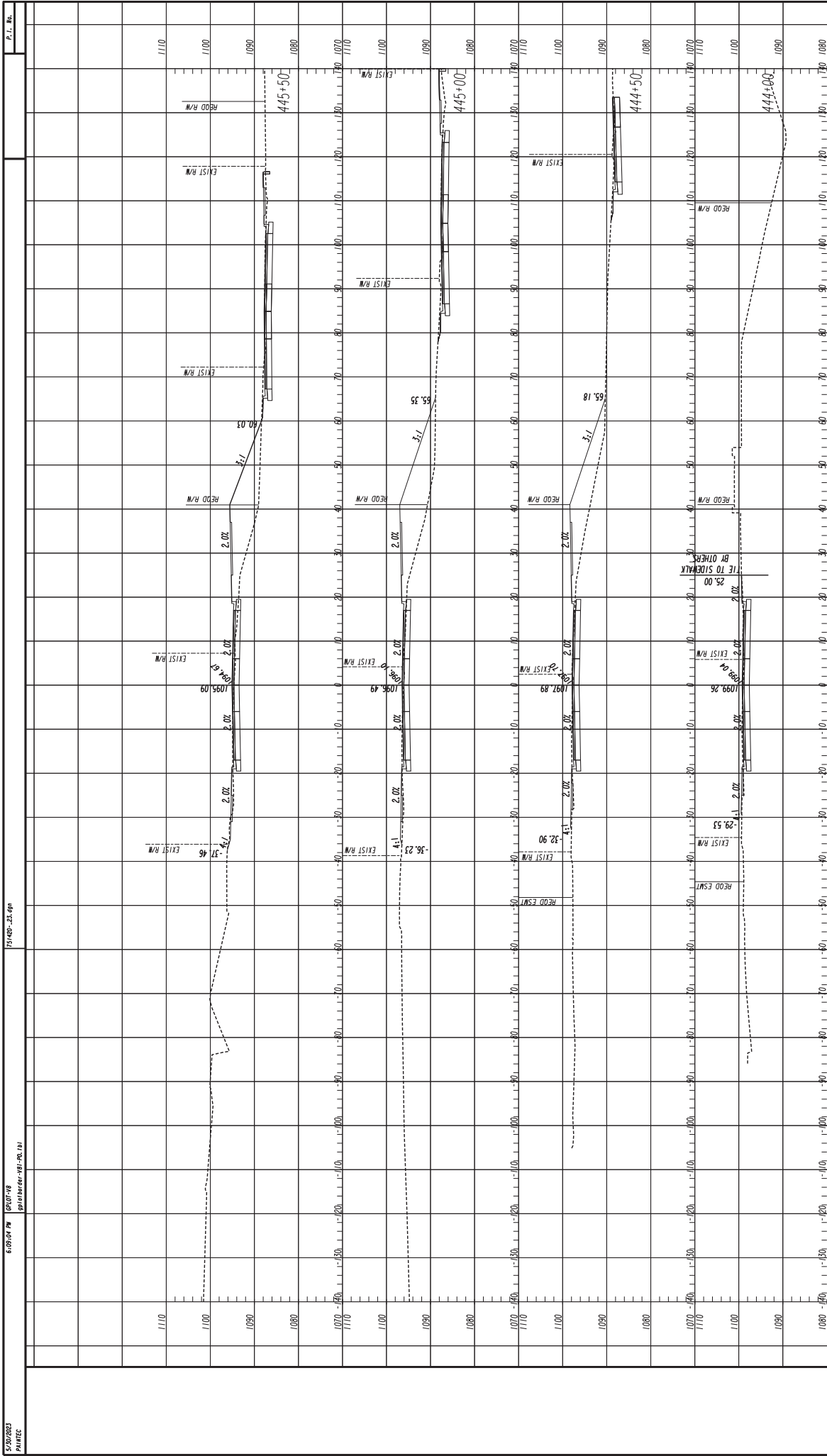
REVISION DATES		DRAWING No.	
NO.	DATE	CHECKED	DATE

5/20/2023
PAINTER

6:09:00 PM (5/10/23)
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751400--23.dgn

23-0002



Jacobs

SCALE: 1" = 10' HORIZONTAL
1" = 10' VERTICAL

SANDY SPRINGS
GEORGIA

REVISION DATES

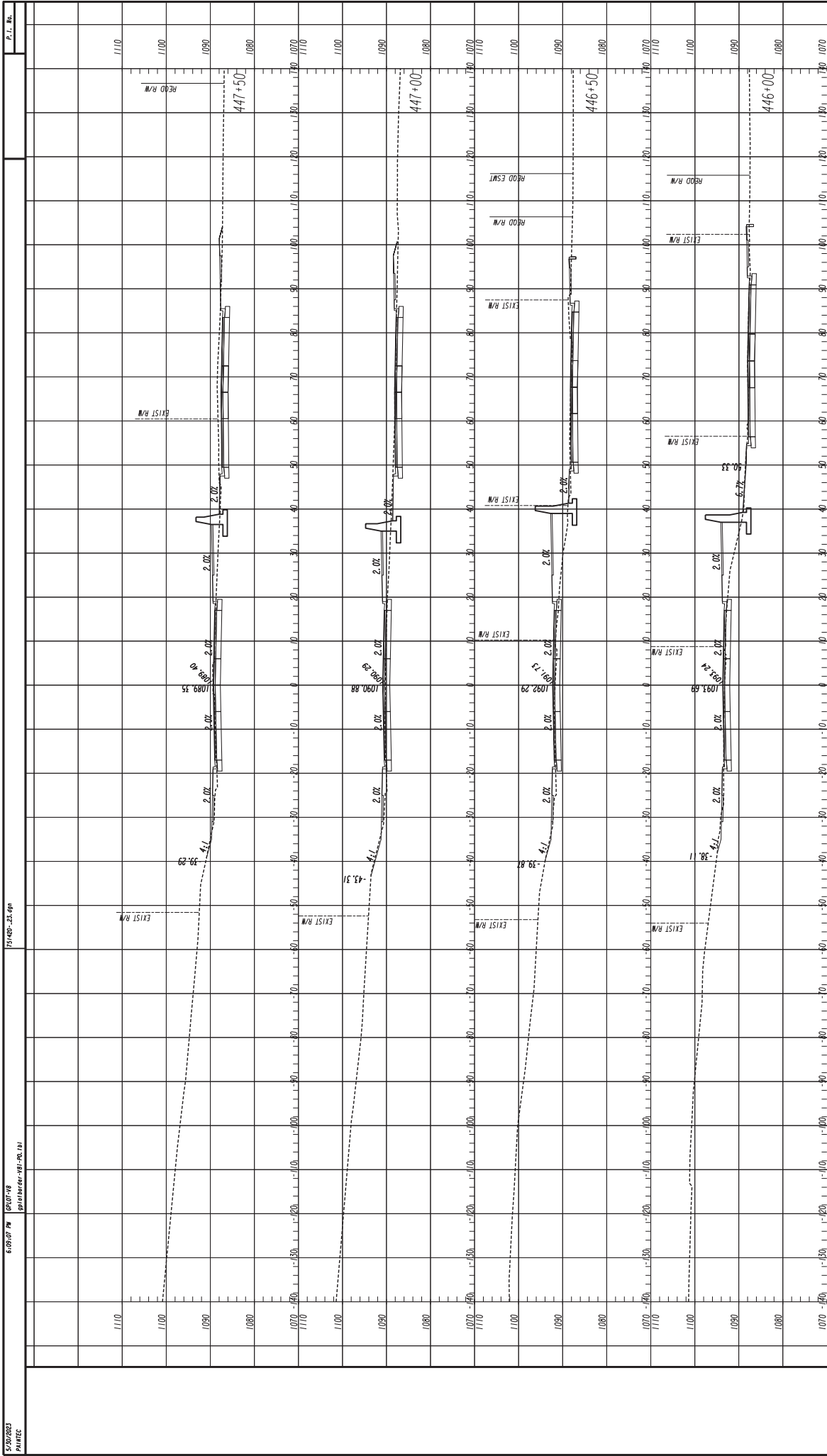
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CROSS SECTIONS

JOHNSON FERRY ROAD

CHECKED:	DATE:	DESIGNED:	DATE:

DRAWING NO. 23-0003



Jacobs.

SCALE: $r = 10'$ HORIZONTAL
 $r = 10'$ VERTICAL

SANDY SPRINGS
GEORGIA

REVISION DATES

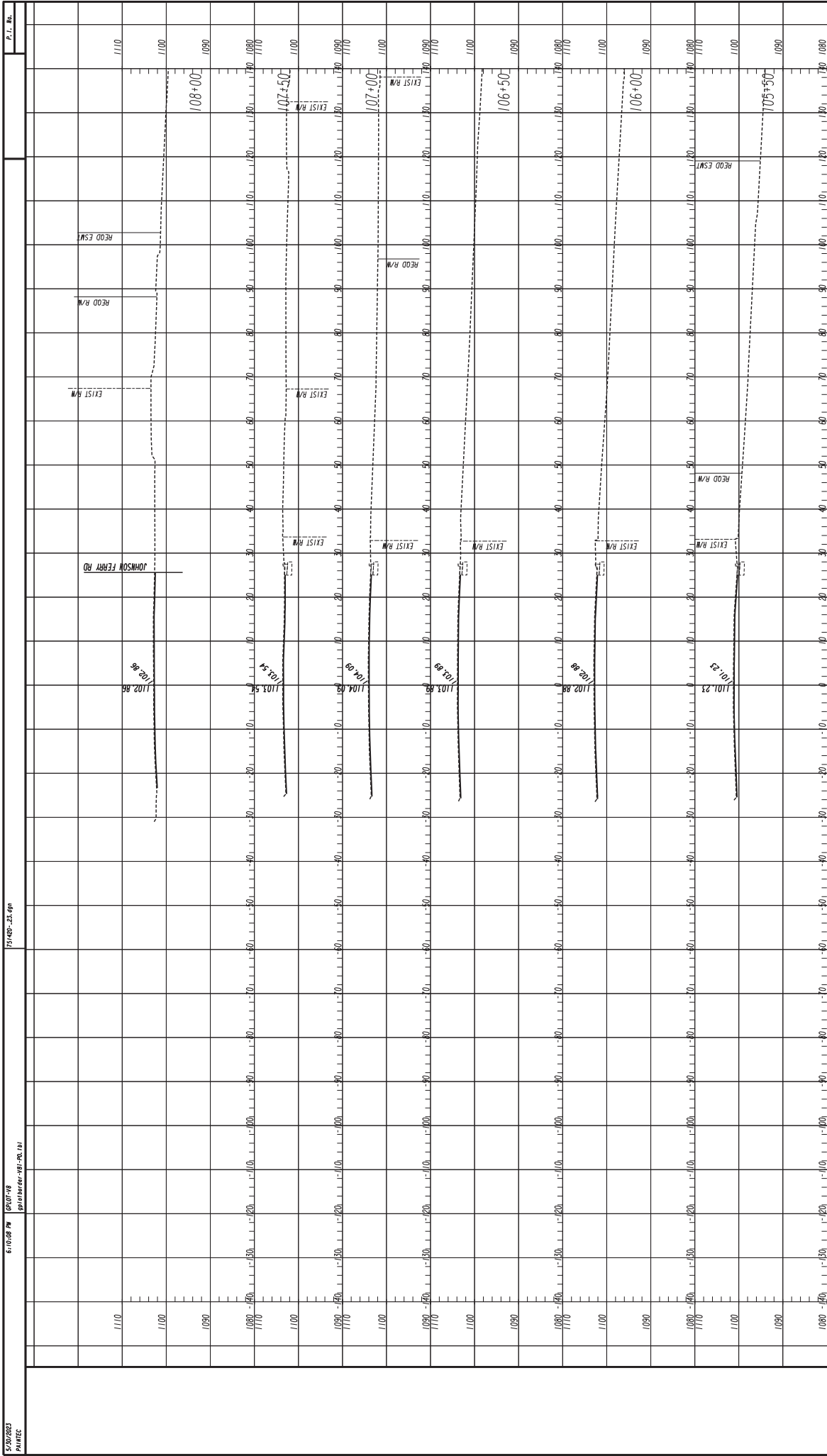
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CROSS SECTIONS

JOHNSON FERRY ROAD

CHECKED:	DATE:	DESIGNED:	DATE:

DRAWING NO. 23-0004





JACOBS



SANDY SPRINGS
GEORGIA

CROSS SECTIONS

ROSWELL ROAD

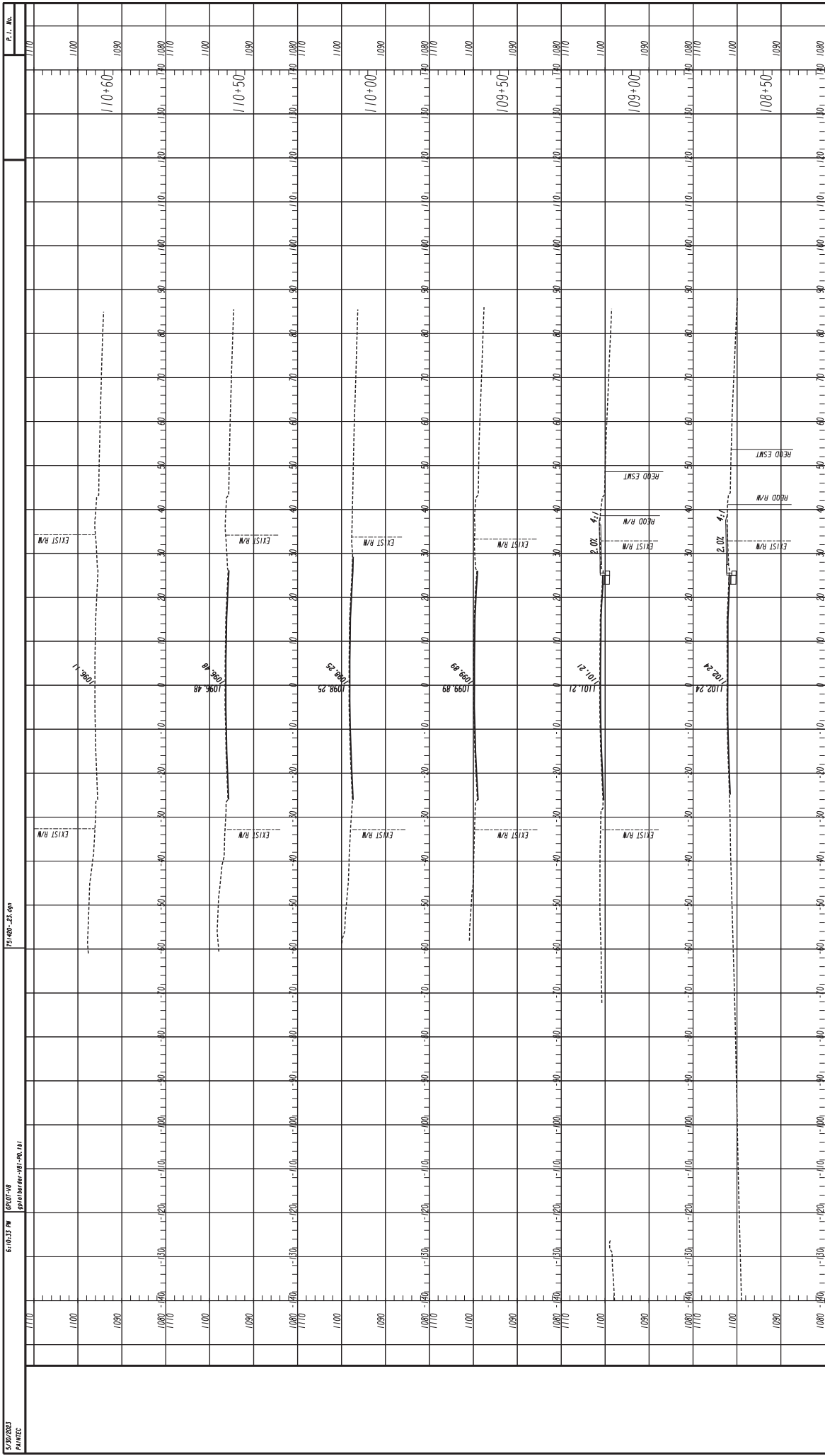
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GRAPHIC NO. 23-0028

SCALE: R - 10' HORIZONTAL
R - 10' VERTICAL

REVISION DATES

NO.	DATE	DESCRIPTION



Jacobs

SCALE: $r = 10'$ HORIZONTAL
 $r = 10'$ VERTICAL

SANDY SPRINGS
GEORGIA

CROSS SECTIONS

ROSWELL ROAD

REVISION DATES		DRAWING No.	
DATE	DESCRIPTION	DATE	DESCRIPTION

CHECKED: _____ DATE: _____

BACKCHECKED: _____ DATE: _____

CORRECTED: _____ DATE: _____

VERIFIED: _____ DATE: _____

DRAWING No.

23-0029



6/1/2023
Koy.Shorpe@jacobs.com

6/1/2023
Koy.Shorpe@jacobs.com

EXHIBIT “C”

THE GEORGIA POWER DRAWINGS

