



SANDY SPRINGS

GEORGIA

Rusty Paul, Mayor
John Paulson – District 1
Steve Soteres – District 2
Chris Burnett – District 3
Jody Reichel – District 4
Tibby DeJulio – District 5
Andy Bauman – District 6

Tuesday, October 6, 2020

Regular Meeting

Following PFA Meeting

The October 6, 2020 Public Facilities Authority and City Council Meetings will be held virtually.

Live-stream:	Sandy Springs Facebook: https://www.facebook.com/SandySpringsGA/
	Zoom Webinar: http://spr.gs/mcc1062020
Teleconference:	Dial Options (for higher quality, dial a number based on your current location):
	• 1 312 626 6799 • 1 646 558 8656 • 1 301 715 8592 • 1 346 248 7799 • 1 669 900 9128 • 1 253 215 8782
	Webinar ID: 858 1591 8116
Public Comment:	Public Comment Cards may be submitted online: http://www.sandyspringsga.gov/government/public-meetings-calendar

- I. **Call to Order** - Mayor Rusty Paul
- II. **Roll Call and General Announcements** – Interim City Clerk
- III. **Pledge of Allegiance** - Mayor Rusty Paul
- IV. **Public Comment**
- V. **Approval of Meeting Agenda**
- VI. **Consent Agenda**
 - A. **2020-246 Meeting Minutes**
 - September 15, 2020 City Council Work Session
 - September 15, 2020 City Council Regular Meeting

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

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SANDY SPRINGS

GEORGIA

- B. **2020-247** Request for Mayor and City Council Consideration of the Execution of Resolutions in Keeping with the GMA Form Resolutions Related to City Resolution 2020-08-86 and 2020-08-104 for the Purchase and Financing of New Equipment for the City Fire Department
(Presented by Dan Lee, City Attorney)

VII. Presentations

VIII. Public Hearing

IX. New Business

- A. **2020-248** Request for Mayor and City Council Consideration of the acquisition of a permanent drainage and temporary construction easement through the use of eminent domain upon certain property known as Tanglewood Trail NW Fulton County, Georgia, Parcel No: 17162LL1072 for the Tanglewood Stormwater Project
(Presented by Dan Lee, City Attorney)
- B. **2020-249** Request for Mayor and City Council Consideration of a Donation of Permanent Drainage Easement for 7655 Treeridge Court Stormwater Project
(Presented by William H. Martin Jr., AIA, Public Works Director)
- C. **2020-250** Request for Mayor and City Council Consideration of a Resolution to Adopt the Art in Public Places Master Plan
(Presented by Kristin Smith, Assistant City Manager)
- D. **2020-251** Request for Mayor and City Council Consideration of the First Amendment to Agreement for Services for Hammond Gymnastics Center Operations
(Presented by Kristin Smith, Assistant City Manager)
- E. **2020-252** Request for Ordinance to Ratify Amending the FY 2021 Budget to Transfer Funds from the General Fund of the City of Sandy Springs to the City of Sandy Springs Public Facilities Authority
(Presented by Andrea Surratt, City Manager)
- F. **2020-253** Request for Mayor and City Council Consideration of a Resolution to Approve an Intergovernmental Agreement between Fulton County and the City of Sandy Springs for the C.A.R.E.S. Act Municipal Reimbursement Program

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The City will make reasonable accommodations for those persons.*



SANDY SPRINGS

GEORGIA

(Presented by Andrea Surratt, City Manager)

- G. **2020-254** Request Mayor and City Council Consideration of Approval of a Contract to Demolish 11 Properties along Hammond Drive

(Presented by David Wells, Deputy City Manager)

X. Reports

- A. **2020-255** Mayor and Council Report

- B. **2020-256** Staff Reports

XI. Executive Session

- A. **2020-257** Litigation & Real Estate

XII. Adjournment

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Dan Lee, City Attorney

DATE: September 23, 2020 Submission for the October 6, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of the Execution of Resolutions in Keeping with the GMA Form Resolutions Related to City Resolution 2020-08-86 and 2020-08-104 for the Purchase and Financing of New Equipment for the City Fire Department

Recommendation:

Background:

This is a follow up of Resolutions 2020-08-86 and 2020-09-104. GMA/Lessor has requested the City/Lessee complete their form documents to be used as attachments to the proposed master and supplemental leases.

Discussion:

This is a follow up of Resolutions 2020-08-86 and 2020-09-104. GMA/Lessor has requested the City/Lessee complete their form documents to be used as attachments to the proposed master and supplemental leases.

Financial Impact:

None

Alternatives:

Attachments:

1. GMA Master Lease form Resolution (exhibit C)
2. GMA Supplemental Lease form Resolution (schedule F)

EXHIBIT "C"

[MASTER LEASE]

~~XXXXXXXX~~/RESOLUTION

To authorize and direct the execution and delivery of certain lease documents; to provide a statement by legislative findings and intent; to designate such leases as qualified tax-exempt obligations; to provide an effective date; and for other purposes.

BE IT ORDAINED OR RESOLVED, as the case may be:

Section 1. The City finds that the leasing of certain property pursuant to a Master Lease (the "Master Lease") with the Georgia Municipal Association, Inc. is essential to operation of the governmental functions of the City. The execution and delivery of such documents as may be necessary to effectuate these purposes is authorized.

Section 2. The City Manager of the City is hereby authorized and directed in the name and on behalf of the City to execute and deliver the Master Lease in substantially the form presented to this meeting, with such changes and additions as shall be approved by the officer who executes the same, and such other documents as shall be deemed by such officer to be necessary or desirable to effect the purposes hereof; and such execution shall constitute conclusive evidence that the executed document has been authorized and approved. The aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof

Section 3. The leases contemplated by the Master Lease are hereby designated "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 4. This action shall be effective immediately.

This _____ day of _____, 20__.

Officer: _____
Title: _____

Attest: _____
Title: _____

CLERK'S CERTIFICATE

The undersigned hereby certifies that I am the Clerk of Sandy Springs, Georgia (the "City"); that the attached hereto is a true copy of the ☐ Ordinance or ☒ Resolution (check one) duly and finally enacted or adopted by the governing body of the City at a meeting duly held on _____, 20__ at which a quorum was present and acting throughout, and that it has not been rescinded or modified and is now of full force and effect.

GIVEN under the seal of the City, this _____ day of _____, 20__.

(SEAL)

City Clerk

SCHEDULE F

~~XXXXXXX~~/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION ~~XXXXXXXX~~ TO AUTHORIZE AND
DIRECT AN OFFICER OF THE CITY
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of , with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The City Manager of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for (1) Pierce Mid-Mount Aerial and (2) Pierce PUC Pumps (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.

2. ☒ An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or

(check box if applicable)

☐ An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

Russell K. Paul, Mayor

The undersigned hereby certifies that he or she is the Clerk of the City of Sandy Springs, Georgia (the "City"), and that the foregoing is a true copy of the ☐ Resolution or, ☐ Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the _____, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

City Clerk



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Dan Lee, City Attorney

DATE: August 12, 2020 Submission for the October 6, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of the Acquisition of a Permanent Drainage and Temporary Construction Easement through the Use of Eminent Domain upon Certain Property Known as Tanglewood Trail NW Fulton County, Georgia, Parcel No: 17162LL1072 for the Tanglewood Stormwater Project

Recommendation:

Staff recommends that the Mayor and City Council approve the use of eminent domain to acquire a portion of property and associated rights for Stormwater Drainage and Roadway Improvements along Tanglewood Trail ("Project") such portion being located in Land Lots 162 and 163, 17th District, Fulton County, Georgia, Parcel Number 17-0162-LL-1072 (the portion of the property required for the Project hereinafter referred to as the "Subject Property").

Background:

The Subject Property is owned by MHW Tax Funding LLC ("Owner"). The property is a small tract running along Tanglewood Trail that has been vacant for many years. In order to allow the Project to proceed, property rights are required over, under, and through the Subject Property.

Discussion:

An appraisal has been performed by Craig Hammond, MAI, who estimated just and adequate compensation for the Subject Property to be \$500.00 (\$7.42/sf), but title to the property is clouded, there are several years' worth of unpaid property taxes and, the corporate entity has been administratively dissolved. The exercise of eminent domain will enable clear title to the Subject Property to allow certain stormwater drainage and roadway improvements to proceed.

The Subject Property consists of approximately 70sf. permanent easement and temporary easement for construction. Communication with the Owner included a discussion regarding satisfaction of the title matters, to which the Owner made no response and took no action.

Financial Impact:

Upon approval to proceed with eminent domain, the deposit into the court registry would be \$500.00.

There are sufficient funds in the Project.

Alternatives:

Allow the stormwater drainage infrastructure and roadway to continue in disrepair possibly causing additional damage.

Attachments:

1. Agenda Memo-Package- MHW
2. Tanglewood Location

Stormwater Drainage and Roadway Improvements at Tanglewood Trail

Property/Owner	FMV Offer	Negotiation/Counteroffer Summary
Temporary Easement and 70/SF of Permanent Easement at Tanglewood Trl NW MHW Tax Funding LLC	\$500 @ \$7.42/SF Summary table below	N/A <u>Negotiation Summary:</u> - Several years of unpaid ad valorem tax - Corporate entity administratively dissolved Multiple emails sent to Owner requesting satisfaction of items noted above prior to sending offer package. No action taken by Owner.

Total Value Before Acquisition				\$11,478.74
Value of Land to be Acquired, Fee Simple:				
0.00	\$7.42		\$0.00	
Land Area-SF	Price/SF			
Value of Permanent Easement(s):				
70.00	\$7.42	65.0%	\$337.61	
Land Area-SF	Price/SF	% of Fee Value		
Value of Site Improvements to be Acquired:			\$0.00	
Market Value of the Acquisition:				\$337.61
Cost to Cure				\$0.00
Damages to Trade Fixtures				\$0.00
Temporary Easement				\$51.94
RECOMMENDED COMPENSATION, AS ROUNDED:				\$500.00



20' PERMANENT
STORMWATER
EASEMENT

TEMPORARY
CONSTRUCTION
EASEMENT



JEFF ROAD - R/W
(PUBLIC R/W - R/W
WIDTH UNKNOWN)

P.O.C.
N.1413933.86
E.2221345.64

RECORD OWNER
MHW TAX FUNDING LLC
TAX PARCEL ID: 17-0162-LL1072
NO ASSIGNED ADDRESS
DB 46082 PG 396



SHEET 1 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

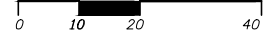
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C.O.A.-LSF000004

COUNTY FULTON
STATE OF GEORGIA
CITY OF SANDY SPRINGS
LAND LOT(S) 16.3
DISTRICT 17TH

STORMWATER EASEMENT EXHIBIT "B" FOR:
CITY OF SANDY SPRINGS
'THROUGH THE PROPERTY OF
MHW TAX FUNDING LLC'



DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 16079.00
DATE: 2/21/20
SCALE: 1"=20'

Parcel Line Table			Parcel Curve Table				
Line #	Length	Direction	Curve #	Length	Radius	Chord Direction	Chord Length
L8	15.56'	N77° 19' 33"E	C5	118.69	339.87	N67° 19' 18"E	118.09
L9	3.56'	S22° 14' 18"E	C6	10.21	339.87	N56° 27' 25"E	10.21
L10	3.53'	S22° 13' 08"E	C7	20.60	339.87	N53° 51' 36"E	20.60
L11	3.48'	N22° 08' 28"W	C8	10.42	339.87	N51° 14' 43"E	10.42
L12	3.46'	N22° 09' 00"W	C9	10.41	343.27	S51° 24' 49"W	10.41
			C10	20.60	343.27	S54° 00' 04"W	20.59
			C11	10.20	343.27	S56° 34' 17"W	10.20

20 FOOT PERMANENT STORMWATER EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 163 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the Northeasterly Right of Way Line of Jett Road (Public R/W – R/W Width Unknown) and the Southeasterly Right of Way Line of Tanglewood Trail (Public R/W – R/W Width Unknown) having Georgia State Plain Coordinates (Ga. West Zone, NAD83) Northing–1413933.86 and Easting–2221345.64; thence leaving said intersection and following along said Southeasterly Right of Way Line of Tanglewood Trail the following courses: thence North 77 degrees 19 minutes 33 seconds East a distance of 15.56 feet to a point; thence with a curve turning to the left with an arc length of 118.69 feet, with a radius of 339.87 feet, with a chord bearing of North 67 degrees 19 minutes 18 seconds East, with a chord length of 118.09 feet to a point; thence with a curve turning to the left with an arc length of 10.21 feet, with a radius of 339.87 feet, with a chord bearing of North 56 degrees 27 minutes 25 seconds East, with a chord length of 10.21 feet to a point, which is the true point of beginning.

thence continuing along said Southeasterly Right of Way Line of Tanglewood Trail with a curve turning to the left with an arc length of 20.60 feet, with a radius of 339.87 feet, with a chord bearing of North 53 degrees 51 minutes 36 seconds East, with a chord length of 20.60 feet to a point; thence leaving said Southeasterly Right of Way Line of Tanglewood Trail South 22 degrees 13 minutes 08 seconds East a distance of 3.53 feet to a point; thence with a curve turning to the right with an arc length of 20.60 feet, with a radius of 343.27 feet, with a chord bearing of South 54 degrees 00 minutes 04 seconds West, with a chord length of 20.59 feet to a point; thence North 22 degrees 08 minutes 28 seconds West a distance of 3.48 feet to a point on said Southeasterly Right of Way Line of Tanglewood Trail, which is the true point of beginning.

Said 20 foot permanent stormwater easement having an area of 70 square feet more or less.



SHEET 2 OF 3



PLANNERS AND ENGINEERS COLLABORATIVE

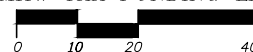
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COUNTY FULTON
STATE OF GEORGIA
CITY OF SANDY SPRINGS
LAND LOT(S) 163
DISTRICT 17TH

LEGAL DESCRIPTION EXHIBIT "A" FOR:
CITY OF SANDY SPRINGS
'THROUGH THE PROPERTY OF
MHW TAX FUNDING LLC'



DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 16079.00
DATE: 2/21/20
SCALE: 1"=20'

TEMPORARY CONSTRUCTION EASEMENT #1 LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 163 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the Northeasterly Right of Way Line of Jett Road (Public R/W – R/W Width Unknown) and the Southeasterly Right of Way Line of Tanglewood Trail (Public R/W – R/W Width Unknown) having Georgia State Plain Coordinates (Ga. West Zone, NAD83) Northing–1413933.86 and Easting–2221345.64; thence leaving said intersection and following along said Southeasterly Right of Way Line of Tanglewood Trail the following courses: thence North 77 degrees 19 minutes 33 seconds East a distance of 15.56 feet to a point; thence with a curve turning to the left with an arc length of 118.69 feet, with a radius of 339.87 feet, with a chord bearing of North 67 degrees 19 minutes 18 seconds East, with a chord length of 118.09 feet to a point, which is the true point of beginning.

Thence continuing along said Southeasterly Right of Way Line of Tanglewood Trail with a curve turning to the left with an arc length of 10.21 feet, with a radius of 339.87 feet, with a chord bearing of North 56 degrees 27 minutes 25 seconds East, with a chord length of 10.21 feet to a point; thence leaving said Southeasterly Right of Way Line of Tanglewood Trail South 22 degrees 08 minutes 28 seconds East a distance of 3.48 feet to a point; thence with a curve turning to the right with an arc length of 10.20 feet, with a radius of 343.27 feet, with a chord bearing of South 56 degrees 34 minutes 17 seconds West, with a chord length of 10.20 feet to a point; thence North 22 degrees 09 minutes 00 seconds West a distance of 3.46 feet to a point on said Southeasterly Right of Way Line of Tanglewood Trail, which is the true point of beginning.

Said temporary construction easement #1 having an area of 35 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT #2 LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 163 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the Northeasterly Right of Way Line of Jett Road (Public R/W – R/W Width Unknown) and the Southeasterly Right of Way Line of Tanglewood Trail (Public R/W – R/W Width Unknown) having Georgia State Plain Coordinates (Ga. West Zone, NAD83) Northing–1413933.86 and Easting–2221345.64; thence leaving said intersection and following along said Southeasterly Right of Way Line of Tanglewood Trail the following courses: thence North 77 degrees 19 minutes 33 seconds East a distance of 15.56 feet to a point; thence with a curve turning to the left with an arc length of 118.69 feet, with a radius of 339.87 feet, with a chord bearing of North 67 degrees 19 minutes 18 seconds East, with a chord length of 118.09 feet to a point; thence with a curve turning to the left with an arc length of 10.21 feet, with a radius of 339.87 feet, with a chord bearing of North 56 degrees 27 minutes 25 seconds East, with a chord length of 10.21 feet to a point; thence with a curve turning to the left with an arc length of 20.60 feet, with a radius of 339.87 feet, with a chord bearing of North 53 degrees 51 minutes 36 seconds East, with a chord length of 20.60 feet to a point, which is the true point of beginning.

thence continuing along said Southeasterly Right of Way Line of Tanglewood Trail with a curve turning to the left with an arc length of 10.42 feet, with a radius of 339.87 feet, with a chord bearing of North 51 degrees 14 minutes 43 seconds East, with a chord length of 10.42 feet to a point; thence leaving said Southeasterly Right of Way Line of Tanglewood Trail South 22 degrees 14 minutes 18 seconds East a distance of 3.56 feet to a point; thence with a curve turning to the right with an arc length of 10.41 feet, with a radius of 343.27 feet, with a chord bearing of South 51 degrees 24 minutes 49 seconds West, with a chord length of 10.41 feet to a point; thence North 22 degrees 13 minutes 08 seconds West a distance of 3.53 feet to a point on said Southeasterly Right of Way Line of Tanglewood Trail, which is the true point of beginning.

Said temporary construction easement #2 having an area of 35 square feet more or less.



SHEET 3 OF 3



PLANNERS AND ENGINEERS COLLABORATIVE

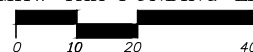
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COUNTY FULTON
STATE OF GEORGIA
CITY OF SANDY SPRINGS
LAND LOT(S) 163
DISTRICT 17TH

LEGAL DESCRIPTION EXHIBIT "C" FOR:
CITY OF SANDY SPRINGS
'THROUGH THE PROPERTY OF
MHW TAX FUNDING LLC'



DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 16079.00
DATE: 2/21/20
SCALE: 1"=20'

STATE OF GEORGIA

COUNTY OF FULTON

**A RESOLUTION TO APPROVE THE APPROPRIATION OF CERTAIN
PROPERTY RIGHTS AND INTERESTS LOCATED AT TANGLEWOOD TRAIL
NW, FULTON COUNTY, GEORGIA, PARCEL ID: 170162LL1072 THROUGH THE
USE OF EMINENT DOMAIN**

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

WHEREAS, the Department of Public Works, has determined it is necessary to facilitate the construction of certain Stormwater Drainage and Roadway Improvements at Tanglewood Trail ("Project"); and

WHEREAS, in order to construct the Project, certain property rights and interests are required over, under, and through the property located at Tanglewood Trail, NW within the City of Sandy Springs ("City"), those interests being more particularly described in Exhibit "A" attached to this resolution; and

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

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

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

1. The City Attorney's office is hereby authorized to acquire through the use of eminent domain pursuant to Title 32 of the Georgia Code the necessary property rights and interests over, under, and across the property located at Tanglewood Trail NW, PARCEL ID: 170162LL1072 in order to ensure that the City acquires free and clear title to such rights and interests and to ensure protection of the public and the timely completion of the Project; and

2. The City Manager and City Attorney are hereby authorized to take such actions as may be necessary to effectuate the intent of this resolution.

SO RESOLVED, this _____ day of _____, 2020.

Approved:

RUSSELL K. PAUL, Mayor

Attest:

RACQUEL GONZALEZ, City Clerk

EXHIBIT “A”

SHEET 1 OF 3

Parcel Line Table			Parcel Curve Table				
Line #	Length	Direction	Curve #	Length	Radius	Chord Direction	Chord Length
L8	15.56'	N77° 19' 33"E	C5	118.69	339.87	N67° 19' 18"E	118.09
L9	3.56'	S22° 14' 18"E	C6	10.21	339.87	N56° 27' 25"E	10.21
L10	3.53'	S22° 13' 08"E	C7	20.60	339.87	N53° 51' 36"E	20.60
L11	3.48'	N22° 08' 28"W	C8	10.42	339.87	N51° 14' 43"E	10.42
L12	3.46'	N22° 09' 00"W	C9	10.41	343.27	S51° 24' 49"W	10.41
			C10	20.60	343.27	S54° 00' 04"W	20.59
			C11	10.20	343.27	S56° 34' 17"W	10.20

20 FOOT PERMANENT STORMWATER EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 163 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the Northeasterly Right of Way Line of Jett Road (Public R/W – R/W Width Unknown) and the Southeasterly Right of Way Line of Tanglewood Trail (Public R/W – R/W Width Unknown) having Georgia State Plain Coordinates (Ga. West Zone, NAD83) Northing–1413933.86 and Easting–2221345.64; thence leaving said intersection and following along said Southeasterly Right of Way Line of Tanglewood Trail the following courses: thence North 77 degrees 19 minutes 33 seconds East a distance of 15.56 feet to a point; thence with a curve turning to the left with an arc length of 118.69 feet, with a radius of 339.87 feet, with a chord bearing of North 67 degrees 19 minutes 18 seconds East, with a chord length of 118.09 feet to a point; thence with a curve turning to the left with an arc length of 10.21 feet, with a radius of 339.87 feet, with a chord bearing of North 56 degrees 27 minutes 25 seconds East, with a chord length of 10.21 feet to a point, which is the true point of beginning.

thence continuing along said Southeasterly Right of Way Line of Tanglewood Trail with a curve turning to the left with an arc length of 20.60 feet, with a radius of 339.87 feet, with a chord bearing of North 53 degrees 51 minutes 36 seconds East, with a chord length of 20.60 feet to a point; thence leaving said Southeasterly Right of Way Line of Tanglewood Trail South 22 degrees 13 minutes 08 seconds East a distance of 3.53 feet to a point; thence with a curve turning to the right with an arc length of 20.60 feet, with a radius of 343.27 feet, with a chord bearing of South 54 degrees 00 minutes 04 seconds West, with a chord length of 20.59 feet to a point; thence North 22 degrees 08 minutes 28 seconds West a distance of 3.48 feet to a point on said Southeasterly Right of Way Line of Tanglewood Trail, which is the true point of beginning.

Said 20 foot permanent stormwater easement having an area of 70 square feet more or less.



SHEET 2 OF 3



PLANNERS AND ENGINEERS COLLABORATIVE

"WE PROVIDE SOLUTIONS"



■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 ■ WWW.PECATL.COM
C.O.A.-LSF000004

COUNTY FULTON
STATE OF GEORGIA
CITY OF SANDY SPRINGS
LAND LOT(S) 163
DISTRICT 17TH

LEGAL DESCRIPTION EXHIBIT "A" FOR:
CITY OF SANDY SPRINGS
'THROUGH THE PROPERTY OF
MHW TAX FUNDING LLC'



DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 16079.00
DATE: 2/21/20
SCALE: 1"=20'

TEMPORARY CONSTRUCTION EASEMENT #1 LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 163 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the Northeasterly Right of Way Line of Jett Road (Public R/W – R/W Width Unknown) and the Southeasterly Right of Way Line of Tanglewood Trail (Public R/W – R/W Width Unknown) having Georgia State Plain Coordinates (Ga. West Zone, NAD83) Northing–1413933.86 and Easting–2221345.64; thence leaving said intersection and following along said Southeasterly Right of Way Line of Tanglewood Trail the following courses: thence North 77 degrees 19 minutes 33 seconds East a distance of 15.56 feet to a point; thence with a curve turning to the left with an arc length of 118.69 feet, with a radius of 339.87 feet, with a chord bearing of North 67 degrees 19 minutes 18 seconds East, with a chord length of 118.09 feet to a point, which is the true point of beginning.

Thence continuing along said Southeasterly Right of Way Line of Tanglewood Trail with a curve turning to the left with an arc length of 10.21 feet, with a radius of 339.87 feet, with a chord bearing of North 56 degrees 27 minutes 25 seconds East, with a chord length of 10.21 feet to a point; thence leaving said Southeasterly Right of Way Line of Tanglewood Trail South 22 degrees 08 minutes 28 seconds East a distance of 3.48 feet to a point; thence with a curve turning to the right with an arc length of 10.20 feet, with a radius of 343.27 feet, with a chord bearing of South 56 degrees 34 minutes 17 seconds West, with a chord length of 10.20 feet to a point; thence North 22 degrees 09 minutes 00 seconds West a distance of 3.46 feet to a point on said Southeasterly Right of Way Line of Tanglewood Trail, which is the true point of beginning.

Said temporary construction easement #1 having an area of 35 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT #2 LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 163 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the Northeasterly Right of Way Line of Jett Road (Public R/W – R/W Width Unknown) and the Southeasterly Right of Way Line of Tanglewood Trail (Public R/W – R/W Width Unknown) having Georgia State Plain Coordinates (Ga. West Zone, NAD83) Northing–1413933.86 and Easting–2221345.64; thence leaving said intersection and following along said Southeasterly Right of Way Line of Tanglewood Trail the following courses: thence North 77 degrees 19 minutes 33 seconds East a distance of 15.56 feet to a point; thence with a curve turning to the left with an arc length of 118.69 feet, with a radius of 339.87 feet, with a chord bearing of North 67 degrees 19 minutes 18 seconds East, with a chord length of 118.09 feet to a point; thence with a curve turning to the left with an arc length of 10.21 feet, with a radius of 339.87 feet, with a chord bearing of North 56 degrees 27 minutes 25 seconds East, with a chord length of 10.21 feet to a point; thence with a curve turning to the left with an arc length of 20.60 feet, with a radius of 339.87 feet, with a chord bearing of North 53 degrees 51 minutes 36 seconds East, with a chord length of 20.60 feet to a point, which is the true point of beginning.

thence continuing along said Southeasterly Right of Way Line of Tanglewood Trail with a curve turning to the left with an arc length of 10.42 feet, with a radius of 339.87 feet, with a chord bearing of North 51 degrees 14 minutes 43 seconds East, with a chord length of 10.42 feet to a point; thence leaving said Southeasterly Right of Way Line of Tanglewood Trail South 22 degrees 14 minutes 18 seconds East a distance of 3.56 feet to a point; thence with a curve turning to the right with an arc length of 10.41 feet, with a radius of 343.27 feet, with a chord bearing of South 51 degrees 24 minutes 49 seconds West, with a chord length of 10.41 feet to a point; thence North 22 degrees 13 minutes 08 seconds West a distance of 3.53 feet to a point on said Southeasterly Right of Way Line of Tanglewood Trail, which is the true point of beginning.

Said temporary construction easement #2 having an area of 35 square feet more or less.



SHEET 3 OF 3



PLANNERS AND ENGINEERS COLLABORATIVE

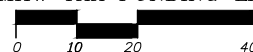
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C.O.A.-LSF000004

COUNTY FULTON
STATE OF GEORGIA
CITY OF SANDY SPRINGS
LAND LOT(S) 163
DISTRICT 17TH

LEGAL DESCRIPTION EXHIBIT "C" FOR:
CITY OF SANDY SPRINGS
'THROUGH THE PROPERTY OF
MHW TAX FUNDING LLC'



DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 16079.00
DATE: 2/21/20
SCALE: 1"=20'



Parcel 17 0162 LL1072
Tanglewood Trail





SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: September 4, 2020 Submission for the October 6, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Donation of Permanent Drainage Easement for 7655 Treeridge Court Stormwater Project

Recommendation:

Staff recommends that the Mayor and City Council accept the donation of a Permanent Drainage Easement on that tract of land lying and located in Land Lot 358 of the 6th District, Fulton County, Georgia. The property owners are Shea Parker and Peter Nathaniel Hall located at 7655 Treeridge Court, as shown in the attached exhibits.

Background:

The acquisition of 266 square feet of Permanent Drainage Easement on this property is necessary in order to construct the Treeridge Court Stormwater Project. The property owner has accepted the City's request for donation for the necessary easement rights required to construct the proposed project.

Discussion:

Staff was able to negotiate a donation from the property owner for the required land interests.

Financial Impact:

Not applicable. As stated, the property owners donated the required land interests to the City.

Alternatives:

N/A

Attachments:

1. Aerial Map Fulton ID - Hall. Parker
2. Executed Perm Esmt - 7655 Treeridge - Hall.Parker
3. RESOLUTION



PARID: 06 0358 LL0709
HALL PETER NATHANIEL &

7655 TREERIDGE CT

Parcel

Parcel ID:	06 0358 LL0709
Property Location:	7655 TREERIDGE CT
Unit:	
City:	SANDY SPRINGS
Neighborhood:	0606
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	1.1747
Zoning:	CUP-
Location	6
Fronting:	9 - 9
Parking Type:	3-ON AND OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	3-BELOW STREET/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/8-ALL UNDERGROUND/-

Legal

Tax District	59
--------------	----

Owners

Owners:	HALL PETER NATHANIEL & PARKER SHEA
---------	---------------------------------------

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
HALL PETER NATHANIEL & PARKER SHEA 7655 TREERIDGE CT SANDY SPRINGS GA 30350	HF01	

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

PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA FULTON COUNTY

THIS AGREEMENT is entered into the 9 day of Sept. in the year of 2020, between PETER NATHANIEL HALL & SHEA PARKER herein referred to as the "Grantor", and the CITY OF SANDY SPRINGS, GA. hereinafter called the "Grantee".

THAT WHEREAS, Grantee is desirous of obtaining a 266 square foot Permanent Drainage Easement upon and across the property of Grantor, located in Land Lot 358 of Land District 6 of Fulton County, GA, as is more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference, and:

WHEREAS, Grantor desires to convey said Permanent Drainage Easement and any and all improvements located within said permanent drainage easement in and to the said described property as is further shown on the drawing attached as Exhibits "A" and "B", incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing recitals and ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby sell and convey to the Grantee, a Permanent Drainage Easement as described on and illustrated on Exhibits "A" and "B", attached hereto and incorporated herein by reference.

The Permanent Drainage Easement herein shall bind the heirs and assigns of the undersigned party, and shall inure to the benefit of the successors in title of Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

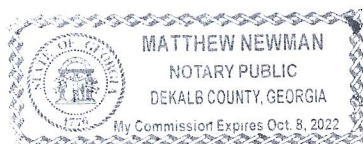
Signed, sealed and delivered in the presence of:

Drake Peehler
WITNESS Drake Peehler

Shea Parker
SHEA PARKER

[Signature]
NOTARY PUBLIC

Peter N. Hall
PETER NATHANIEL HALL



LEGAL DESCRIPTION

EXHIBIT "A"

*7655 Treeridge Court
(Parcel ID: 06 0358 LL0709)*

All that tract or parcel of land lying and being in Land Lot 358 of the 6th District, Fulton County, City of Sandy Springs Georgia, and being more particularly described as follows:

Commencing at a 1/2-inch rebar found located on the northern right-of-way of Treeridge Court (50-foot right-of-way) at the southeastern corner of Lot 16, Rivergate Subdivision, Unit 4, as depicted in Plat Book 124, Page 106, Fulton County records; said point having Georgia State Plane coordinate values Northing: 1,448,338.17; Easting: 2,254,154.73, Georgia West Zone; Thence departing said right-of-way along the dividing line between said Lot 16 on the west & Lot 17 on east North 30 degrees 55 minutes 42 seconds East, a distance of 16.38 feet to a point, said point being the **POINT OF BEGINNING**; Thence leaving said dividing line North 26 degrees 04 minutes 00 seconds West, a distance of 28.85 feet to a point; Thence South 73 degrees 37 minutes 38 seconds East, a distance of 25.00 feet to a point located on said aforementioned Lot 16 & 17 dividing line; Thence along said dividing line South 30 degrees 55 minutes 42 seconds West, a distance of 22.00 feet to a point, which is the **POINT OF BEGINNING**.

Said tract or parcel of land contains 266 Square Feet / 0.006 Acre

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A PERMANENT STORMWATER DRAINAGE
EASEMENT ON PROPERTY LOCATED IN LAND LOT 358 OF THE 6th DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

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

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Permanent Stormwater Drainage Easement by the City of Sandy Springs for property located at 7655 Treeridge Court owned by Shea Parker and Peter Nathaniel Hall in Land Lot 358 of the 6th District, Fulton County, City of Sandy Springs, Georgia

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

To facilitate the construction of the Treeridge Court Stormwater Project, the City approves the acceptance of the Permanent Stormwater Drainage Easement on property located in Land Lot 358 of the 6th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 6th day of October, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Kristin Smith, Assistant City Manager

DATE: September 8, 2020 Submission for the October 6, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Adopt the Art in Public Places Master Plan

Recommendation:

Staff recommends approval of the Art in Public Places Master Plan.

Background:

The Next Ten Comprehensive Plan identifies 10 Goals for the Next Ten. The Quality of Place and Quality of Life Goal recommends the creation of a constellation of unique places throughout the City that distinguish Sandy Springs and enhance the City's quality of life. Furthermore, the 10 Key Actions for the Next Ten reinforce the idea of enhancing and beautifying the City's public places. Policy recommendation LU-D2 focuses on this key action, recommending a partnership with Art Sandy Springs (ArtSS) to create a public art plan for the City.

The City and ArtSS partnered to develop the Art in Public Places Master Plan ("Master Plan"). The plan was drafted by Designing Local Ltd. ("Designing Local"). The key recommendations of the Master Plan were reviewed at the September 15 Mayor and City Council Work Session.

Discussion:

The Master Plan recommends the following Vision for Public Art:

Sandy Springs seeks to enrich the lives of its residents and provide extraordinary amenities for its businesses and visitors through cohesive and intentional investments in high-quality public art. This program will be highly accessible, celebrate the City's diversity, spur creativity, elevate brand identity, and create remarkable public spaces.

The plan establishes a framework for growth, recommends short-term voluntary programs to fund the Art in Public Places program, provides a discussion of funding mechanisms for future consideration, and creates a work program based upon the framework for growth.

Financial Impact:

The Master Plan does not include any new funding mechanisms for immediate implementation.

Alternatives:

The Mayor and City Council could choose not to approve the Master Plan or request amendments to the Master Plan.

Attachments:

1. Sandy Springs Art in Public Places Plan
2. Resolution_Art MP_Final (2)

SANDY SPRINGS ART IN PUBLIC PLACES PLAN



ACKNOWLEDGMENTS

SANDY SPRINGS CITY COUNCIL

Mayor Rusty Paul

John Paulson, District 1

Steve Soteres, District 2

Chris Burnett, District 3

Jody Reichel, District 4

Tibby Dejulio, District 5

Andy Bauman, District 6

SANDY SPRINGS CITY STAFF

Michael Perry – Recreation & Parks

Sharon Kraun – Communications

Andrea Worthy – Economic Development

Shaun Albrechtson – CREATE Sandy Springs

Alexandra Horst – Planning & Zoning

Kristin Smith – City Manager's Office

Jennifer Cruce – Visit Sandy Springs

ART SANDY SPRINGS

SANDY SPRINGS RESIDENTS AND STAKEHOLDERS

DESIGNING LOCAL

TABLE OF CONTENTS

01 ASSESSMENT OF EXISTING ARTS AND CULTURE IN SANDY SPRINGS

07 The Arts in Sandy Springs

02 A VISION FOR PUBLIC ART IN SANDY SPRINGS

12 Vision

14 Key Themes

03 SANDY SPRINGS ART IN PUBLIC PLACES PROGRAM

18 Mission

19 Guiding Principles

21 Framework for Strategic Growth

04 PROJECTS TO INSPIRE THE FUTURE OF THE ART IN PUBLIC PLACES PROGRAM

40 Projects for Inspiration

05 PRIORITY ACTION PLAN

53 Short Term Goals

54 Medium Term Goals

55 Long Term Goals

EXECUTIVE SUMMARY

A Note on the Pandemic

Just as the planning team, the City, and our partners were close to finalizing the City of Sandy Springs' first Art in Public Places Plan ("Plan"), our world changed overnight due to the COVID-19 pandemic. The economic and social realities that are transforming as a result of the pandemic have forced us to rethink what is possible in the short term, and that is reflected in the recommendations of this document. What has not changed are the wide-ranging positive impacts of the arts in Sandy Springs (economic, social, and cultural), which will be ever more important as the City recovers in the coming years. While our efforts may be delayed, our resolve to ensure that Sandy Springs is the premiere arts destination of the north metro Atlanta area remains steadfast.

Introduction

During its first ten years, the City of Sandy Springs adopted and accomplished an internationally noted public-private partnership model of government that has led to an efficient and effective delivery system for municipal services. In The Next Ten Comprehensive Plan, there is a call to action to focus on the physical and social fabric of the City -- further defining who the City of Sandy Springs is and will be, both as a physical place and as a community. After impressive investments, the City and its partners have now dedicated themselves to advancing the arts in Sandy Springs through the Art in Public Places Plan and the establishment of an Art in Public Places Program.

What's in the Plan?

Building on the The Next Ten and continuing the ambitious spirit that brought Sandy Springs into existence, this Plan lays out a visionary path forward for public art in the City. This Plan proposes a straightforward, efficient, and responsible future for public art. The major components of the Plan are below.

A Vision for Art in Sandy Springs

The community has a vision for Sandy Springs to be a leader in the arts in the Atlanta metro area and the premiere arts destination of the north metro Atlanta area. A key component of this vision will be brought forth through the execution of the Art in Public Places Plan in addition to continued investment in the existing arts and culture programming the City currently offers.

Public-Private Partnerships

The Art in Public Places Program will be led by the City of Sandy Springs and administered through various departments in partnership with Arts Sandy Springs and other community groups.

Enhancing Public Space

This plan lays out many location opportunities for public art in Sandy Springs and creates a framework to ensure that art is integrated into future public and private sector development projects. Public art will be key to helping enliven the physical environment in Sandy Springs.

Potential Sources for Funding Public Art

This Plan proposes that the City study two potential funding mechanisms for public art for future consideration. A Percent for Art ordinance would require that one (1) percent of total costs of eligible capital projects be directed towards public art. A Private Percent for Arts Ordinance would

require that one (1) percent of total costs for private development projects (capped at \$100,000) be devoted to public art.

In addition to the two proposed funding mechanisms, additional options are provided to account for the unknown future status of the economy. All options should be explored once the City fully understands the economic impact of the pandemic.

Until such time that a sustainable funding mechanism is adopted by the City of Sandy Springs, City administration should continue to look for opportunities to include public art in projects on an ongoing basis. This should include various projects already being pursued by the City's Recreation and Parks and Public Works Departments.

Continuance of Existing Endeavors

This Plan acknowledges the extensive work that has been completed to date by the City in partnership with Art Sandy Springs through its ArtSS in the Open initiative. ArtSS Walk, an annual sculpture walk presented by Art Sandy Springs at City Springs, should continue with purchases from that program being directed to existing parks and rights-of-way. Likewise, ArtSS for the City, in which Art Sandy Springs coordinates with private donors to make gifts of art to the city, should continue. The Rotating Gallery within the interior main lobby of City Hall also serves as a platform in which to expose the community to a variety of art and artists. The first exhibit concluded in March 2020, with a second exhibit in the works as City Hall is able to reopen to the public following the COVID-19 pandemic.

Why an Art in Public Places Plan?

Sandy Springs is a city that was built on prospects of the future under local control. Based on the work and leadership of the City's first Mayor, Eva Galambos, the City of Sandy Springs continues its commitment to honest, efficient, and responsible governance. Inspired by that legacy, this Plan seeks to ensure that the culture of Sandy Springs and its place in the region and the world are not only expressed beyond a mention on paper, but through a physical commitment to the arts.

By implementing this Plan, public art will help tell the many stories of Sandy Springs. The Plan will build on past investments contributing to a civic infrastructure that makes Sandy Springs a livable, prosperous, and inviting place to live and work, and a community that allows room for creativity by all. The Sandy Springs Art in Public Places Plan will guide the future of public art in the City and will enable the community to find common ground that will define how it sees itself and how it wishes to be viewed in the metro Atlanta area and beyond.

Sandy Springs is known as a corporate hub with a saturation of small, medium, and Fortune 500 corporations located within the City, as well as a popular residential community. As the City further embraces thoughtful deployment of public art, the City's reputation and brand will expand, creating additional opportunities for economic and residential growth, with public art an imprinted aspect of the City's calling card.

This planning process, inspired by the history of collaboration in Sandy Springs, has already created opportunities for continued growth and investments in the arts within the City. That growth, however, best serves the City when conducted with intentional thoughtfulness as part of a long-range strategy. Following the guidelines outlined by this Plan will help ensure that all future art will reflect the values and vision of the City and its residents.



*ABOVE: Art in the Open &
Summer Concert Series at
City Green*

01: ASSESSMENT OF EXISTING ARTS AND CULTURE IN SANDY SPRINGS

The Arts in Sandy Springs

The City of Sandy Springs has a successful legacy of delivering programming and building a City-owned art collection. Art Sandy Springs is a vital partner in the arts, paving the way for several successful programs and donations of public art. Direction of the visual arts programming has thus far emanated from the Recreation and Parks and Communications Departments, in partnership with Art Sandy Springs. Fulton County also operates its oldest neighborhood community arts center in Sandy Springs, offering art classes to residents of Fulton County.

Sandy Springs Arts Center

When the City of Sandy Springs incorporated in 2005, the City lacked a traditional government center, presenting the community with a unique opportunity to craft its own downtown. The community asked for the creation of a unique, vibrant, walkable City Center that would introduce new dining, residential living, and retail options. The community also sought an appropriate setting for a performing arts facility (“Arts Center”). Because of community desires, a commercial center with a large asphalt parking lot was transformed into a modern town center.

The final design created a complex which features a main theatre designed to support a wide range of programs and activities. Sizeable at 1,070 seats, Byers Theatre is a 50,000 square-foot theatre with three levels and box seats. Superb acoustics, a full orchestra pit, and a fly



loft make the theatre an ideal venue for a variety of performance events. The Studio Theatre is a smaller venue that is versatile enough to host corporate meetings and events. The Arts Center also boasts CityBar, a convenient spot to grab a drink before performances. Above the Studio Theatre is an open-air City view terrace offering wide views of City Springs and beyond.

In addition to the interior amenities, the area's City Green offers visitors the opportunity to enjoy live music, theatre and special events under a canopy of sun and stars. City Green is surrounded by a sculpture garden, an annual rotating exhibit that is part of the ArtSS in the Open Program.

ArtSS in the Open

ArtSS in the Open began as a project of Art Sandy Springs. Its intention was to enrich the quality of life for residents and visitors by giving gifts of public art to the City and producing art-based special events. In 2008 and 2010, Art Sandy Springs held sculpture competitions that attracted national and international submissions resulting in the purchase of four permanent works with private funds to launch the City's public art collection. Art Sandy Springs then donated the Playable Art Park at Abernathy Greenway Park to the city by way of a private grant from Northside Hospital. ArtSS and the city coordinated from the outset of park design through installation of the park and the art pieces. The Playable Art Park opened in 2014 to national praise and features six huge sculptures built by artists for creative play and interaction by children. The Abernathy Greenway's Playable Art Park has become a popular regional playground destination for children of all ages.

In 2018, the City began funding Art Sandy Springs' annual sculpture competition and titled it the Annual ArtSS Walk. Each year, nine sculpture finalists are selected from hundreds of entries from around the country. The works are displayed on the City Green at City Springs, creating an annually changing sculpture art gallery in the park. At the conclusion of each exhibit, selected works from the finalists are purchased and placed in permanent locations by the City.

Art Sandy Springs' ongoing program to arrange gifts of public art to the City, entitled ArtSS for the City, was adopted by the City in the form of a public art policy. Since the policy was initiated, Art Sandy Springs has procured several outdoor sculptures per year.

In addition to the extensive placement of Artwork in exterior locations throughout the City of Sandy Springs, Art Sandy Springs also curates the City Springs Collection. In 2018, the City partnered with Art Sandy

LEFT: Summer Concert Series at City Green

Springs to implement a master plan for placing Artwork within the buildings at City Springs. The plan provides locations conducive for art and provides recommendations on types of art for key placement areas including the City Hall lobby and Byers Theatre lobby.

Arts and Culture Educational Opportunities

A broad range of visual arts educational opportunities are offered through the City's Recreation and Parks Department. A photography club meets monthly and is attended by emerging as well as established photographers. Craft clubs, held on a monthly basis, integrate nature into learning opportunities with a walk in one of Sandy Springs' many parks followed by an appropriate themed craft.

Recreation and Parks also contracts with an outside consultant to offer a variety of programming opportunities. Classes range from painting classes for adults, STEAM camps for students, as well as opportunities for art parties for kids and adults.

Abernathy Arts Center

Abernathy Arts Center is Fulton County's oldest neighborhood community arts center dedicated to providing quality fine arts instruction to the community in a warm and friendly environment since 1974. Under the guidance of Fulton County Department of Arts and Culture, Abernathy Arts Center offers a broad range of day and evening arts classes for adults and children. The center's gallery features monthly exhibitions, which provide showcasing opportunities for students and faculty. The Abernathy Arts Center is located at the corner of Abernathy Road and Johnson Ferry Road, NW.

The Abernathy Arts Center offers classes in pottery, sculpture, mixed media, watercolor and portrait painting, and acrylic painting. The Center also offers extensive summer camp opportunities for kids.

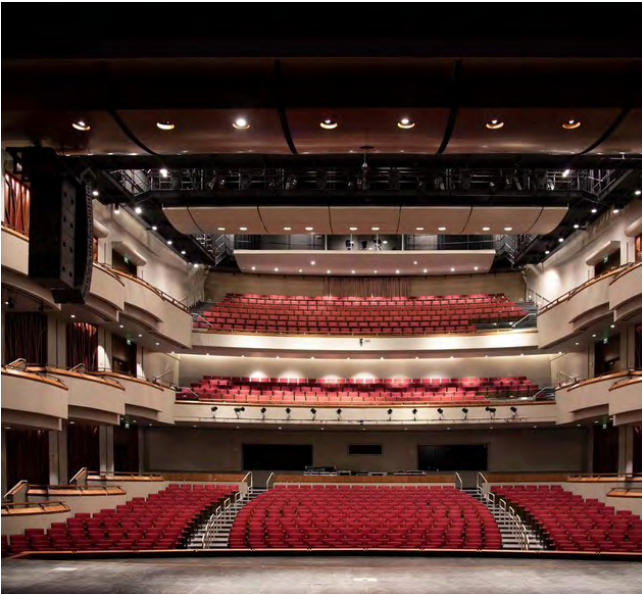
For such a young City, the cultural amenities it possesses are rich and provide meaningful opportunities to interact with the arts. These investments have provided a strong foundation on which to continue to build an Art in Public Places Program that sets high standards for cultural experiences that draw residents and visitors to Sandy Springs. The arts will continue to play a major role in cementing the identity of Sandy Springs in the region as a vibrant place where everyone belongs.

*TOP Abernathy
Arts Center*

*MIDDLE LEFT:
Byers Theatre, City
Springs*

*MIDDLE RIGHT:
Summer Concert
Series, City Green*

*BOTTOM: Lantern
Parade*



02: A VISION FOR PUBLIC ART IN SANDY SPRINGS

Community Vision for Public Art in Sandy Springs

Core to the identity and philosophy of Sandy Springs is one idea - intentionality. In that spirit and through many community conversations, the following vision components were created and should be used to ensure alignment with community priorities. Future public art projects should seek to satisfy as many components of the vision as possible.

VISION

Sandy Springs seeks to enrich the lives of its residents and provide extraordinary amenities to its businesses and visitors through cohesive and intentional investments in high-quality public art. This program will be highly accessible, celebrate the city's diversity, spur creativity, elevate brand identity and create remarkable public spaces.



*ABOVE: Flora Duet,
John Parker (mid-
installation)*

KEY THEMES FOR THE ART IN PUBLIC PLACES PROGRAM

The following themes were derived from a series of community conversations and support Priority Actions found in *The Next Ten*.

- *Public art is for everyone in Sandy Springs and will celebrate the diversity of the community.*
- *Public art will be used to create a series of vibrant, interconnected centers, destinations and unique places.*
- *Public art will be used as part of a larger package to attract and retain residents, major employers, small businesses, and entrepreneurs.*
- *Public art will be integrated into mobility, bicycle, pedestrian, and transit infrastructure to enhance connectivity.*
- *Public art will enhance neighborhood character and quality of life.*
- *Public art will enhance and beautify the City's public places.*

SOLIDIFY OUR IDENTITY BY CREATING REMARKABLE PLACES

Though the community of Sandy Springs has a long history, as a City it is only fifteen years old. To overcome the lack of a traditional downtown or clear sense of place, the City is undertaking a transformational effort to create a twenty-first century city. Efforts such as the development of City Springs, the creation of a new development code, and many transportation and park investments all help to achieve the same goal: creating a more livable, vibrant, unique, and recognizable city. An expanded public art collection will enhance those efforts.



LEFT: Splash Pad at City Springs

RIGHT: Groovy Peace Sign, Joe and Terry Malesky

CEMENT OUR PLACE AS THE PREMIERE ARTS DESTINATION OF THE NORTH METRO ATLANTA AREA

Sandy Springs has made significant investments in arts and culture and aspires to be a premiere destination for arts and culture in the north metro Atlanta area. A decade of work by Art Sandy Springs has given the City the most noteworthy collection of public art in Atlanta's northern area. With the opening of City Springs, the continued partnership between Art Sandy Springs and the City has amplified that investment through the introduction of the Art Walk, rotating gallery at City Springs and initial investments in the permanent collection at City Springs. Future investments, particularly in public art, will help solidify Sandy Springs' reputation as a "city of the arts" and ensure that the arts are well represented in the physical environment.



PROVIDE UNIQUE EXPERIENCES TO OUR RESIDENTS AND VISITORS

Building upon the already vibrant arts community in Sandy Springs will create more opportunities for interesting experiences in the City. A unique physical and cultural environment will help draw in visitors and create continued economic success well into the future.

UPHOLD OUR LEGACY OF HONEST, EFFICIENT, AND RESPONSIBLE DELIVERY OF CITY SERVICES

Sandy Springs has been a national and international leader in the efficient delivery of City services. Delivery of arts programming and the implementation of arts projects should follow the model of success for other City efforts, looking towards public-private partnership models.



ABOVE: Abernathy Greenway

03: SANDY SPRINGS ART IN PUBLIC PLACES PROGRAM

Building upon a legacy of arts and cultural programming, a formal Art in Public Places Program will be established. As a functional matter, the Sandy Springs Art in Public Places Program will be led by the City of Sandy Springs administered through various departments in partnership with Arts Sandy Springs and other community groups. Below is the Vision, Mission, and Guiding Principles for the Program.

VISION

Sandy Springs seeks to enrich the lives of its residents and provide extraordinary amenities to its businesses and visitors through cohesive and intentional investments in high-quality public art. This program will be highly accessible, celebrate the city's diversity, spur creativity, elevate brand identity and create remarkable public spaces.



MISSION

The City of Sandy Springs is committed to offering and developing an array of art experiences and commissions artists through a variety of media and scales.

The Sandy Springs Art in Public Places Program:

- *Commits to increasing access to participation for artists and audiences;*
- *Seeks to be both innovative and streamlined in identifying artists to bring public art to Sandy Springs;*
- *Strives to include community participation and partnerships in program development; and*
- *Expands the reach and role of public art with the understanding that art and activation can build community, support public safety, and promote a vibrant City.*

GUIDING PRINCIPLES

Sandy Springs Public Art:

- *Enhances the public's experience with, and appreciation for, the arts;*
- *Elevates the quality of urban design;*
- *Enhances public infrastructure;*
- *Increases the use of public facilities;*
- *Strengthens neighborhood and community identity and pride;*
- *Celebrates diversity;*
- *Commemorates a community's history;*
- *Provides opportunities for education and learning; and*
- *Creates opportunities for local and regional artists to develop their talents.*

*IMAGES: Arts
in the Open,
Sandy Springs*







STRATEGY 1: FORMALLY ESTABLISH THE SANDY SPRINGS ART IN PUBLIC PLACES PROGRAM BY ADOPTING THIS PLAN AND THE SANDY SPRINGS PUBLIC ART POLICY. APPOINT A PUBLIC ART COORDINATOR TO DIRECT AND OVERSEE THE ART IN PUBLIC PLACES PROGRAM.

In order to establish a strong Art in Public Places Program, the City of Sandy Springs will adopt the Art in Public Places Resolution. This resolution states the intention of the City to operationalize its vision for a public art program and adopts this plan as the roadmap to create an Art in Public Places Program.

In addition to creating the Program, the City Manager should appoint a Public Art Coordinator. In the near-term, this is envisioned as an existing staff member who will provide oversight of the program as it is executed by various City departments, partners, or outside contractors. This position will ensure that the Sandy Springs Public Art Policy is being followed and will help coordinate applicable parties.

How will the Policies create a Successful Art in Public Places Program? The following policies are integral to the success of the Sandy Springs Art in Public Places Program. Each policy will direct a specific aspect of the Program to ensure that the City governs the Program in a way that fosters public trust and provides clear direction for artists, private developers, and donors when participating in the Program.

ART IN PUBLIC PLACES PROGRAM INTRODUCTION

This policy will establish the mission, vision, and guiding principles for the Program as well as overall definitions for the policy.

USE OF FUNDS POLICY

This policy will establish permitted and non-permitted uses of funds that are to be spent on public art.



*RIGHT:
Mountain
Landscape,
Hanna Jubran*

ACQUISITION POLICY

This policy will establish the practices for acquiring Artworks. The policy will create a thorough and transparent process for acquiring Artwork, and favor an open-ended selection process in order to ensure artistic excellence in the City's Art in Public Places Permanent Collection.

COLLECTION MANAGEMENT POLICY

This policy will establish the management practices of Artworks acquired by the City. These pieces are considered part of the City's Permanent Collection and must be cared for in accordance with the Policy and Procedure for Maintenance Policy and the Collection Management Policy. The Collection Management Policy is intended to maintain the value of the City's Permanent Collection.

DONATION POLICY

This policy will update the previously approved process and policy for all public art pieces donated to the City of Sandy Springs. Each proposed donation must come with a plan to fund and deliver ongoing maintenance, or the resolution accepting the public art must identify how maintenance of the donated public art will be funded. Donation requirements, responsibilities of the donating party, and the process for donating a piece of public art will be outlined in this policy. No changes are proposed for the existing Acceptance of Gifts in Parks and Open Spaces and Donor Recognition Policy.

MAINTENANCE POLICY

This policy will establish the procedure for maintenance of the future art collection as well as for pieces currently in the City's Permanent Collection. Direction for surveying the Collection, working with future artists to establish a maintenance plan for any commissioned work, and inspection guidelines are included.

MURAL GUIDELINES

These guidelines will establish the procedure for the procurement of City-owned murals on public property and city-funded murals on private property. The guidelines encourage but do not require private property owners to follow the guidelines.

DESIGNATION OF A PUBLIC ART COORDINATOR

The Public Art Coordinator will be responsible for developing an annual public work plan in partnership with Art Sandy Springs. The work plan should outline the upcoming fiscal year's projects, interpreting and reviewing proposed public art projects based on the criteria identified in the policies and procedures of the Program, and making recommendations to the Mayor and City Council. The plan should be complete by February 1 of each calendar year.

STRATEGY 2: COORDINATE WITH ART SANDY SPRINGS AND OTHER COMMUNITY GROUPS TO ASCERTAIN ADVICE ON PUBLIC ART.

The Public Art Coordinator will meet with Art Sandy Springs and other stakeholders in January of each calendar year for consultation and feedback on the annual work plan.

PAST PROGRAMMING ART SANDY SPRINGS COMPLETED OR IS CURRENTLY WORKING ON IN PARTNERSHIP WITH THE CITY OF SANDY SPRINGS:

- ArtSS in the Open and ArtSS for the City, which have collectively donated more than \$400,000 worth of art to the City
- ArtSS Walk annual sculpture competition and exhibition, which led to the City's purchase of four sculptures at the conclusion of its inaugural year
- City Springs Rotating Exhibition and Gallery Program
- The City Springs Collection of permanent art for the City's interior spaces, fulfilled through both City expenditures and donated art
- Chalk Walk, an annual community chalk art competition



RIGHT: Arts in the Open, Sandy Springs

SAMPLE BUDGETS FOR PUBLIC ART

COMMISSIONS

EXAMPLE LARGE-SCALE COMMISSIONED ARTWORK:

- Artwork Budget: \$420,000.00
- Selection Committee 9-12, including the Public Art Coordinator, Art Sandy Springs and the City Project Manager or designee. Outside Committee Members: 1-2
- Expenses related to the project and spent before selecting an artist:
- Digital platform for commission process: \$500 (Examples include: CodaWorx, CAFE, PublicArtist.org, Slideroom, etc.)
- Meeting expenses for jury/selection panel (if applicable): \$200
- Juror stipend: \$400 (note: this stipend would be for those who are in the field and are not residents of Sandy Springs. Examples include curators from the High Museum or from outside arts organizations)
- Potential travel expenses for jurors: \$1,200 (note: this is only applicable when the meetings are held in person, jurors are coming from outside the Atlanta region, and the project budget is such that an outside juror would provide input that would be valuable)
- Stipend for 3 finalists to develop site specific proposals: (\$4,200.00 per artist x 3= \$12,600.00) (stipends are generally 1% of the total project budget)
- Travel reimbursement for 3 finalists to present concept if needed: \$1,200 per artist x 3= \$3,600.00
- Total expenses related to pre work for a large scale commission: \$19,500.00
- Total project budget: \$439,500.00

EXAMPLE SMALL-SCALE EXISTING ARTWORK PURCHASE:

- Artwork Budget: \$10,000.00
- Jurors: 9-12, including the Public Art Coordinator, Art Sandy Springs and the City Project Manager or designee. Outside jurors: 0
- Expenses related to the project and spent before selecting an Artwork for purchase:
- Platform for selection process: \$500
- Meeting expenses for selection panel (if applicable): \$100
- Base for Sculpture: \$2,000.00
- Printing Costs: \$150
- Total expenses related to pre-work for a small scale existing Artwork purchase: \$2,750.00
- Total Project Budget: \$12,750.00

STRATEGY 3: ADOPT FUNDING MECHANISMS TO PROVIDE DEDICATED SUSTAINABLE FUNDING TO THE ART IN PUBLIC PLACES PROGRAM.

There are many options for funding a municipal Art in Public Places Program. Several factors were considered when determining the best funding mechanism for the City of Sandy Springs. Of the three, two funding mechanisms recommended below should be explored once the economy is sound, and both the City and private sectors are prepared to handle additional costs associated with development. Additional potential funding mechanisms should also be explored at that time to ensure the following recommendations are still the optimal choice.

FACTORS CONSIDERED WHEN DETERMINING SUITABLE FUNDING MECHANISMS:

- How adoption of selected funding mechanisms will impact other municipal expenditures;
- Specific legislation needed to adopt the funding mechanism; and
- How much funding each mechanism will generate over time.

RECOMMENDED FUNDING MECHANISMS FOR THE SANDY SPRINGS ART IN PUBLIC PLACES PROGRAM:

FOR IMMEDIATE ADOPTION:

HEIGHT INCENTIVE PROGRAM

The Sandy Springs Development Code should be modified to create a program that encourages the inclusion of public art in private development by giving height bonuses (Division 6.7. Height Bonus) for developers who place Artwork on their site. In order to achieve the height bonus, the project should include public art on the exterior of the building or on a publicly-accessible portion of the site at a cost of one (1) percent of the development cost as disclosed on the permit application. The height bonus should be proportional to the contribution of public art. The developer must submit a contract with the artist for the required amount to the City.

Should the developer prefer to pay a fee rather than commissioning Artwork for the development site, a fee equal to 80 percent of the one (1) percent requirement should be paid. This payment could be used for Artworks throughout the City. This fee has no cap.

VOLUNTARY ONE (1) PERCENT FOR PUBLIC ART IN PRIVATE DEVELOPMENT

Borrowing from the success of Suwanee, Georgia's Art in Public Places Program, The One (1) Percent Solution, developers will be strongly encouraged to undertake one of the following:

Option 1: Include public art on their site valued at approximately one (1) percent of total project cost, including construction and land. (This 1 percent of development cost is in the mid-range set by municipal governments across the nation.)

Option 2: Make a cash contribution of equal value (approximately 1 percent of total project cost) to the public art fund, which is administered by the City for acquisition or commission of Art on City-owned sites or for other art-related purposes.

FOR FUTURE CONSIDERATION: PERCENT FOR PUBLIC ART IN CITY CAPITAL IMPROVEMENT PROJECTS

Percent-for-Art legislation encumbers a percentage (usually .5 to 2) of CIP (publicly-funded capital improvement projects) per year for the commissioning of public Artworks, which will usually be sited in, on, or adjacent to the building or project being constructed. Percent-for-Art ordinances guarantee a funding stream for public art projects regardless of what happens to city budgets or arts funding. The policy also guarantees that public art projects are planned each year, as long as CIPs are underway and municipal construction continues.

All capital construction projects qualify except the following: regular road maintenance, underground infrastructure, and underground utility projects with no above-ground components other than roads. Projects with underground infrastructure, including utility projects, should be included when there are visual elements of the project above ground. The total budget of the project should include all underground components.

Types of potential
Capital Improvement
Projects to Include
Public Art:
Roads
Streetscape Projects
Fire and Police
Stations
Parks
City Facilities

PERCENT FOR ART FUNDING ILLUSTRATION

FISCAL YEAR	CAPITAL PROJECT FUND	1 PERCENT FOR PUBLIC ART
2015	\$29,428,429.00	\$294,284.29
2016	\$29,904,824.00	\$299,048.24
2017	\$15,723,455.00	\$157,234.55
2018	\$15,747,490.00	\$157,474.90
2019	\$15,695,325.00	\$156,953.25
2020	\$19,425,000.00	\$194,250.00

Note: the following chart is presented for illustration purposes only and does not evaluate the total budget on a project by project basis to determine what would qualify using the parameters above.

PERCENT FOR ART IN PRIVATE DEVELOPMENT

The public art requirement applies to all private non-residential development projects and all residential development projects with more than 10 units, including new construction, or the renovation or improvement of an existing building where 50 percent or more of a building is being modified, renovated, expanded, rebuilt or improved by construction. The public art requirement for any single project cannot exceed \$100,000.

Option 1: On-site Artwork.

A. Submit documentation evidencing the escrow of funds for a work of Art valued in an amount not less than one (1) percent of the total construction costs.

B. Submit an application for approval of the work of Art.

Option 2: Contribute to the Art in Public Places Fund.

A. Contribute an amount equal to 80 percent of the one (1) percent of the total construction costs for deposit to the Art in Public Places Fund.

Option 3: On-site Artwork and Contribute to Fund

A. Submit documentation evidencing the escrow of funds for a work of art valued in an amount not less than one (1) percent of the total construction costs, up to \$100,000.00.

B. Contribute 80 percent of the balance of the one (1) percent of the total construction costs for deposit in the Art in Public Places Fund.

Location of Artwork if Option 1 or 3 is selected:

Artwork must be located in an exterior place defined as any place, public or private, outdoor and exterior to buildings or structures and exposed to public view, including, but not limited to, buildings, and green spaces.

ADDITIONAL FUNDING MECHANISMS TO EXPLORE:

- Designation of Community Improvement Districts throughout the City, requiring new developments or redevelopments within the boundaries to include public art.
- Designation of Community Improvement Districts throughout the City, utilizing a service fee to fund the Art in Public Places Program.
- Designation of a Tax Allocation District requiring any developer receiving public funding to give back a small percentage of their public incentive to fund the Art in Public Places Program.
- Establish an admissions fee for performances at the Sandy Springs Arts Center that would directly fund the Art in Public Places Program.
- Develop a program to require an Art in Public Places fee for new homes over an established price point.

STRATEGY 4: CONTINUE THE ARTSS WALK ANNUAL SCULPTURE COMPETITION WITH PLACEMENT OF PURCHASED ART DEDICATED TO EXISTING PARKS AND OPEN SPACES OR UNDERUTILIZED PIECES OF RIGHT-OF-WAY.

Beginning in 2018, in partnership with Art Sandy Springs, the City launched the annual ArtSS Walk at City Springs, a public outdoor sculpture competition. Local, regional, and national artists are invited to make submissions for possible inclusion in an outdoor exhibit featuring nine sculptures surrounding the City Green at City Springs. This outdoor gallery is an annual temporary exhibit with new installations placed each year. The City is committed to purchasing one or more pieces from each competition to be permanently placed in public locations around Sandy Springs.

ArtSS Walk is a wildly successful program that should be continued as long as there are locations in which to place the purchased pieces. Pieces should be placed in existing parks and other underutilized pieces of infrastructure.

The following locations are listed as examples, but are not listed in order of priority. Further prioritization along with exact locations, general scale, and if appropriate, themes, should occur before placement begins.

OPPORTUNITIES FOR PLACEMENT

WINDSOR MEADOWS PARK

- Along or near the bridge over the creek south of Windsor Parkway
- East of the parking lot in the small area bordered by Windsor Parkway and the pathway

GRACE PARK

- In the clearing at the corner of East Conway Drive and Mount Paran Road, NW

RIDGEVIEW PARK

- At the entry at South Trimble Road and Green Pine Drive

ALLEN ROAD PARK

- At the entry on the corner of Allen Road and Lake Forrest Drive
- Along the creek

HAMMOND PARK

- Along the pathway
- In the parking island in the parking lot
- At the connection of the park and the glades
- In front of the Shelter House

HERITAGE SANDY SPRINGS

- South side of park near the creek
- In front of the Williams- Payne House
- At entryway

MARSH CREEK RAIN GARDEN PARK

- Along the pathway

ABERNATHY PARK AND ABERNATHY GREENWAY SOUTH

- In the parking lot for Abernathy Arts Center
- Along the southside of the Greenway

SANDY SPRINGS TENNIS CENTER

- Along the asphalt path on the north side of the park

ED MOREY MEMORIAL PARK

LOST CORNER PRESERVE

- At the entry into the park

OVERLOOK PARK

- On north side of the open area along the Chattahoochee River

CROOKED CREEK PARK

- At entryway

OTHER UNDERUTILIZED PIECES OF RIGHT-OF-WAY (IF APPROPRIATE):

- Traffic Islands
- Street Medians

GUIDANCE FOR PLACEMENT OF ARTWORK IN ANY RIGHT-OF-WAY MUST BE REVIEWED BY PUBLIC WORKS. THE FOLLOWING CONSIDERATIONS SHOULD BE MADE WHEN CONSIDERING LOCATIONS FOR PLACEMENT:

- Art in traffic islands and medians must not block adequate stopping sight distance and intersection sight distance.
- Any vegetation around Artwork should be low growing, no more than 6 inches to 2 feet maximum at maturity.
- If Artwork is placed in a central island, pedestrians should, for safety reasons, not be encouraged to interact with the Artwork.

CONSIDERATIONS FOR PLACEMENT

STRATEGY 5: INVEST IN ICONIC PUBLIC ART THROUGHOUT SANDY SPRINGS IN EXISTING PUBLIC SPACES.

In addition to the annual ArtSS Walk purchases, which are necessarily constrained in size to fit the annual exhibit criteria, an investment in large-scale commissioned Artwork is an essential step to becoming the premiere arts destination of the north metro Atlanta region. These investments are also key in creating memorable experiences that demonstrate the City's commitment to excellence in urban design. Locations vary in type, but all are prominent locations throughout Sandy Springs. Commissioning of iconic pieces in public spaces will draw people to them. The mix of iconic, large-scale sculpture and more intimate small-scale work will create a varying landscape and provide differing points of interest for those experiencing the collection.

OPPORTUNITIES FOR PLACEMENT

EAGLE PARK

- In the clearing at the corner of Dupree Drive and Mount Vernon Highway, NW

AT I- 285 AT LAKE FORREST DRIVE

- On the walls of the underpass on Lake Forrest Drive
- On the wall adjacent to I-285 on the southern border of Allen Road Park

IN THE ISLAND AT ABERNATHY ROAD, JOHNSON FERRY ROAD, NW, AND BURDETT DRIVE

IN THE TRIANGLE LOT ACROSS FROM CITY SPRINGS

- currently in planning as a gateway and Veteran's Memorial

AT CITY SPRINGS

- in areas other than City Green, which is reserved for the annual ArtSS Walk

ON BRIDGES

- Specifically on bridges that cross highways and present a horizontal surface to vehicular traffic.

ON RETAINING WALLS

- Specifically on commercial properties that sit above grade on arterial roads

STRATEGY 6: COMMISSION SITE-SPECIFIC WORK IN NEW PUBLIC SPACES AND IN NEW TRANSPORTATION PROJECTS.

To have an impactful and notable program, large-scale pieces must be commissioned in new public spaces. This strategy will continue to solidify Sandy Springs' reputation as a City that cares about public art and creativity as a major element of high quality of life.

Artwork should be designed concurrent with new parks and transportation projects, not become an afterthought. Art Sandy Springs should be part of the design process to assist and advise the city on such issues as creative or thematic criteria, location, setting and infrastructure needs for the art pieces. In addition to Art Sandy Springs' involvement, public artists could also be part of the design process for these projects to assist with and elevate the design and inspire new ways of thinking.

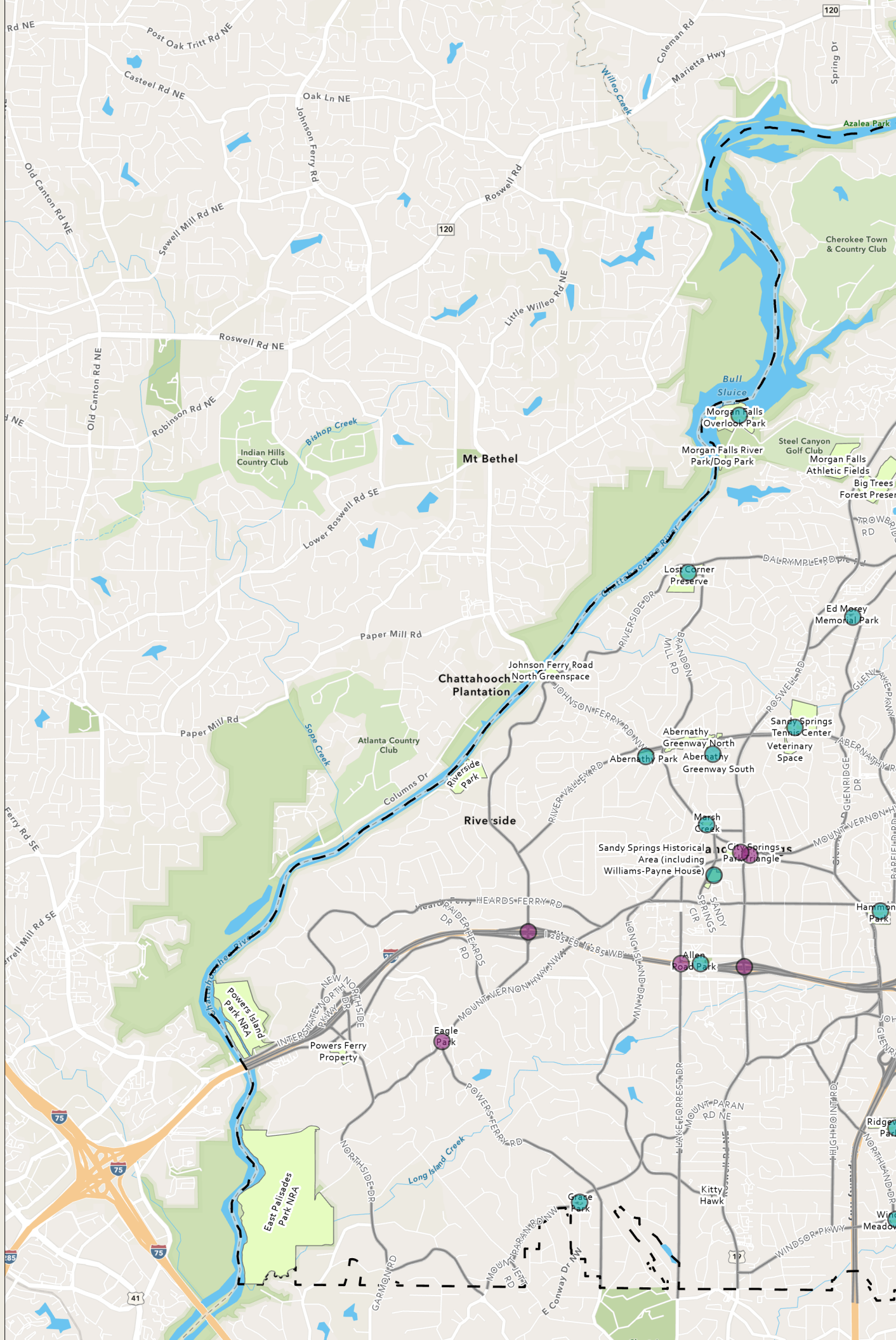
PROJECTS IN WHICH ARTISTS CAN IMPACT CITY PROJECT DESIGN

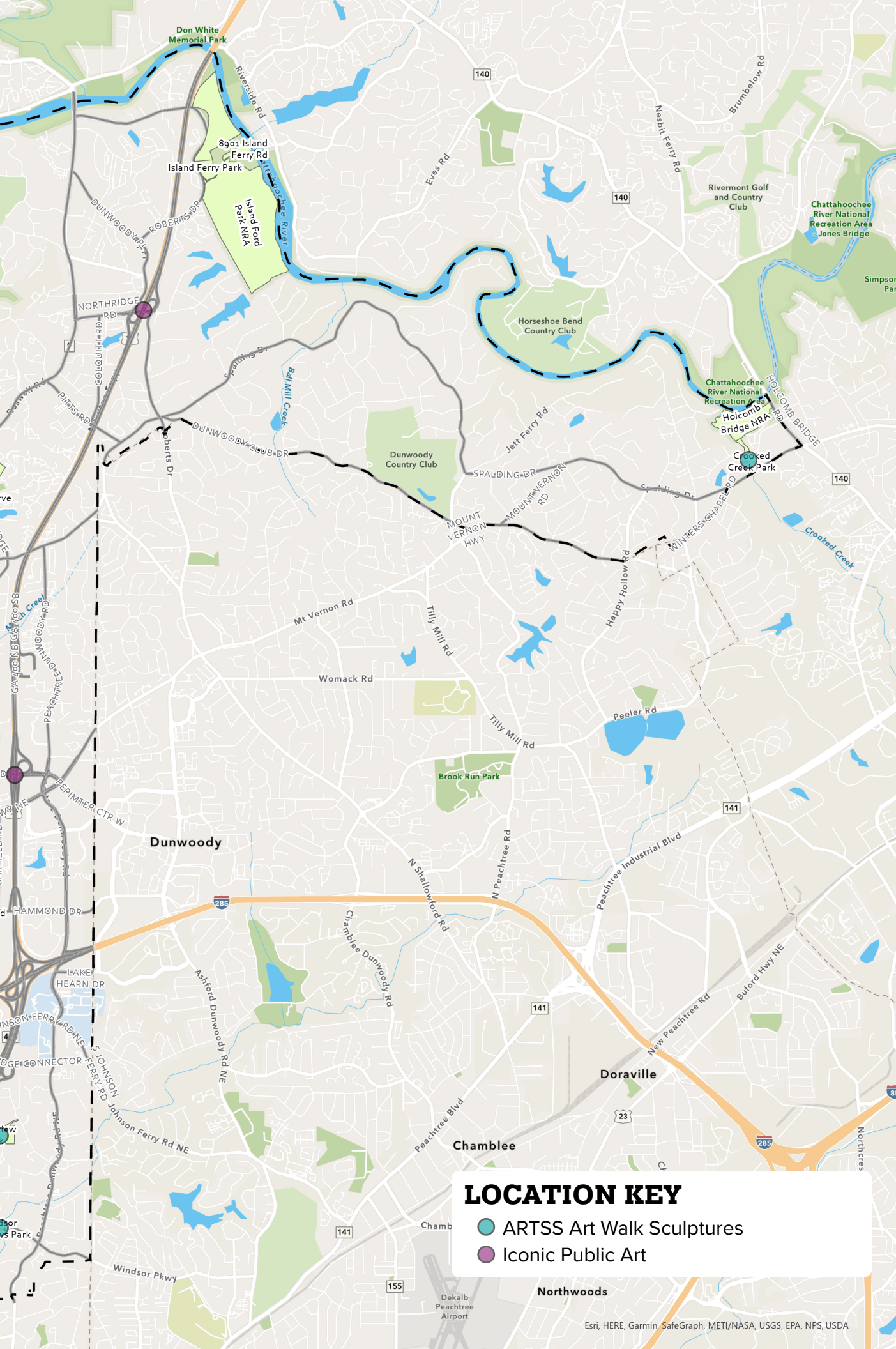
- Playgrounds
- Seating elements
- Pavilions
- Streetscape medians
- Bridges
- Plazas
- City buildings (fire stations, recreation centers etc.)
- Trails
- Park design
- Sidewalk and intersection improvements
- Crosswalks

CURRENT TRANSPORTATION PROJECTS IDEAL FOR PUBLIC ART INCLUSION*:

- Current Transportation Projects Ideal for Public Art Inclusion*:
- PATH400 Extension (TS201)
- Johnson Ferry Road Improvements (TS191)
- I-285/SR 400 Interchange Trail (T0057)
- Hammond Drive Widening (TS193)
- Mt. Vernon Hwy Multimodal Improvement (TS192)
- Perimeter Commuter Trails - Peachtree Dunwoody Road (TS131)
- Interstate North Parkway - City limit to Northside Drive Sidewalks (TS170)
- Mt. Vernon Highway Trail (T0062-2)

**These projects have already been budgeted for and designed, and likely will not have a public art installation, but will provide examples of good project candidates for art inclusion examples for future projects.*





LOCATION KEY

- ARTSS Art Walk Sculptures
- Iconic Public Art

STRATEGY 7: CONTINUE TO BUILD THE CITY SPRINGS PERMANENT COLLECTION AS STATED IN THE MASTER PLAN ADOPTED IN 2018.

In 2018, Sandy Springs secured proposals to develop a master plan for placing Artwork within the buildings at City Springs. The plan provides strategic locations and direction on types of art for key placement. In 2019, the City of Sandy Springs entered into a consulting agreement with Art Sandy Springs to facilitate the procurement of the City Springs Permanent Collection which is independent of the Art in Public Places Collection.

By implementing the recommendations in the City Springs Facilities Art Master Plan, residents and visitors to City Springs will continue to associate the City Springs complex with the arts and their arts-involved citizens. For viewers who are unable to visit City Springs, it is essential that all purchased pieces be featured in an online gallery with information about the artists for public consumption.

STRATEGY 8: INTEGRATE ARTISTS INTO THE EVERYDAY WORKFLOW OF THE CITY AND DELIVER INNOVATIVE, ARTIST-DRIVEN PLACEMAKING PROJECTS TO THE COMMUNITY THROUGH AN ARTIST IN RESIDENCE PROGRAM.

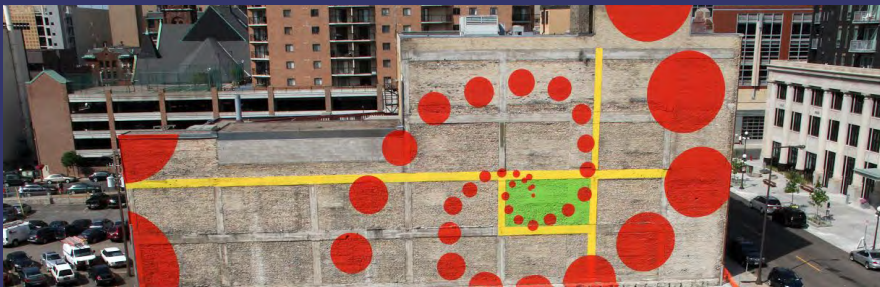
Incorporating artists into the system of governance will allow City staff to think differently about their work, transforming the way the City shapes itself and responds to the needs of its residents. Developing a program that seeks the collaboration of an artist with City staff for a set amount of time will place creative vision at the beginning of the City's process.

An artist should be contracted by the City on a part-time basis for one year. The contracted artist and City staff will determine what project(s) should be collaborated on and the desired outcomes. Small-scale projects will be explored with City staff, and if the test project results are positive, the artist will develop a proposal for a large-scale project. It is recommended that the contracted artist be given a placemaking budget to engage the broader community.

STRATEGY 9: PARTNER WITH MARTA TO INTEGRATE PUBLIC ART INTO MARTA STATIONS AND STOPS THROUGHOUT SANDY SPRINGS.

Incorporating public art into transportation infrastructure enhances resident and visitor perception and understanding of Sandy Springs. Opportunities include future elements for Bus Rapid Transit lines, station and waiting area amenities, and new wayfinding opportunities. Opportunities vary in scale based on the MARTA stop type. Artists of all types could be integrated into these installations as the possibilities for art interventions are endless.

RIGHT: Minneapolis Artist in Residence Program



LEFT: Minneapolis Artist in Residence Program, Mural



ABOVE: Pedestrian Bridge, Seattle, WA

STRATEGY 10: ENSURE GEOGRAPHIC AND ARTISTIC DIVERSITY BY CHARACTER AREAS AS OUTLINED IN THE NEXT TEN.

The Next Ten contains the Character Area Map, which serves as the future land use map for the City of Sandy Springs. It identifies specific areas that have special or unique characteristics, based on either existing conditions or the vision for the future, and which collectively give Sandy Springs its distinctive character. These areas may already have a unique character, or they may have the potential to evolve into an area with a unique character based on future decisions regarding preservation, enhancement, and/or transformation. Though development plays a major role in maintaining or creating these character areas, public spaces can also play a major role in defining a character area. Integration of public art in all of these character areas will ensure geographic diversity and artwork diversity throughout the City.

The following scale and artwork characteristics should be considered when placing artwork in each character area. The prioritization of each character area should be reevaluated every three years to understand development patterns and planned investment.

STRATEGIC PUBLIC ART INVESTMENT BY CHARACTER AREA

COMMUNITY CHARACTER AREA	SCALE OF ARTWORK	CHARACTERISTICS OF ARTWORK	SPECIAL CONSIDERATIONS	PRIORITY
1: Protected Neighborhood	If appropriate, Small pedestrian scale	Muted in color, created to blend in	The audience for this artwork will be residents of the neighborhood. Therefore, the work should be discoverable only by pedestrians and should accentuate existing neighborhood character.	Low
2: Urban Neighborhood	Varying	A mix of work in both 3D and 2D to create exploration opportunities for pedestrians	The audience for this artwork will primarily be residents of the neighborhood and should be discoverable by pedestrians with some large pieces in shared greenspaces.	Medium
3: Mixed Use	Varying	A mix of work in both 3D and 2D to create exploration opportunities for pedestrians	The audience for this artwork will be residents and visitors to the commercial areas. Therefore the scales should vary as well as the subject matter. Artwork could be integrated into patio fencing, in treelawns, greenspaces, or parking lots.	Medium
4: Commercial / Mixed Use	Small pedestrian scale	A mix of work in both 3D and 2D to create exploration opportunities for pedestrians	Artwork could create connections on the network of pedestrian friendly and well-designed streetscapes.	Medium

5: Neighborhood Village	Small pedestrian Scale	Created to blend in and to be stumbled upon	Characterized by human scale development, artwork should be small and integrated into landscaped medians and other right of way.	Medium
6: Perimeter Center	Large	Vibrant, created to stand out and contribute to the live-work vision for the district	As a major employment center, work should be large scale to match the large scale of the office buildings. Locations for artwork should be creative and possibly integrated into architecture. Streetscape projects should consider public art as a key component.	High
7: Medical Center	Large	Vibrant, whimsical, created to stand out, support healing	Locations could include connections to Path 400 and other greenspaces, as well as private installations on medical and hospital campuses	High
8: City Springs	Varying	Vibrant, intended for diverse audiences, covering a wide range of subject matter	Created to be seen both by pedestrians and visitors to the area	High
9: MARTA Transit Oriented Development	Large	Vibrant, created to stand out, integrated into infrastructure	Artwork should be suited for high density neighborhoods and many transit users who pass through each station. Artwork should contribute to the goal of improving pedestrian and bicycle accessibility to MARTA.	Medium
10: Powers Ferry Village	Varying	Vibrant, created to stand out in new public spaces and integrated into streetscape	Improved streetscapes are meant to enhance pedestrian and bicycle connections from surrounding neighborhoods and the artwork should be an opportunity to encourage users of the new linkages.	Medium
11: Powers Ferry	Small pedestrian scale	Vibrant and whimsical drawing attention to the natural amenities of Power's Island National Recreation Area and Cochran Shoals.	Community created artwork could be of great interest in this area given the existing civic uses.	Low
12: Parks / Conservation Areas	Varying	In more natural spaces artwork could blend into the environment. In programmed areas, artwork could stand in contrast.	Consider opportunities for environmental education or parks programming. Playable artwork is encouraged in programmed areas.	Medium
13: Ecological Corridors	No artwork Recommended	N/A	N/A	N/A

04: PROJECTS TO INSPIRE THE FUTURE OF THE ART IN PUBLIC PLACES PROGRAM

The following projects are meant to showcase the endless possibilities for public art that the program could yield. The projects described on the following pages are not bound for implementation upon adoption of this plan but are merely meant to provide inspiration for the type of program Sandy Springs is capable of becoming.



*ABOVE: I see what you mean,
Lawrence Argent, Denver, CO*

*RIGHT: Johnny Cash Trail,
Folsom, CA*



ABOVE: Johnny Cash Trail, Folsom, CA



*LEFT: The High Trestle
Bridge, Woodward, IA*

INSPIRATIONAL PROJECT 1 | PUBLIC ART CORRIDORS



ABOVE: Marietta multi-use trail, Marietta, GA

Public art along paths, roadways, or trails (“Public Art Corridor”) provide opportunities for meaningful representation of community values. Users are able to explore sculpture at their own leisure. Destination sites within the corridor should generate excitement, interest, draw visitors to the site, and keep local residents engaged with ownership, upkeep, and maintenance.

There are many locations in which a Public Art Corridor could be developed in Sandy Springs, as there are many existing and planned trails and pathways and planned roadway modifications that could benefit from this type of investment. Depending on the site, the scale and subject matter of the Art would vary.

LOCATION OPPORTUNITIES FOR PEDESTRIAN-SCALE INVESTMENTS:

- Marsh Creek
- Big Trees Preserve
- Abernathy Greenway Southside Trail

LOCATION OPPORTUNITIES FOR VEHICULAR-SCALE INVESTMENTS:

- Mount Vernon Highway
- Hammond Drive

NATIONAL PUBLIC ART TRAIL EXAMPLES:

- Indianapolis Cultural Trail | Indianapolis, Indiana
- Johnny Cash Trail | Folsom, California

INSPIRATIONAL PROJECT 2 | SCULPTURE GARDEN



ABOVE: The Virginia B. Fairbanks Art & Nature Park, Indianapolis, IN

BELOW: Minneapolis Sculpture Garden

Compact and well-designed areas that feature multiple sculptures provide high-quality public spaces for residents and visitors to enjoy. Many sculpture gardens are themed, and many provide multiple subject matters. Scale of the Artwork can be small or large. Paths to access the sculpture in the garden should be ADA accessible, well lit, and open during normal park hours.

LOCATION OPPORTUNITIES:

- Marsh Creek Rain Garden
- North Walking Trail of the Tennis Center
- The northwest corner of Abernathy and Wright Roads

NATIONAL EXAMPLES:

- Walker Sculpture Garden | Minneapolis, Minnesota
- The Virginia B. Fairbanks Art & Nature Park | Indianapolis, Indiana
- Pizzuti Collection Sculpture Garden | Columbus, Ohio





LEFT: The Meeting House, Mark Reigelman, Boston, MA

INSPIRATIONAL PROJECT 3 | ICONIC PUBLIC ART PROJECTS



ABOVE: *The Manchester Lamps, Manchester, England*

BELOW: *Contemporary Balloon Dog, NYC*

Iconic public art projects are what many people think of when asked about public art. When commissioning pieces, it is important to consider the placement of the Art, the site, and the message the City wants to send with the Artwork. Often, iconic public art becomes synonymous with the brand of the place.

LOCATION OPPORTUNITIES:

- Eagle Park (In the clearing at the corner of Dupree Drive and Mount Vernon Highway, NW)
- At I-285 at Lake Forrest Drive (On the walls of the underpass on Lake Forrest Drive, Wall adjacent to I-285 on the southern border of Allen Road Park)
- In the island at Abernathy Road, Johnson Ferry Road, NW, and Burdett Drive

GATEWAY LOCATIONS:

- Roswell Road and the Chattahoochee River
- Northridge at GA 400

NATIONAL EXAMPLES:

- Cloudgate, Chicago, Illinois
- The Meeting House, Boston, Massachusetts



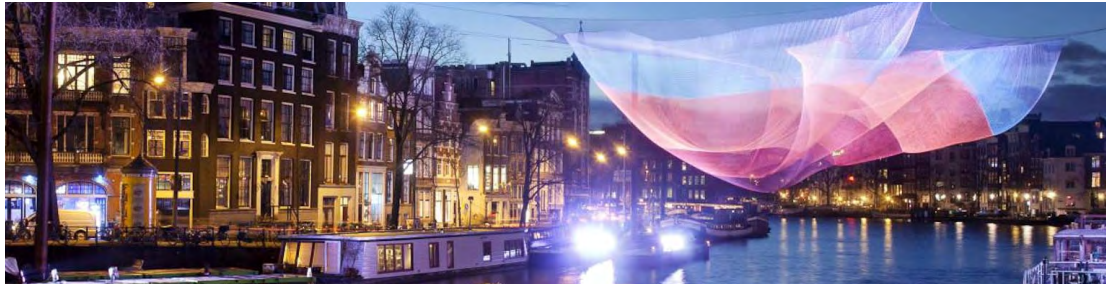
RIGHT: Council Bluffs Gateway, Council Bluffs, IA



RIGHT: MLK Gateway, Portland, OR



ABOVE: 1.26, Janet Echelman, Amsterdam, Netherlands



ABOVE: Gold Coast Lights, Brisbane, Australia



ABOVE: Image <<JOSH: Minneapolis Artist in Residence Program>>

INSPIRATIONAL PROJECT 4 | STREETSCAPE DESIGN WITH PUBLIC ART

Public art is an important component of many street improvements throughout the country. On a large scale, public art has the ability to unify a corridor or a district with a theme, or identify city gateways. Investments in public art at the street level also provide visual interest for pedestrians.

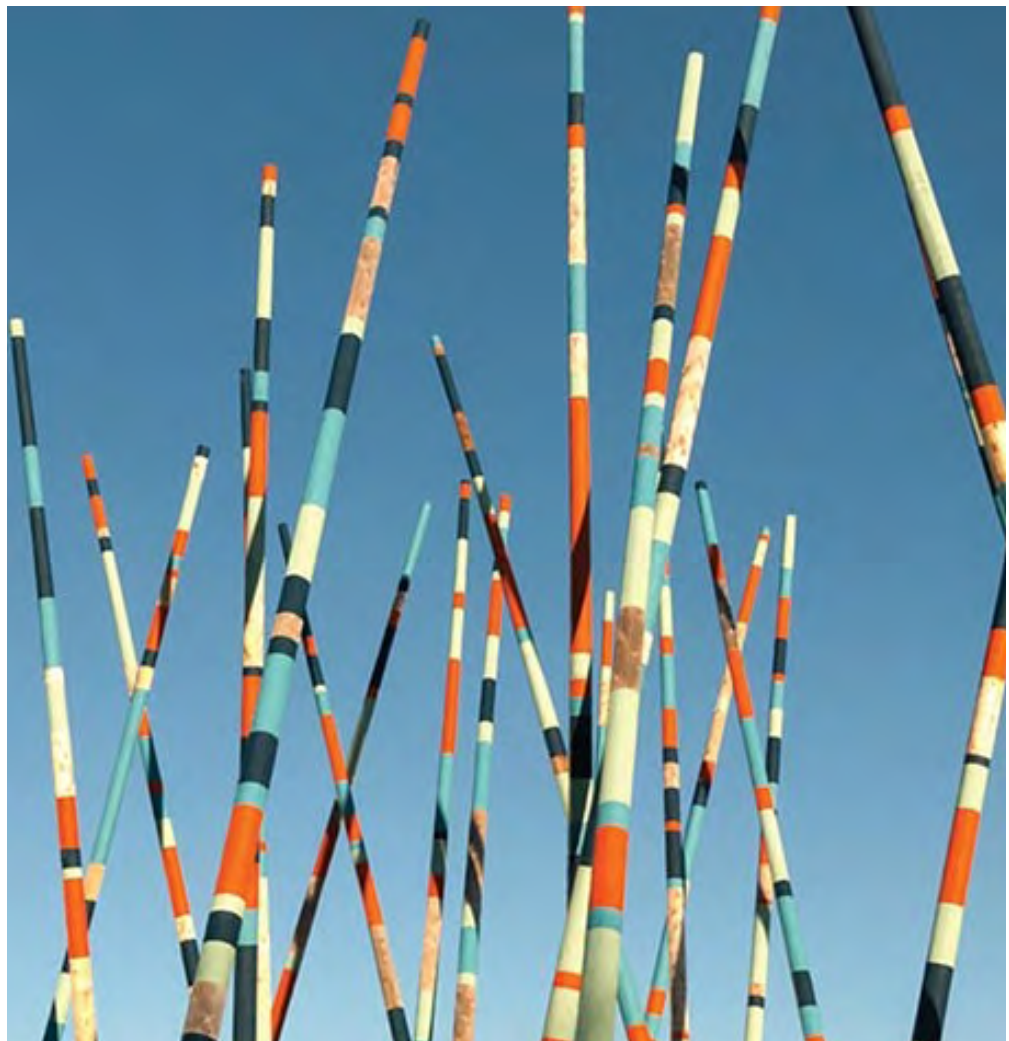
LOCATION OPPORTUNITIES:

- Any transportation project
- Any medians where vehicular viewsheds will not be disrupted

NATIONAL EXAMPLES:

- San Francisco Street Furniture Program
- STIX, Nashville, Tennessee

RIGHT: STIX, Christian Moeller, Nashville, TN





LEFT: Artistic Bike Rack Program, Pittsburgh, PA

RIGHT: Artistic Bike Rack Program, Pittsburgh, PA



*RIGHT: Double Take,
Patrick Dougherty, Palo
Alto, CA*



ABOVE: Ride Horse, Grand Rapids, MI

INSPIRATIONAL PROJECT 5 | ENVIRONMENTALLY-BASED PUBLIC ART IN NATURAL SETTINGS



ABOVE: Loons with Chicks, Portland, OR

Environmental Art shows how a community can be deeply connected to the natural world and visually represents our human relationship with the environment. Environmental Art works in harmony with natural resources and does not seek to disrupt it. This means environmental artists are deeply focused on nature and the wellbeing of our natural spaces and design installations that heal, solve problems, draw attention to environmental concerns, and leverage natural resources.

LOCATION OPPORTUNITIES FOR PEDESTRIAN-SCALE INVESTMENTS:

- Overlook Park
- Marsh Creek
- Big Trees Forest Preserve
- Lost Corner
- Future stormwater green infrastructure projects

NATIONAL PUBLIC ART TRAIL EXAMPLES:

- Willow Sculpture, Palo Alto, California
- Inn at Honey Run, Open Air Museum, Millersburg, Ohio

BELOW: In at Honey Run, Open Air Museum, Millersburg, Ohio





05: PRIORITY ACTION PLAN

The following strategies are derived from national best practices in cultural planning. Strategies are broken into short-, medium-, and long-term tiers. Collectively, the plan for action is ambitious and will require public funding and strong leadership.

SHORT TERM GOALS AND STRATEGIES (1-3 YEARS | FY 2021-2023)

1. Adopt the Art in Public Places policy found in the Appendix. (Mayor and City Council)
2. Implement Voluntary Percent for Arts Program (City Departments)
3. Propose amendment to the Development Code to add public art as an eligible item for height incentives (City Departments)
4. Evaluate proposed private and public percent for art policies, as well as additional methods for funding the Art in Public Places Program at the beginning of every fiscal year. A list of funding mechanisms are presented on p. 26. (Mayor and City Council)
5. Audit current and ongoing City projects to determine if public Artwork may be integrated when funding is available. (City Departments)
6. Complete an inventory of all public art pieces in the Sandy Springs Art in Public Places Collection. (City Departments) Details should include:
 - Type of Artwork;
 - Specific location;
 - Materials used;
 - Artist name and information; and
 - Current and projected maintenance needs.
7. Continue the Annual ArtSS Walk and ArtSS for the City programs through Art Sandy Springs.

8. Assess and catalog, in order of priority, proposed park sites for annual ArtSS Walk purchases and gifts of art arranged by Art Sandy Springs. (Art Sandy Springs) Information to be collected for each site should include:
 - Site location;
 - Physical attributes;
 - Potential constraints of the site;
 - Photos of potential sites;
 - Future plans for park (if applicable). Prioritize locations for iconic public art placement listed on p. _____. (City Departments, Art Sandy Springs)
9. Evaluate which capital projects qualify for an investment in public art and which year the capital project will begin design. (City Departments) Each evaluation should include:
 - Type of project;
 - Project details;
 - Anticipated funding amount;
 - General opportunities for Artwork; and
 - Special considerations.
10. Continue implementation of the plan for the City Springs Permanent Collection. (Art Sandy Springs)
11. Continue implementation of “ArtSS for the City” program of soliciting and guiding gifts of art for placement in City parks and open spaces, and as a key method of fulfilling the City Springs Collection.
12. Create an annual work plan due annually on February 1. (City Departments, Art Sandy Springs.)
13. Develop an interactive online map for City-owned public Artworks that is housed on the City of Sandy Springs website and the Visit Sandy Springs Website. This catalog should include City Springs’ permanent Artwork. (City Departments)

MEDIUM TERM GOALS AND STRATEGIES

(4-6 YEARS | FY 2024- 2027)

1. If a funding mechanism(s) was adopted before Fiscal Year 2024, evaluate the effectiveness of the funding stream and determine if additional policy changes should be made to accommodate economic conditions. (Mayor and City Council)
2. Coordinate conservation and maintenance plans for all permanent pieces within the City's collection with the proper City departments. Specific roles and responsibilities for each department, as well as unique treatments of each Artwork should be addressed. Tasks, deadlines, necessary tools, parts, inventory, frequency of maintenance, and costs should be recorded and integrated into each department's general maintenance plans. (City Departments)
3. Utilize Art in Public Places funds to leverage matching monies for grant opportunities from local, state, and national organizations. Target grants for strategic placemaking endeavors or programmatic actions such as: (City Departments)
 - Programming that supports cultural diversity in the arts;
 - Programs for reaching undeserved communities;
 - Projects that integrate arts and culture into community revitalization work such as land-use, transportation, economic development, education, housing, infrastructure, and public safety strategies;
 - Projects that utilize the arts to support the creative needs of non-arts sectors;
 - Projects that explore the intersection of artistic creativity and creativity in non-arts sectors;
 - Educational opportunities for public artists;
 - Projects that use the arts and the creative process to address complex issues such as climate change; and
 - Programming that celebrates the heritage or history of Sandy Springs.

LONG TERM GOALS AND STRATEGIES

(6+ YEARS | FY 2028 - 2032)

1. Evaluate the success and needs for the annual ArtSS Walk to determine the future of the program. (Art Sandy Springs and City Departments)



SANDY SPRINGS™
GEORGIA

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION ADOPTING THE 2020 SANDY SPRINGS ART IN PUBLIC
PLACES MASTER PLAN**

WHEREAS, the City of Sandy Springs (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing public services to its residents; and

WHEREAS, the Next Ten Comprehensive Plan identifies Quality of Life and Quality of Place as one of the Ten Goals for the Next Ten; and

WHEREAS, the Next Ten Comprehensive Plan Policy LU-D2 recommends partnering with Art Sandy Springs to create a public art plan for the City, integrating permanent or rotating public art into the design of streetscapes and other public spaces, and pursuing opportunities for creative placemaking; and

WHEREAS, the City partnered with Art Sandy Springs to create an Art in Public Places Master Plan (“Master Plan”); and

WHEREAS, in furtherance of the Master Plan and pursuant to competitive procurement, Designing Local Ltd. (“Designing Local”) was selected to conduct a community wide arts assessment and to develop a master plan for art in public places; and

WHEREAS, pursuant to contract with the City dated October 15, 2019, Designing Local prepared a draft Master Plan and Implementation Strategy; and

WHEREAS, the Master Plan, if approved, will serve as a blue print to guide future public art programs and projects; and

WHEREAS, City Council desires to adopt the Master Plan as finalized and as attached to this resolution.

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

1. The City Council hereby adopts the Master Plan as attached to this resolution.
2. The City Council authorizes the City Manager and staff to proceed with the necessary steps subsequent to the adoption of the Master Plan with the goal of implementing the Master Plan as attached to this resolution.
3. The City Council authorizes the City Manager to make such minor changes to the Master Plan as may be necessary to effectuate the intent of this resolution, subject to approval of the City Attorney.
4. The City Council authorizes the City Manager to execute any documents and to take any other steps which may be necessary to effectuate the intent of this resolution.

RESOLVED this the 6th day of October, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk

(Seal)

ATTACHMENT

MASTER PLAN



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Michael Perry, Director of Recreation and Parks

DATE: September 9, 2020 Submission for the October 6, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of the First Amendment to Agreement for Services for Hammond Gymnastics Center Operations

Recommendation:

Staff recommends approval of the first contract amendment with Phoenix Gymnastics for the operations of the Hammond Park Gymnastics center.

Background:

On August 5, 2019 the City finalized an Agreement with Phoenix Gymnastics to provide operations for the Hammond Park Gymnastics facility and associated programming. On March 17, 2020 the City declared a state of emergency within the City affecting the safety, health and well-being of the citizens due to the outbreak of COVID-19. Subsequent to this declaration, the operations of the Hammond Park Gymnastics program were closed until July when the program reopened on a part-time basis.

Discussion:

The pandemic has significantly impacted Phoenix's ability to provide indoor services at the Center and has therefore prohibited Phoenix from generating sufficient income to provide for fees to be paid to the City for use of the Center under their Agreement. The extraordinary circumstances caused by the Pandemic have created the need to revise the original Exhibit A – Scope of Services of the Agreement to insert a revised Exhibit A – Scope of Services.

Financial Impact:

The amended Exhibit would modify the fee schedule for FY21 and FY22 to move from a flat annual payment of \$90,000 to a payment of 25% of gross revenues, up to \$90,000 annually.

Alternatives:

Make no changes to the contract, which could have negative impacts on the program provider's ability to comply with the agreement.

Attachments:

1. Hammond Gymnastics First Amendment Resolution

2. Hammond Gymnastics First Amendment

STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO APPROVE FIRST AMENDMENT TO AGREEMENT FOR
SERVICES OF HAMMOND GYMNASTICS CENTER OPERATION SERVICES
BETWEEN PHOENIX GYMNASTICS AND CITY OF SANDY SPRINGS**

WHEREAS, the City of Sandy Springs (the “City”) duly entered into that certain Agreement for Services with Phoenix Gymnastics, LLC (“Phoenix”), dated August 5, 2019 (“Agreement”), for certain gymnastics management services (“Services”) for the City by Phoenix at its Hammond Gymnastics Center (“Center”); and

WHEREAS, the Agreement provides for a term of five (5) years, with one (1) base year and four (4) one-year renewal options; and

WHEREAS, on March 17, 2020, subsequent to the execution of the Agreement, the City declared a state of emergency within the City affecting the safety, health, and well-being of the citizens due to the outbreak of the novel coronavirus known as COVID-19 (“Pandemic”); and

WHEREAS, the Pandemic has significantly impacted Phoenix’s ability to provide indoor services at the Center and therefore prohibiting Phoenix from generating sufficient income to provide for fees to be paid to the City (“Fees”) for use of the Center under the Agreement; and

WHEREAS, the extraordinary circumstances caused by the Pandemic have created the need to revise certain provisions of the Agreement relating to Services and Fees on a temporary basis; and

WHEREAS, the City and Phoenix desire to amend the terms of the Agreement by deleting the original Exhibit A - Scope of Services of the Agreement and inserting a new Exhibit A - Scope of Services in lieu thereof, upon the terms set forth in a proposed amendment to the Agreement entitled “First Amendment to Agreement for Services - Hammond Gymnastics Center Operation” (“First Amendment”), a copy of which is attached hereto;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sandy Springs, Georgia, while in regular session on _____, 2020, at 6:00 p.m., as follows:

1. The attached First Amendment is hereby approved; and
2. The City Manager is hereby authorized to execute the First Amendment; and
3. The City Manager and the City Attorney are hereby authorized to make such minor revisions to the First Amendment as may be deemed reasonable, necessary, and in the best interest of the City prior to execution by the City Manager; and
4. The City Manager and the City Attorney are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this _____ day of _____, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



**FIRST AMENDMENT TO AGREEMENT FOR SERVICES
HAMMOND GYMNASTICS CENTER OPERATION SERVICES**

THIS FIRST AMENDMENT ("First Amendment") to that certain Agreement for Services, Hammond Gymnastics Center Operation Services ("Agreement") is made and entered into as of July 1, 2020, by and between the CITY OF SANDY SPRINGS ("Sandy Springs"), and PHOENIX GYMNASTICS, LLC ("Contractor").

RECITALS

WHEREAS, Sandy Springs and Contractor entered into the Agreement on August 5, 2019; and

WHEREAS, the Agreement obligates Contractor to provide certain gymnastics management services ("Services") for Sandy Springs utilizing the Hammond Gymnastics Center ("Center") and to pay certain compensation to Sandy Springs for the use of the Center ("Fees"); and

WHEREAS, the term of the Agreement is for five (5) performance years, with one (1) base year and four (4) one-year renewal options contingent upon annual appropriations of funds by Sandy Springs City Council; and

WHEREAS, on March 17, 2020, subsequent to the execution of the Agreement, the Sandy Springs Council declared by ordinance that a state of emergency exists within Sandy Springs affecting the safety, health and well-being of citizens due to the outbreak of the novel coronavirus known as COVID-19 ("Pandemic"); and

WHEREAS, the Pandemic has significantly impacted Contractor's ability to provide indoor Services at the Center and therefore has prohibited Contractor from generating sufficient income to provide for the Fees required by the Agreement; and

WHEREAS, the extraordinary circumstances caused by the Pandemic have created the need to revise certain provisions of the Agreement relating to Services and Fees; and

WHEREAS, the parties to the Agreement desire to amend such provisions of the Agreement to reflect the parties' agreement with respect to Services and Fees on a temporary basis during the pendency of the Pandemic.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby amend the Agreement as follows:

I. AMENDMENT TO EXHIBIT A – CONTRACTOR PROPOSAL (SCOPE OF SERVICES)

The preliminary page of EXHIBIT A to the Agreement, CONTRACTOR PROPOSAL (SCOPE OF SERVICES), shall be deleted in its entirety and the following shall be inserted in lieu thereof:

“EXHIBIT A CONTRACTOR PROPOSAL (attached) (SCOPE OF SERVICES)*

*The City recognizes that the Services to be provided under the Agreement may temporarily be reduced during the pendency of the Pandemic due to its impact on indoor spaces and requirements of social distancing, as described in the First Amendment. The parties anticipate that Contractor will provide full Services as soon full Services can be performed in compliance with CDC and other governmental guidelines and directives.”

II. AMENDMENT TO EXHIBIT B – FEE SCHEDULE

EXHIBIT B to the Agreement, FEE SCHEDULE, is hereby deleted in its entirety and the following shall be inserted as EXHIBIT B in lieu thereof:

“EXHIBIT B FEE SCHEDULE

Contractor shall pay a total of \$33,500 for the first year (fiscal year 2020) of the Agreement with a three (3) month concession on August, September, and October fees. For fiscal years 2021 and 2022, Contractor shall pay twenty-five percent (25%) of gross revenue, not to exceed \$90,000 annually. For fiscal years 2023 and 2024, Contractor agrees to pay a total of \$90,000 each fiscal year.

	FY2020	FY2021	FY2022	FY2023	FY2024
Payment to Sandy Springs	\$33,500	25% of gross revenues, not to exceed \$90,000	25% of gross revenues, not to exceed \$90,000	\$90,000	\$90,000
Insurance	\$17,500	\$30,000	\$30,000	\$30,000	\$30,000
Online Registration (iclasspro)	\$1,200	\$1,800	\$1,800	\$1,800	\$1,800
Email Marketing (mailchimp)	\$200	\$300	\$300	\$300	\$300
Legal Fees	\$581	\$1,000	\$1,000	\$1,000	\$1,000
Gym Supplies	\$1,800	\$2,400	\$2,400	\$2,400	\$2,400
Bday/Camp Supplies	\$1,800	\$2,400	\$2,400	\$2,400	\$2,400
Custodial Work	\$3,500	\$6,000	\$6,000	\$6,000	\$6,000
Personnel	\$166,388	\$277,916	\$279,114	\$280,345	\$281,608
Total Expenses	\$226,469	\$411,816*	\$413,014*	\$414,245	\$415,508

*Maximum amount. Variable based upon payment to Sandy Springs

III. GOVERNING LAW

This First Amendment shall be governed in all respects by the laws of the State of Georgia.

IV. ENTIRE AGREEMENT

The Agreement, as amended by this First Amendment, constitutes the entire agreement between the parties with respect to the subject matter contained herein. Except for the terms and conditions of the Agreement as set forth above, all prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Neither party has relied on any representation, promise, nor inducement not contained herein.

V. NOTICES

All notices or other communications required or permitted to be given under this First Amendment shall be in writing and shall be deemed to have been duly given when (a) delivered personally in hand, (b) when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties, or (c) transmitted by electronic mail transmission:

If to the City:

Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, GA 30328
E-Mail: asurratt@sandyspringsga.gov

With copies to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, GA 30328
E-Mail: cityattorney@sandyspringsga.gov

If to the Contractor:

With copies to:

_____	_____
_____	_____
_____	_____

VI. SEVERABILITY

The terms and provisions hereof are severable such that if any term or provision is declared or found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and provisions of this First Amendment.

VII. MISCELLANEOUS

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

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

c. 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.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, City Manager

Date of Execution

ATTEST:

Approved as to form:

By: _____
City Clerk

Assistant City Attorney

(SEAL)

PHOENIX GYMNASTICS, LLC

By: _____
Name (signature)

Date of Execution

(typed or printed name)

Title



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members

FROM: Andrea Surratt, City Manager

DATE: September 17, 2020 Submission for the October 6, 2020 Meeting

ITEM: Request for Ordinance to Ratify Amending the FY 2021 Budget to Transfer Funds from the General Fund of the City of Sandy Springs to the City of Sandy Springs Public Facilities Authority

Recommendation:

Staff recommends that the Mayor and City Council approve a Budget Amendment for the Public Safety Facilities Property Purchase and that the City Council authorize the Mayor to execute the Ordinance to Transfer Funds from the General Fund fund balance of the City of Sandy Springs and Other Budget Line Adjustments.

Background:

Since its incorporation, the City of Sandy Springs has provided a full range of municipal services for citizens of the City, including public safety and municipal court services. SSPD and Municipal Court have leased office space at the Morgan Falls office complex at 7840 Roswell Road since 2011, but it has been a priority of the Mayor and City Council since the City's inception to identify and plan a permanent space to adequately accommodate the needs of SSPD and Municipal Court.

At the City Council Retreat on January 24, 2020, City Council identified Public Safety as one of its top ten priorities for the year. During the FY2021 Budget workshops, staff proposed and Council adopted a budget that included a strong fund balance to preserve funds for the possibility of acquiring an appropriate site for a public safety facility if it could be purchased at an advantageous price.

Discussion:

On August 18, 2020, Mayor and City Council resolved to authorize the City Manager and the City Attorney to negotiate the purchase of the property located at 620 Morgan Falls Road, Sandy Springs, for the purpose of locating a public safety building and to take such other action as necessary to effectuate the purpose of the resolution. To accomplish this directive, a budget amendment is necessary to move such funds from the General Fund fund balance to the Public Facilities Authority fund.

The contracted purchase price for the property was reduced from \$11,025,000 to \$10,990,000 following the inspection period. \$300,000 has already been paid to the seller, which leaves \$10,690,000 due. This

ordinance will also replenish an additional \$500,000 which was previously reallocated from Contingency funding within the PFA. The remainder of the purchase price plus the replenishment equals \$11,190,000.

Financial Impact:

This ordinance will reallocate budget funding from fund balance in the General Fund of the City to the PFA in the amount of \$11,190,000.

Alternatives:

The City was able to close early on the property at 620 Morgan Falls, completing that process on October 1, 2020. If the City Council votes to not make this amendment to transfer funds to the PFA, then the property would not be properly coded to the right account in the budget. The correct source of funds for the Public Safety facility is the PFA Fund 360.

Attachments:

1. Budget Amendment Ordinance
2. Budget Adjustment Entry

**STATE OF GEORGIA
COUNTY OF FULTON**

ORDINANCE TO RATIFY AMENDING THE FY 2021 BUDGET TO TRANSFER FUNDS FROM THE GENERAL FUND OF THE CITY OF SANDY SPRINGS TO THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY AND OTHER BUDGET LINE ADJUSTMENTS

WHEREAS, the Mayor and Council of the City of Sandy Springs, Georgia, has determined that it is in furtherance of the public good that the City of Sandy Springs, Georgia (“City”), a municipal corporation of the State of Georgia, expend money on the costs of the acquisition, construction and installation of public safety facilities and fire stations (“Projects”); and

WHEREAS, on August 18, 2020, Mayor and City Council approved by resolution (“Resolution”) the purchase by the City of Sandy Springs Public Facilities Authority (“Authority”) of certain property located at 620 Morgan Falls Road, Sandy Springs, Georgia (“Property”) in the amount of \$11,025,000.00 for the purpose of locating a public safety building and to take such other action as necessary to effectuate the purpose of the resolution; and

WHEREAS, the Resolution resolved, among other things, that the City Manager and the City Attorney shall cooperate with and assist the Authority and its authorized representatives to negotiate the terms and conditions of a Purchase and Sale Agreement for the Property and to take such other actions that may be deemed necessary to effectuate the intent of the Resolution; and

WHEREAS, in accordance with the Resolution, a contract has been negotiated by the Authority with assistance of the City for the purchase of the Property that contains, among other provisions, a thirty (30) day inspection period and a closing date within thirty (30) days following the inspection period; and

WHEREAS, subsequent to the inspection period, the contracted purchase price for the Property was reduced by the amount of \$35,000.00 to \$10,990,000.00; and

WHEREAS, pursuant to the terms of the negotiated contract, \$300,000.00 has been paid to the seller in earnest money deposits, leaving \$10,690,000.00 remaining due under the contract to acquire the Property; and

WHEREAS, an additional amount of \$500,000.00 to assist consummating the Property transaction was previously reallocated from contingency funding within the Authority and now should be replenished; and

WHEREAS, the remainder of the purchase price for the Property plus replenishment of the contingency equals \$11,190,000.00; and

WHEREAS, in order to accomplish the purchase of the Property, a budget amendment is necessary to move funds from the City’s General Fund fund balance to the Authority; and

WHEREAS, City Council desires to approve the movement of such funds to the Authority for the purposes stated in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, that the Fiscal Year 2021 budget is hereby amended to reallocate budget funding from General Fund to the Authority in the amount of \$11,190,000.00.

APPROVED AND ADOPTED this the 6th day of October, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Lia Jones, Deputy City Clerk

(Seal)



Finance Department Budget Adjustment Entry

Purpose: Transfer unassigned GenFund fund balance to PFA for Public Safety Building purchase

Effective Date: 8/28/2020

Period: 2

Posting Date:

Fiscal Year: 2021

Description	Org	Object	Proj	Debit	Credit
Buildings PFA	3603100	541300		10,690,000	
Contingencies PFA	3606220	579000		500,000	
Transfers-In from GenFund PFA	36010	391100			11,190,000
Transfers-Out to PFA GenFund	1009000	611360		11,190,000	
This will be the income-statement transfer, which will move pooled cash between GenFund and PFA (no bank transfer needed).					
On August 28, 2020, Mayor and City Council authorized City Manager and City Attorney to negotiate the purchase of the property located at 620 Morgan Falls Road in Sandy Springs, for the amount of \$11,025,000.00 for a public safety building, and to take such other action as necessary to effectuate this purpose. In order to accomplish this directive, this budget amendment is necessary to move funds from unassigned General Fund fund balance to the Public Facilities Authority.					
unbalanced entry OK (using Fund Balance) ----->				22,380,000	11,190,000
Prepared By: Michael Val Hietter	DocuSigned by: <u>Michael Hietter</u>			9/22/2020	
Department Head Approved: Dave Wells	DocuSigned by: <u>Dave Wells</u>			9/23/2020	
Finance Director Approved: Toni Carlisle	DocuSigned by: <u>Toni Carlisle</u>			9/23/2020	
City Manager Approved: Andrea Surratt	DocuSigned by: <u>Andrea Surratt</u>			9/23/2020	

City of Sandy Springs
Available General Fund Balance AND
Transfer to Public Facilities Authority
For the Fiscal Year Ending June 30, 2021
Prepared by Michael Val Hietter, CPA

Item	Notes	Amounts
<u>Computation of Available GenFund Fund Balance:</u>		
FYE2021 Starting Fund Balance	"A"	\$ 45,833,887.39
Less: FYE2020 Prepaids	"A"	(298,490.85)
Less: FYE2021 Budgeted Use of Fund Balance		(2,567,555.00)
Total FYE2020 Expenses	"B"	\$ 106,622,681.99
3-month factor (3/12)		25%
Less: Reserve for 3-months' Expenses		(26,655,670.50)
Available Unassigned Fund Balance		\$ 16,312,171.04
Total Transfer to PFA Needed		(11,190,000.00)
Excess Fund Balance		5,122,171.04
adjustment margin factor	"C"	125%
FYE2020 Audit Adjustment Margin	"C"	\$ 4,097,736.83

Computation of Transfer Needed:

Original Purchase Price		\$ 11,025,000.00
Less: Change from Amendment		(35,000.00)
Amended Purchase Price		10,990,000.00
Initial Deposit	\$	100,000.00
Subsequent Deposit		200,000.00
Less: Total Deposits Paid or To Be Paid		(300,000.00)
Remaining Purchase Price Needed		10,690,000.00
Plus: Replenish Contingency	"D"	500,000.00
Total Transfer to PFA Needed		\$ 11,190,000.00

NOTES:

"A" - Amounts are as of 09/21/20 and are subject to change with audit adjustments

"B" - Amount was the greater of budgeted FYE2021 expenditures OR actual FYE2020 expenses as of 09/21/20.

"C" - Audit adjustment margin represents the amount of additional FYE2020 expenses that could be absorbed without reducing the amount available for transfer below the needed amount; this margin is computed as the amount when multiplied by 125% (to represent reduced starting FYE2021 fund balance AND an increase in the 3-months expenses computation).

"D" - \$500,000 of budgeted Contingency for the City Springs project was shifted to the Public Safety Building expense budget in order to effect immediately the two preliminary earnest money deposits for the purchase (and add budget for some pre-purchase costs) before the amount available from General Fund fund balance could be determined; this amount should be replenished in the City Springs project budget

Hietter, Michael

From: Williams, Kathy
Sent: Monday, September 21, 2020 2:47 PM
To: Hietter, Michael; Carlisle, Toni
Cc: Surratt, Andrea; Dulac, Samantha
Subject: RE: Amendment

Michael,

The budget amendment should read something to the effect that “On August 28, 2020, Mayor and City Council resolved to authorize the City Manager and the City Attorney to negotiate the purchase of the property located at 620 Morgan Falls Road, Sandy Springs, in the amount of \$11,025,000.00 for the purpose of locating a public safety building and to take such other action as necessary to effectuate the purpose of the resolution. In order to accomplish this directive, a budget amendment is necessary to move such funds from” etc.

From: Hietter, Michael <MHietter@SandySpringsga.gov>
Sent: Monday, September 21, 2020 2:26 PM
To: Williams, Kathy <kwilliams@sandyspringsga.gov>; Carlisle, Toni <TCarlisle@SandySpringsga.gov>
Cc: Surratt, Andrea <ASurratt@SandySpringsga.gov>; Dulac, Samantha <SDulac@sandyspringsga.gov>; Dan Lee <dlee@fmglaw.com>
Subject: RE: Amendment

Thank you for that information, Kathy—I will prepare the budget amendment and send it through DocuSign later this week, then effect the transfer with a “pencil-whip” general journal entry (no bank transfer will be necessary as the PFA shares in the City’s Pooled Cash account). MVH

Michael Val Hietter, CPA

Budget Analyst
City of Sandy Springs

Phone: 770.206.1437 | **Cell:** 770.329.1883
1 Galambos Way, Sandy Springs, Georgia 30328
SandySpringsGA.gov | Facebook.com/SandySpringsGA | Twitter.com/SandySpringsGA

City Springs - CitySprings.com | Facebook.com/CitySprings | Twitter.com/CitySprings | Instagram.com/VisitCitySprings

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From: Williams, Kathy <kwilliams@sandyspringsga.gov>
Sent: Monday, September 21, 2020 2:23 PM
To: Hietter, Michael <MHietter@SandySpringsga.gov>; Carlisle, Toni <TCarlisle@SandySpringsga.gov>
Cc: Surratt, Andrea <ASurratt@SandySpringsga.gov>; Dulac, Samantha <SDulac@sandyspringsga.gov>; Dan Lee <dlee@fmglaw.com>
Subject: RE: Amendment

Michael,

The \$200,000 “subsequent” deposit will be made tomorrow.

Dan agrees that the action you describe below may be taken through executive action and does not need action at a special meeting.

Thank you,

Kathy

From: Hietter, Michael <MHietter@SandySpringsga.gov>
Sent: Monday, September 21, 2020 12:56 PM
To: Williams, Kathy <kwilliams@sandyspringsga.gov>; Carlisle, Toni <TCarlisle@SandySpringsga.gov>
Cc: Surratt, Andrea <ASurratt@SandySpringsga.gov>; Dulac, Samantha <SDulac@sandyspringsga.gov>
Subject: RE: Amendment

Thanks for sending this, Kathy.

If I read this right, we already made the \$100K payment and accelerated the \$200K payment (the “initial” and “subsequent” deposits)—am I correct on that?

If we have made both the scheduled earnest money payments, we need to make an income-statement transfer between the General Fund and the Public Facilities Authority as computed below:

New purchase price.....	\$10,990,000.00
Plus: Replenishment of Contingency.....	500,000.00
Less: Deposits already paid.....	(300,000.00)
Total amount of transfer.....	<u>\$11,190,000.00</u>

Before making that income-statement transfer, we also need two budget amendments (or one amendment with two parts):

- a one-sided budget amendment in the General Fund to budget for the transfer-out “expense” (one-sided, as we will be utilizing accumulated Fund Balance), AND
- a balanced budget amendment in the Public Facilities Authority accepting the transfer-in as a new revenue source, as well as authorizing the spending for the building purchase and replenishing the City Springs Contingency we borrowed (just to make the resource flow a little cleaner when we close out the City Springs project).

Please let me know when we determine if we can accomplish this through City Manager/PFA Executive action with a DocuSign, or if we will need a special Council/PFA meeting to approve this deal.

Michael Val

Michael Val Hietter, CPA

Budget Analyst

City of Sandy Springs

Phone: 770.206.1437 | Cell: 770.329.1883

1 Galambos Way, Sandy Springs, Georgia 30328

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From: Williams, Kathy <kwilliams@sandyspringsga.gov>
Sent: Monday, September 21, 2020 11:21 AM
To: Carlisle, Toni <TCarlisle@SandySpringsga.gov>; Hietter, Michael <MHietter@SandySpringsga.gov>
Cc: Surratt, Andrea <ASurratt@SandySpringsga.gov>; Dulac, Samantha <SDulac@sandyspringsga.gov>
Subject: Amendment

FFYI

Kathy Williams

Senior Staff Attorney

City of Sandy Springs

Phone: 770.206.4384 | Cell: 404.791.4134

1 Galambos Way, Sandy Springs, Georgia 30328

SandySpringsGA.gov | Facebook.com/SandySpringsGA | Twitter.com/SandySpringsGA

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Honorable Mayor and City Council Members

FROM: Andrea Surratt, City Manager

DATE: September 30, 2020 Submission for the October 6, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve an Intergovernmental Agreement between Fulton County and the City of Sandy Springs for the C.A.R.E.S. Act Municipal Reimbursement Program

Recommendation:

Staff recommends approval of the Intergovernmental Agreement between Fulton County and the City of Sandy Springs for the C.A.R.E.S. Act Municipal Reimbursement Program.

Background:

The City of Sandy Springs (City) declared a state of emergency on March 17, 2020, in direct response to the effects of the novel coronavirus (COVID-19) pandemic on the safety, health, and well-being of citizens. On June 3, 2020 the Board of Commissioners of Fulton County created the C.A.R.E.S. Act Municipal Reimbursement Program to provide up to \$2,500,000 in reimbursement from Fulton County C.A.R.E.S. Act funds to support municipalities with defined pandemic-related services, projects and programs. Subsequently, the Board of Commissioners of Fulton County approved additional allotments increasing the total amount of the program to \$25,000,000.

Discussion:

The agreement identifies the City as an independent sub-recipient of C.A.R.E.S. Act funding. The pro rata allocation of reimbursement funds that the City is eligible for is \$4,566,429.00.

This resolution authorizes the City Manager to execute the intergovernmental agreement providing for reimbursement of expenditures used to purchase goods, supplies, and equipment during the COVID-19 state of emergency. Specifically, this agreement covers costs incurred from March 1, 2020 to December 15, 2020, related to the COVID-19 public health state of emergency that were not budgeted for in Fiscal Year 2020, as approved by Fulton County.

Financial Impact:

This agreement will provide the City with reimbursement for COVID-19 related expenses in the amount of up to \$4,566,429.00.

Alternatives:

The Mayor and City Council could decline to participate in the C.A.R.E.S. Act Municipal Reimbursement Program with Fulton County.

Attachments:

1. 2020-10-06_Cares Funding IGA
2. 2020-10-06_Cares Funding Resolution

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
FULTON COUNTY, GEORGIA AND
THE CITY OF SANDY SPRINGS, GEORGIA
FOR
C.A.R.E.S. ACT MUNICIPAL REIMBURSEMENT PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT, (hereinafter referred to as “Agreement” or “IGA”) between Fulton County, Georgia, (hereinafter referred to as the “County”), a political subdivision of the State of Georgia, and the City of Sandy Springs, Georgia, hereinafter referred to as the “Municipality”), a non-profit corporation organized and existing in Fulton County under the laws of the State of Georgia.

WITNESSETH THAT:

WHEREAS, on June 3, 2020, the Board of Commissioners of Fulton County (the “Board”) created a program through which Fulton County municipalities that are not eligible for direct C.A.R.E.S. Act funding may be able to receive reimbursement for some of their eligible expenditures incurred during the emergency created by COVID-19 to purchase goods, supplies and equipment; and

WHEREAS, this program is called the “C.A.R.E.S. Act Municipal Reimbursement Program” and it was initially designed to provide up to \$2,500,000 in reimbursement from Fulton County C.A.R.E.S. Act funds to support the aforementioned cities for the C.A.R.E.S. Act eligible services, projects and programs; and

WHEREAS, the Municipality indicated its desire to be reimbursed for some of its expenditures during the emergency created by COVID-19 to purchase goods, supplies and equipment; and

WHEREAS, the Board has subsequently approved additional allotments of funds from the County’s allotment of CARES Act Funding such that the total amount of the program is currently Twenty Five Million Dollars (\$25,000,000.00); and

WHEREAS, the Municipality desires to receive funds that have been made available by the County on September 17, 2020 pursuant to the terms and conditions of this Agreement; and

WHEREAS, both the County and the Municipality have authorized the execution of this IGA through appropriate Resolutions adopted by their respective governing bodies.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration received, the parties hereby agree as follows:

ARTICLE ONE: PURPOSE AND ELIGIBLE REIMBURSEMENTS

A. The C.A.R.E.S. Act Municipal Reimbursement Program (hereinafter referred to the “Program”) is designed to support cities located within the County that are not eligible to receive Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S.) Act funding directly from the U.S. Federal Government to mitigate the financial impact of COVID-19 on their cities.

B. Pursuant to this Program, the only costs eligible for consideration for reimbursement are:

1. Costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Costs that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
3. Costs that were incurred during the period that begins on March 1, 2020, and ends on December 15, 2020; and
4. Costs that are approved by the County’s interpretation as satisfying the above criteria.

C. This IGA shall supersede, replace and serve as a substitution for the MOU entered into by the County and the Municipality in full. Any provisions contained in the initial MOU entered into by the parties that are inconsistent with those contained herein are hereby voided in their entirety.

ARTICLE TWO: REIMBURSEMENT PROCESS

A. The County shall make reimbursement for the eligible approved costs described in Article One above based upon the review and approval of the same by the County’s Finance Department and the County Manager. The amount of any reimbursement shall be limited by the amount allocated to the Municipality based upon the ratio of its population to the population of other cities in the County which did not receive a direct allocation of CARES Act funding. The Municipality is being viewed under this program as a subgrantee of the CARES Act funds received by the County.

B. The County shall review and consider for reimbursement to the Municipality previously incurred costs upon presentation of invoices and other supporting documentation demonstrating payment for goods or services that have been previously paid for by the Municipality.

C. Such documentation shall include, but not be limited to copies of checks issued for payment, time sheets, vendors’ and suppliers’ invoices or vouchers, and a description of the purpose of the expenditure, etc.

D. This documentation, along with a written request for reimbursement and a statement of costs incurred, and a Certification Statement that all of the requested expenses qualify as eligible COVID-19 expenses under the C.A.R.E.S. Act, shall be submitted to the attention of the County’s Director of Finance. A minimum of two copies of the request and the Certification Statement shall be included with the submission along with accompanying documentation supporting the eligible costs. The County acknowledges receipt of a properly executed Certification Statement for the submittals previously transmitted by the Municipality.

D. To be eligible for reimbursement, all invoices and supporting documentation must be presented by December 21, 2020.

E. Any unused funds allocated to a Municipality must be returned to the County with its December 21st submission.

ARTICLE THREE: ADVANCE ON PROGRAM FUNDS

The County shall advance each eligible Municipality up to thirty percent (30%) of its pro rata allocation of the \$25,000,000 Program funds, at the next regularly scheduled County check run, upon the receipt of written confirmation of the Municipalities' intent to participate in the expanded Program. These funds must be used in accordance with the guidelines provided in Article One of this Agreement. Documentation must be provided regarding the use of these funds in a form specified by the Fulton County Finance Department. The advance will be offset against future requests for reimbursements submitted by each Municipality. The amount of the advance along with the total amount to which the Municipality is eligible to receive under this Program is described in Exhibit A

In no event will any Municipality receive more than its share of its total pro rata allocation. Any unused advanced funds must be returned to the County on or before December 15, 2020.

ARTICLE FOUR: ADDITIONAL COVID-19 SUPPORT

As an additional part of the County's effort to support its Municipalities, the County shall procure Personal Protective Equipment ("PPE") for Municipalities' Emergency Management Services Department based upon the County's analysis of needs and availability of current PPE inventory up to the Municipalities' pro rata share of the \$5 Million in inventory allocated for this purpose.

ARTICLE FIVE: COMMUNICATIONS

In an effort to improve communications with the eligible Municipalities, the County shall initiate or continue the following actions:

- A. Facilitate more communication with the Municipalities by having:
 - 1. Monthly meetings with the Mayors of the eligible Municipalities and members of the Board;
 - 2. Weekly calls with Emergency Management Administrators and City coordinators; and.
 - 3. City Managers from the eligible Municipalities invited to participate in the weekly calls with EMA/BOH and County Manager's senior staff
- B. Increase our existing reporting efforts to provide more transparency by:
 - 1. Publishing via an open government platform any available data from nonprofit partners relative to citizens served, along with the approximate costs;
 - 2. Publishing testing level data on the residence of citizens tested that is permitted due to HIPAA guidelines;

3. Sending the Mayors of eligible Municipalities information published on the County's website pursuant to sections B 1 and B2 above, once it has been summarized;
4. Sending a copy of the Board meeting Agenda and a copy of the verbatim minutes from each meeting the meeting to the Mayors of eligible Municipalities; and
5. Sending a copy of the Covid-19 Update provided to the Board to the Mayor of each Municipality.

ARTICLE SIX: TERM

- A. The term of this Agreement shall be from the date the first reimbursement package was submitted to the County through December 31, 2020.
- B. The completion date of this Agreement shall not extend beyond December 31, 2020, unless otherwise extended in writing, terminated by mutual agreement, or by the County, or in accordance with other terms and provisions contained herein. Any modifications to the term of the Agreement shall be documented through an amendment process.

ARTICLE SEVEN: INDEMNIFICATION

- A. The Municipality shall indemnify the County for any liability associated with the Municipality's noncompliance with the federal guidelines surrounding the use of CARES Act funds and shall reimburse the County for any expenditure subsequently deemed ineligible as a result of a federal or state audit of the funds subgranted to the Municipality from the County pursuant to this Agreement or the Program.
- B. The indemnification provisions of this Agreement shall survive the termination or expiration of this Agreement for any claims that may be filed after the termination date or expiration of this Agreement, provided the claims are based upon actions that occurred during the performance of this Agreement.
- C. It is hereby stipulated and agreed between the parties that, should a court of competent jurisdiction deem any indemnification obligation under this Agreement to be invalid, illegal or unenforceable, the parties nonetheless agree that, with respect to any claim or action brought by a third-party and arising out of the activities described in this Agreement or stemming from any matter arising out of any act or omission by the Municipality in connection to the performance of this Agreement, that the Municipality shall be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the actions or omissions of the Municipality's own agents, officers, contractors and employees.

ARTICLE EIGHT: WAIVER AND RELEASE

As a material inducement for the County to enter into this Agreement and provide the consideration set forth above, the Municipality irrevocably and unconditionally releases and forever discharges Fulton County and each and all of its current and former employees, officers, agents, the Board of Commissioners, any County department and/or department head, representatives, attorneys, insurers, government subsidiary (collectively "Fulton County") from any and all controversies, claims, demands, promises, actions, suits, grievances, proceedings, complaints, charges, liabilities, damages,

debts, allowances, bonuses, costs, expenses, attorneys' fees, judgments (including those entered in the lawsuit) and remedies of any type, relating to the receipt, use, and amount of any CARES Act funds, including the release of any claims for punitive damages, declaratory relief, injunctive relief, mandamus and other extraordinary remedies (individually and collectively "Other Claims") that they and/or their citizens, current and former employees, officers, agents, councils, department, department head, representatives, attorneys, insurers, government subsidiary or any other representative, may have or claim to have against Fulton County by reason of any matter, cause, act, or omission, from the beginning of time until the date of execution of this Agreement, including, without limitation, those arising out of or in connection with CARES Act funds received by or attributable to Fulton County. This release applies to Other Claims that the Municipality knows about and those the Municipality may not know about occurring or arising at any time on, or before the date of execution of this IGA and those that may arise in the future related to this Program.

The Municipality hereby warrants that it has not filed any lawsuits, claims, causes of action or charges against Fulton County and promises never to file a charge, lawsuit or other legal or administrative proceeding with any court or government agency asserting a matter, claim or cause of action against Fulton County regarding any claim or cause of action regarding CARES Act funds received by Fulton County.

ARTICLE NINE: MISCELLANEOUS

A. INDEPENDENT SUBRECIPIENT STATUS

Nothing herein contained shall be deemed to create a relationship other than that of independent subrecipient between the County and the Municipality. Under no circumstances shall the Municipality, its principals, employees, subcontractors, associates, or agents be deemed employees, agents, partners, successors, assigns, or legal representatives of the County except as specifically required herein.

B. ASSIGNMENT OF AGREEMENT

The Municipality shall not make any purported assignment of this Agreement or any part thereof, or delegate the duties herewith without prior written consent of the County. Any attempted assignment or delegation of duties by the Municipality without prior expressed written consent of the County shall at the County's sole option terminate this Agreement without any notice to the Municipality of such termination. The Municipality binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

C. RECORDS AND REPORTS

1. Records

The Municipality shall maintain accounts and records, (including an annual Audit) personal property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be requested by the County to assure proper accounting for all funds. Said records shall be made available for audit purposes to the County or any authorized representative thereof, upon reasonable request and within three (3) days of said request.

2. Retention

The Municipality's records and accounts shall at all times meet or exceed the applicable requirements of federal, state, and local laws, rules, and regulations. The Municipality's duty to retain records and permit inspections and copying shall remain in force and effect even after the expiration or termination of this Agreement.

D. INSPECTION OF FILES AND RECORDS

The County shall at all reasonable times have access to the pertinent offices and books and records (including an annual Balance Sheet or Independent Audit) of the Municipality for inspection of the activities performed and expenses incurred under this Agreement. The County may perform and the Municipality shall be prepared to meet the requirements of, at least, one (1) audit per year.

E. CONFLICT OF INTEREST

No member, officer, or employee of the Municipality or its designee or agents, no member of the governing body of the Municipality, and no other official of the Municipality who exercises or has exercised any functions or responsibilities with respect to the C.A.R.E.S. Act funding program or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any Agreement, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

F. GOVERNING LAW AND NOTICE

1. This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

2. A waiver by either party of any breach or any provision, term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.

3. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other remaining provisions of this Agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision of this agreement.

4. The parties agree that the terms of this Agreement include the entire Agreement between the parties and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.

5. Any notices or communications required or permitted herein shall be sufficiently given if sent by registered or certified mail, return receipt request, postage prepaid, hand delivery, email or overnight delivery addressed as follows:

As to the County:

Richard "Dick" Anderson
County Manager
141 Pryor Street, SW
10th Floor
Atlanta, Georgia 30303

With a concurrent copy to:

Patrise Perkins-Hooker
County Attorney
141 Pryor Street, S.W.
Suite 4038
Atlanta, Georgia 30303

As to the Municipality:

Russell K. Paul
Mayor
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

With a concurrent copy to:

Daniel Lee
City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328
cityattorney@sandyspringsga.gov

Alternatively, such other addresses as shall be furnished by such notice of the other party.

G. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

MUNICIPALITY

FULTON COUNTY

Russell K. Paul, Mayor
City of Sandy Springs

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST

ATTEST

City Clerk

Tanya Grier, Interim Clerk to the Commission

DATE:

DATE:

APPROVED AS TO FORM

APPROVED AS TO FORM

Daniel Lee, City Attorney

Patrise Perkins-Hooker
County Attorney

EXHIBIT A

Pro Rata Allocation of CARES ACT MUNICIPAL REIMBURSEMENT FUNDS

\$4,566,429

Amount of Advance

\$1,369,929

DRAFT

STATE OF GEORGIA

COUNTY OF FULTON

**RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SANDY SPRINGS AND FULTON COUNTY FOR C.A.R.E.S ACT
MUNICIPAL REIMBURSEMENT PROGRAM**

WHEREAS, on March 17, 2020, the City of Sandy Springs (“City”) declared a state of emergency within the City affecting the safety, health, and well-being of the citizens due to the outbreak of the novel coronavirus known as COVID-19 (“Pandemic”); and

WHEREAS, on June 3, 2020 the Board of Commissioners of Fulton County created a program through which Fulton County municipalities that are not eligible for direct C.A.R.E.S. Act Funding may be able to receive reimbursement for some eligible expenditures incurred during the emergency created by COVID-19; and

WHEREAS, this program is called the “C.A.R.E.S. Act Municipal Reimbursement Program” and it was initially designed to provide up to \$2,500,000 in reimbursement from Fulton County C.A.R.E.S. Act funds to support the aforementioned cities for the C.A.R.E.S. Act eligible services, projects and programs; and

WHEREAS, the City indicated its desire to be reimbursed for some of its expenditures during the emergency created by COVID-19 to purchase goods, supplies and equipment; and

WHEREAS, the Board of Commissioners of Fulton County subsequently approved additional allotments of funds from the County’s allotment of CARES Act Funding such that the total amount of the program is currently Twenty Five Million Dollars (\$25,000,000.00); and

WHEREAS, the City desires to receive funds that have been made available by the County pursuant to the terms and conditions set forth within the intergovernmental agreement;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Sandy Springs, Georgia, while in regular session on October 6, 2020, at 6:00 p.m., as follows:

1. The attached intergovernmental agreement is hereby approved; and
2. The City Manager is hereby authorized to execute the intergovernmental agreement; and
3. The City Manager and the City Attorney are hereby authorized to make such minor revisions to the intergovernmental agreement as may be deemed reasonable, necessary, and in the best interest of the City; and
4. The City Manager and the City Attorney are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this _____ day of _____, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager
FROM: David Wells, Deputy City Manager
DATE: September 18, 2020 Submission for the October 6, 2020 Meeting
ITEM: Request Mayor and City Council Consideration of Approval of a Contract to Demolish 11 Properties along Hammond Drive

Recommendation:

Based upon review of the bids, staff recommends contract award to Complete Demolition Services Inc. for the amount of \$185,650.00, pending approval by the City of Sandy Springs Legal and Finance Departments.

Background:

This project includes the demolition of 11 Properties along the Hammond Drive area; this is part of the TS193 Roadway Widening project. Limited impacts to traffic and the neighborhood are anticipated. The invitation to bid for the construction of the Demolition Project was advertised beginning August 12, 2020. Bids were received on September 10, 2020:

Due to lowest bidder having a project scheduling issue as per contractor's e-mail to the city, then the City moved to the next lowest bidder, Complete Demolition Services LLC. for \$185,650.00.

	Firm	Bid
1	LMS General Contractors	\$129,230.00
2	Complete Demolition Services	\$185,650.00
3	Wrecking Corp of America	\$231,000.00
4	J Mitchell Contracting	\$302,830.00
5	Southern Demolition and Environmental	\$350,656.00
6	Quintech Solutions, Inc.	\$442,552.00
7	Chappell Construction Group	\$469,850.00
8	Environmental Holdings Group, LLC	\$522,492.00

Discussion:

Upon administrative review of the bids and reference checks, staff recommends award be made to the second lowest, responsible bidder, Complete Demolition Services LLC.

Financial Impact:

There are adequate budgeted funds available for this Project.

Alternatives:

Resolution

Attachments:

1. ITB 21-006 Demolition Bldgs Hammond Drive Agreement
2. Resolution 10-06-2020
3. HammondDrProperties_6OCT20



AGREEMENT

This Agreement ("Agreement") is made as of execution date by the City and between Complete Demolition Services, LLC ("Contractor"), located at 4198 Castleman Road, Carrollton, GA 30116 and the City of Sandy Springs, Georgia ("Sandy Springs").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of performing demolition work of 11 buildings on Hammond Drive; and

WHEREAS, Sandy Springs has a need to acquire pavement marking described in the Scope of Services and/or Contractor Proposal attached hereto as Exhibit A ("Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

WHEREAS, Sandy Springs wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Services and/or Contractor Proposal attached hereto as Exhibit A and incorporated herein by this reference ("Project"). Contractor agrees to perform the Services at the direction of the project manager or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term.**

This Agreement shall become effective as of the date of contract execution. The term of this Contract shall be for five (5) performance years, with one (1) base year and four (4) one-year renewal options contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The Contract shall terminate at the close of each calendar year, but will automatically renew absent any positive action by the City.

5. **Extension of Contract Time**

a. If the basis exists for an extension of time, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month. If weather conditions are the basis for the claim for additional time, such claims shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not be reasonably anticipated, and had an adverse effect on the scheduled demolition.

6. Standard Baseline for Average Climatic Range

a. The City has reviewed weather data available from the weather-us.com website and determined a Standard Baseline of average climatic range for Atlanta, Ga.

b. Standard Baseline is defined as the normal number of calendar days for each month during which demolition activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.

c. Standard Baseline is as flows:

www.weather-us.com

A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activity that day.

d. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as Weather Delay Day until the standard baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended.

7. Liquidated Damages:

a. The City and Contractor recognize that time is of the essence here and the City may suffer financial loss if the Work is not complete within the time specified above, plus any extensions thereof allowed. If the Contractor fails to perform the Work within the specified time set forth in the Contract Documents as adjusted pursuant to this Article, the City and Contractor agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay the City in the amount stipulated below for each and every calendar day that expires after one (1) week where the Work is not complete and ready for Final Payment, (could say inspection here instead of payment) the Owner shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor or the Surety. The City has the option to enforce liquidated damages or to waive such damages.

b. The liquidated damages herein specified shall only apply to Contractor's delay in performance. Liquidated damages are intended only to compensate the City for additional personnel efforts in administering the Contract after normally scheduled completions dates, the City's inconvenience, lost opportunities, and lost confidence in government and morale of government when work is not completed on time.

c. Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this Contract, the Contractor agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to

reimburse the City for extra costs which the City may become obligated to pay on other contracts which are delayed or extended because of Contractor's failure to complete the Work within the time period as specified herein, including costs associated with the delay or interference with the Project. Liquidated damages are not intended to include litigation costs or attorney fees incurred by the City, or other incidental or consequential damages suffered by the City due to the Contractor's performance. If the City charges liquidated damages to the Contractor, this shall not preclude the City from commencing an action against the Contractor for other actual harm resulting from the Contractor's performance, including but not limited to, costs associated with the delay or interference with the Project.

d. In order to recover liquidated damages, the City is under no obligation to prove the actual damages sustained by the City due to the Contractor's delay in performance. The parties agree that liquidated damages shall be computed according to the following schedule, based upon the Contract Price, inclusive of any applicable changes thereto, for each and every day that completion of the Work shall be delayed: \$500.00 per day.

8. Termination.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

d. This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

9. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

10. Standard of Performance and Compliance with Applicable Laws In the Service Agreement.

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as in necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in the Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964, attached hereto as Exhibit H and incorporated herein.

11. Conflicts of Interest.

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

12. Proprietary Information; Non-Solicitation.

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

13. Insurance and Indemnification.

Contractor shall indemnify the City, its officers, agents, servants and employees from and against any and all liability for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the Performance of the Agreement.

14. Non-Discrimination.

During performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

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

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

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

15. Assignment.

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

16. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Sandy Springs:

Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copy to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

If to Contractor:

With copy to:

17. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this Agreement.

18. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

19. Disputes.

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar day's written notice to Sandy Springs of the claim and the intent to initiate a civil action.

20. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

21. Entire Agreement.

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

22. Heading.

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

23. Interpretation of Exhibits and Exclusion of External References.

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

24. Copyright, Trademark and Patent Indemnification.

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this Agreement violated a third party's trademark, copyright or patent. Copyright, trademark and patent indemnification shall survive the termination, cancellation or expiration of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

4. CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
City Attorney

CONTRACTOR NAME

By: _____
Name: _____
Title: _____

Date of Execution

ATTEST:

By: _____
Secretary

(SEAL)

Witness

EXHIBITS

EXHIBIT A	Scope of Services and/or Contractor Proposal
EXHIBIT B	Bid Schedule
EXHIBIT C	Certification of Contractor – Georgia Security and Immigration Compliance Act
EXHIBIT D	Certification of Sponsor Drug-Free Workplace
EXHIBIT E	Affidavit Verifying Status for City Public Benefit Application
EXHIBIT F	Contractor Affidavit under O.C.G.A § 13-10-91(b) (1)
EXHIBIT G	Insurance Requirements
EXHIBIT H	Special Provisions
EXHIBIT I	Notice to Contractors Compliance with Electrical Safety Provisions
EXHIBIT J	Affidavit Verifying Status for City Public Benefit Application
EXHIBIT K	Contractor and Subcontractors Affidavit Under O.C.G.A § 13-10-91(b)(1)
EXHIBIT L	Corporate Certificate
EXHIBIT M	Addendums
EXHIBIT N	Subcontractors
EXHIBIT O	Bonds

EXHIBIT A

SCOPE OF SERVICES

The contractor shall provide the necessary machinery, tools, apparatus, other means of demolition, and all materials and labor specified in the Contract Documents or as necessary to perform the demolition of the following 11 residential properties per the attached permitted demolition plans:

- 360 Hammond Drive
- 390 Hammond Drive
- 446 Hammond Drive
- 524 Hammond Drive
- 600 Hammond Drive
- 630 Hammond Drive
- 640 Hammond Drive
- 660 Hammond Drive
- 6038 Harleston Road
- 6017 Kayron Drive
- 6020 Gelenridge Drive

Upon completion of the demolition for the base eleven (11) properties, additional properties may be added for demolition during the term of the contract.

Prior to demolition, the contractor shall submit the required Georgia Project Notification Form for Asbestos Renovation (Project Notification Form) with the Georgia Environmental Protection Division (EPD) for each property. The contractor will be responsible for filling out the Project Notification Form within two days of receiving the Notice to Proceed (NTP). The contractor will be responsible for updating the City and Maxis Engineering, LLC (Maxis) with a date that the 10-day waiting period will expire.

1.

- **The contractor should be prepared to mobilize to the site to begin demolition activities within 5 days following the expiration of the 10-day waiting period.**
- **The contractor should be prepared to begin removal of Asbestos Containing Material (ACM) from the site following the expiration of the 10-day waiting period.** The Asbestos Surveys have been included as an Appendix.

Asbestos information for each property is included below. The information provided is an estimation for informational purposes only and should not be solely relied upon for bid purposes.

Property Address	Area ACM Found	ACM	Estimated amount
360 Hammond Drive	Basement	HVAC Duct work	200 linear feet
	Windows	Window Glaze	11 windows
	Chimney	Chimney Caulk	8 linear feet
390 Hammond Drive	Kitchen	Floor tile (brown)	200 sq ft

446 Hammond Drive	Room off Kitchen	joint compound and tape	150 sq ft (8'ceiling)
	Basement	HVAC Duct work	100 linear feet
	Basement entrance	floor tile	30 sq ft
	Windows	Window Glaze	11 windows
			5,100 sq ft (8' ceilings)
446 Hammond Drive	All throughout house	joint compound and tape	
	Windows	Window Glaze	25 windows
	Exterior Siding (all)	Siding	2,000 sq ft
	Basement	Floor tile (Red/tan)	350 sq ft
	Basement	HVAC Duct work	200 linear feet
524 Hammond Drive	Windows	Window Glaze	9 windows
	Bedroom #1, Master bedroom	textured ceiling	500 sq ft
600 Hammond Drive	Chimney	Chimney Caulk	10 linear feet
630 Hammond Drive	Bathroom in Bedroom #3	green border tile and grout	40 linear feet
	Basement	HVAC Duct work	250 linear feet
640 Hammond Drive	Bathroom #2	joint compound and tape	100 (8' ceilings)
	Basement	HVAC Duct work	250 linear feet
	Basement	Rubber steps	11 steps
	Basement	joint compound and tape	25 sq ft (8' ceilings)
660 Hammond Drive	Kitchen	floor tile (tan)	250 sq ft
	Basement	floor tile (green)	50 sq ft
	Basement	HVAC Duct work	300 linear feet
6038 Harleston Road	kitchen	floor tile	150 sq ft
	dinning room	floor tile	150 sq ft
	Basement	floor tile	300 sq ft
	Basement	HVAC Duct work	200 linear feet
6017 Kayron Drive	Den	joint compound and tape	350 sq ft (11' ceilings)
	Foyer	joint compound and tape	100 sq ft (11'ceilings)
	Downstairs bedroom #1 and #2 - Bedroom #2 only has ceiling; walls are wooden	joint compound and tape	300 sq ft (8' ceilings)
	Bathroom	joint compound and tape	50 sq ft (8'ceilings)
	Basement and througout	HVAC Duct work	300 linear feet
6020 Glendridge Drive	Kitchen	black felt/flooring (green)	150 sq ft
	Den	flooring (orange)	270 sq ft
	Room off Kitchen	flooring (white)	160 sq ft
	Garage Entrance	flooring (red/white tile)	200 sq ft
	Laundry room	flooring	50 sq ft
	Basement	HVAC Duct work	400 linear feet
	Fireplace	Caulk	8 linear feet
	vent pipe	Caulk	8 linear feet

2.

- Once the demolition permit has been procured, the Erosion Control measures and tree save shall be installed at the site. Hay bales will need to be used around several of the large trees located on the properties per the demolition plans. Following installation of these measures, per the plans, a pre-construction meeting will be scheduled with Community Development for each Property and will be held on-site. **The contractor's attendance is mandatory, and demolition shall begin within three days after meeting.**
- The existing asphalt drive may be used as the construction entrance, per note 13 on the Grading and ES&C Plan (Figure 3 for each set of plans). The contractor is responsible for ensuring the construction entrance/exit remains free of dirt/debris. Should it become necessary at any of the properties, **a full construction entrance may be required.** At present, the asphalt drive apron at the site is to remain following demolition of each of the properties. Should a construction entrance be necessary, once demolition is completed the construction entrance materials should be removed and all disturbed areas outside the current asphalt drive footprint should be stabilized with seed and straw.
- The contractor shall demolish the structure at each of the properties specified, per attached plans, including but not limited to the following: masonry/structures including all wood, block, metal, etc. associated with the structure. The foundation and footers shall be removed and backfilled to match existing grade with appropriate fill as indicated on the plans. Asphalt/concrete is to be removed as indicated on the plans. The apron of the asphalt drive is to remain following demolition. All tree save must be installed prior to demolition. Trees/shrubs located near the structure are to be removed per the plans.
- Grading shall be completed at each property per the attached plans. All earthen slopes shall not exceed a 3 to 1 slope. Due to the slopes found at the site, fill material may be required to match exiting grade. Please evaluate the potential need for fill. Fill material used at any location shall either be from on site or other borrow site as approved by the City. All fill materials, shall meet GDOT Specification 209-Subgrade Construction (attached here). All areas to receive fill shall meet GDOT Specification 209-Subgrade construction (attached here).
- Temporary or permanent closure of sidewalk (including roadway lane closures), should they be required, must be pre-approved by the City. Appropriate sidewalk closure signage must meet Manual on Uniform Traffic Control Devices (MUTCD) requirements at a minimum if allowed. Lane Closures will only be allowed between the hours of 9 am and 3 pm Monday through Friday if necessary. Contractor shall follow all Georgia Department of Transportation rules and regulations for lane closure if applicable. Additionally, existing sidewalk must be maintained for pedestrians at all times.
- In the event that any additional suspect asbestos containing materials are uncovered during the demolition activities at each property, the Contractor shall suspend activity and immediately notify the City. The city or its representatives shall make the final determination regarding the presence of asbestos-containing materials.
- Grading and earthwork in the structure foot print should be limited to the areas specified on the included demolition plans. Erosion control measures should be installed exactly per the plans prior to beginning demolition.

- The contractor will install seed and straw to stabilize the site per the plans. **The seed and straw shall not be applied to the site until the grading has been approved by the City and Maxis Engineering.**

There is no City furnished equipment to be used or installed by the Contractor.

Reference: A Limited Asbestos Survey has been completed for the site and has been included as an Appendix.

All utilities will be disconnected prior to demolition commencement. Any utilities remaining shall be dealt with in accordance with the demolition plan notes, capped at right of way.

EXHIBIT B
BID SCHEDULE
LUMP SUM

Hammond Drive Demolition

Project List	Item Cost
360 Hammond Drive	\$
390 Hammond Drive	\$
446 Hammond Drive	\$
524 Hammond Drive	\$
600 Hammond Drive	\$
630 Hammond Drive	\$
640 Hammond Drive	\$
660 Hammond Drive	\$
6038 Harleston Road	\$
6017 Kayron Drive	\$
6020 Gelenridge Drive	\$
Total Cost	\$

EXHIBIT C

**CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees;
and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

_____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

_____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT D

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Signature

Name: _____

Title: _____

EXHIBIT E

**AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: _____ Date: _____

Printed _____

Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT F

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT G

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. **Fidelity Bond (Employee Dishonesty)** in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the

Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- a. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- b. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- c. Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

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

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

EXHIBIT H
TO CONTRACT AGREEMENT
SPECIAL PROVISIONS
NOT APPLICABLE

EXHIBIT I
TO CONTRACT AGREEMENT
NOTICE TO CONTRACTORS
COMPLIANCE WITH ELECTRICAL SAFETY PROVISIONS
(Bidder to sign and return)

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____,
_____, and I further certify that:

- (1) The provisions of Section 46-3-30 of the Official Code of Georgia Annotated, relating to the "High Voltage Safety Act" will be complied with in full; and
- (2) The provisions of OSHA 29CFR1910.333(c) relating to work near high voltage power lines; and
- (3) The provisions of Part 4 of the National Electrical Safety Code.
- (3) The Contractor shall be required to ensure that each subcontractor hired is in compliance with the provisions listed above.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT J
TO CONTRACT AGREEMENT
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

**EXHIBIT K
TO CONTRACT AGREEMENT
EVERIFY AFFIDAVIT**

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT L
TO CONTRACT AGREEMENT
CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of ____ Georgia _____.

This _____ day of _____, 2020.

(Seal)

(Signature)

**EXHIBIT M
TO CONTRACT AGREEMENT
ADDENDUMS**

**EXHIBIT N
TO CONTRACT AGREEMENT
SUBCONTRACTORS
LIST OF SUBCONTRACTORS**

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: _____

**EXHIBIT O
BONDS
TO CONTRACT AGREEMENT**

**BID BOND
(BID BOND TO BE RETURNED WITH BID)**

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor)_____

(Address of Contractor) at _____

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia
1 Galambos Way, Sandy Springs, Georgia 30328

herein after referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs, Georgia, a proposal for furnishing materials, labor and equipment for:

Hammond Drive Demolition

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Sandy Springs, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Sandy Springs, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Sandy Springs, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to

comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Sandy Springs, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia
1 Galambos Way, Sandy Springs, Georgia 30328

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

_____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for:

Hammond Drive Demolition

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and

agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed hereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. § 36-91-1 et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST BY:

Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)
(Seal)
(Address)

(Witness as to Surety)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia
1 Galambos Way, Sandy Springs, Georgia 30328

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of

_____ Dollars (\$_____) in

lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract hereto attached, with the Obligee, dated _____ for:

5280 North Powers Ferry Road Phase 1 Streambank Repair and Culvert Replacement

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE A CONTRACT WITH COMPLETE DEMOLITION SERVICES, LLC, FOR THE DEMOLITION OF 11 PROPERTIES ALONG HAMMOND DRIVE, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE CONTRACT

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has received a bid from Complete Demolition Services, LLC, for demolition of 11 properties along Hammond Drive, Sandy Springs, Fulton County, Georgia, and

WHEREAS, upon adoption of this Resolution, City of Sandy Springs Public Works Department staff will manage all applicable phases of the construction contract.

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

That the City Manager execute a contract in the amount of \$185,650.00 with the selected contractor, Complete Demolition Services, LLC, for Demolition of 11 Properties along Hammond Drive, Sandy Springs, Fulton County, Georgia.

RESOLVED this the 6th day October, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Lia Jones, Interim City Clerk
(Seal)



Listed for Demolition



City Owned Properties

28 Properties Acquired
(11) Listed for Demolition
(4) Rentals to Public Safety
(13) Vacant Lots