



SANDY SPRINGS

GEORGIA CITY COUNCIL

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, December 1, 2020

Regular Meeting Agenda

Following Work Session

The December 1, 2020 City Council Meetings will be held virtually.

Live-stream: Sandy Springs Facebook: <https://www.facebook.com/SandySpringsGA/>
Zoom Webinar: <http://spr.gs/mcc1212020>

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: 862 5892 4126

Public Comment: Public Comment Cards may be submitted online: <http://spr.gs/pm>

- I. Call to Order** - Mayor Rusty Paul
- II. Roll Call and General Announcements** - City Clerk
- III. Pledge of Allegiance** - Mayor Rusty Paul
- IV. Public Comment**
- V. Approval of Meeting Agenda**
- VI. Consent Agenda**
 - A. 2020-311 Meeting Minutes**
 - November 17, 2020 City Council Work Session
 - November 17, 2020 City Council Regular Meeting

VII. Presentations

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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VIII. Public Hearing

IX. New Business

- A. **2020-312** Presentation of Award Designating Sandy Springs as a PlanFirst Community, 2021-2023, and Request for Mayor and City Council Consideration of the Related Memorandum of Agreement Between the Georgia Department of Community Affairs and the City of Sandy Springs
(Presented by Alexandra Horst, Planner II, & Ebony Simpson, Georgia Department of Community Affairs)
- B. **2020-313** Request for Mayor and City Council Consideration of a Resolution to Approve a Subgrant Agreement with the Atlanta Regional Commission for the 2019 Regional Transportation Plan, Transportation Improvement Program; to Authorize The City Manager to Execute Same; and For Other Purposes
(Presented by Kristen Wescott, Traffic / Transportation Unit Manager)
- C. **2020-314** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property that lies within Land Lot 384 of the 6th District of Fulton County, Georgia
(Presented by William H. Martin Jr., AIA, Public Works Director)
- D. **2020-315** Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property that lies within Land Lot 383 & 384 of the 6th District of Fulton County, Georgia
(Presented by William H. Martin Jr., AIA, Public Works Director)
- E. **2020-316** Request for Mayor and City Council Consideration of Agreement to Purchase Fee Simple Right of Way and Permanent Construction and Maintenance of Slopes Easement on property that lies within Land Lot 205 of the 17th District
(Presented by William H. Martin Jr., AIA, Public Works Director)
- F. **2020-317** Request for Mayor and City Council Consideration of a Resolution to Approve a Master Services and Purchasing Agreement with Axon Enterprise, Inc. for Body Camera Equipment, Accessories and Services for the City of Sandy Springs Police Department; and Authorization for the City Manager to Execute the Agreement
(Presented by Keith Zgonc, Deputy Police Chief)

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X. Reports

- A. **2020-318** Mayor and Council Report
- B. **2020-319** Staff Reports

XI. Executive Session

- A. **2020-320** Real Estate

XII. Adjournment

XIII. Public Comments Received

- A. December 1, 2020 City Council Meeting Public Comments

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.



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Alexandra Horst, Planner II, & Ebony Simpson, Georgia Department of Community Affairs

DATE: November 5, 2020 Submission for the December 1, 2020 Meeting

ITEM: Presentation of Award Designating Sandy Springs as a PlanFirst Community, 2021-2023, and Request for Mayor and City Council Consideration of the Related Memorandum of Agreement Between the Georgia Department of Community Affairs and the City of Sandy Springs

Recommendation:

Staff recommends approval of the Memorandum of Agreement Between Georgia Department of Community Affairs and the City of Sandy Springs.

Background:

The City of Sandy Springs applied for and received from the Georgia Department of Community Affairs (DCA) designation as a PlanFirst Community, 2021-2023. The designation was formally announced at DCA's Fall Conference on October 7, 2020.

Discussion:

The Georgia Department of Community Affairs' (DCA's) PlanFirst program "recognizes excellence in community planning" and "exemplary planning implementation" and "rewards communities that clearly demonstrate an established pattern of successfully implementing their Local Comprehensive Plan."

The Memorandum of Agreement is effective January 1, 2021 until December 31, 2023, and identifies benefits of the PlanFirst designation and the City's responsibilities.

Financial Impact:

Financial benefits of the PlanFirst designation include:

- Access to Georgia Environmental Financing Authority (GEFA) state loans at an interest rate that is reduced by 50 basis points, or 1/2 percent;
- 100 basis point reduction, or 1%, for loans through the Employment Incentive Program;
- 100 basis point reduction, or 1%, for loans through the Redevelopment Fund Program;
- 100 basis point reduction, or 1%, for loans through the Downtown Development Revolving Loan

- Fund Program; and
- Free attendance at any Community Planning Institute event for up to 2 community representatives.

Alternatives:

Mayor and City Council could choose not to sign the Memorandum of Agreement Between Georgia Department of Community Affairs and the City.

Attachments:

1. PlanFirst 2021-2023 Certificate
2. PlanFirst Designation Letter
3. DCA Press Release
4. PlanFirst One-Pager
5. Memorandum of Agreement



City of Sandy Springs

is hereby recognized for exemplary planning implementation
and to certify that they have met the requirements for designation as a

PlanFirst Community
2021 - 2023

Christopher Nunn

Christopher Nunn, Commissioner

September 4, 2020

Honorable Rusty Paul
Mayor, City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

Dear Mayor Paul:

Congratulations! I am pleased to announce that the City of Sandy Springs has been designated a 2021 **PlanFirst** Community by the Georgia Department of Community Affairs.

The **PlanFirst** designation will last for three (3) years: January 1, 2021 until December 31, 2023. This designation recognizes your hard work and successful comprehensive plan implementation, and acknowledges your community's commitment to identifying opportunities and setting the goals to move your community forward.

Your designation will be announced during the awards ceremony which will be held during the virtual DCA Conference. The conference is October 5-8, 2020. The agenda will be available next month. Ebony Simpson, the DCA Planning Outreach & Training Coordinator, will forward pertinent information to you as it is released.

Tentatively, the official **PlanFirst** designation ceremony will occur at the State Capitol in February/March 2021. At this Capitol event, we will present you with your **PlanFirst** award, which we hope you will prominently display. You will receive additional information about this event in Atlanta in the coming months.

Ebony Simpson will be contacting you to make arrangements that will ensure you receive your PlanFirst certificate. She will also review the *Memorandum of Agreement*, which will specify program benefits and responsibilities that accompany the **PlanFirst** designation. If you have any additional questions or concerns, you can contact her at 912-663-9865 or by email at ebony.simpson@dca.ga.gov.

The **PlanFirst** designation also enables you to take advantage of the various incentives, including:

- *Annual CDBG application eligibility for non-entitlement communities meeting certain criteria;*
- *Bonus points on applications for DCA programs as EIP, DDRLF, and Redevelopment Fund;*
- *A reduced interest rate on certain Georgia Environmental Financing Authority (GEFA) loans; and*
- *Complimentary registration for 2 attendees at DCA Community Planning Institute (CPI) events. You are encouraged to attend one CPI.*

Once again, congratulations! I commend you on the efforts that have led to this designation. The City of Sandy Springs is an example for all Georgia communities in its creation of a robust vision of its future and maintenance of an active strategy for implementing that vision. This is a well-deserved acknowledgement of successful planning and implementation, and we look forward to working with you.

Sincerely,



Tyler Reinagel, Ph.D.
Director, Office of Planning and Research

CC: Andrea Surratt, City Manager
Kristin Byars Smith, Assistant City Manager
Ginger Sottile, Director of Community Development
Alexandra Horst, Planner II
John VanBrunt, DCA Regional Representative
Sam Shenbaga, ARC
Jared Lombard, ARC
Ebony Simpson, DCA Planning Outreach and Training Coordinator

TR/ES

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FOR IMMEDIATE RELEASE

Contact:

Davia Rose Lassiter

Director, Marketing & Communications

Davia.Lassiter@dca.ga.gov

Three Georgia cities recognized for effective comprehensive planning

Seven additional communities renew PlanFirst designation

ATLANTA (October 8, 2020) – Several Georgia communities, ranging from metro Atlanta to rural Georgia, have received statewide distinction in the [PlanFirst](#) program, which recognizes excellence in community planning. PlanFirst, a Georgia Department of Community Affairs (DCA) program, recognizes and rewards communities that clearly demonstrate an established pattern of successfully implementing their Local Comprehensive Plan.

Bainbridge, Cornelia, and Sandy Springs have each achieved “PlanFirst” designation for 2021-2023. In addition, the following seven communities renewed their PlanFirst designation for 2021-2022: Adel, Perry, Thomasville, Tifton, Vienna, Woodstock, and Jones County. Designated communities are eligible for technical assistance, as well as bonus points and enhanced eligibility for certain DCA funding opportunities.

“DCA applauds local leadership in these PlanFirst communities and is pleased to recognize those who have sustained quality, long-range planning and plan execution,” said Commissioner Christopher Nunn.

To apply for PlanFirst, communities are required to address four primary program criteria focused on having a proven record of plan implementation success: goals, leadership, community participation and implementation. The designation is for three years – beginning January 1, 2021 – and enables these communities to take advantage of various incentives that include public recognition, eligibility for specified grant opportunities, and certain reduced interest loans.

The next deadline for applications is May 15, 2021. The Department of Community Affairs developed the program with a steering committee comprised of partners including the [Georgia Municipal Association](#), [Association County Commissioners of Georgia](#), [Georgia Planning Association](#), [Regional Commissions](#), [University of Georgia Archways program](#), and other state agencies including the [Georgia Environmental Finance Authority](#), [Historic Preservation Division](#), and [Environmental Protection Division](#).

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About the Department of Community Affairs

The Georgia Department of Community Affairs (DCA) partners with communities to build strong and vibrant neighborhoods, commercial and industrial areas through community and economic development, local government assistance, and safe and affordable housing. Using state and federal resources, DCA helps communities spur private job creation, implement planning, develop downtowns, generate affordable housing solutions and promote volunteerism. DCA also helps qualified Georgians with low and moderate incomes buy homes, rent housing and prevent foreclosure and homelessness. For more information, visit www.dca.ga.gov.

PLANFIRST



Background

This Georgia Department of Community Affairs (DCA) program recognizes and rewards communities that clearly demonstrate an established pattern of successfully implementing their Local Comprehensive Plan. The PlanFirst designation is awarded to local governments on an individual basis. The program is not about having a big comprehensive plan, but about taking that comprehensive plan and putting it to good use for the benefit of the community.

What Are the Benefits?

PlanFirst designation brings significant recognition and rewards, including eligibility* for the package of incentives listed below:

- Statewide recognition as being an exemplary PlanFirst community
- The ability to apply for Community Development Block Grant (CDBG) funding annually during the designation period
- Bonus points on DCA programs such as the Redevelopment Fund, Employment Incentive Program, and the Downtown Revolving Loan Fund
- Hands-on assistance from DCA staff to help implement community work program activities

*Governments designated as PlanFirst are required to maintain their Service Delivery Strategies in order to take advantage of the benefits from the State offered as PlanFirst incentives

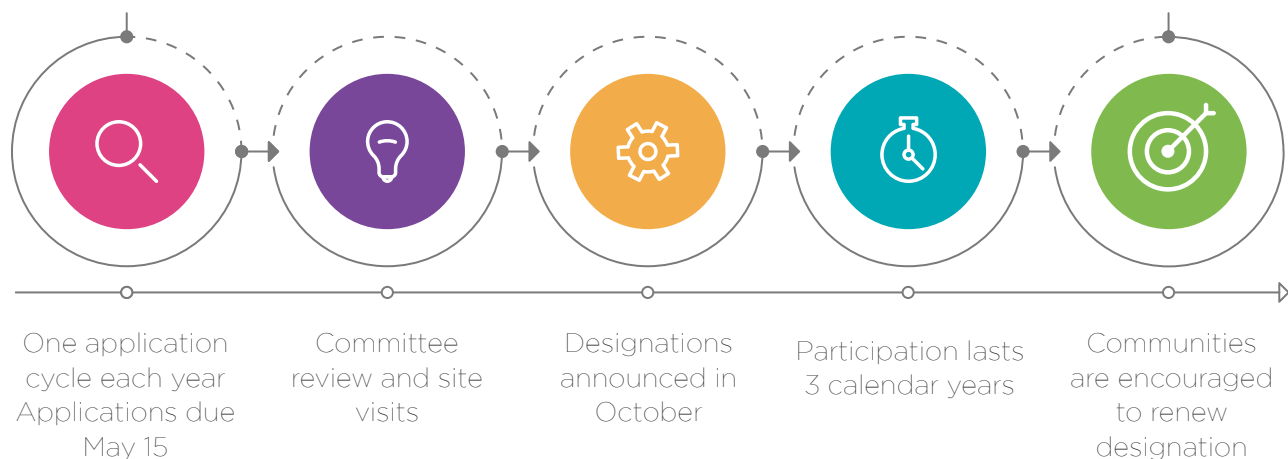
What Are the Requirements?

- History of public involvement with development of the plan
- Active engagement in plan implementation
- Proven progress with achieving the community's stated vision or goals
- Qualified Local Government (QLG) with up-to-date mandated surveys
- Met Regional Commission's minimum performance standards

Learn More:

Visit our website at www.dca.ga.gov

What Is The Process?



**Multiple governments within a county that plan jointly must apply for PlanFirst separately.*

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
PLANFIRST PROGRAM**

MEMORANDUM OF AGREEMENT

Between

Georgia Department of Community Affairs and the City of Sandy Springs

This Memorandum of Agreement is made and entered into effective January 1, 2021 by and between the Georgia Department of Community Affairs (DCA) and the **City of Sandy Springs**. Both Parties agree to enter into this cooperative arrangement to maintain the **City of Sandy Springs** designation as a PlanFirst Community for a three (3) year period, ending December 31, 2023.

I. Benefits and Activities

The following lists each of the benefits associated with the PlanFirst designation. The Parties intend to explore opportunities under each benefit.

- A. Three years of tools and support provided by DCA to help meet plan implementation goals;
- B. State-wide recognition for plan implementation successes;
 - Listed on the DCA's website
 - Listed on all PlanFirst outreach fliers
 - Listed on all PlanFirst presentations
 - Provided one plaque for the community to display
- C. Access to Georgia Environmental Financing Authority (GEFA) state loans at an interest rate that is reduced by 50 basis points, or ½ percent;
- D. HUD CDBG non-entitlement local governments are eligible to apply for State CDBG funding every year;
- E. 100 basis point reduction, or 1%, for loans through the Employment Incentive Program;
- F. 100 basis point reduction, or 1%, for loans through the Redevelopment Fund Program;
- G. 100 basis point reduction, or 1%, for loans through the Downtown Development Revolving Loan Fund Program;
- H. Free attendance at any Community Planning Institute event for up to 2 community representatives.

II. PlanFirst Community Responsibilities

The **City of Sandy Springs** agrees to carry out the following responsibilities in order to remain in good standing and thereby retain its PlanFirst Community designation:

- A. Continue to strive for planning excellence in all areas of comprehensive plan development and implementation;
- B. Participate in the PlanFirst program by supporting a staff member's participation as a PlanFirst Reviewer, for application review as well as on-site visits to applicant;
- C. When called upon, to participate as a presenter at a Community Planning Institute event;
- D. Submit a minimum of one plan implementation success story annually to the DCA Planning Success Stories and Best Practices web page at: <https://dca.ga.gov/local-government-assistance/planning/local-planning/local-planning-success-stories-best-practices>
- E. Maintain eligibility as a qualified local government (QLG) by having an approved Comprehensive Plan and Service Delivery Strategy and must be current on all required reporting to DCA. In the event of loss of QLG by a PlanFirst community, the incentives awarded by designation will be suspended until QLG is restored.
- F. Promulgate the comprehensive plan and foster local access to the plan by making it generally available through the community's website.

III. Amendments

This Memorandum of Agreement represents the entire agreement between the Parties. An amendment can be added to this agreement if it is presented in writing and signed by both Parties.

IV. Name and PlanFirst Community Identification Items

DCA agrees to allow the use of the PlanFirst program identification items by the **City of Sandy Springs** on/for any PlanFirst program activities, grant applications and related activities. The **City of Sandy Springs** acknowledges receipt of the PlanFirst program items and any additional products and agrees to use these items only for activities related to or affected by the PlanFirst program.

IV. Term and Termination

The Agreement is effective as dated above and shall expire December 31, 2023. DCA has the authority to terminate this agreement if the **City of Sandy Springs** does not continue to maintain compliance with program requirements. The Selected Community will receive a written notice that their designation has been thus removed and GEFA will be notified to return any affected loan percentage rates back to the current normal interest rate. In this eventuality, the community agrees to discontinue using any PlanFirst plaques displayed in their community.

V. Affirmation and Signatures

In witness whereof, the parties hereto have executed this instrument by the duly authorized persons from both parties and agree to enter into this cooperative arrangement.

Georgia Department of Community Affairs:

Christopher Nunn, Commissioner

Date

City of Sandy Springs:

Rusty Paul, Mayor

Date



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 December 1, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Approve a Subgrant Agreement with the Atlanta Regional Commission for the 2019 Regional Transportation Plan, Transportation Improvement Program; to Authorize The City Manager to Execute Same; and For Other Purposes

Recommendation:

Staff recommends entering into a subgrant agreement with the Atlanta Regional Commission (ARC) to accept federal funding for the Roswell Road/SR9/US19 Access Management Plan, as part of the Transportation Improvement Program (TIP).

Background:

The ARC periodically opens a call for projects to award federal funding to projects for inclusion in the long-range Regional Transportation Plan (RTP) and Transportation Improvement Program (TIP). The last ARC project solicitation was in 2017. The current project solicitation opened on August 12 and closes on October 11, 2019. For fiscal year (FY) 2021, ARC has estimated it has approximately \$9.5 million in Surface Transportation Block Grant, \$1.5 million in LCI Implementation, \$5.5 million in Transportation Alternatives, and \$8.7 million in Congestion Mitigation and Air Quality Program funds available for award during that time period.

The City of Sandy Springs submitted a proposal in October 2019 for funding to develop an access management plan on Roswell Road. The plan will identify access management improvements to reduce the frequency and severity of crashes along the corridor, while facilitating throughput of all modes of transportation. Several of the City's adopted plans have discussed high level improvements and design guidance for Roswell Road, but there is a need to identify access management treatments at specific locations along the corridor and a plan to implement them.

ARC announced the City's proposal was selected for FY20 funding in May 2020. ARC and GDOT are in the process of finalizing their contract regarding funding awarded for studies in FY20 and FY21. Once the contract is finalized, the subgrant agreement between ARC and the City of Sandy Springs will be executed and the City will have notice to proceed.

Discussion:

The Atlanta Regional Commission (ARC) administers the federal funding awarded as part of the Transportation Improvement Program. In order to accept the funding, the City of Sandy Springs is required to enter into a subgrant agreement with ARC. The agreement establishes the scope of services, procurement processes, and subcontracting requirements.

The subgrant agreement must be signed prior to the City spending any funds on this project.

Financial Impact:

If the City approves the subgrant agreement, it will need to provide a funding match of a minimum of 20% of the total project cost. The City was awarded \$320,000, for a total project cost of \$400,000. The minimum required local match would be \$80,000. The City has already set aside funding for this plan in FY21 so the project would not need any additional funding. Mayor and City Council approved the application with the local match requirement of up to \$80,000 at the September 17, 2019 meeting.

Alternatives:

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

Attachments:

1. City of Sandy Springs- SR 9 Access Management Plan- contract
2. Contract Forms
3. Roswell Road Access Management Study
4. Resolution

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 2020, by and between City of Sandy Springs, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

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

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

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

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before September 30, 2022.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$320,000.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the

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

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

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

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
10. Indemnification. To the extent permitted by law, the Subgrantee shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Subgrantee or any person employed by the Subgrantee.
11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

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

agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Director of the Center for Livable Communities as his agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
14. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.
15. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.
16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the

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

17. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
19. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
20. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.
21. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
22. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased

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

23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
25. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
26. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.
27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall

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

28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
29. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:
 - a. For all agreements:
 - i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

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

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

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

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

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

- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
- xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.
- d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

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

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

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

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

32. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
33. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

34. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.
35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
37. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such

appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

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

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

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

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

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

ATTEST:

CITY OF SANDY SPRINGS

By: _____

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

ARC Assistant Secretary

By: _____
Executive Director

By: _____
Chair

ATTACHMENT A

Scope of Work

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

006ETS- Regional Transportation Planning Study Program

II. Area covered: All the necessary services provided in this subgrant contract will support the development of an access management study along SR 9 (Roswell Road) corridor from the southern limits of the City of Sandy Springs to the Chattahoochee River. The study area limits may be modified if needed for logical termini purposes.

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

IV. Work Tasks:

This study will develop an access management plan for Roswell Road to improve safety and operations along the corridor. Other City of Sandy Springs' planning documents have identified high level improvements and design guidance for Roswell Road, but there is a need to identify access management treatments at specific locations along the corridor and a plan to implement them.

The project seeks to address the following:

- Frequency and spacing of driveways along Roswell Road;
- Spacing of signals along Roswell Road;
- Identifying countermeasures to reduce the crash rate of roadway segments along the corridor, specifically related to driveway access on both sides of the road;
- Pedestrian/bicycle access and how to better incorporate pedestrian/bicycle facilities;
- Existing congestion impacts on motor vehicles and transit buses; and
- Maintaining vehicle throughput and supporting ITS investment of adaptive signal timing.

The project will consider the corridor in segments and provide recommendations tailored to each segment through a thorough analysis. Multiple alternatives will be analyzed and the preferred alternative will be incorporated into an access management plan poised for implementation. This project will involve extensive stakeholder outreach and coordination.

Task 1 – Existing Conditions & Analysis

The existing conditions task will encompass a review of plans and projects, review of the field conditions, data collection, and data analysis. This analysis and findings will be documented in an existing conditions report.

- Conduct a detailed review of existing City plans, projects, and the development code to understand previous work in the corridor and specific guidance around access management in the City. Review and build upon the recommendations of these plans.
- Conduct a field review of the Roswell Road study corridor to better understand the corridor and ground truth the data. The field review will serve as the foundation for what actions may be practical and implementable.
- Analyze five years of crash data for major trends and identify issues at high crash intersections and mid-block locations specifically related to left-turning vehicles and driveway related crashes. Particular attentions will be paid to injury and fatal crashes and crashes involving vulnerable users such as bicyclists, pedestrians, and motorcyclists. This task will include crash diagrams for crashes at up to ten (10) locations.
- Conduct a traffic analysis to establish a baseline of existing and future traffic operations along Roswell Road. The analysis will include:
 - Data Collection. Turning movement counts, including bicyclists and pedestrians counts, will be collected at up to 55 intersections. Counts should be collected in the AM and PM peak hours for two weekdays and in the weekend peak hour on one weekend day. 24 hour tube counts (with classification counts) will be collected at up to twelve (12) locations.
 - A traffic operations analysis will be conducted to assess existing conditions (with and without the project) and future conditions (with and without the project) on Roswell Road. Three time periods should be analyzed: PM Peak, AM Peak, and Weekend Peak.
 - A signal warrant analysis and/or Pedestrian Hybrid Beacon (HAWK) signal analysis will be conducted at up to five (5) locations.
- Conduct an access management assessment. An access point inventory of all of the driveways and intersections along the study corridor will be compiled and the spacing between intersections will be evaluated. Driveways on the cross street that are located within 250 feet of an intersection with Roswell Road will also be included in the inventory. As part of this assessment, design issues related to access points in the study area will be identified.

Task 2– Public Involvement

The goal of this task is to develop a planning outreach process that promotes the involvement of all stakeholders in the study area. A concerted effort to reach out to senior, low-income and minority stakeholder populations should be made. The City and its consultants will be responsible for designing an effective and innovative public involvement program with input from ARC.

Project Management Team: The City shall establish a Project Management Team that includes, at a minimum, the City project manager, the consultant(s), a representative from GDOT and ARC. This team shall meet at least monthly (in-person or via conference call as appropriate) to

share information, discuss the study progress, and plan for upcoming meetings. The designated ARC project manager must be notified of all public meetings taking place.

Stakeholder and Public Engagement:

The outreach plan and schedule must be approved by the Project Management Team, and shall include outreach and coordination with targeted stakeholders and agency partners, as well as broad outreach to the public. Minimum requirements are as follows:

- Stakeholder Coordination and Outreach:
 - Outreach to key stakeholders, including property owners, business owners, schools, churches, residents and tenants adjacent to the study corridor. The format may include meetings (in person, phone or web-conference), focus groups and/or individual stakeholder interviews.
 - Agency coordination with GDOT, ARC and other agency partners as needed.
 - A demonstrable effort shall be made to include persons or organizations that are or represent low-income, minority, persons with disabilities, or other disadvantaged stakeholders within reasonable proximity to the proposed study area.
- Engagement with the public at large will include education on safety issues of the corridor and impacts of the preferred alternative; and seeking input on the preferred alternative. A minimum of two (2) public events shall be held and an online platform will be utilized to collect public feedback.
- Project information will be uploaded to a project website (hosted by the City or the consultant) to provide basic project information to the public, and shall include project materials, meeting summaries, and alternatives being considered, and shall provide the opportunity to leave feedback. Project information and opportunities for input should also be shared on social media.

Task 3 – Alternatives Development & Evaluation

An alternative concept will be developed for the corridor based on the findings from existing conditions and public outreach.

- Alternatives Development. The alternative will consist of treatments identified for specific locations along the corridor. Proposed alternatives will be developed using the most recent best practices per national research. The corridor will be divided into four segments during the development of the alternatives. The alternatives should be tailored to the context of each segment. The following treatments should be considered, but not limited to:
 - Install median/median openings (full access or directional)
 - Intersections improvements
 - Signalize intersections
 - Close/reconstruct/consolidate/relocate driveways (in coordination with property owners)
 - Access acquisition
 - Reconstruct driveway access
 - Eliminate closely spaced or off-set intersections
 - Locations for future street network/connections
 - Rear service roads

- Complete streets features
- Alternatives Evaluation. Alternatives may be developed and evaluated separately, or as part of an iterative process to culminate in a preferred alternative. Evaluation criteria include: Feasibility, Effectiveness, Operational Impacts, Multimodal Impacts, and Cost.
 - Feasibility assessment of the alternatives based on expected major impediments due to environmental factors, political concerns, utility relocation, and/or impacts to private property.
 - Evaluation of how well the alternatives improve safety, operations, and multimodal operations along the corridor.
 - Analysis of safety impacts based on the Highway Safety Manual and impact of crash reduction factors.
 - Analysis of traffic operations to determine operational impacts due to changes proposed by the alternative. This analysis will include a diverted trips assessment.
 - Qualitative discussion about how the alternative does or does not align with the Complete Streets components identified for the corridor as part of the “Next Ten” plan and Roswell Road Small Area Plan.
 - Cost estimate development for each alternative, including utility and right-of-way costs.

Task 4 – Access Management Plan

An access management plan will be prepared that identifies steps to implement the preferred alternative. Components of the plan will include a visualization of the preferred alternative, written recommendations report, and a funding plan. The plan will also include detailed cost estimates for each recommendation.

Task 5 – Prepare Project Deliverables

The following shall be developed and submitted to ARC in the format indicated below:

- Summary report that includes the study purpose and outline of the process, map of study area, a summary of public involvement, summary of findings from the traffic analysis, crash and safety analysis, and preferred and alternative concepts. Additional documentation and raw data may be attached as appendices, including:
 - Full traffic report including traffic counts, turning movements and other raw traffic data
 - Public Involvement documentation such as sign-in sheets, meeting flyers, agendas, summaries, photos, and compilation of public comments
 - Crash data
 - Any other raw data or documentation required
- Preferred and Alternative Plans

Format:

- Single combined PDF file of the final report document which includes the summary report, preferred alternative, and the remaining full documentation as appendices (as described above).
- In addition to the final report, please provide *individual* PDF files of each of the following:
 - Preferred alternative plan

- Traffic study
- One (1) printed final report document and appendices in 8.5"x11"
- A USB thumb drive containing electronic files in their original formats with supporting graphics and GIS or other data files (Word, Excel, InDesign, CAD, etc.).

ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in “Attachment A”) is \$400,000. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$320,000. All costs in excess of \$320,000 are to be paid by the Subgrantee.

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

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

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

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

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

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

Subgrantee’s final invoice and documents as described in “Attachment A, Task 5 – Prepare Project Deliverables” must be received by ARC no later than one month after the project

completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$320,000 and that the Subgrantee expressly agrees that they shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

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

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

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Director of Center for Livable Communities, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments hereto.

EXHIBIT B-1

Budget Estimate

Task 1 – Existing Conditions & Analysis	\$200,000
Task 2 – Public Involvement	\$75,000
Task 3 – Alternatives Development & Evaluation	\$85,000
Task 4 – Access Management Plan	\$25,000
Task 5 – Prepare Project Deliverables	<u>\$15,000</u>
Total Cost	\$400,000
ARC Share (80%)	\$320,000
Local Share (20%)	\$80,000

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 29, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. LOBBYING

As required by **Section 1352, Title 31 of the U.S. Code** (as implemented at 49 CFR Part 20), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Atlanta Regional Commission has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

E-Verify User Identification Number

Date of Authorization

Company Name

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

CONTRACTOR/VENDOR INFORMATION

Legal name & address of
entity with which
ARC is to contract:

If different from above-
Legal name of Payee:
Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page).

Legal entity status (please mark all that apply):

☐ Corporation ☐ Partnership ☐ Individual ☐ Sole Proprietor

☐ 501C3 ☐ 501C4 ☐ Other Non-profit (describe) _____

☐ State Government ☐ County/Local Government

Other(describe): _____

(Federal) Employer Identification Number: _____

OR

Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES NO

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES NO

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO

Minority or Women

If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$500,000 or more in a year in Federal awards?

YES NO

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____

Title: _____

Signature: _____

Date: _____

Roswell Road Access Management – Subgrant Agreement

December 1, 2020



SANDY SPRINGS™
GEORGIA

Atlanta Regional Commission (ARC) – TIP Solicitation

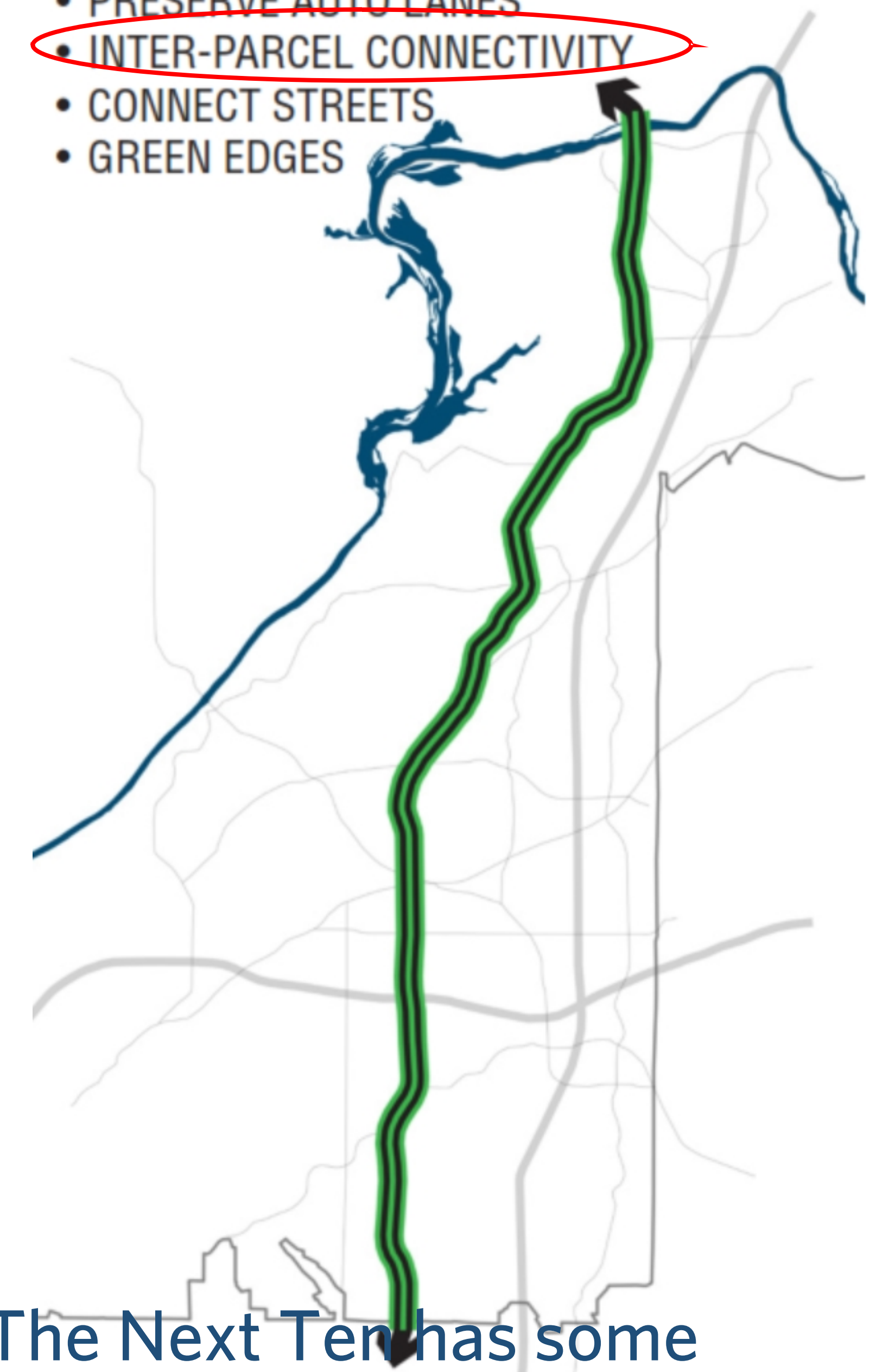
- What is the TIP Solicitation?
 - ARC managed grant application process.
 - Federal Funding
 - Sandy Springs applied for funding on October 9, 2019.
- 2019 Submitted Projects and Planning Studies
 1. Project: SR 400 Multi-Use Trail(TS201): ROW, Utilities, & Construction Phases
 - *ARC awarded Sandy Springs funding for ROW phase in July 2020.
 - *ARC only awarded funding for FY21 project phases. ARC anticipates awarding funding for future years by March 2021.
 1. Study/Plan: Roswell Road/SR 9 Access Management Plan
 - ARC awarded Sandy Springs \$320k in federal funds for plan in May 2020.

Roswell Road/SR 9 Access Management Plan

- Project: Plan to identify access management treatments at specific locations along the corridor and a plan to implement them. Examples on next slides.
- Project Limits : Roswell Road, within the City Limits
- Request: Planning Study - \$400,000
 - 80% Federal - \$320,000
 - **20% Local - \$80,000**
- Justification:
 - High Crash Corridor
 - Regional Significant Corridor for Vehicles
 - High Transit Use
 - Consistent with The Next 10 vision

CREATE A GREAT BOULEVARD ALONG ROSWELL ROAD

- LANDSCAPED MEDIAN
- PRESERVE AUTO LANES
- INTER-PARCEL CONNECTIVITY
- CONNECT STREETS
- GREEN EDGES



The Next Ten has some guidance for access management

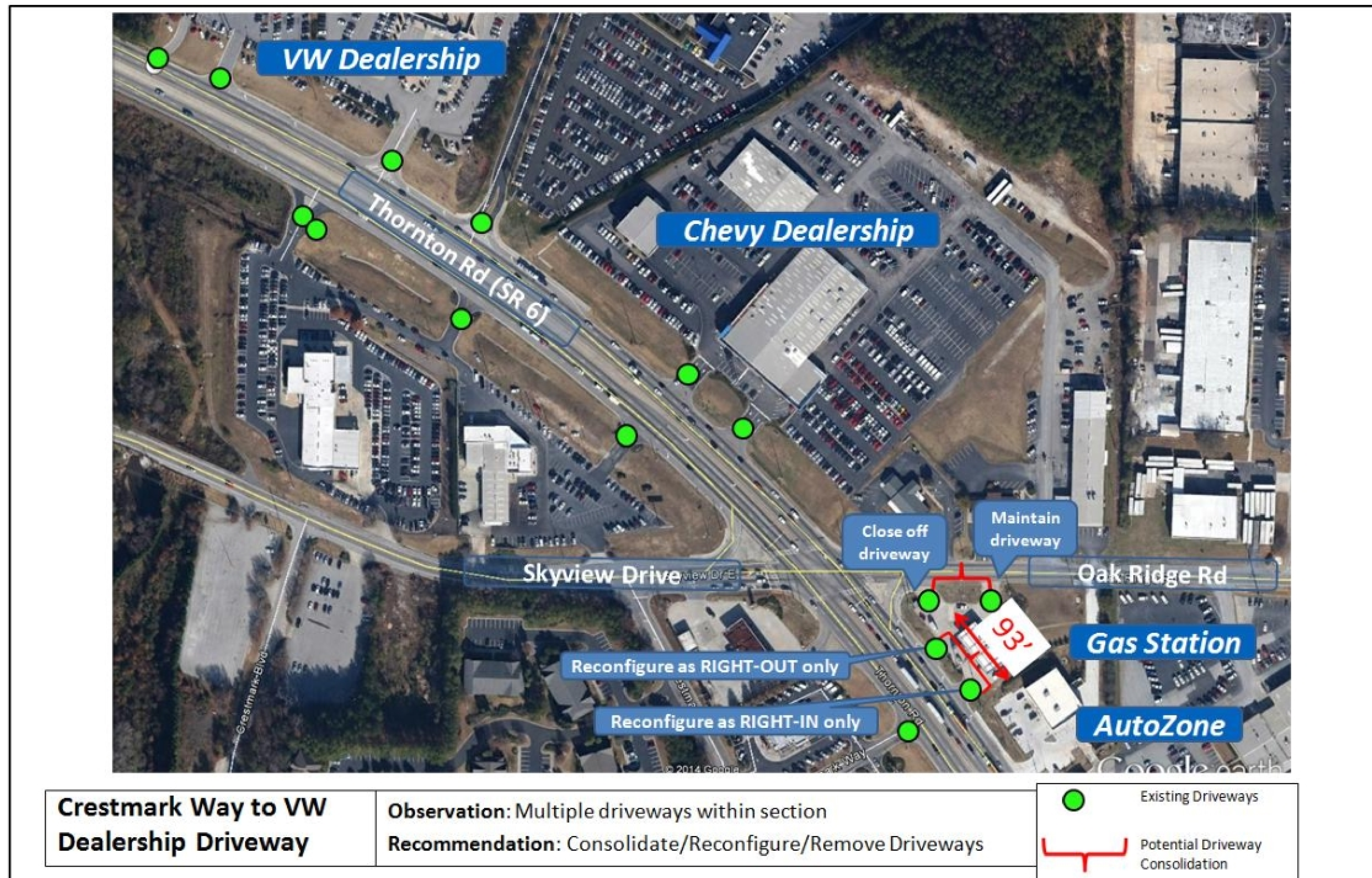
Example Elements in Access Management Plans

- Safety Analysis
- Traffic Operations Analysis
- Access Point Inventory
- Intersection Spacing Evaluation and Design Issues
- Concept Development
- Impacts Analysis
- Preferred Alternative Concept
- Implementation Plan

Example Improvements from SR 6 Access Management Study (2015)



Example Improvements from SR 6 Access Management Study (2015)



Next Steps

- Request for Council Approval & Resolution to enter into subgrant agreement with the Atlanta Regional Commission (ARC)
- ARC and GDOT finalize agreement.
- Anticipated release of RFP for consulting services in January/February 2021.

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A SUBGRANT AGREEMENT WITH THE ATLANTA
REGIONAL COMMISSION FOR THE 2019 REGIONAL TRANSPORTATION PLAN,
TRANSPORTATION IMPROVEMENT PROGRAM; TO AUTHORIZE THE
CITY MANAGER TO EXECUTE SAME; AND FOR OTHER PURPOSES**

WHEREAS, the Atlanta Regional Commission provides the Transportation Improvement Program Solicitation every two (2) years; and

WHEREAS, the City of Sandy Springs (“City”) submitted a proposal for the Roswell Road Access Management Plan (“project”) to the 2019 cycle of the Transportation Improvement Program Solicitation on October 9, 2019; and

WHEREAS, the Atlanta Regional Commission awarded the City federal funding for the project for FY 2020 in May 2020;

WHEREAS, the Atlanta Regional Commission administers the federal funding for the Transportation Improvement Program, and as such, requires the City to use the funds to complete a certain scope of work, as described in the subgrant agreement;

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

1. That the attached subgrant agreement with the Atlanta Regional Commission for the 2019 TIP Solicitation for the Roswell Road Access Management Plan is hereby approved.
2. That the City commits to provide local matching funding of twenty percent (20%) of up to \$80,000.00, for a federal grant match of up to \$320,000.00 (eighty percent (80%)) for a total of \$400,000.00 for project implementation.
3. That the City Manager is hereby authorized to execute the attached subgrant agreement, subject to such minor revisions as the City Manager and the City Attorney deem necessary to effectuate the intent of this resolution.
4. That the City Manager and the City Attorney are hereby authorized to take such further actions as may be necessary to effectuate the intent of this resolution.

RESOLVED this the 1st day of December, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: November 16, 2020 Submission for the December 1, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property that lies within Land Lot 384 of the 6th District of Fulton County, Georgia

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 384 of the 6th District, Fulton County, Georgia. The property owner is Nazi Hamedanchi, located at 1435 Spalding Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 819.77 square feet of Fee Simple Right of Way and 4,487.81 square feet of Temporary Construction Easement on the Hamedanchi property is necessary in order to construct the TS-169 Dunwoody Club Drive Sidewalk Project. An amicable settlement was reached with the property owner on the acquisition of the required rights of way needed to construct the project.

Discussion:

Staff was able to negotiate an amicable settlement of \$35,800.00 with the property owners. The settlement includes compensation for a temporary relocation of a fence during the project's construction as well as a final relocation once the project is complete. The City's appraised fair market value offer (including one fence relocation) was \$32,600.00.

Financial Impact:

The proposed settlement is \$35,800.00 and is considered to be justified and reasonable.

Alternatives:

N/A

Attachments:

1. Aerial Map
2. GIS Map

3. P#3 Hamedanchi Executed Agreement (2)
4. RESOLUTION



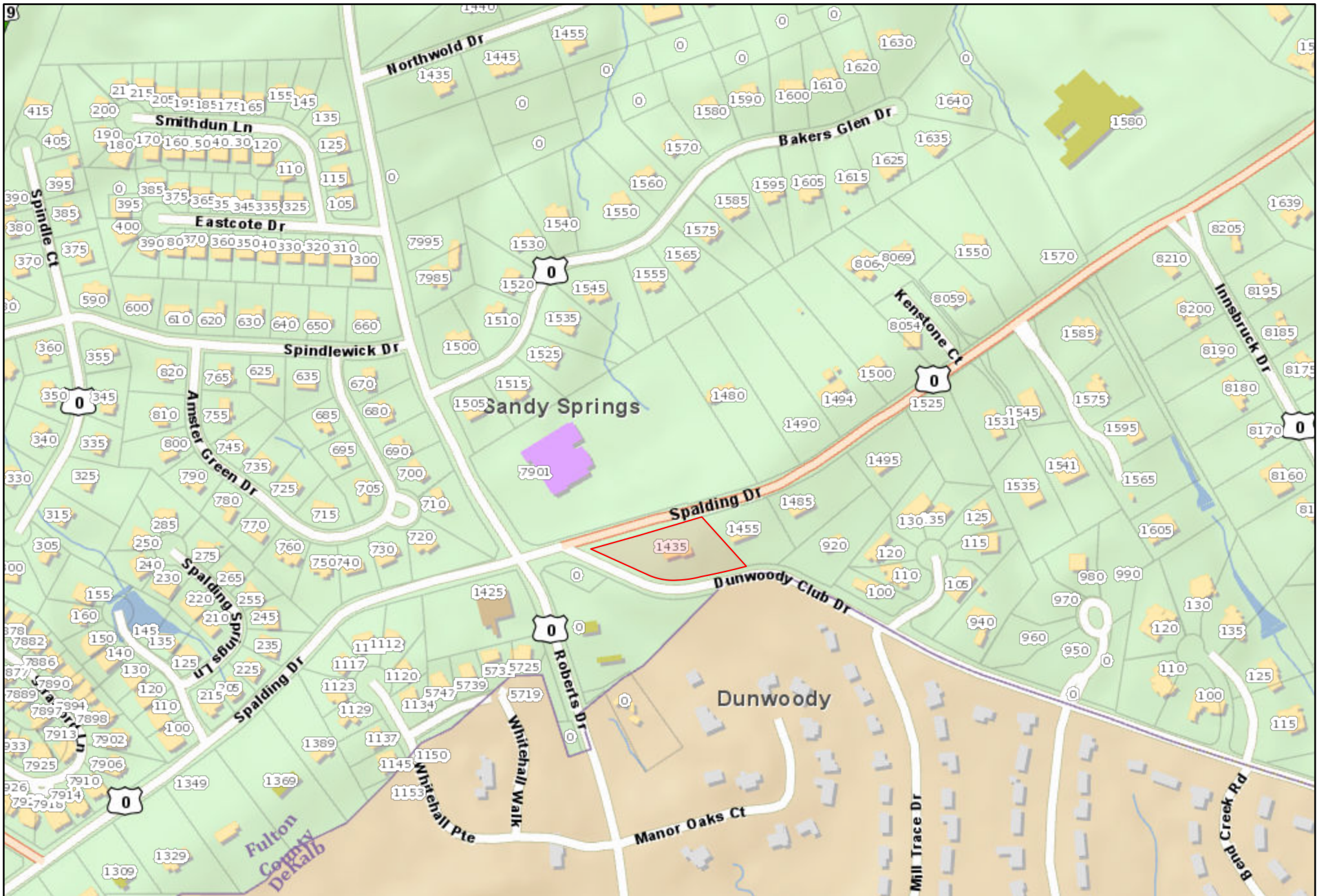
TS-169 P#3 Hamedanchi Agreement to Purchase

Date: 11/13/2020
Map Size: 8.5x11 (LETTER)



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TS-169 P#3 Hamedanchi Agreement to Purchase

Date: 11/13/2020
Map Size: 8.5x11 (LETTER)



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AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 384 of the 6th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

For the sum of \$35,800.00, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and/or easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and Exhibit "B".

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

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

819.77 sf
4,487.81 sf

**Fee Simple Right of Way
Temporary Construction Easement**

- 3) Any and all applicable Temporary Easements will expire upon the sooner of two (2) years from the date of granting such easements or completion of and final acceptance of said project by the City of Sandy Springs Public Works Department.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) This Agreement shall not be binding until approved by the City Council of Sandy Springs, Georgia
- 6) Special Provisions, if any, are listed on Exhibit "C", which will be attached hereto and incorporated herein by reference.

Witness my hand and seal this 27th day of October, 2020.

Signed, Sealed and Delivered in the presence of:


Witness Eva Cawan

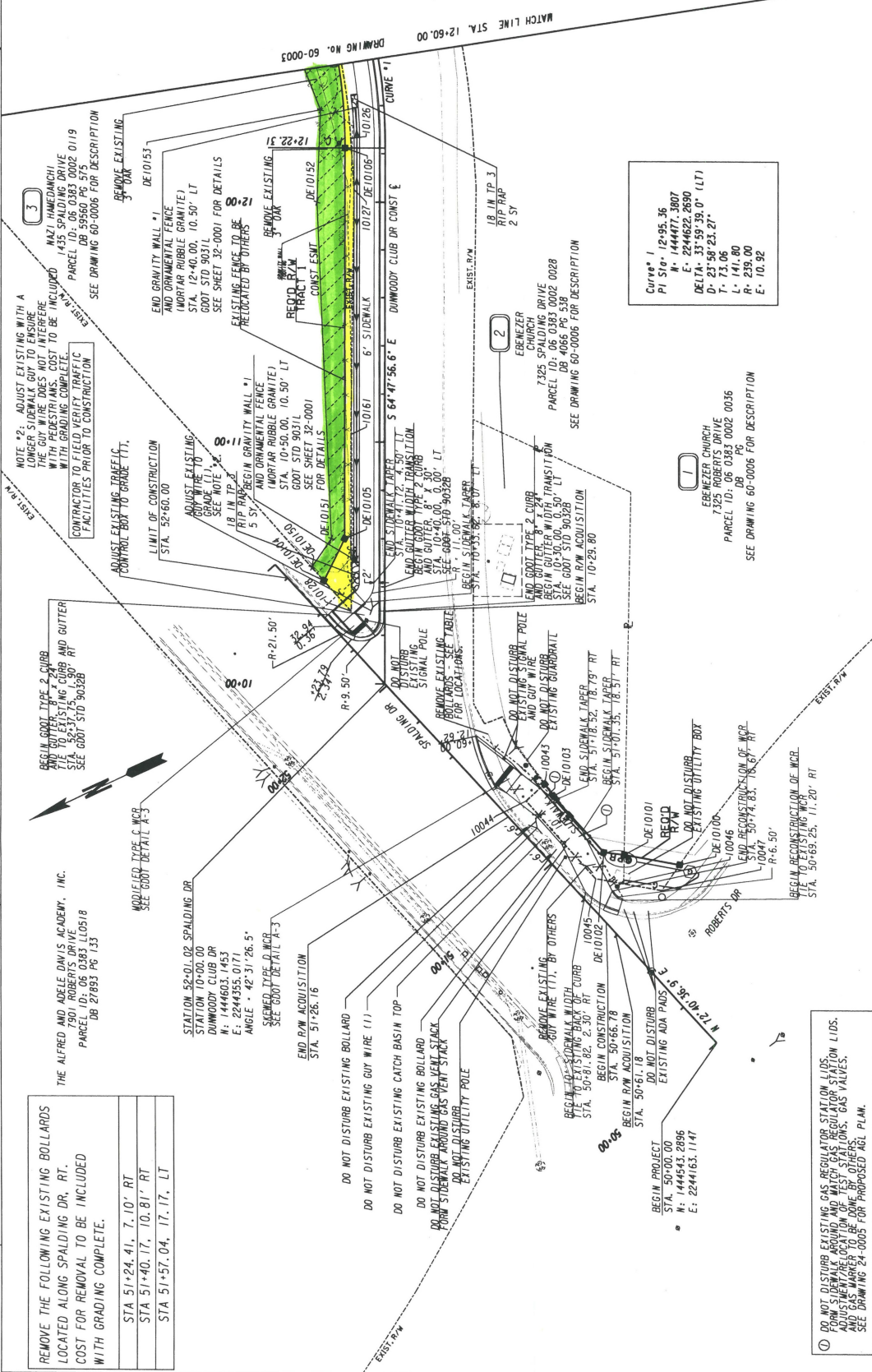

Notary Public
Hak Khong
10-27-2020

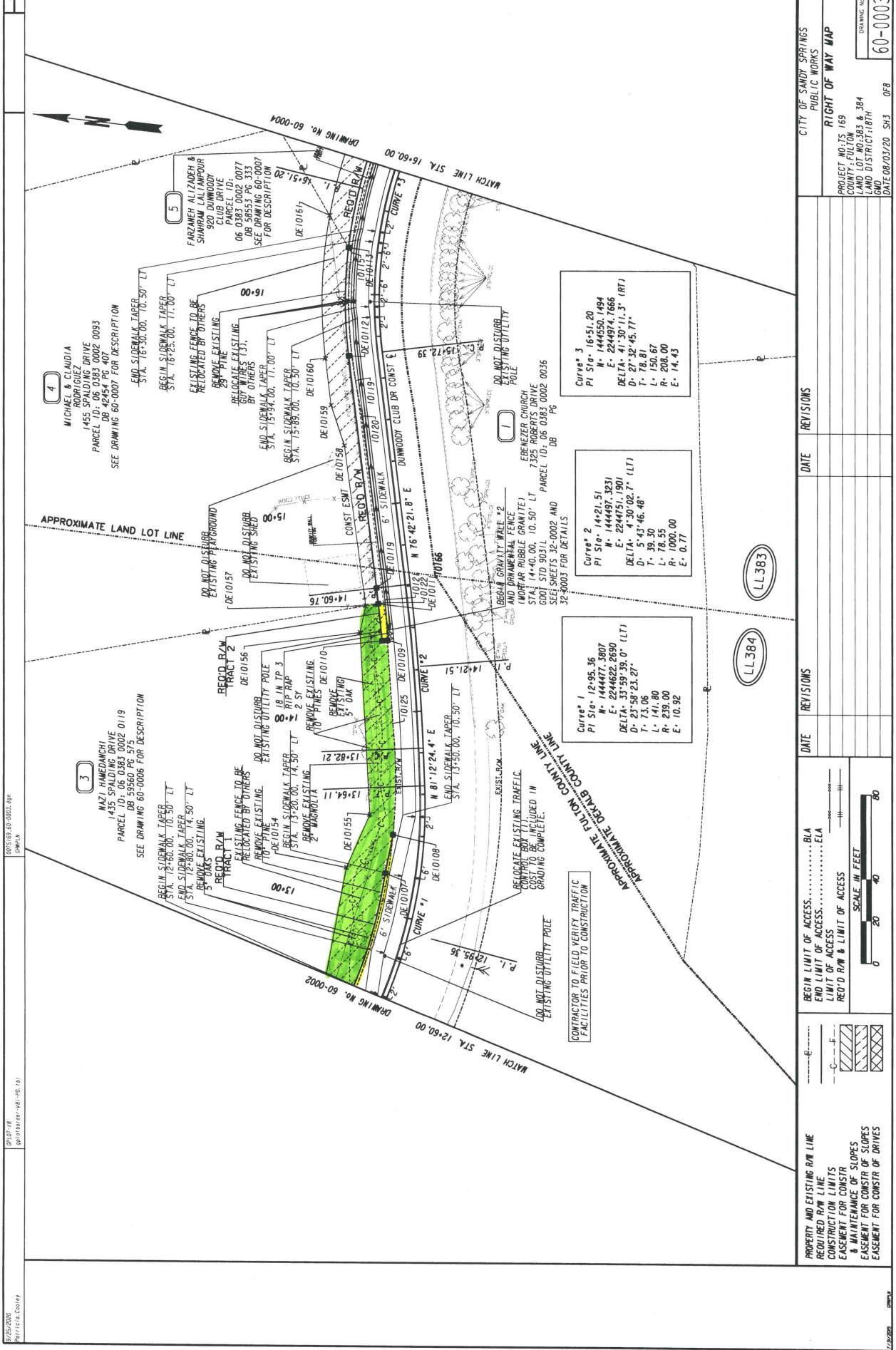



NAZI HAMEDANCHI (L.S.)

REMOVE THE FOLLOWING EXISTING BOLLARDS
LOCATED ALONG SPALDING DR, RT.
COST FOR REMOVAL TO BE INCLUDED
WITH GRADING COMPLETE.

STA 51+24.41, 7.10' RT
STA 51+40.17, 10.81' RT
STA 51+57.04, 17.17, LT

[illegible]



PARCEL 3 - TEMP ESMT REQ'D TEMP. ESMT. DE120
NAZI HANDEDACHI

[illegible]

CHORD BEAR = N 79°45'03.0° W
 LNTH CHORD = 105.58
 RADIUS = 269.78

DUNWOODY CLUB BASELINE
DUNWOODY CLUB BASELINE
DUNWOODY CLUB BASELINE
DUNWOODY CLUB BASELINE

LNTN CHORD = 53.10
RADIUS = 269.78
DEGREE = 21°14'17.2"
DE/10/08 14.74 L 13°40.00
DE/10/07 16.50 L 13°22.00
ARC LENGTH = 90.95 L
CHORD BEARS = 16.30 32.1° W
LNTN CHORD = 90.2
RADIUS = 222.50
DE/GREE = 25°45'05.3"
DE/10/06 16.50 L 12°22.31
DE/10/05 16.50 L 10°60.00
DE/10/04 25.00 L 10°42.50
HEAD EASST AREA = 4487.81 SF
RECD EASST AREA = 0.105 AC

[illegible]

CITY OF SANDY, UT PUBLIC WORKS	RIGHT OF WAY
	PROJECT NO.: 169
	COUNTY FOLIO:
	TOWNSHIP:
	LAND DISTRICT: 18TH
	GMD: _____

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE
RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT ON
PROPERTY OCATED IN LAND LOT 384 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 an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement by the City of Sandy Springs for property located at 1435 Spalding Drive owned by Nazi Hamedanchi in Land Lot 384 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 TS-169 Dunwoody Club Drive Sidewalk Project, the City approves the acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located in Land Lot 384 of the 6th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 1st day of December, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: November 16, 2020 Submission for the December 1, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property that lies within Land Lot 383 & 384 of the 6th District of Fulton County, Georgia

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on that tract of land lying and located in Land Lot 383 & 384 of the 6th District, Fulton County, Georgia. The property owners are Michael and Claudia Rodriguez, located at 1455 Spalding Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 410.68 square feet of Fee Simple Right of Way and 1,594.41 square feet of Temporary Construction Easement on the Rodriguez property is necessary in order to construct the TS-169 Dunwoody Club Drive Sidewalk Project. An amicable settlement was reached with the property owner on the acquisition of the required rights of way needed to construct the project.

Discussion:

Staff was able to negotiate an amicable settlement of \$23,262.00 with the property owners. The settlement includes compensation (based on a \$3,962.00 estimate that the owners provided) for a temporary relocation of a fence during the project's construction as well as a final relocation once the project is complete. The owners lease the property to a family with children and pets therefore the temporary fence is required. The City's appraised fair market value offer (including one fence relocation) was \$19,300.00.

Financial Impact:

The proposed settlement is \$23,262.00 and is considered to be justified and reasonable.

Alternatives:

N/A

Attachments:

1. Aerial Map
2. GIS Map
3. P#4 Rodriguez Executed Agreement
4. RESOLUTION



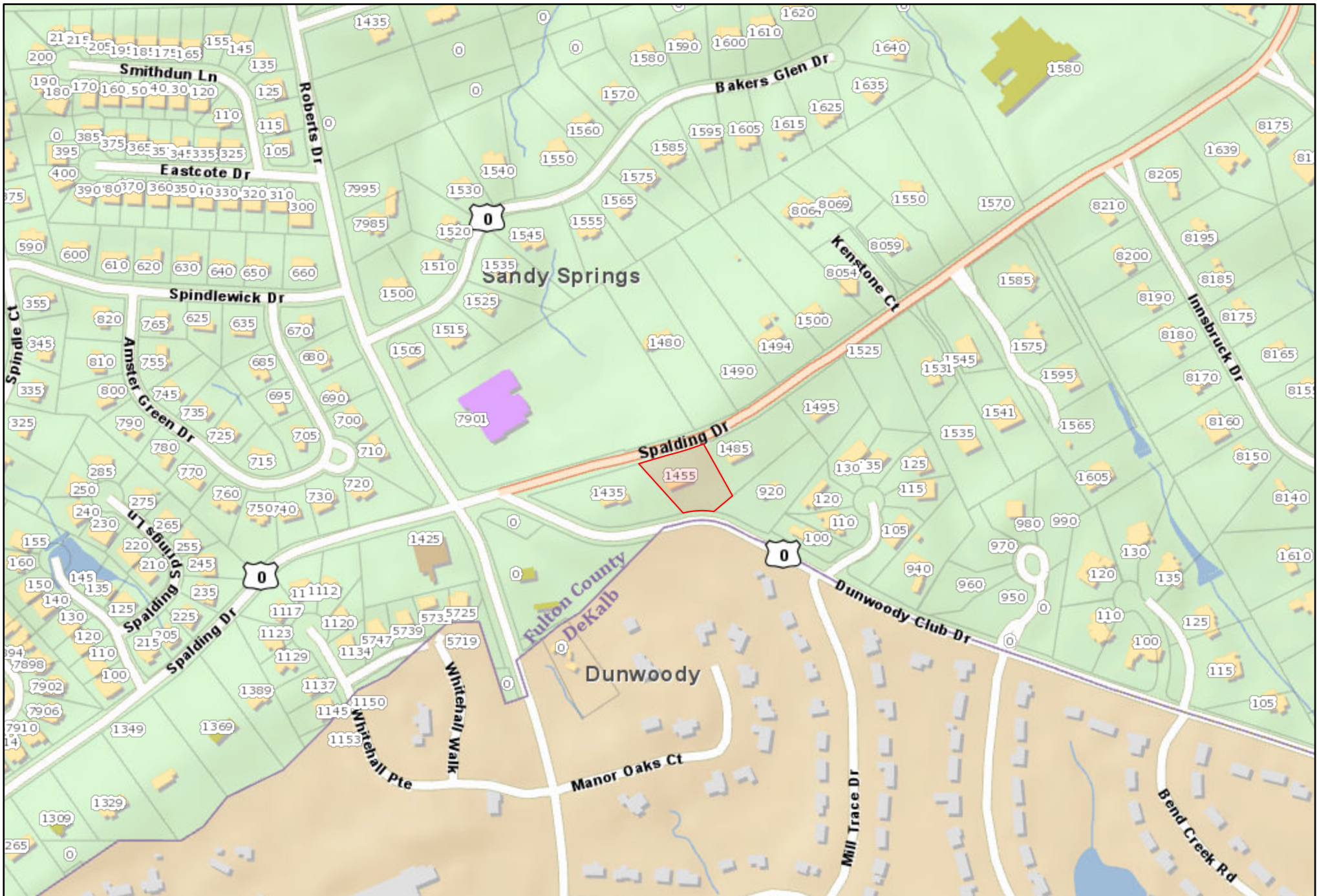
TS-169 P#4 Rodriguez Agreement to Purchase

Date: 11/13/2020
Map Size: 8.5x11 (LETTER)



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Date: 11/13/2020
 Map Size: 8.5x11 (LETTER)



TS-169 P#4 Rodriguez Agreement to Purchase

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



AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 383 & 384 of the 6th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

For the sum of \$23,262.00, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and/or easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and Exhibit "B".

* * * * *

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

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

410.68 sf
1,594.41 sf

Fee Simple Right of Way
Temporary Construction Easement

- 3) Any and all applicable Temporary Easements will expire upon the sooner of two (2) years from the date of granting such easements or completion of and final acceptance of said project by the City of Sandy Springs Public Works Department.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) This Agreement shall not be binding until approved by the City Council of Sandy Springs, Georgia
- 6) Special Provisions, if any, are listed on Exhibit "C", which will be attached hereto and incorporated herein by reference.

Witness my hand and seal this 2 day of NOVEMBER, 2020.

Signed, Sealed and Delivered in the presence of:

[Signature]
Witness

[Signature] (L.S.)
Michael Rodriguez

Notary Public

[Signature] (L.S.)
Claudia Rodriguez



EXHIBIT "A"

[illegible]

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE
RIGHT OF WAY AND TEMPORARY CONSTRUCTION EASEMENT ON
PROPERTY LOCATED IN LAND LOT 383 AND 384 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 an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement by the City of Sandy Springs for property located at 1455 Spalding Drive owned by Michael and Claudia Rodriguez in Land Lot 383 and 384 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 TS-169 Dunwoody Club Drive Sidewalk Project, the City approves the acceptance of an Agreement to Purchase Fee Simple Right of Way and Temporary Construction Easement on property located in Land Lot 383 and 384 of the 6th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 1st day of December, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: November 12, 2020 Submission for the December 1, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Agreement to Purchase Fee Simple Right of Way and Permanent Construction and Maintenance of Slopes Easement on property that lies within Land Lot 205 of the 17th District

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way and Permanent Construction and Maintenance of Slopes Easement on that tract of land lying and located in Land Lot 205 of the 17th District, Fulton County, Georgia. The property owner is Mehrdad Varzi, located at 300 Kelson Drive, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 4,400.85 square feet of Fee Simple Right of Way and 3,019.83 square feet of Permanent Construction and Maintenance of Slopes Easement on the Varzi property is necessary in order to construct the TS-106 Northside Drive @ Riverview Road/Old Powers Ferry Roundabout Project. An amicable settlement was reached with the property owner on the acquisition of the required rights of way needed to construct the project.

Discussion:

Staff was able to negotiate an amicable settlement of \$170,000.00 with the property owner. The property will be significantly impacted by the project and consequential proximity damages in the amount of \$34,000.00 are included in the City's appraisal of fair market value of \$144,200.00. The property owner initially requested an additional \$80,000.00 in damages, however amicable negotiations resulted in an additional \$25,800.00 being agreed upon. Since consequential damages are very subjective in nature, to avoid further project schedule delays and potentially higher awards and legal expenses, this settlement which equates to an 18% increase over the City's appraisal is considered to be reasonable.

Financial Impact:

The proposed settlement is \$170,000.00 and is well within the project's budget.

Alternatives:

N/A

Attachments:

1. Aerial Map
2. GIS Map
3. P#4 Varzi Executed Agreement
4. RESOLUTION



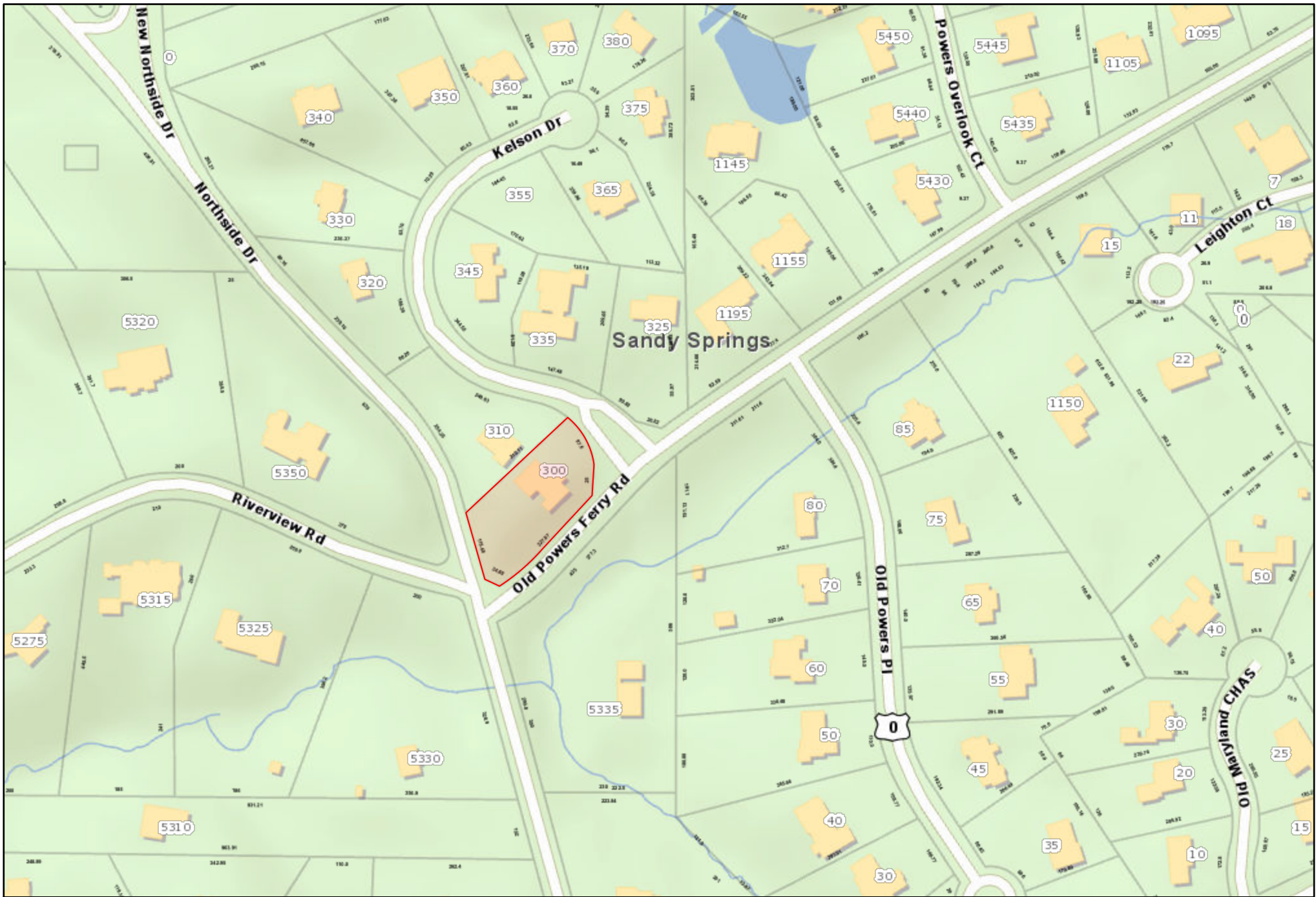
TS-106 Agreement to Purchase/Varzi

Date: 11/12/2020
Map Size: 8.5x11 (LETTER)



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Date: 11/12/2020
 Map Size: 8.5x11 (LETTER)



TS-106 Agreement to Purchase/Varzi

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

**AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY AND PERMANENT CONSTRUCTION AND
MAINTENANCE OF SLOPES EASEMENT**

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned hereby agrees to convey Fee Simple Right of Way and Permanent Construction and Maintenance of Slopes Easement Rights to the City of Sandy Springs on and over the following described real estate:

Those specified rights through that tract or parcel of land located in Land Lot 205 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

For the sum of \$170,000.00, the undersigned agrees to execute and deliver to the City of Sandy Springs, GA, fee simple title and permanent easements to the lands owned by the undersigned as reflected on the attached Exhibit "A" and Exhibit "B".

* * * * *

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

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

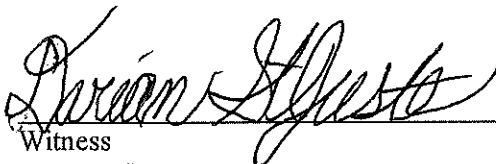
4,400.85 sf
3,019.83 sf

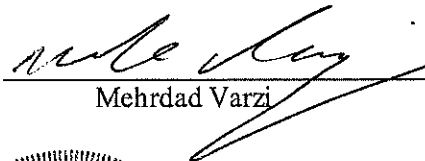
Fee Simple Right of Way
Permanent Construction and Maintenance of Slopes Easement

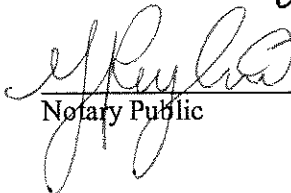
- 3) Any and all applicable Temporary Easements will expire upon the sooner of two (2) years from the date of granting such easements or completion of and final acceptance of said project by the City of Sandy Springs Public Works Department.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) This Agreement shall not be binding until approved by the City Council of Sandy Springs, Georgia
- 6) Special Provisions, if any, are listed on Exhibit "C", which will be attached hereto and incorporated herein by reference.

Witness my hand and seal this 10th day of November, 2020.

Signed, Sealed and Delivered in the presence of:


Witness

 (L.S.)
Mehrdad Varzi


Notary Public

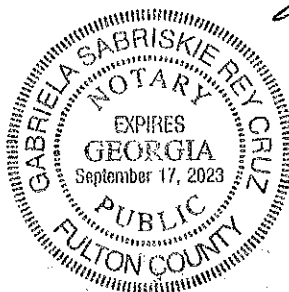
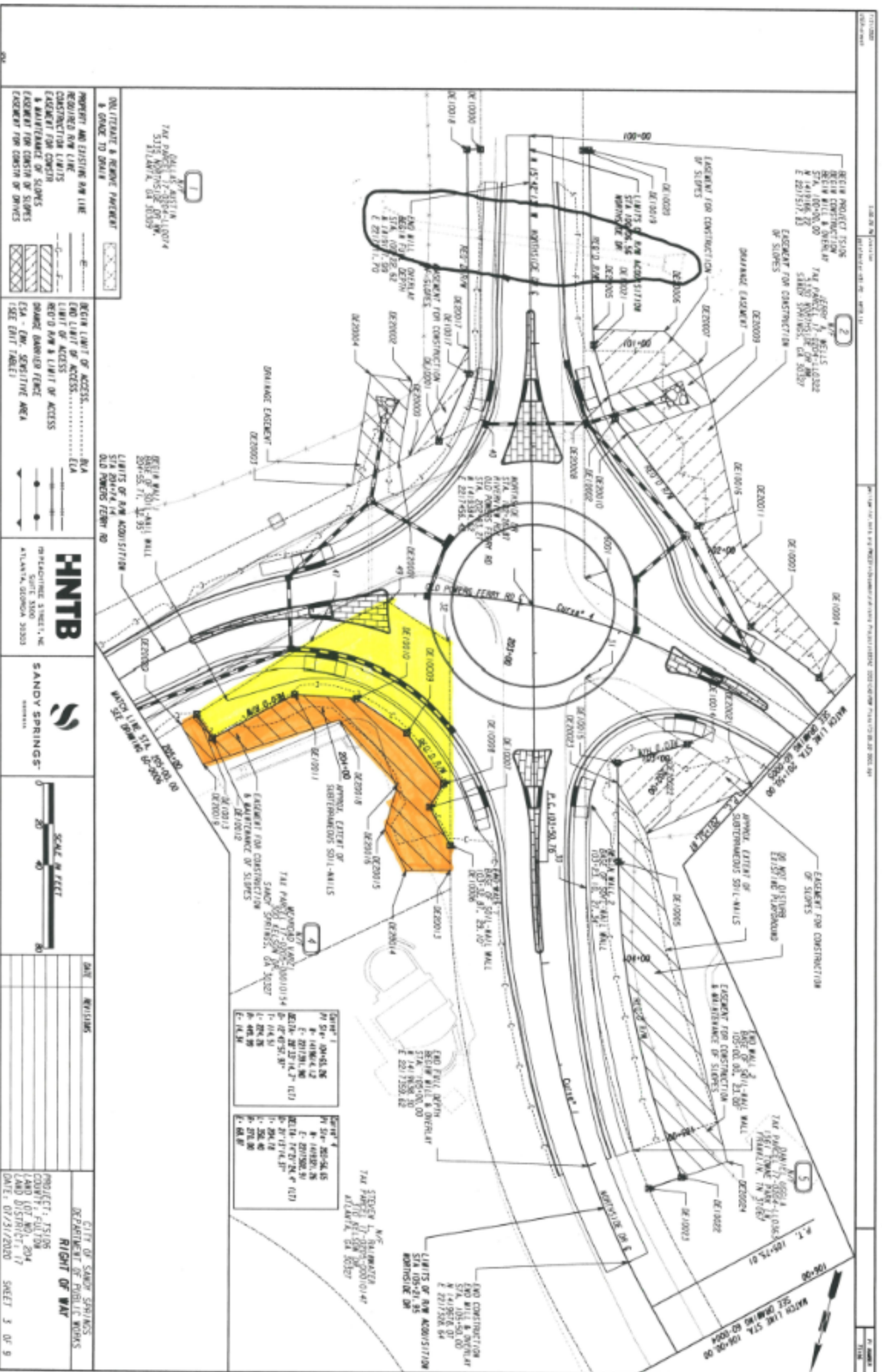


EXHIBIT "A" 1 OF 2



STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY
AND PERMANENT CONSTRUCTION AND MAINTENANCE OF SLOPES EASEMENT ON
PROPERTY LOCATED IN LAND LOT 205 OF THE 17th 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 an Agreement to Purchase Fee Simple Right of Way and Permanent Construction and Maintenance of Slopes Easement by the City of Sandy Springs for property located at 300 Kelson Drive owned by Mehrdad Varzi in Land Lot 205 of the 17th 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 TS-106 Northside Drive @ Riverview Road/Old Powers Ferry Roundabout Project, the City approves the acceptance of an Agreement to Purchase Fee Simple Right of Way and Permanent Construction and Maintenance of Slopes Easement on property located in Land Lot 205 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 1st day of December, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A MASTER SERVICES AND PURCHASING AGREEMENT
WITH AXON ENTERPRISE, INC. FOR BODY CAMERA EQUIPMENT, ACCESSORIES AND
SERVICES FOR THE CITY OF SANDY SPRINGS POLICE DEPARTMENT; AND TO
AUTHORIZE THE CITY MANAGER TO EXECUTE SAME**

WHEREAS, the Mayor and City Council of the City of Sandy Springs (“City Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City; and

WHEREAS, Section 1.03(b)(25) of the City Charter grants the City the power to operate a police department; and

WHEREAS, pursuant to applicable law, the City Council is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City; and

WHEREAS, in order to provide for the highest level of public health, safety, and welfare for the citizens of the City, it is necessary, from time to time, to upgrade equipment for the Sandy Springs Police Department (“SSPD”); and

WHEREAS, SSPD has determined that it requires additional and upgraded equipment and desires to purchase such equipment from Axon Enterprise, Inc. (“Axon”), including body worn cameras, equipment, accessories and services; and

WHEREAS, the City has worked with Axon since 2008 when it secured Tasers from the company; and

WHEREAS, in 2017, after an extensive procurement process, Axon was awarded a contract (“Original Contract”) to provide SSPD with 92 body worn cameras; and

WHEREAS, the Original Contract was amended in 2019 to add 38 body worn cameras and 135 in-car fleet cameras; and

WHEREAS, SSPD now has 170 sworn officers with arrest authority, including full and part-time members; and

WHEREAS, current events across the country have shown the need and benefit for transparency, and the City desires that all sworn officers be provided with body worn cameras and that equipment be upgraded to operate at highest efficiency and effectiveness; and

WHEREAS, certain equipment to be purchased and upgraded are produced exclusively by Axon; and

WHEREAS, SSPD desires that the City enter into a new master services and purchasing agreement (“Agreement”) with Axon for the purchase of the new equipment and services, which will consolidate all previous contracts with Axon, including the Original Contract, as amended; and

WHEREAS, the Agreement shall provide for the purchase amount not to exceed \$2,263,184.67 to be paid over five (5) years; and

RESOLUTION NO. 2020-12-XX

WHEREAS, upon adoption of this resolution, SSPD staff will manage all applicable terms of the Agreement.

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

1. That the City Manager and the City Attorney are hereby authorized to negotiate and enter into a new Agreement with Axon Enterprise, Inc. for the purchase of body camera equipment, accessories and services for SSPD upon such terms as are deemed in the best interest of the City, in an amount not to exceed \$2,263,184.67 to be paid over five (5) years.
2. That the City Manager is authorized to execute the negotiated new Agreement, subject to the approval of the City Attorney and City Finance Director, and to take any and all actions to effectuate the intent of this resolution.

RESOLVED this the 1st day of December, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel D. González, City Clerk

Gonzalez, Raquel

From: commaccounts@sandyspringsga.gov
Sent: Monday, November 23, 2020 5:26 AM
To: Gonzalez, Raquel
Subject: Public Comment - raymond Washington - 11/25/2020
Attachments: SandySpringsPublicCommentCard.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Name : raymond, Washington
Address : [REDACTED] sandy springs, Georgia, 30350
Phone : [REDACTED]
Email : [REDACTED]
Name of Group :
Meeting : City Council
Type :
Meeting Date : 11/25/2020
Type of Comment : General Public Comment
Method - General : Staff will email my comment to city officials
Subject : i was wondering after speaking to the FBI's
Public Comment : i was wondering why mayor Paul and our nice city council would block my email address also I was shocked how Mr Hamid Ali would use his tenants to lie and use intimidation and harrassment especially since there is a court order stating that I am off the gbi sex offender registry and ali telling Desimone, Captain Benjamin Caine, and sgt mcginnis to lie and tell merchants in Sandy springs police to lie and say that ann Marie Elliott and the gbi sex offender registry told you to lie on me and say that I am on the sex offender registry when it is MARTA and not the gbi and that is why you folks are g going to Tony's and north river Tavern telling them that they should prevent me service
File Upload :