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, March 2, 2021	Regular Meeting Agenda	Following Work Session

The March 2, 2021 City Council Meetings will be held virtually.

Live-stream:	**Sandy Springs Facebook:** https://www.facebook.com/SandySpringsGA/ **Zoom Webinar:** http://spr.gs/2021mcc1
Teleconference:	**Dial Options** (for higher quality, dial a number based on your current location**):** • 1 312 626 6799 • 1 346 248 7799 • 1 646 558 8656 • 1 669 900 9128 • 1 301 715 8592 • 1 253 215 8782 **Webinar ID:** 815 5716 7823
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. **2021-073** Meeting Minutes
February 16, 2021 Work Session
February 16, 2021 City Council Meeting

B. **2021-074** Request for Mayor and City Council Consideration of Acceptance of a Real Estate Agreement for a Temporary Construction Easement on Property Located in Land Lot 15 of the 17th District, City of Sandy Springs, Fulton County, Georgia
(Presented by William H. Martin, Jr., AIA, Public Works Director)

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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C. **2021-075** Request for Mayor and City Council Consideration of Acceptance of a Real Estate Agreement for a Temporary Construction Easement on Property Located in Land Lot 15 of the 17th District, City of Sandy Springs, Fulton County, Georgia
(Presented by William H. Martin, Jr., AIA, Public Works Director)

D. **2021-076** Request for Mayor and City Council Consideration of Acceptance of a Permanent Drainage Easement on Property Located in Land Lot 122 of the 17th District, City of Sandy Springs, Georgia
(Presented by William H. Martin Jr., AIA, Public Works Director)

VII. Presentations

A. **2021-077** A Proclamation in Honor of Malcolm Gailey
(Presented by Rusty Paul, Mayor)

VIII. Public Hearing

A. **2021-078** ABL_73956 - Approval of Alcoholic Beverage License Application for Banana Leaf Thai, LLC DBA Banana Leaf Thai & Bar 227 Sandy Springs Place NE Ste 502 Sandy Springs, GA 30328. Applicant is Supakorn Thanasongtrakul for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits.
(Presented by Toni Jo Howard, Finance Director)

IX. New Business

A. **2021-079** Request for Mayor and City Council Consideration of a Resolution to Award Non-Profit Funding for COVID-19 Pandemic Response; to Authorize the Preparation of Contracts Setting the Terms and Conditions for the Granting of Such Funds; and to Authorize the City Manager to Execute Aforementioned Contracts
(Presented by Kristin Smith, Assistant City Manager)

B. **2021-080** Request for Mayor and City Council Consideration of Approval of a Contract with Kimley-Horn and Associates, Inc. for Design Purposes for the Roswell Road Transit Access Project (T0019) and to Authorize the City Manager to Execute the Contract
(Presented by William H. Martin, Jr., AIA, Public Works Director)

C. **2021-081** Request for Mayor and City Council Consideration of Approval to Authorize the City Manager to Execute a Change Order and Revised Contract for Engineering Design with Kimley-Horn and Associates, Inc. for the Spalding Drive at Pitts Road Intersection Improvement Project (TS111)
(Presented by William H. Martin Jr., AIA, Public Works Director)

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D. **2021-082** Request for Mayor and City Council Consideration of Approval of a Contract with Tri Scapes, Inc. to Construct Johnson Ferry Road Landscape Improvements Project, 21-033, and Authorization for the City Manager to Execute the Contract
(Presented by William H. Martin Jr., AIA, Public Works Director)

E. **2021-083** Request for Mayor and City Council Consideration of Agreement to Purchase Fee Simple Right of Way, Permanent Easement for the Construction and Maintenance of Slopes and Temporary Construction Easement on Property Located in Land Lots 205 and 210 of the 17th District, City of Sandy Springs
(Presented by William H. Martin Jr., AIA, Public Works Director)

F. **2021-084** Request for Mayor and City Council Consideration of Adoption of the Green Infrastructure Feasibility Policy
(Presented by Catherine Mercier-Baggett, Sustainability Manager)

G. **2021-085** Request for Mayor and City Council Consideration of Adoption of a Resolution Designating Sandy Springs as a Bee City USA Affiliate
(Presented by Catherine Mercier-Baggett, Sustainability Manager)

H. **2021-086** Request for Mayor and City Council Consideration of a Resolution to Approve Award of Contract for Parks Landscape Maintenance and to Authorize the City Manager to Execute the Contract
(Presented by Michael Perry, Director of Recreation and Parks)

I. **2021-087** Request for Mayor and City Council Consideration of a Resolution Reappointing Members to the Sandy Springs Planning Commission
(Presented by Rusty Paul, Mayor)

X. Reports

A. **2021-088** Mayor and Council Report

B. **2021-089** Staff Reports

XI. Executive Session - Real Estate

XII. Adjournment

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SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

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

DATE: December 3, 2020 Submission for the March 2, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Real Estate Agreement for a Temporary Construction Easement on Property Located in Land Lot 15 of the 17th District, City of Sandy Springs, Fulton County, Georgia

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Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate for a Temporary Construction Easement on that tract of land lying and located in Land Lot 15 of the 17th District, Fulton County, Georgia. The property owners are Ian C. and Kathleen M. Wild located at 505 Telford Place, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition is 3,470.92 square feet of Temporary Construction Easement (TCE) on their property that is required in order to construct the Peachtree Dunwoody at Telford Road Improvement Project. The property owner has negotiated with the City for the necessary land interests required to construct the proposed project.

Discussion:

Staff was able to negotiate a reasonable compensation amount for the required land rights with the property owners. The City's contracted appraiser, Craig Hammond, MAI, determined fair market value for the temporary easement area in the amount of $15,300.00.

Financial Impact:

The property owner agreed to sell their land interests to the City in the sum of $15,300. The temporary construction easement (TCE) is a 3,470.92 square foot area and values at (3,470.92 sf X $22.02 / sf X 10% X 2) = $15,300.00 (Rounded). Staff concurs the compensation amount is reasonable and recommends payment to the owners for the land interest.

Alternatives:

N/A

Attachments:

1. Aerial Map and Property Profile
2. Executed Real Estate Agreement
3. Temporary Construction Easement with Exhibits
4. Resolution

Profile
Sales
Residential
Commercial
Permits
OBY
Values
Values History
Land
Agricultural
Sketch
Pictometry Imagery
Map
Appeals
Appeals History
Personal Property
PP Value History
Tax Information

PARID: 17 001500070182
WILD IAN C &

Parcel

Parcel ID:	17 001500070182
Property Location:	505 TELFORD PL
Unit:	
City:	SANDY SPRINGS
Neighborhood:	17741
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	.4932
Zoning:	R3A-
Location	6
Fronting:	9 - 9
Parking Type:	3-ON AND OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	2-ABOVE STREET/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/8-ALL UNDERGROUND/-

Legal

Tax District	59

Owners

Owners:	WILD IAN C & WILD KATHLEEN M

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
WILD IAN C & WILD KATHLEEN M 505 TELFORD PL ATLANTA GA 30342	HF01	

Sales

Sale Date:	Sale Price:
03-JUN-14	$849,900
03-JUN-14	$849,900
22-JUN-10	$0
23-MAR-04	$0
16-JUN-99	$747,000

Sale Details

Grantor:	VAINER SOPHIE
Grantee:	WILD IAN C
Sales Date:	03-JUN-14
Sale Price Sale Validity:	0 : Valid Sale
Sale Source:	6 : PT61

Sales Type:	2 : LAND & BUILDING
Sale Flag:	
Deed Book:	53887
Deed Page:	0665
Deed Type:	LW

Residential

Card:	1
Stories:	2
Year Built:	1994
Effective Year Built:	1996
Remodeled Year:	2002
Living Area:	4,907
Total Living Area:	4,907
Total Rooms:	7
Bedrooms:	4
Family Rooms:	1
Attic:	1-NONE
Basement LA:	2000
Basement Rec Area:	
Full Baths:	4
Half Baths:	1
Additional Fixtures:	7
Total Fixtures:	21
Pre Fab Fireplace:	3
Masonry Fireplaces:	
Grade:	A+
CDU:	EX
% Complete	

Additions

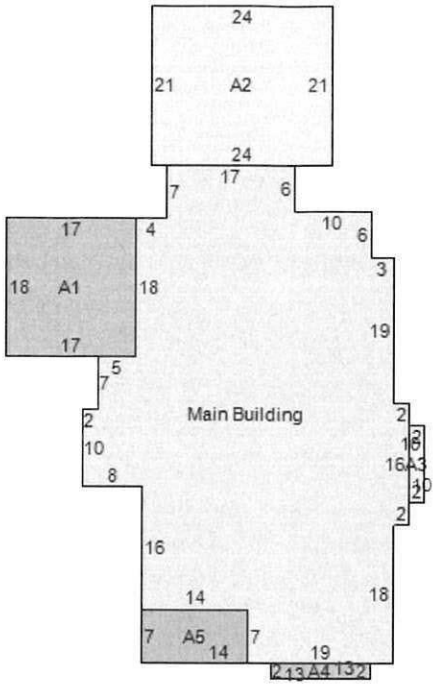
Addition Number:	Description:	Area
0	---	2,102
1	-EFP ENCL FRAME PORCH-1/2FR FRAME HALF-STORY-	306
2	-FR GR FRAME GARAGE-1S FR ONE STORY FRAME-	504
3	-FRBAY FRAME BAY--	20
4	-FRBAY FRAME BAY--	26
5	-OFP OPEN FRAME PORCH--	98

OBY Details

Card #:	Description:	Year Built:	Grade:	Width:	Length:	Area:
1	RP3-POOL CONC	2002	B	28	15	420

Land

Line Number:	1
Land Type:	S - SQUARE FOOT
Land Code:	1
Square Feet:	21,485
Acres:	.4932



Item	Area
Main Building	2102
POOL CONC - RP3:POOL CONC	420
A1 - 12/17:EFP ENCL FRAME PORCH/1/2FR FRAME HALF-STORY	306
A2 - 13/10:FR GR FRAME GARAGE/1S FR ONE STORY FRAME	504
A3 - 15:FRBAY FRAME BAY	20
A4 - 15:FRBAY FRAME BAY	26
A5 - 11:OFP OPEN FRAME PORCH	98

AGREEMENT TO PURCHASE REAL ESTATE

PROJECT: **Peachtree Dunwoody Road @ Telford Place**
OWNER: **Ian C. & Kathleen M. Wild / Telford HOA**
TAX ID#: **17-0015-0007-018-2**

PROJECT #: T-0064
PARCEL #: 4

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 15 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of **$15,300.00,** the undersigned agrees to execute and deliver to the City of Sandy Springs, an easement to the lands owned by the undersigned as reflected on the attached Exhibit "A" and "B".

* * * *

Please return to:
Daniel W. Lee, City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
770-730-5600

TEMPORARY EASEMENT
(505 Telford Place)

STATE OF GEORGIA

COUNTY OF FULTON

THIS TEMPORARY EASEMENT AGREEMENT is made and entered into this 15th day of February, 2021, between IAN C. WILD AND KATHLEEN M. WILD, as GRANTORS, and CITY OF SANDY SPRINGS, GEORGIA, a Georgia Municipal Corporation, as GRANTEE.

WITNESSETH:

WHEREAS, GRANTORS are the owners of that certain tract or parcel of land lying and being in Land Lot 15 of 17TH District of Fulton County, Georgia, having a street address of 505 Telford Place, Parcel No: 17-0015-0007-018-2 in the City of Sandy Springs and being more particularly described on Exhibit "A" and as illustrated on the plat attached hereto as Exhibit "B" all of which are attached hereto and made part hereof by reference; and,

WHEREAS, The GRANTEE is coordinating with the GRANTORS and the for the improvement of certain public roadway improvements along Peachtree Dunwoody at Telford (the "Project"); and,

WHEREAS, the Project as proposed includes certain portions of GRANTOR'S Property and the GRANTEE desires that GRANTORS grant to the GRANTEE a temporary construction easement as more particularly described herein on and across GRANTOR'S Property in furtherance of the Project; and,

WHEREAS, GRANTORS are amenable to granting such easement only subject to the terms and provisions of this Agreement,

NOW, THEREFORE, for and in consideration of the sum of one dollar and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, GRANTORS and GRANTEE hereby agree as follows:

1) GRANTORS hereby grant and convey to GRANTEE the right and privilege of a Temporary Easement (the "Temporary Easement") across that portion of GRANTOR'S Property more particularly described on Exhibit "A" for roadway Improvements as illustrated on the plat attached hereto as Exhibit "B" all of which are attached hereto and made part hereof by reference.

2) The purpose of the Temporary Easement is to allow GRANTEE and/or its contractors, construction vehicles, and equipment access to the Property for the purpose of use in the (i) construction and installment of improvements and other purposes reasonable related to the Project and (ii) the removal construction debris related to the Project located on the property of GRANTOR.

3) The Temporary Easement granted herein shall terminate automatically on the completion and final acceptance of the Project, or TWO (2) year from the date this document is signed, whichever date shall first occur. Upon any such termination GRANTOR, without the necessity of any consent from GRANTEE or any further notice to GRANTEE, shall be entitled to file in the real property records of Fulton County, Georgia an appropriate document or instrument evidencing such termination.

GRANTORS and GRANTEE shall work cooperatively in good faith and with commercial reasonableness regarding the completion of such construction with the minimum necessary interference with or disruption of GRANTOR's continued use and enjoyment of the remainder of GRANTOR's Property.

IN WITNESS WHEREOF GRANTORS have hereunto set their hands and seals as of the day and year above written.

TONI CAPPELLI BOYD
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES SEPTEMBER 14, 2021

GRANTORS:

KATHLEEN M. WILD

IAN C. WILD

Signed, sealed and delivered in the presence of:

Notary Public
My Commission Expires: 9-14-21

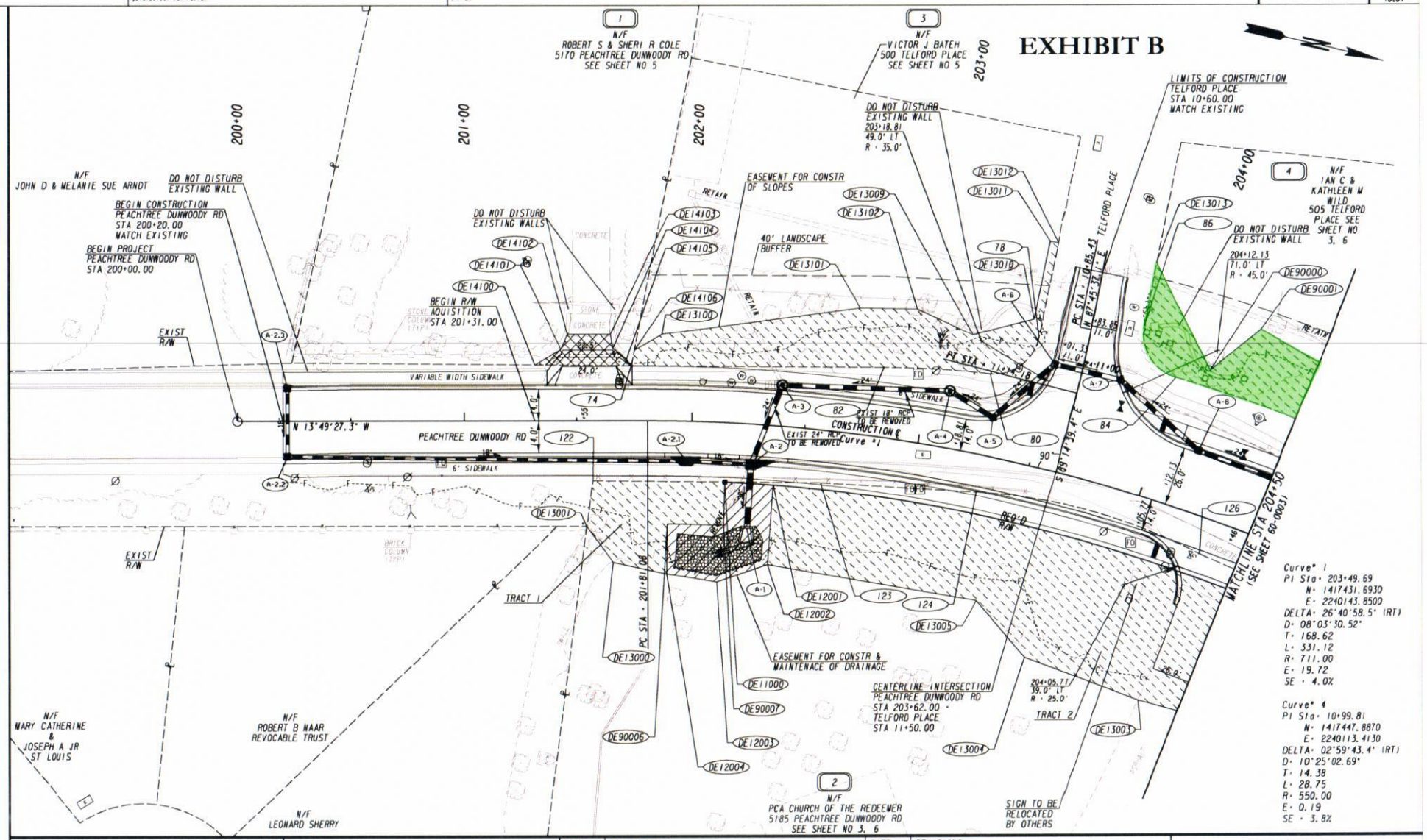
Unofficial Witness

EXHIBIT "A"

LEGAL DESCRIPTION
IAN C. & KATHLEEN M. WILD
PIN: 17-0015-0007-018-2
TEMPORARY CONSTRUCTION EASEMENT

REQ'D EASM'T FOR THE CONSTR OF SLOPES

COMMENCING AT STATION 10+78.95 PER ROW PLANS DATED 6/26/2020 RUNNING THENCE S 87^41'46.3" W A DISTANCE OF 27.95 FEET TO A POINT 22.64 FEET LEFT OF AND OPPOSITE STATION 10+51.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD THENCE N 50^12'12.0" E A DISTANCE OF 52.69 FEET TO A POINT 62.00 FEET LEFT OF AND OPPOSITE STATION 204+12.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD THENCE N 53^48'34.4" W A DISTANCE OF 27.96 FEET TO A POINT 86.00 FEET LEFT OF AND OPPOSITE STATION 204+25.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD THENCE N 17^19'27.7" E A DISTANCE OF 79.86 FEET TO A POINT 74.00 FEET LEFT OF AND OPPOSITE STATION 204+96.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD THENCE N 6^51'01.4" W A DISTANCE OF 9.34 FEET TO A POINT 77.00 FEET LEFT OF AND OPPOSITE STATION 205+04.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD THENCE N 76^27'36.6" E A DISTANCE OF 26.74 FEET TO A POINT 53.00 FEET LEFT OF AND OPPOSITE STATION 205+15.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD THENCE N 18^35'51.9" E A DISTANCE OF 20.00 FEET TO A POINT 51.00 FEET LEFT OF AND OPPOSITE STATION 205+34.90 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD THENCE S 77^09'07.7" E A DISTANCE OF 2.73 FEET TO A POINT 48.27 FEET LEFT OF AND OPPOSITE STATION 205+34.90 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD THENCE SOUTHWESTERLY 143.62 FEET ALONG THE ARC OF A CURVE (SAID CURVE HAVING A RADIUS OF 465.91 FEET AND A CHORD DISTANCE OF 143.05 FEET ON A BEARING OF S 11^29'37.0" W) TO THE POINT 54.38 FEET LEFT OF AND OPPOSITE STATION 203+99.97 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD; THENCE SOUTHWESTERLY 29.68 FEET ALONG THE ARC OF A CURVE (SAID CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD DISTANCE OF 27.03 FEET ON A BEARING OF S 45^10'44.3" W) BACK TO THE POINT OF BEGINNING. SAID REQ'D EASM'T FOR THE CONSTR OF SLOPES CONTAINING 3470.92 SF (0.080 ACRES).



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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

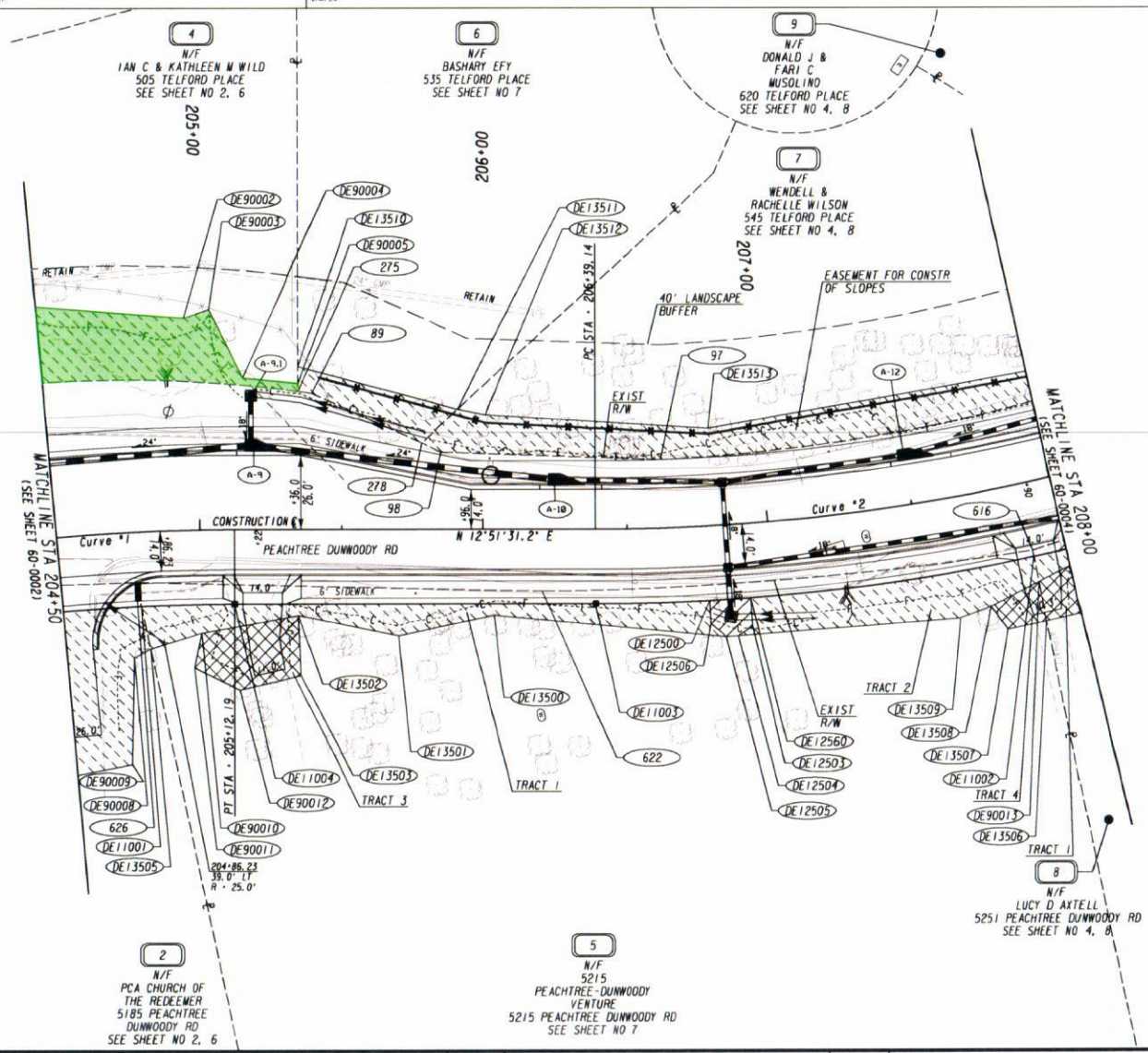
DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS

RIGHT OF WAY MAP

PROJECT NO: T0064
COUNTY: FULTON
LAND LOT NO: 15
LAND DISTRICT: 17
GMD: 1100
DATE 06-26-20 SH 2 OF 9

DRAWING NO. 60-0002



Curve# 1
PI Sta= 203+49.69
N= 1417431.6930
E= 2240143.8500
DELTA= 26°40'58.5" (RT)
D= 08°03'30.52"
T= 168.62
L= 331.12
R= 711.00
E= 19.72
SE = 4.0%

Curve# 2
PI Sta= 207+55.76
N= 1417833.5390
E= 2240235.5800
DELTA= 18°37'44.9" (LT)
D= 08°03'30.52"
T= 116.62
L= 231.17
R= 711.00
E= 9.50
SE = 4.0%

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS

RIGHT OF WAY MAP

PROJECT NO: T0064
COUNTY: FULTON
LAND LOT NO: 15
LAND DISTRICT: 17
GMD: 1100
DATE 06-26-20 SH 3 OF 9

DRAWING NO. 60-0003

PARCEL 2
N/F PCA CHURCH OF THE REDEEMER
REQ'D R/W DE100

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE11000	26.00 R	202+15.69	PEACHTREE DUNWOODY RD
	42.30	N 13°11'30.6" W	
123	23.11 R	202+59.41	PEACHTREE DUNWOODY RD
	68.26	N 10°20'22.7" W	
124	16.39 R	203+29.30	PEACHTREE DUNWOODY RD

ARC LENGTH = 102.52
CHORD BEAR = N 1°53'50.7" E
LNTH CHORD = 101.74
RADIUS = 240.00
DEGREE = 23°52'22.7"

126	15.64 R	204+33.48	PEACHTREE DUNWOODY RD
	42.62	N 10°52'16.1" E	
626	17.57 R	204+77.08	PEACHTREE DUNWOODY RD
	8.55	S 89°22'30.2" E	
DE11001	26.00 R	204+78.52	PEACHTREE DUNWOODY RD

ARC LENGTH = 253.22
CHORD BEAR = S 0°26'40.4" E
LNTH CHORD = 251.78
RADIUS = 685.00
DEGREE = 8°21'51.7"

DE11000	26.00 R	202+15.69	PEACHTREE DUNWOODY RD

REQD R/W = 2084.28 SF
REQD R/W = 0.048 ACRES
REMAINDER = +/- 5.202 ACRES

PARCEL 2
N/F PCA CHURCH OF THE REDEEMER
REQ'D EASM'T FOR THE CONSTR & MAINT OF DRAINAGE DE260

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE11000	26.00 R	202+15.69	PEACHTREE DUNWOODY RD

ARC LENGTH = 21.49
CHORD BEAR = N 10°08'09.1" W
LNTH CHORD = 21.49
RADIUS = 685.00
DEGREE = 8°21'51.7"

DE12001	26.00 R	202+38.00	PEACHTREE DUNWOODY RD
	35.00	N 80°45'46.7" E	
DE12002	61.00 R	202+38.00	PEACHTREE DUNWOODY RD
	23.57	S 32°38'43.0" E	
DE12003	70.00 R	202+14.00	PEACHTREE DUNWOODY RD
	21.89	S 4°15'47.7" E	
DE12004	67.00 R	201+90.00	PEACHTREE DUNWOODY RD
	22.00	S 76°53'41.7" W	
DE90006	45.00 R	201+90.00	PEACHTREE DUNWOODY RD
	24.35	N 12°03'27.0" W	
DE90007	45.00 R	202+16.00	PEACHTREE DUNWOODY RD
	19.00	S 78°05'47.4" W	
DE11000	26.00 R	202+15.69	PEACHTREE DUNWOODY RD

REQD EASMT = 1373.93 SF
REQD EASMT = 0.032 ACRES

PARCEL 2
N/F PCA CHURCH OF THE REDEEMER
REQ'D EASM'T FOR THE CONSTR OF SLOPES TRACT 1 DE368

PNT	OFFSET/	STATION/	ALIGNMENT
122	26.18 R	201+57.29	PEACHTREE DUNWOODY RD
DE11000	26.00 R	202+15.69	PEACHTREE DUNWOODY RD
DE90007	45.00 R	202+16.00	PEACHTREE DUNWOODY RD
DE90006	45.00 R	201+90.00	PEACHTREE DUNWOODY RD
DE12004	67.00 R	201+90.00	PEACHTREE DUNWOODY RD
DE13000	62.00 R	201+66.00	PEACHTREE DUNWOODY RD
DE13001	46.11 R	201+54.60	PEACHTREE DUNWOODY RD
122	26.18 R	201+57.29	PEACHTREE DUNWOODY RD

REQD EASMT AREA = 1644.09 SF

PARCEL 2
N/F PCA CHURCH OF THE REDEEMER
REQ'D EASM'T FOR THE CONSTR OF SLOPES TRACT 2 DE369

PNT	OFFSET/	STATION/	ALIGNMENT
DE12001	26.00 R	202+38.00	PEACHTREE DUNWOODY RD

ARC LENGTH = 231.73
CHORD BEAR = N 0°27'15.4" E
LNTH CHORD = 230.63
RADIUS = 685.00
DEGREE = 8°21'51.7"

DE11001	26.00 R	204+78.52	PEACHTREE DUNWOODY RD
DE13505	41.00 R	204+81.20	PEACHTREE DUNWOODY RD
DE90008	44.00 R	204+75.00	PEACHTREE DUNWOODY RD
DE90009	81.00 R	204+72.00	PEACHTREE DUNWOODY RD
DE13003	85.00 R	204+30.00	PEACHTREE DUNWOODY RD
DE13004	82.00 R	203+70.00	PEACHTREE DUNWOODY RD
DE13005	63.00 R	203+40.00	PEACHTREE DUNWOODY RD
DE12002	61.00 R	202+38.00	PEACHTREE DUNWOODY RD
DE12001	26.00 R	202+38.00	PEACHTREE DUNWOODY RD

REQD EASMT AREA = 10454.15 SF

TOTAL REQD EASMT AREA = 12098.24 SF

PARCEL 4
IAN C & KATHLEEN M WILD
REQ'D EASM'T FOR THE CONSTR OF SLOPES DE367

PNT	OFFSET/	STATION/	ALIGNMENT
DE13013	22.64 L	10+51.00	TELFORD PLACE
DE90000	62.00 L	204+12.00	PEACHTREE DUNWOODY RD
DE90001	86.00 L	204+25.00	PEACHTREE DUNWOODY RD
DE90002	74.00 L	204+96.00	PEACHTREE DUNWOODY RD
DE90003	77.00 L	205+04.00	PEACHTREE DUNWOODY RD
DE90004	53.00 L	205+15.00	PEACHTREE DUNWOODY RD
DE90005	51.00 L	205+34.90	PEACHTREE DUNWOODY RD
275	48.27 L	205+34.90	PEACHTREE DUNWOODY RD

ARC LENGTH = 143.62
CHORD BEAR = S 11°29'37.0" W
LNTH CHORD = 143.05
RADIUS = 465.91
DEGREE = 12°17'51.0"

84	41.12 L	10+97.93	TELFORD PLACE

ARC LENGTH = 29.68
CHORD BEAR = S 45°10'44.3" W
LNTH CHORD = 27.03
RADIUS = 20.00
DEGREE = 286°28'53.0"

86	22.67 L	10+78.95	TELFORD PLACE
DE13013	22.64 L	10+51.00	TELFORD PLACE

REQD EASMT AREA = 3470.92 SF

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

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: T0064
COUNTY: FULTON
LAND LOT NO: 15
LAND DISTRICT: 17
GMD: 1100
DATE 06-26-20 SH 6 OF 9
DRAWING NO. 60-0006

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT A REAL ESTATE AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT ON PROPERTY LOCATED IN LAND LOT 15 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 a Real Estate Agreement for the acquisition of a Temporary Construction Easement by the City of Sandy Springs for property located at 505 Telford Place owned by Ian C. Wild and Kathleen M. Wild in Land Lot 15 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 Peachtree Dunwoody at Telford Project, the City approves the acceptance of the Real Estate Agreement acquiring a Temporary Construction Easement on property located in Land Lot 15 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 2nd day of March, 2021.

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: December 3, 2020 Submission for the March 2, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Real Estate Agreement for a Temporary Construction Easement on Property Located in Land Lot 15 of the 17th District, City of Sandy Springs, Fulton County, Georgia

---

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Real Estate for a Temporary Construction Easement on that tract of land lying and located in Land Lot 15 of the 17th District, Fulton County, Georgia. The property owners are Jonathan and Michelle Lerner located at 105 Kingston Manor, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition is 486.54 square feet of Temporary Construction Easement (TCE) on their property that is required in order to construct the Peachtree Dunwoody at Telford Road Improvement Project. The property owners have negotiated with the City for the necessary land interest required to construct the proposed project.

Discussion:

Staff was able to negotiate a reasonable compensation amount for the required land rights with the property owners. The City's contracted appraiser, Craig Hammond, MAI, determined fair market value for the land at $16.62 per square foot valuing the temporary easement area in the amount of $1,625.00.

Financial Impact:

The property owner agreed to sell their land interests to the City in the sum of $1,625.00. The temporary construction easement (TCE) is a 486.54 square foot area and values at (486.54 sf X $16.62 / sf X 10% X 2) = $1,625.00 (Rounded). Staff concurs the compensation amount is reasonable and recommends payment to the owners for the land interest.

Alternatives:

N/A

Attachments:

1. Aerial Map and Property Profile
2. Executed Real Estate Agreement & Temporary Construction Easement with Exhibits
3. Resolution

Profile
Sales
Residential
Commercial
Permits
OBY
Values
Values History
Land
Agricultural
Sketch
Pictometry Imagery
Map
Appeals
Appeals History
Personal Property
PP Value History
Tax Information

PARID: 17 001500040268
LERNER JONATHAN &

Parcel

Parcel ID:	17 001500040268
Property Location:	105 KINGSTON MANOR
Unit:	
City:	SANDY SPRINGS
Neighborhood:	7733
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	1
Zoning:	CUP-
Location	6
Fronting:	9 - 9
Parking Type:	3-ON AND OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	2-ABOVE STREET/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/8-ALL UNDERGROUND/-

Legal

Tax District	59

Owners

Owners:	LERNER JONATHAN & LERNER MICHELLE

Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
LERNER JONATHAN & LERNER MICHELLE 105 KINGSTON MANOR CT NE ATLANTA GA 30342	HF01	

Sales

Sale Date:	Sale Price:
15-MAR-13	$1,365,000
19-DEC-03	$1,760,000

Sale Details

Grantor:	TERRY JASON E
Grantee:	LERNER JONATHAN &
Sales Date:	15-MAR-13
Sale Price Sale Validity:	0 : Valid Sale
Sale Source:	6 : PT61
Sales Type:	2 : LAND & BUILDING
Sale Flag:	
Deed Book:	52486

Deed Page:	0179
Deed Type:	WD

Residential

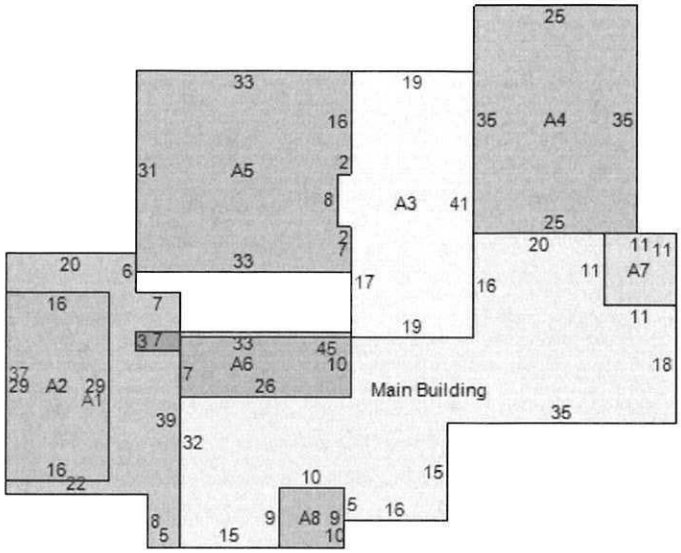
Card:	1
Stories:	1
Year Built:	2000
Effective Year Built:	
Remodeled Year:	
Living Area:	6,173
Total Living Area:	5,279
Total Rooms:	12
Bedrooms:	6
Family Rooms:	1
Attic:	4-FULL-FIN
Basement LA:	1563
Basement Rec Area:	
Full Baths:	7
Half Baths:	2
Additional Fixtures:	10
Total Fixtures:	35
Pre Fab Fireplace:	
Masonry Fireplaces:	4
Grade:	X-
CDU:	EX
% Complete	

Additions

Addition Number:	Description:	Area
0	---	1,988
1	UNFIN BSMT BASEMENT UNFINISHED-1SMAS MASONRY-1/2MA 1/2ST MASONRY-	997
2	UNFIN BSMT BASEMENT UNFINISHED-1SMAS MASONRY-AT FN ATTIC-FINISHED-	464
3	-1SMAS MASONRY--	795
4	-MG/BG MASONRY/BRICK GARAGE-AT FN ATTIC-FINISHED-	875
5	-MA_PT CONC/MAS PATIO--	1,007
6	-OMP OPEN MASONRY PORCH--	281
7	-OMP OPEN MASONRY PORCH--	121
8	-STOOP STOOP--	90

Land

Line Number:	1
Land Type:	S - SQUARE FOOT
Land Code:	1
Square Feet:	43,560
Acres:	1



Item	Area
Main Building	1988
A1 - 50/20/27:UNFIN BSMT BASEMENT UNFINISHED/1SMAS MASONRY/1/2MA 1/2ST MASONRY	997
A2 - 50/20/19:UNFIN BSMT BASEMENT UNFINISHED/1SMAS MASONRY/AT FN ATTIC-FINISHED	464
A3 - 20:1SMAS MASONRY	795
A4 - 23/19:MG/BG MASONRY/BRICK GARAGE/AT FN ATTIC-FINISHED	875
A5 - 33:MA_PT CONC/MAS PATIO	1007
A6 - 21:OMP OPEN MASONRY PORCH	281
A7 - 21:OMP OPEN MASONRY PORCH	121
A8 - 35:STOOP STOOP	90

Please return to:
Daniel W. Lee, City Attorney
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328
770-730-5600

TEMPORARY EASEMENT
(105 Kingston Manor)

STATE OF GEORGIA

COUNTY OF FULTON

THIS TEMPORARY EASEMENT AGREEMENT is made and entered into this 27th day of January, 2021, between MICHELLE LERNER AND JONATHAN LERNER, as GRANTORS, and CITY OF SANDY SPRINGS, GEORGIA, a Georgia Municipal Corporation, as GRANTEE.

WITNESSETH:

WHEREAS, GRANTORS are the owners of that certain tract or parcel of land lying and being in Land Lot 15 of 17TH District of Fulton County, Georgia, having a street address of 105 Kingston Manor, Parcel No: 17-0015-0004-026-8 in the City of Sandy Springs and being more particularly described on Exhibit "A" and as illustrated on the plat attached hereto as Exhibit "B" all of which are attached hereto and made part hereof by reference; and,

WHEREAS, The GRANTEE is coordinating with the GRANTORS and the for the improvement of certain public roadway improvements along Peachtree Dunwoody at Telford (the "Project"); and,

WHEREAS, the Project as proposed includes certain portions of GRANTOR'S Property and the GRANTEE desires that GRANTORS grant to the GRANTEE a temporary construction easement as more particularly described herein on and across GRANTOR'S Property in furtherance of the Project; and,

WHEREAS, GRANTORS are amenable to granting such easement only subject to the terms and provisions of this Agreement,

NOW, THEREFORE, for and in consideration of the sum of one dollar and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, GRANTORS and GRANTEE hereby agree as follows:

1) GRANTORS hereby grant and convey to GRANTEE the right and privilege of a Temporary Easement (the "Temporary Easement") across that portion of GRANTOR'S Property more particularly described on Exhibit "A" for roadway Improvements as illustrated on the plat attached hereto as Exhibit "B" all of which are attached hereto and made part hereof by reference.

2) The purpose of the Temporary Easement is to allow GRANTEE and/or its contractors, construction vehicles, and equipment access to the Property for the purpose of use in the (i) construction and installment of improvements and other purposes reasonable related to the Project and (ii) the removal construction debris related to the Project located on the property of GRANTOR.

3) The Temporary Easement granted herein shall terminate automatically on the completion and final acceptance of the Project, or TWO (2) year from the date this document is signed, whichever date shall first occur. Upon any such termination GRANTOR, without the necessity of any consent from GRANTEE or any further notice to GRANTEE, shall be entitled to file in the real property records of Fulton County, Georgia an appropriate document or instrument evidencing such termination.

GRANTORS and GRANTEE shall work cooperatively in good faith and with commercial reasonableness regarding the completion of such construction with the minimum necessary interference with or disruption of GRANTOR's continued use and enjoyment of the remainder of GRANTOR's Property.

IN WITNESS WHEREOF GRANTORS have hereunto set their hands and seals as of the day and year above written.

DANIELLA OUANOUNOU
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 21, 2023
FULTON COUNTY, GEORGIA

GRANTORS:

M. Lerner

MICHELLE LERNER

JONATHAN LERNER

Signed, sealed and delivered in the presence of:

Daniella Ouanounou

Notary Public
My Commission Expires: 10/21/23

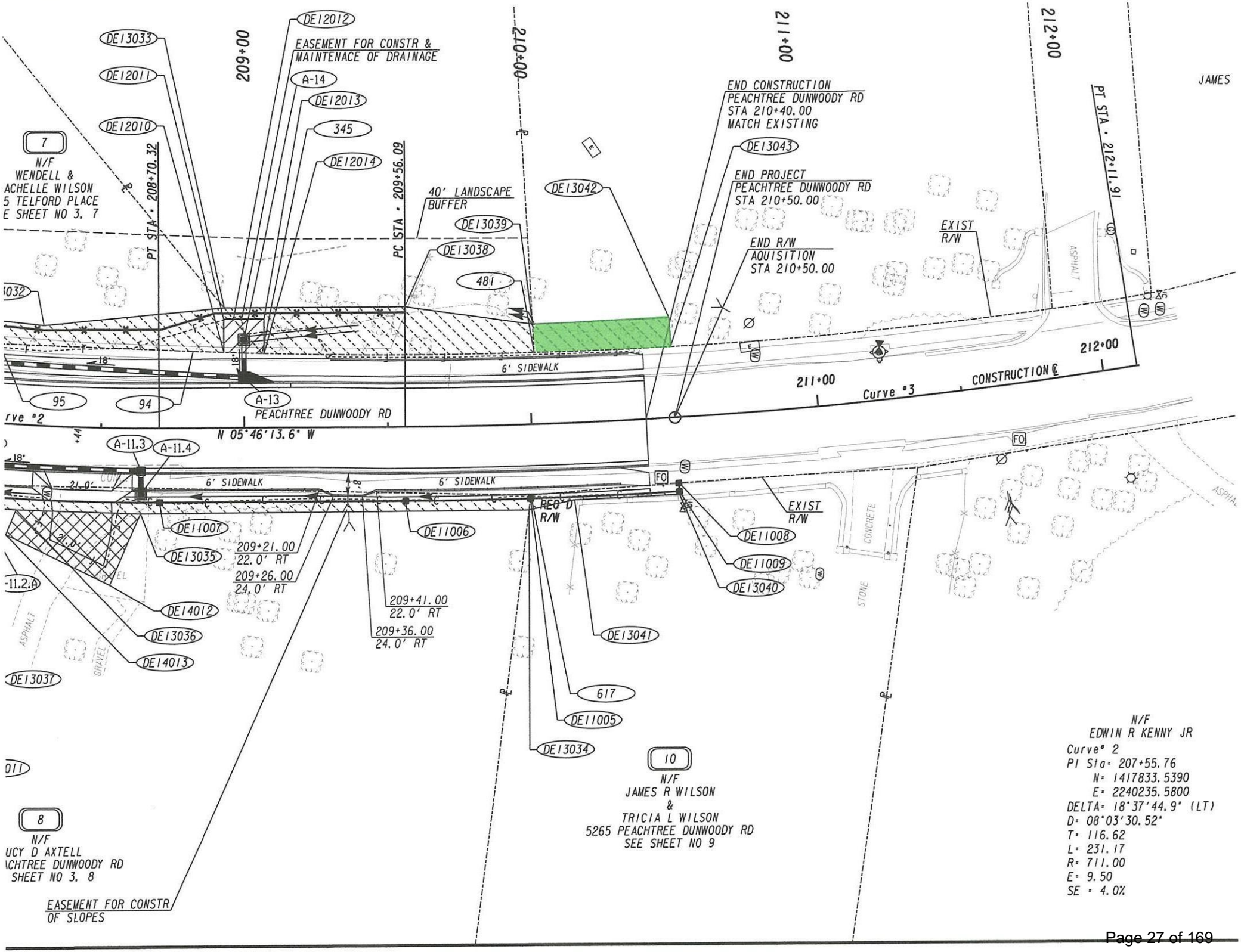
Unofficial Witness

EXHIBIT "A"

LEGAL DESCRIPTION
MICHELLE & JONATHAN LERNER
PIN: 17-0015-0004-026-8
TEMPORARY CONSTRUCTION EASEMENT

REQ'D EASM'T FOR THE CONSTR OF SLOPES

COMMENCING AT STATION 210+01.72 PER ROW PLANS DATED 6/26/2020 RUNNING THENCE S 81^09'21.6" W A DISTANCE OF 10.01 FEET TO A POINT 35.00 FEET LEFT OF AND OPPOSITE STATION 210+01.45 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD; THENCE N 8^10'26.2" W A DISTANCE OF 47.52 FEET TO A POINT 35.00 FEET LEFT OF AND OPPOSITE STATION 210+50.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD; THENCE N 80^59'17.7" E A DISTANCE OF 10.23 FEET TO A POINT 24.77 FEET LEFT OF AND OPPOSITE STATION 210+50.00 ON SAID CONSTRUCTION CENTERLINE LAID OUT FOR PEACHTREE DUNWOODY ROAD; THENCE SOUTHEASTERLY 47.56 FEET ALONG THE ARC OF A CURVE (SAID CURVE HAVING A RADIUS OF 1595.51 FEET AND A CHORD DISTANCE OF 47.55 FEET ON A BEARING OF S 7^54'25.0" E) BACK TO THE POINT OF BEGINNING. SAID REQ'D EASM'T FOR THE CONSTR OF SLOPES CONTAINING 486.54 SF (0.011 ACRES).


DE12012
DE13033
DE12011
DE12010
209+00
EASEMENT FOR CONSTR &
MAINTENACE OF DRAINAGE
A-14
DE12013
345
DE12014
210+00
211+00
212+00
END CONSTRUCTION
PEACHTREE DUNWOODY RD
STA 210+40.00
MATCH EXISTING
DE13043
END PROJECT
PEACHTREE DUNWOODY RD
STA 210+50.00
END R/W
AQUISITION
STA 210+50.00
PT STA = 212+11.91
JAMES
7
N/F
WENDELL &
ACHELLE WILSON
5 TELFORD PLACE
E SHEET NO 3, 7
PT STA = 208+70.32
PC STA = 209+56.09
40' LANDSCAPE
BUFFER
DE13042
DE13039
DE13038
481
EXIST
R/W
ASPHALT
6' SIDEWALK
212+00
211+00
Curve #3
CONSTRUCTION ℄
95
94
A-13
PEACHTREE DUNWOODY RD
rve #2
N 05°46'13.6" W
A-11.3
A-11.4
6' SIDEWALK
6' SIDEWALK
REQ'D
R/W
EXIST
R/W
DE11007
DE11006
DE11008
DE11009
DE13040
DE13035
209+21.00
22.0' RT
209+26.00
24.0' RT
209+41.00
22.0' RT
209+36.00
24.0' RT
DE14012
DE13036
DE14013
DE13037
DE13041
617
DE11005
DE13034
CONCRETE
STONE
ASPHALT
GRAVEL
10
N/F
JAMES R WILSON
&
TRICIA L WILSON
5265 PEACHTREE DUNWOODY RD
SEE SHEET NO 9
8
N/F
UCY D AXTELL
ACHTREE DUNWOODY RD
SHEET NO 3, 8
EASEMENT FOR CONSTR
OF SLOPES
N/F
EDWIN R KENNY JR
Curve# 2
PI Sta= 207+55.76
N= 1417833.5390
E= 2240235.5800
DELTA= 18°37'44.9" (LT)
D= 08°03'30.52"
T= 116.62
L= 231.17
R= 711.00
E= 9.50
SE = 4.0%

```
:2
)R THE CONSTR OF SLOPES   DE309

'FSET/        STATION/        ALIGNMENT
6.00  R     209+98.93         PEACHTREE DUNWOODY RD
'.87
 8°07'49.7" W
'.86
1686.00
3°23'54.0"
6.00  R     210+50.00         PEACHTREE DUNWOODY RD
7.00  R     210+50.00         PEACHTREE DUNWOODY RD
7.00  R     210+14.00         PEACHTREE DUNWOODY RD
0.00  R     209+98.34         PEACHTREE DUNWOODY RD
6.00  R     209+98.93         PEACHTREE DUNWOODY RD
REA =  72.53   SF
REA =  0.002   ACRES
```

11

N/F
JONATHAN & MICHELLE LERNER
105 KINGSTON MANOR COURT

```
'7
)R THE CONSTR OF SLOPES   DE310

'FSET/        STATION/        ALIGNMENT
5.00  L     210+01.72         PEACHTREE DUNWOODY RD
5.00  L     210+01.45         PEACHTREE DUNWOODY RD
5.00  L     210+50.00         PEACHTREE DUNWOODY RD
4.77  L     210+50.00         PEACHTREE DUNWOODY RD
'.56
 7°54'25.0" E
'.55
1595.51
3°35'27.8"
5.00  L     210+01.72         PEACHTREE DUNWOODY RD
REA =  486.54   SF
REA =  0.011   ACRES
```

AGREEMENT TO PURCHASE REAL ESTATE

PROJECT: **Peachtree Dunwoody Road @ Telford Place** **PROJECT #: T-0064**
OWNER: **Jonathan & Michelle Lerner** **PARCEL #: 11**
TAX ID#: **17-0015-0004-026-8**

STATE OF GEORGIA, FULTON COUNTY

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned grants to the City of Sandy Springs an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 15 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the offer of settlement sum of **$ 1,625.00,** the undersigned agrees to execute and deliver to the City of Sandy Springs, an easement to the lands owned by the undersigned as reflected on the attached Exhibit "A" and "B".

* * * *

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT A REAL ESTATE AGREEMENT FOR A TEMPORARY CONSTRUCTION EASEMENT ON PROPERTY LOCATED IN LAND LOT 15 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 a Real Estate Agreement for the acquisition of a Temporary Construction Easement by the City of Sandy Springs for property located at 105 Kingston Manor owned by Jonathan and Michelle Lerner in Land Lot 15 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 Peachtree Dunwoody at Telford Project, the City approves the acceptance of the Real Estate Agreement acquiring a Temporary Construction Easement on property located in Land Lot 15 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 2nd day of March, 2021.

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:	February 9, 2021 Submission for the March 2, 2021 Meeting
ITEM:	Request for Mayor and City Council Consideration of Acceptance of a Permanent Drainage Easement on Property Located in Land Lot 122 of the 17th District, City of Sandy Springs, Georgia

---

Recommendation:

Staff recommends that the Mayor and City Council accept a Permanent Drainage Easement ("PDE") on that tract of land lying and located in Land Lot 122 of the 17th District, Fulton County, Georgia, at 5690 Lake Forest Drive as shown in the attached exhibits ("Subject Property").

Background:

The Subject Property is owned by Cory McCallum ("Owner"). A permanent easement area containing 639 square feet and associated rights are required to facilitate the construction of the proposed storm water drainage improvements along Lake Forest Drive ("Project").

Discussion:

Upon approval and acceptance of the PDE, the Owner will grant the City an immediate right of entry in order to keep the Project on schedule.

Financial Impact:

The staff was successful in negotiating a donation of the required land rights.

Alternatives:

N/A

Attachments:

1. Fulton ID Aerial Map - Mc Callum
2. PDE_McCallum (executed)
3. ROE_McCallum (executed)
4. Resolution_5690 LFD

17 012200010055, 5690 LAKE FORREST DR, SANDY SPRINGS

May 4, 2020

1:1,812

0 125 250 500 ft

0 35 70 140 m

Tyler_Transportation

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

Cross reference:
Deed Book 49738 Page 336
Parcel No: 17-0122-0001-005-5

PERMANENT DRAINAGE EASEMENT

STATE OF GEORGIA

FULTON COUNTY

THIS AGREEMENT is entered into the _____ day of _____ 2021, between CORY McCALLUM herein referred to as the "Grantor", and the CITY OF SANDY SPRINGS, GEORGIA, hereinafter called the "Grantee".

THAT WHEREAS, Grantee is desirous of obtaining **639 square foot Permanent Drainage Easement** upon and across the property of Grantor, located in Land Lot 122 of Land District 17th of Fulton County, GA, as is more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference, and:

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

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

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

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

GRANTOR:

CORY McCALLUM

Signed, sealed and delivered in the presence of:

Notary Public
My commission expires: 9-14-21
(seal)

Witness
Name: Celeste Rueias

TONI CAPPELLI BOYD
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES SEPTEMBER 14, 2021

EXHIBIT "A"

LEGAL DESCRIPTION
CORY MCCALLUM

All that tract or parcel of land lying and being in Land Lot 122, 17th District of City of Sandy Springs, Fulton County, Georgia and more particularly described as follows:

Commencing at the iron pin found at the south east corner of pin 17 01220001055 known as the **Point of Commencement**, thence north 00°32'25" east for a distance of 37.47 feet along the existing Right of Way of Lake Forrest Drive to a point being shown as the **Point of Beginning**.

> Thence departing said Right of Way and leaving said Point of Beginning north 81°36'11" west for a distance of 33.35 feet to a point, thence north 08°23'49" west for a distance of 20.00 feet to a point, thence south 81°36'11" east for a distance of 30.59 feet to a point on the existing Right of Way of Lake Forrest Drive, thence along said Right of Way 0°32'25" west for a distance of 20.19 feet to a point along said Right of Way and said point being the **Point of Beginning**.

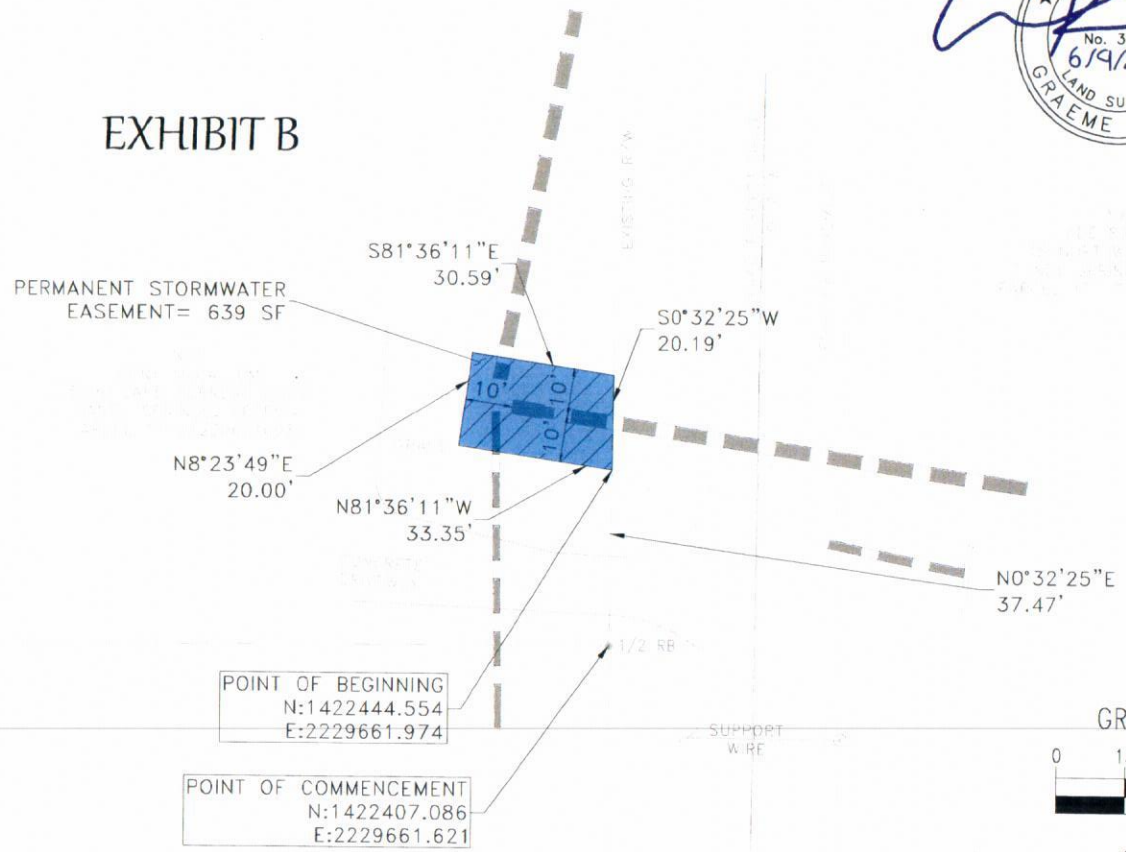
Said permanent stormwater drainage easement having an area of 639 square feet.

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	5423.01	1	1

PERMANENT STORMWATER EASEMENT

GEORGIA REGISTERED No. 3277 6/9/2020 LAND SURVEYOR GRAEME KAISER

EXHIBIT B



GRAPHIC SCALE

0 15 30 60

(IN FEET)

1 inch = 30 ft.

DATE	REVISIONS	DATE	REVISIONS

SANDY SPRINGS GEORGIA

CITY OF SANDY SPRINGS PUBLIC WORKS
1 CALAMBOS WAY
SANDY SPRINGS, GA 30328

COLUMBIA ENGINEERING
2862 BUFORD HIGHWAY
SUITE 200
DULUTH, GA 30096

5690 LAKE FORREST DRIVE
EASEMENT EXHIBITS
EXHIBIT B

DESIGNED BY ARB	CES JOB NO 5423.01	DRAWING NUMBER
DRAWN BY ARB	DATE 05/29/2020	EE-01
CHECKED BY	SCALE	

Right of Entry Agreement

For and in consideration of the sum of one dollar ($1.00), the receipt and sufficiency of which is hereby acknowledged, the undersigned **CORY McCALLUM** does hereby grant unto Sandy Springs, Georgia, its agents, employees or contractors a license to enter onto our property herein described below:

> **All that tract or parcel of land lying and being in Land Lot 122 of the 17th District, Fulton County, Georgia, being Lot 4, Block B, Marchman Estates Subdivision, as per plat recorded in Plat Book 72, Page 108, Fulton County, Georgia records, which recorded plat is incorporated herein by this reference and made a part of this description. Said property being known as 5690 Lake Forrest Drive NE according to the present system of numbering houses in Fulton County, Georgia.**

By the granting of this license I do not convey any property interest and do not intend for this agreement to be or become an easement. I further certify that I own the fee simple title to the property to be entered upon and that we have the right to execute this license.

In consideration of the benefit to the undersigned for the inspection and remediation of the subsurface conditions on his property, the undersigned hereby releases Sandy Springs, Georgia its agents and employees from any and all liability for consequential damages arising out of or related to such (construction) (repair) (maintenance).

In Witness Whereof, I have set my hand and seal this 8 day of February, 2021.

CORY McCALLUM

Signed, sealed and delivered in the presence of:

Witness
Name: Celeste Rivelas

Notary Public
My commission expires: 9-14-21

TONI CAPPELLI BOYD
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES SEPTEMBER 14, 2021

RESOLUTION NO. 2021 - _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT A PERMANENT STORMWATER DRAINAGE EASEMENT ON PROPERY LOCATED IN LAND LOT 122 OF THE 17th DISTRICT, CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

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

WHEREAS, the City Manager directed the City's Department of Public Works ("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, Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Permanent Drainage Easement by the City for property located at 5690 Lake Forest Drive owned by Cory McCallum, in Land Lot 122 of the 17th District, City of Sandy Springs, Fulton County, Georgia.

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

The City Council approves the acceptance of the Permanent Drainage Easement on property located in Land Lot 122 of the 17th District, City of Sandy Springs, Fulton County, Georgia, to facilitate the construction of certain Stormwater Drainage Improvements along Lake Forest Drive.

SO RESOLVED, this 2nd day of March, 2021.

Approved:

_____
RUSSELL K. PAUL, Mayor

Attest:

_____
RAQUEL GONZALEZ, City Clerk

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Toni Jo Howard, Finance Director

DATE: February 11, 2021 Submission for the March 2, 2021 Meeting

ITEM: ABL_73956 - Approval of Alcoholic Beverage License Application for Banana Leaf Thai, LLC DBA Banana Leaf Thai & Bar 227 Sandy Springs Place NE Ste 502 Sandy Springs, GA 30328. Applicant is Supakorn Thanasongtrakul for Consumption on the Premises of Wine, Malt Beverages, and Distilled Spirits.

Recommendation:

Approve the application for Consumption of Wine, Malt Beverages, and Distilled Spirits for Banana Leaf Thai, LLC DBA Banana Leaf Thai & Bar 227 Sandy Springs Place NE Ste 502 Sandy Springs, GA 30328.

Background:

Applicant submitted a completed application on January 14, 2021. Applicant has passed the background investigation.

Discussion:

This is a Change of Ownership for Consumption of Wine, Malt Beverages, and Distilled Spirits. Business is located between Hammond Drive and Sandy Springs Place NE.

Staff has reviewed this application and recommends approval.

Financial Impact:

$6,700.00

Alternatives:

None

Attachments:

1. Public Hearing Letter - Banana Leaf Thai & Bar
2. final hearing letter- Banana Leaf Thai & Bar

SANDY SPRINGS
GEORGIA

CITY OF SANDY SPRINGS
PUBLIC NOTICE
21-73956

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

DATE & TIME: March 02, 2021
6:00 P.M.

PURPOSE: Alcoholic Beverage License Application
Consumption
Wine, Malt Beverage & Distilled Spirits

APPLICANT: Banana Leaf Thai, LLC
DBA Banana Leaf Thai & Bar
227 Sandy Springs PL NE Ste 502
Sandy Springs GA 30328

SANDY SPRINGS
GEORGIA

To: Andrea Surratt, City Manager

From: Toni Jo Howard, Finance Director

Date: February 11, 2021 for Submission onto the March 02, 2021 City Council Meeting

Agenda Item: 73956 - Approval of Alcoholic Beverage License Application for Banana Leaf Thai, LLC DBA Banana Leaf Thai & Bar 227 Sandy Springs Place NE Ste 502 Sandy Springs, GA 30328. Applicant is Supakorn Thanasongtrakul for Consumption on the premises of Wine, Malt Beverages, and Distilled Spirits.

CMO (City Manager's Office) Recommendation:
Approve the application for Consumption of Wine, Malt Beverages, and Distilled Spirits for Banana Leaf Thai, LLC DBA Banana Leaf Thai & Bar 227 Sandy Springs Place NE Ste 502 Sandy Springs, GA 30328.

Background:
Applicant submitted a completed application on January 14, 2021. Applicant has passed the background investigation.

Discussion:
This is a Change of Ownership for Consumption of Wine, Malt Beverages, and Distilled Spirits. Business is located between Hammond Drive and Sandy Springs Place NE.

Staff has reviewed this application and recommends approval.

Alternatives:
None

Financial Impact:
Revenue - $6,700.00

Concurrent Review:
Celeste Ruelas, Revenue Lead

SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: Kristin Smith, Assistant City Manager

DATE: February 1, 2021 Submission for the March 2, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of a Resolution to Award Non-Profit Funding for COVID-19 Pandemic Response; to Authorize the Preparation of Contracts Setting the Terms and Conditions for the Granting of Such Funds; and to Authorize the City Manager to Execute Aforementioned Contracts

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Recommendation:

Staff recommends approval of the resolution to award $175,000 to local non-profits to provide services to individuals and families impacted by COVID-19.

Background:

Fulton County allotted $25,000,000 of its CARES funding allocation to the cities in its jurisdiction, apportioned by population. The City of Sandy Springs was eligible to receive $4,566,429.

First Responder Payroll was an eligible expense for reimbursement. Between May 15 and July 31, the City of Sandy Springs eligible payroll exceeded its potential reimbursement, reaching $5,095,215. Because this funding was already available through the City's normal budgeting process, a portion of the funding was re-allocated to other areas in need of additional funds to provide COVID-19 relief.

At its November 17, 2020 meeting, City Council allocated budget funding from the City's general fund in the amount of $220,000 for a Non-Profit Assistance Program ("Program").

Discussion:

Staff posted a Request for Proposals (RFP) on the City's website on December 23, 2020. Responses were due on January 28, 2021. The RFP focused on COVID-19 response for eligible non-profit organizations to serve the Sandy Springs community. Five nonprofit organizations submitted proposals to the City.

Staff recommends contract awards to four (4) non-profits, including Temple Emanu-El of Greater Atlanta, Inc., Solidarity Sandy Springs, Inc., The Society of St. Vincent de Paul Georgia, Inc., and the Community Assistance Center, Inc. Each non-profit will execute a contract with the City in the form shown in the attached RFP, pursuant to which each agrees to use the funds for eligible activities for

COVID-19 Pandemic response.

- **Temple Emanu-El** requests $15,000 to provide food to 140 immigrant families, averaging 4.5 persons per household, for 4-months.
- **Solidarity Sandy Springs** requests $50,000 in funding to support the existing food pantry which provides perishable and non-perishable foods and non-food options.
- The **Society of St. Vincent de Paul** requests $55,000 to provide homelessness prevention and family wellbeing programs for at least 100 households. The program addresses housing and food insecurity by providing direct financial assistance for rent, utilities, and food.
- The **Community Assistance Center** requests $55,000 in funding to support program operations to meet urgent needs for financial assistance, including rent, utilities, and food, for Sandy Springs residents experiencing documented loss of income due to the COVID-19 crisis. Funds will be used to help maintain staffing and operations to support the activities needed to meet the objectives of housing stability and food security.

Staff received one (1) additional proposal in response to the RFP from Rehabilitation Ranch, Inc. The proposal would provide three-months of grant support for up to 20 special needs children to attend a proposed childcare program. The proposed location, North Springs United Methodist Church located at 7770 Roswell Road, is not appropriately zoned for the proposed daycare use so staff is unable to recommend this proposal for funding at this time.

Financial Impact:

Proposed contract awards total $175,000. Up to $220,000 of funding is currently available for this program (General Fund Budget 1001595-521240).

Alternatives:

The Mayor and Council could opt not to award the contracts and provide further direction to staff.

Attachments:

1. Resolution
2. RFP21-032

RESOLUTION NO. 2021-

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO AWARD NON-PROFIT FUNDING FOR COVID-19 PANDEMIC RESPONSE; TO AUTHORIZE THE PREPARATION OF CONTRACTS SETTING THE TERMS AND CONDITIONS FOR THE GRANTING OF SUCH FUNDS; AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE AFOREMENTIONED CONTRACTS

WHEREAS, the City allocated up to $220,000 to support non-profit response to Sandy Springs residents suffering as a result of the COVID 19 pandemic; and

WHEREAS, funding will be distributed as grant funds to local non-profits through a procurement process; and

WHEREAS, staff posted a Request for Proposals ("RFP") on the City's website on December 23, 2020 and closed the RFP on January 28, 2021; and

WHEREAS, the City received five (5) proposals in response to the RFP, which were evaluated in accordance with the RFP criteria; and

WHEREAS, following evaluation, staff recommends that contracts for grant funds be awarded to four (4) local non-profits submitting proposals: Temple Emanu-El of Greater Atlanta, Inc., Solidarity Sandy Springs, Inc., The Society of St. Vincent de Paul Georgia, Inc., and the Community Assistance Center, Inc., as described herein; and

WHEREAS, Temple Emanu-El of Greater Atlanta, Inc., Solidarity Sandy Springs, Inc., The Society of St. Vincent de Paul Georgia, Inc., and the Community Assistance Center, Inc. will serve low to moderate income populations; and

WHEREAS, the City desires to award the following amounts to the non-profits listed above: to Temple Emanu-El of Greater Atlanta, Inc., the amount of $15,000; to Solidarity Sandy Springs, Inc., the amount of $50,000; to The Society of St. Vincent de Paul Georgia, Inc., the amount of $55,000; and to the Community Assistance Center, Inc., the amount of $55,000; and

WHEREAS, the terms and conditions of each grant will be pursuant to a contract that will require the non-profit, among other things, to submit regular progress reports related to the allocation and to use the allocated funds only for the benefit of Sandy Springs residents.

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

1. A grant to Temple Emanu-El of Greater Atlanta, Inc., in the amount of $15,000 for the purposes stated in this Resolution is hereby approved, subject to Temple Emanu-El of Greater Atlanta, Inc. meeting all contractual requirements.

2. A grant to Solidarity Sandy Springs, Inc., in the amount of $50,000 for the purposes stated in this Resolution is hereby approved, subject to Solidarity Sandy Springs, Inc. meeting all contractual requirements.

3. A grant to The Society of St. Vincent de Paul Georgia, Inc., in the amount of $55,000 for the purposes stated in this Resolution is hereby approved, subject to The Society of St. Vincent de Paul Georgia, Inc. meeting all contractual requirements.

4. A grant to the Community Assistance Center, Inc., in the amount of $55,000 for the purposes stated in this Resolution is hereby approved, subject to the Community Assistance Center, Inc. meeting all contractual requirements.

5. The City Attorney is hereby authorized to prepare contracts for each local non-profit receiving grant funds and to take such actions as may be deemed necessary or prudent to effectuate the intent of this Resolution prior to execution of the contracts.

6. The City Manager is hereby authorized to execute such contracts with the local non-profits as prepared by the City Attorney.

RESOLVED this 2nd day of March, 2021.

Approved:

_____

Russell Paul, Mayor

Attest:

_____

Raquel Gonzalez, City Clerk

Seal:

SANDY SPRINGS™

GEORGIA

REQUEST FOR PROPOSALS ("RFP") #21-032
City of Sandy Springs
COVID-19 Assistance for Citizens

No Pre-Proposal Conference

1 Galambos Way, Sandy Springs, Georgia 30328

Proposals are due no later than: January 28, 2021, 2:00 PM EST.

Sealed responses to this RFP ("Proposals") will be received no later than January 28, 2021, 2:00 PM EST. The City of Sandy Springs will only accept online submissions for this RFP through the Bonfire Portal at: https://sandysprings.bonfirehub.com/projects/view/36213.

A Proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

General Information:

1. All communications regarding this solicitation shall be with the assigned Procurement Officer, Edward McAdoo III, at purchasing@sandyspringsga.gov.

2. All questions or requests for clarification shall be sent via Bonfire under Message - Opportunity Q&A: https://sandysprings.bonfirehub.com/projects/view/36213.

Questions are due no later than January 11, 2021, 5:00 PM EST. Questions received after this date and time may not be answered.

3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information related to this solicitation will be posted on the Bonfire website at: https://sandysprings.bonfirehub.com/projects/view/36213.

It is the Applicant's responsibility to check the Bonfire portal for any addenda or other communications related to this solicitation.

4. The City intends to execute a memorandum of understanding ("MOU") with the selected Applicant(s) in the form included as Attachment A to this RFP.

5. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

6. A checklist is provided with this RFP for your convenience. It should not be submitted with your Proposal.

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SECTION 8: TERMS AND CONDITIONS

ATTACHMENT A: Memorandum of Understanding, which includes all Exhibits attached thereto including:

- Applicant's Proposal
- Budget/Fee Schedule
- Certification of Contractor - Georgia Security and Immigration Compliance Act
- Certification of Consultant - Drug-Free Workplace
- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)
- Insurance Requirements
- Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal ("Applicant") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for Applicant. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq., have not been violated and will not be violated in any respect.

Print/Type Applicant Name: _____

Authorized Signature for Applicant: _____

Print/Type Name of Authorized Signatory: _____

Date: _____

CORPORATE CERTIFICATE

I, _____, certify: that I am the Secretary of the company named as Applicant in the foregoing Proposal; that _____, who signed said Proposal on behalf of the Applicant, was then (title) _____ of said company; that said Proposal was duly signed for and in behalf of said company by authority of its governing body, and is within the scope of its corporate powers; and that said company is organized under the laws of the State of Georgia or duly registered and authorized to do business in Georgia.

This _____ day of _____, 20__.

CORPORATE NAME: _____

d/b/a: _____

_____
(Authorized Signature)

Print/Type Name of Authorized Signatory: _____

(Seal)

APPLICANT'S RFP CHECKLIST

Critical Things to Keep in Mind When Responding to an RFP for the City of Sandy Springs ("City")

1. _____ Read the *entire* document. Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. _____ Note the Procurement Officer's name, address, and email address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. _____ Attend the pre-Proposal conference, if scheduled. This conference provides an opportunity to ask clarifying questions, obtain a better understanding of the project, or notify the City of any ambiguities, inconsistencies, or errors in the RFP. This conference is not mandatory.
4. _____ Take advantage of the "question and answer" period. Submit your questions to the Procurement Officer by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for this RFP will be posted on the City's purchasing page at http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements.
5. _____ Follow the format required in the RFP when preparing a response ("Proposal"). Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City will know what your firm's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposals are evaluated based on the information and materials provided in response to the RFP.
7. _____ Use the forms provided with the RFP, if any.
8. _____ Check the City's website for RFP addenda before submitting a Proposal at http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements. If any exist, you must submit a signed cover sheet for each addendum issued along with your Proposal.
9. _____ Review the RFP again to make sure that you have addressed all requirements. Your original Proposal and the requested copies must be identical and complete. The copies are provided to individuals evaluating Proposals and will be used to rank your Proposal.
10. _____ Submit your Proposal on time. Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Proposals will not be accepted.

This checklist is provided for assistance only and should not be submitted with your Proposal.

SECTION 1: INTRODUCTION

To assist in responding to the negative impacts of the COVID-19 Pandemic, the City of Sandy Springs has allocated up to $220,000 for non-profit funding ("Funds"). The City plans to allocate these Funds to eligible non-profit organizations for activities that respond to the growing impact of this public health crisis. The purpose of this RFP is to solicit responses ("Proposals") from qualified non-profit organizations as described herein to use these Funds in compliance with all applicable laws, regulations and guidelines. Funds will be made available by the City to successful non-profit organizations upon execution of a memorandum of understanding ("MOU") in the form shown in Attachment A to this RFP, upon the terms and conditions described in this RFP and in the MOU. Please review this RFP and the MOU carefully to understand all requirements, conditions, and obligations**.**

SECTION 2: SCOPE OF WORK

The City will reimburse eligible expenditures on a monthly basis, and non-profit organizations shall submit monthly grant report forms with all required documentation disclosing what eligible populations were served and representing, among other things, that Funds were used for the benefit of Sandy Springs citizens.

Use of Funds

Funds shall be used specifically for efforts in response to COVID-19 impacts including, but not limited to:

1. Financial relief for housing, utility, food and childcare assistance;
2. Emergency rental assistance for COVID-19 related job loss;
3. Emergency sheltering; or
4. Other specific emergency responses and programs from qualified non-profit organizations serving low and moderate-income persons.

Characteristics of Desired Programs

1. Results-driven: program includes a tracking system to measure the program's impact.
2. Evidence-based practice: program has a significant level of quantitative and qualitative data showing positive outcomes.
3. Innovative: program addresses gaps in current systems, tests new approaches, or uses creative strategies to address unmet needs.
4. Collaborative: agency partners with one or more organizations to achieve mutual intended outcomes. Two or more local communities/non-profits working in support of a single or collaborative project.

Applicant Requirements

1. An Applicant must be a unit of government or a non-profit organization that has received an IRS Section 501(c) tax-exempt designation from the Internal Revenue Service.
2. An Applicant must have an active DUNS # (a unique nine (9) digit identifier for businesses).
3. If an Applicant is delinquent on an obligation to the City, is currently in default on any City benefit, or is delinquent in any required reporting or monitoring activities, Applicant's Proposal will not be considered.
4. An Applicant who has received funds in the past from the City for a project must be in good standing with the City and its project must be progressing in accordance with the schedule developed for the project.
5. The City prefers Applicants who have been in operation for three (3) or more years, but will not exclude Applicants who have not been in operation for three years from consideration**.**

SECTION 3: SUBMITTAL OF PROPOSAL

Proposals shall be submitted through the Bonfire portal at *https://sandysprings.bonfirehub.com/projects/view/36213* no later than 2:00 PM EST on January 28, 2021.

A Proposal received after this date and time or at any other location will not be accepted or considered. The City is not responsible for delays caused for any reason. It is the sole responsibility of the Applicant to submit its Proposal before the required deadline. Hard copy, electronic and facsimile submittals **will not** be accepted.

SECTION 4: CONTENTS OF PROPOSAL, EVALUATION CRITERIA AND SELECTION PROCESS

GENERAL INFORMATION

The RFP and Proposals will enable the City to gather additional information and identify qualified organizations to perform the services described in the Scope of Work (Section 2) and specifications. The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received. An evaluation committee ("Evaluation Committee") will be established by the City to evaluate Proposals. The City reserves the right, among others, to determine that no qualified Proposals have been received and reject all Proposals.

Proposal Requirements

Proposals should include the following information and should be limited to ten (10) total pages (excluding summary letter, resumes, and IRS determination letter):

1. Provide a summary letter (excluded from page count) that includes:
    a. the name, address and telephone number of the organization submitting the Proposal;
    b. the name and telephone number of the organization's chief executive officer;
    c. the tax identification number for the organization;
    d. the DUNS number for the organization;
    e. contact information (telephone number and e-mail address) for the individual completing the Proposal.
2. Provide IRS determination letter for non-profit status (excluded from page count).
3. Provide a clear and concise description of the proposed project/activity (only one project Proposal is allowed per Applicant) and how the project/activity prevents, prepares for and/or responds to emergency issues created by the COVID-19 Pandemic.
    a. The project/activity proposed must address a community issue that is related to the COVID-19 Pandemic;
    b. The project/activity must benefit Sandy Springs citizens;
    c. All Fund awards will be based on documented need.
4. Include a resume of experience and other qualifications of the individuals responsible for the proposed project/activity. Please specify their proposed roles in the proposed project/activity and identify a project manager.
5. Include a budget and a timeline for the proposed project/activity.
6. Include any leveraged funding from other sources in the budget.
7. Provide an estimate for the number for individuals or households that will benefit from the proposed project/activity.
8. Describe how Applicant will document eligible population requirements.
9. Demonstrate how service area requirements will be documented (must benefit Sandy Springs citizens).
10. Include financial reports, including the agency budget and last audit, and any other match funds received.
11. Include an executed Proposal Signature and Certification, in the form shown above in this RFP.

A. EVALUATION CRITERIA

Proposals that do not contain all information required by this RFP or are otherwise non-responsive to the requirements may be rejected immediately. The City reserves the right to fund projects at a level which is less than the amount requested. The City reserves the right to waive irregularities or deficiencies in a Proposal if the City determines that waiver is in the best interests of the City. The City may request supplemental written information from an Applicant concerning the Applicant's ability to perform the services. If an Applicant fails to provide supplemental information within the time stated in the request, the City may refuse to consider the Applicant's Proposal. The City may request an interview with any

Applicant. If a Proposal is unclear, or appears inadequate, the Applicant may be given an opportunity to explain how the Proposal complies with the requirements of this RFP. The City reserves the right to make such investigation it deems appropriate to determine whether an Applicant is qualified to provide the services. If an Applicant fails to cooperate with an investigation, or if an Applicant provides false, misleading or incomplete information, the City may refuse to consider the Applicant's Proposal.

In cases of doubt or differences of opinion concerning the interpretation of this RFP, the City reserves the exclusive right to determine the intent, purpose and meaning of any provision in this RFP.

Applicants shall comply with all applicable federal, state and City statutes, rules, regulations and record-keeping requirements governing the use of City funds. The Applicant or Applicants selected by the City will be required to enter into the MOU attached hereto, which shall be signed and executed prior to disbursement of any Funds.

Proposals will be ranked according to the following criteria:

Criteria for Consideration	**Weight in Evaluation**
Providing Services directly related to COVID-19 emergency issues	30%
Serving significant low to moderate income populations	20%
Impact (number of Sandy Springs residents served)	20%
GAAP financial reports	10%
Program performance measures	10%
Tenure of non-profit	5%
Amount of Funds matching	5%

Preference will be given to those non-profit organizations not already receiving COVID-19 support via the City's CDBG-CV funding.

Funding

Funding requests may not exceed $55,000. Actual funding awards may be less than the requested amount based upon the availability of Funds.

Funds may not be used for capital expenditures, such as building improvements. If staff salaries or other administrative expenses are proposed for Funds, Applicant must demonstrate COVID-19 specific need for such request.

B. SELECTION PROCESS

1. Interviews

At the City's discretion, selected Applicant(s) may be interviewed as a part of Proposal evaluation based upon the criteria set out in the RFP, and other qualities demonstrated by the Applicant to differentiate itself from other Applicants and Proposals, such as unique qualities, methodologies, or approaches. Selected Applicants may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

2. Additional Information

Any information received by the Evaluation Committee subsequent to submittal of the Applicant's Proposal will be used to further evaluate the short-listed Applicants to determine a rank-order. The Evaluation Committee will make a recommendation for award, but Mayor and City Council shall have final approval of any award resulting from this solicitation.

3. Financial Information

Information regarding the organization's financial history and stability shall be required, the Applicant shall submit the most recent two (2) years of audited financial statements.

SECTION 4: PRE-SUBMITTAL INQUIRIES

All questions, comments or requests for clarification shall be sent via Bonfire under Message - Opportunity Q&A: https://sandysprings.bonfirehub.com/projects/view/36213 or directed to purchasing@sandyspringsga.gov. The Applicant shall clearly reference the section and page numbers of the RFP which are applicable to the question(s) or comment(s) submitted.

Note: Oral questions will not be accepted due to the possibility of misunderstanding or misinterpretation.

Questions are due no later than **January 11, 2021, 5:00 PM EST** to allow for analysis and dissemination of the City's responses in advance of the Proposal due date**.** Questions received after this date and time may not be answered.

Questions and clarifications will be answered in the form of an addendum to this RFP. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at: https://sandysprings.bonfirehub.com/projects/view/36213. It is the Applicant's responsibility to check the Bonfire portal for any addenda or other communications related to this solicitation.

SECTION 5: COMMUNICATIONS

The principal point of contact for this solicitation is the Procurement Officer. The Procurement Officer can be reached via email at purchasing@sandyspringsga.gov. Until Funds are awarded and announced regarding the procurement, elected officials, Evaluation Committee members, employees of the City, and contracted personnel receiving information and documents regarding this procurement are not allowed to communicate regarding the procurement for any reason with any potential or interested organizations, vendors, City staff, or contracted personnel except through the City's Procurement Officer or designated successor.

For violation of this restriction, the City reserves the right to reject the Proposal of any Applicant who knowingly participates in such violation. Any City staff or elected officials who violate this restriction acknowledge such conduct may result in an ethics violation pursuant to the City's ethics ordinance and/or disqualification from further participation in, or briefing on, the procurement. All communications concerning this procurement shall be directed to the Procurement Officer named in this solicitation.

SECTION 6: SCHEDULE OF EVENTS*

EVENT	DATE
RFP Released	December 23, 2020
Deadline for Receipt of Inquiries	January 11, 2021
Deadline for Posting Written Answers to Inquiries	January 19, 2021
Proposal Due Date	January 28, 2021
Proposal Evaluations Completed	February 8, 2021
Presentations/Interviews (Optional)	February 16 & 17, 2021
Final Selection	February 2021

*This proposed schedule of events is informational and is subject to change at the discretion of the City.

SECTION 7: TERMS AND CONDITIONS

All Proposals and supporting materials as well as correspondence relating to this solicitation become property of the City when received. Any proprietary information contained in the Proposal shall be so indicated; however, a general indication that the entire contents, or a major portion, of the Proposal is proprietary will not be honored. The following terms and conditions shall also apply:

1. All applicable federal and State of Georgia laws and City ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Applicants throughout and are incorporated herein.

2. Professionals requiring special licenses shall be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.

3. No Proposal shall be accepted from, and no Funds will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.

4. The City shall be able to request of an Applicant satisfactory evidence that it has the necessary financial resources to accomplish the requirements described in this RFP.

5. From the date this RFP is issued until Funds are awarded, Applicants are not allowed to communicate with any staff or elected officials of the City regarding this solicitation, except at the direction of Edward McAdoo III, Procurement Officer in charge of this solicitation. Any unauthorized contact may disqualify the Applicant from further consideration. Contact information for the single point of contact is as follows:

   Edward McAdoo III, Procurement Officer
   City of Sandy Springs
   1 Galambos Way
   Sandy Springs, Georgia 30328
   Email: purchasing@sandyspringsga.gov

6. While the City has every intention to award Funds and enter into MOU(s) as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to award Funds and execute a MOU. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

a. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any Applicant for preparation of its Proposal. Proposals may be returned upon request if unopened;

b. Reject any or all Proposals received, make an award based directly on the Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Applicants;

c. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any Proposal;

d. Make partial award or no award if it is in the best interest of the City to do so; and

e. Terminate any MOU for any reason if the City determines such action to be in its best interest.

ATTACHMENT A

FORM OF
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANDY SPRINGS, GEORGIA
AND
_____

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, ____, between the City of Sandy Springs, Georgia ("City") and _____ ("Organization").

WHEREAS, the mission of the Organization is _____; and

WHEREAS, the Organization serves many persons in the City and enhances the City by providing for those in need; and

WHEREAS, in consideration of the Organization's mission and the services they provide for the City, the City wishes to provide funding to the Organization in furtherance of its mission;

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

1.0 GRANT ACCEPTANCE AND SCOPE OF SERVICES

The City makes, and the Organization accepts, an award of funds in the amount of _____ Dollars ($____) ("Funds"), to provide the services described in the Organization's proposal ("Services"), a copy of which is attached hereto and incorporated herein as Exhibit A. The Organization hereby accepts the Funds and agrees to the terms and conditions stated in this MOU. The Organization shall utilize the Funds to perform the Services consistent with the mission of the Organization and as otherwise described in Exhibit A.

2.0 DISBURSEMENT

Upon submission of monthly reports in the form attached hereto and incorporated herein as Exhibit B ("Reports"), and as required by Section 5 of this MOU, and any other documentation required by the City Finance Director, the City shall tender a check to the Organization as reimbursement for the cost of the Organization's performance of Services. If the Organization fails to submit said Reports or other documentation as required, such failure shall be considered a material breach of this MOU and the City will be under no obligation to reimburse the Organization for any Services provided pursuant to this MOU.

3.0 USE

The Organization may use the Funds only for the purposes referenced in Section 1.0 and detailed in Exhibit A of this MOU. Any additional services the Organization wishes to provide other than what is stated in this MOU and Exhibit A shall not be eligible for reimbursement hereunder unless otherwise approved in writing by the City, which approval shall be authorized and executed by the City Manager or designee. Allowable expenses must be approved by the City Finance Director, but may not include capital expenditures, such as building improvements.

The Organization acknowledges the Funds are restricted to permitted uses for the benefit of City residents. Funds shall not be used to provide Services for residents of another jurisdiction. Furthermore, Funds shall be used for the benefit of low to moderate income populations.

4.0 TERM OF AGREEMENT

a. Term. The term of this MOU shall commence and shall become effective on the date hereinabove set forth, and shall be completed no later than June 30, 2021, unless otherwise extended in writing or earlier terminated by the City.

b. Termination. This MOU may be terminated by the City at any time upon thirty (30) days' prior written notice to the Organization. Upon such termination, the City shall be obligated to reimburse only those eligible costs and expenses that are expended or committed by the Organization for approved Services to the date of termination and that otherwise comply with all requirements for reimbursement stated herein.

5.0 ACCOUNTABILITY

a. Accounting. In order to be eligible for reimbursement, the Organization shall submit monthly Reports substantially in the form attached hereto as Exhibit B for Services performed by the Organization during the course of this MOU. All Reports and reimbursement requests, along with any other documentation as may be required by the City Finance Director, shall be submitted no later than June 21, 2021. The Reports shall indicate a detailed breakdown of the Services provided and the cost for each Service. The sum of all Reports should account for the entirety of the requested reimbursement amount of up to $_____. A total accounting showing less than $____ expended on approved Services during the allowable time frame shall be considered to be a waiver of any unexpended Funds and only those Funds shown to be properly expended by the Reports shall be subject to reimbursement in accordance with this MOU, up to and including $_____.

b. Audit. The City hereby retains authority to obtain and/or perform an audit of the Organization in any manner related to the Services or the expenditure/reimbursement of Funds.

c. Records Retention. The Organization will maintain all records related to the award and use of Funds and each Report required by this MOU for at least five (5) years after it has received any reimbursement from the City in accordance with the terms of this MOU.

6.0 GENERAL TERMS

Compliance with Law. In the performance of this MOU, the Organization shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Title VI and Title VII of the Civil Rights Act, as amended, Age Discrimination in Employment Act, Rehabilitation Act of 1973, as amended, Equal Pay Act, The Americans with Disabilities Act of 1990, as amended, the Fair Housing Act, as amended and any other applicable Acts which prohibit discrimination as more fully described in Section 9.0 hereof.

B. Relationship of Parties. Neither this MOU nor any actions of the parties or their officers or employees will create any agency relationship, joint venture, or other affiliation between the City and the Organization, except that of grantor and grantee of the Funds. The City is not an agent or representative of the Organization and the Organization is not an agent or representative of the City. Except as otherwise qualified by this MOU, the Organization shall be solely responsible for its activities respecting the Funds and this MOU. The Organization shall not delegate away its responsibility and obligations under the MOU or assign any rights it may have under it without the express written consent of the City.

C. Notices. Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth below or to such other address as one party may have furnished to the other party in writing:

If to the Organization:

If to the City:

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

The above-designated representatives may designate another officer or employee for receipt or giving of notice by personal, written communication to their counterpart, with specific reference to this MOU. The date of receipt of notice will be the effective date.

D. Time of Essence. Time is of the essence with respect to this MOU.

E. No Waiver. No delay by either party in enforcing this MOU will stop, waive or otherwise adversely affect that party's right and power to enforce the MOU and require performance of any provision.

F. Counterparts. The parties have executed and delivered duplicate original counterparts to one another, each of which will be equal in dignity to the other.

G. Facsimile or PDF Signatures. For purposes of this MOU, signatures delivered by electronic means, facsimile or as a PDF attached to an e-mail shall be as binding as originals upon the parties so signing.

H. Headings. The captions in this MOU are for convenience and not for use in interpretation.

I. Severability. If any part of this MOU is invalid, the parties intend to preserve the remainder if the remaining terms provide each party the substantial benefit of its bargain.

J. Entire Agreement. This MOU constitutes the entire agreement and understanding between the City and the Organization respective its subject matter, superseding all prior discussions or understandings. A writing of equal dignity is required for its amendment.

7.0 INDEMNIFICATION

The Organization shall indemnify the City, its officers, agents, servants and employees from and against any and all liability for claims, losses, liabilities, damages, deficiencies or costs (including, without limitations, reasonable attorney's fees and legal expenses) to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Organization or other persons employed or utilized by the Organization in the performance of the MOU. Notwithstanding anything to the contrary, the covenants contained in this Section shall survive after the end of the term (regardless of the manner or method of termination) for a period of five (5) years.

8.0 CONFLICT OF INTEREST

No member, officer, official, or employee of the City or its designee or agents, no member of the governing body of the City, and no other official of the City who exercises or has exercised any functions or responsibilities with respect to the City assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

9.0 NON-DISCRIMINATION

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

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

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

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

10.0 STANDARD OF PERFORMANCE

The Organization represents and warrants that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this MOU. The Organization agrees to perform in a diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as is necessary to undertake the Services required by this MOU.

11.0 GOVERNING LAW

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

IN WITNESS WHEREOF, the City and the Organization have executed this MOU as of the date first written above.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, City Manager

Attest:

By: _____
Raquel Gonzalez, City Clerk

(SEAL)

Approved as to Form:

_____
City Attorney

_____

By: _____
_____

Attest:

By: _____
Name: _____
Title: _____

EXHIBIT A TO MOU

SERVICES

EXHIBIT B TO MOU

MONTHLY REPORT FORM

(Attached)

Monthly Grant Report Form

Organization Name	
Organization Address	
Contact Person Name	
Contact Phone	
Contact Email	
Reimbursement Request Service Dates	
Total Funds Award	
Reimbursement Request**	
Total Sandy Springs Residents Serviced with Funds	
Low – Moderate Income Population Served	
Signature of Authorized Official	
Primary Name of Authorized Official	
Position with Organization	
Email and Phone Number for Authorized Official	

***** Attach receipts to document allowable expenses for your grant reimbursement.***

In the space below, provide a detailed description of the execution and outcome of your funded project. Include appropriate reports to demonstrate Sandy Springs residents served. Did your organization meet goals or exceed them? Attach additional paper if needed.

EXHIBITS TO RFP

EXHIBIT A	Scope of Work/Services
EXHIBIT B	Budget/Fee Schedule
EXHIBIT C	Applicant's Proposal
EXHIBIT D	Certification of Contractor - Georgia Security and Immigration Compliance Act
EXHIBIT E	Certification of Sponsor Drug-Free Workplace
EXHIBIT F	Affidavit Verifying Status for City Public Benefit Application
EXHIBIT G	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
EXHIBIT H	Insurance Requirements
EXHIBIT I	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964

EXHIBIT A TO RFP

**SCOPE OF WORK/
SERVICES**

EXHIBIT B TO RFP

BUDGET/FEE SCHEDULE

EXHIBIT C TO RFP

APPLICANT PROPOSAL

EXHIBIT D TO RFP

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

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

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

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

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

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

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

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

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

Contractor has:

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

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

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

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

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

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

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

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT E TO RFP

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

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

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

_____
Signature

Name: _____

Title: _____

EXHIBIT F TO RFP

AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION

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

1. _____ I am a United States citizen

OR

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

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

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens: _____

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

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

Notary Public: _____

My Commission Expires: _____

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

_____

EXHIBIT G TO RFP

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

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

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

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

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT H TO RFP

INSURANCE REQUIREMENTS

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

1. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

2. **Commercial General Liability Insurance**, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each occurrence / $2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. **Automobile Liability Insurance** with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than $3,000,000.

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than $3,000,000 per occurrence or claim / $3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

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

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

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

Certificate Holder should read:

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

EXHIBIT I TO RFP

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this MOU, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

SANDY SPRINGS
GEORGIA

TO: Andrea Surratt, City Manager

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

DATE: February 17, 2021 for Submission onto the Agenda of the March 2, 2021, City Council Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Contract with Kimley-Horn and Associates, Inc. for Design Purposes for the Roswell Road Transit Access Project (T0019) and to Authorize the City Manager to Execute the Contract

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Recommendation:

Staff recommends that the Mayor and Council award the contract for design services of Project T0019 Roswell Road Transit Access Project to Kimley-Horn and Associates, Inc. Staff recommends awarding both Task 1 & 2 within this overall design services delivery contract valued at $490,331 for Concept Design Services.

Background:

Project T0019 Roswell Road Transit Access Project is a Capital Improvement Project that is expected to be designed and let by the City of Sandy Springs utilizing transit funding via a Federal Transit Authority (FTA) grant, with MARTA acting as the sponsor.

This project encompasses project components such as a minimum six (6) foot wide sidewalk, ADA compliant curb ramps, accessible bus stop pads, and Sandy Springs' standard streetscape elements (lighting, brick pavers, and landscaping). City staff advertised for Request for Proposals (RFIs) on August 12, 2020. In response to that request, staff received proposals from ten qualified consultants. Proposals were reviewed by staff and scored using quality-based criteria. Due to the expected duration of the project, as well as its length and multiple unknowns, staff recommends separating the design services into five (5) Tasks. The five Tasks are identified as follows:

Task 1 & 2: Survey and Concept Design Services: In this initial phase of the project, relevant data is collected to include field survey work and studies, and Conceptual Plans are prepared for the City's review.

Task 3: Preliminary Design Services: The Preliminary Design begins once the preferred Concept is selected. This phase includes activities such as the environmental reporting as required by Federal Transit Administration (FTA), initial utility coordination, Right of Way acquisition, and constructability reviews. In addition, the plan development for permitting begins.

Task 4: Final Design Services: This is the final stage of plan development to include special provision/specification preparation, plan permitting, final cost estimating, and bidding for Construction.

Task 5: Post Design Services: During this phase, once the project has been let to a contractor, the designer (consultant) will perform product submittal reviews and answer Requests for Information (RFIs), as well as redesign any unexpected issue that results in a change order.

Ten (10) proposals were received in response to the City's Request for Proposals. Following is a list of the proposers:

1. AECOM Technical Services, Inc.
2. American Engineers, Inc. (AEI)
3. Atkins North America, Inc.
4. Columbia Engineering
5. Goodwyn Mills Cawood (GMC)
6. Heath & Lineback Engineers, Inc.
7. Kimley-Horn and Associates, Inc.
8. LOWE Engineers
9. NV5
10. TranSystems

Discussion:

Proposals were evaluated by a committee of five (5) staff members:

- Dan Coffer, Community Relations Manager
- Caitlin Shankle, Transportation Planner
- Christine Schultz, TSPLOST Project Manager
- Joy Kerley, CIP Senior Right of Way Agent
- Jesus Sanchez, CIP Project Manager

CRITERIA	DESCRIPTION	POINTS
Quality of Project Manager and Key Team Leaders proposed to manage this Project	The credentials and experience of the person(s) assigned to our relationship and management team. Provide professional qualifications and description of experience for principal Project staff. The Project Manager's resume must be included. (At this stage, firms are asked for information on lead staff only, but may list qualifications and experience on more than one lead individual who are being proposed for services to the City. (If the firm is selected as a finalist, the City may request detailed information on the exact proposed expanded team and their relevant experience).	**20 points**
Prime Consultant Experience	Provide information on the firm's experience with clients of similar type, size, function, and complexity. Describe no more than five (5) accounts, in order of most relevant to least	**30 points**

	relevant, which demonstrate the firm's capabilities to perform services for the City. For each account, the following information should be provided: A. Client name, locations and dates during which services were performed. B. Clear description of overall project and services performed by your firm. C. Client's stated satisfaction with service of your firm. (Include letters from clients, if available). Client (s) current contact information.	
Resources	Organizational chart which identifies the Project Manager, Prime Key Team Leaders, support personnel, reporting structure and percent availability for each member. Primary Office – Identify and discuss the primary office that will be responsible for handling the specific project and the number and types of staff within the office, as well as how this office could benefit the Project and promote efficiency. Narrative on Additional Resource Areas and Ability – Respondents are allowed one page to provide information regarding additional resource areas identified as important to the Project, to discuss how the key areas will integrate and work together on the Project, and to discuss any information that is pertinent to these areas. Respondents may discuss the advantages of the team and the abilities of the team members which will enable the Project to meet the proposed schedule.	**10 points**
Technical Approach		**40 points**

Technical Proposal Scoring by the evaluation committee rated Kimley-Horn, LOWE Engineers, Heath and Lineback Engineers, and Atkins North America as the top four candidates by a narrow margin. Technical scores for the shortlisted firms were as follows:

Roswell Road Transit Access Project Technical Proposal Scoring Summary

OFFEROR	CONSENSUS TECHNICAL PROPOSAL SCORE	RANKING
Kimley-Horn and Associates, Inc.	90.2	1
LOWE Engineers	88.4	2
Heath & Lineback Engineers	87.8	3
Atkins North America	85.8	4

Since the scores were so close, the committee chose to perform interviews to the four shortlisted firms. Interviews were held on November 6, 2020.

Based upon the review and scoring by staff and through additional confirmation from the interviews, the staff recommends that the City award the design contract for T-0019 Roswell Road Transit Access Project to Kimley-Horn and Associates, Inc.

Alternatives:

Should the Mayor and City Council not approve the fee submitted; staff would either enter into negotiations with the second (runner-up) firm or re-advertise the project.

Financial Impact:

The current estimated fee provided for Tasks 1 & 2 by Kimley-Horn & Associates is $490,331. Adequate funds have been budgeted and allocated to fund this planned portion of design.

Attachments:

I. Kimley-Horn and Associates, Inc. Task 1 & 2 Scope and Fee
II. Vicinity Map
III. Resolution

February 15, 2021

Charise Glass, Procurement Manager
Purchasing Office
1 Galambos Way
Sandy Springs, GA 30328

Re: *T0019 – Roswell Road Transit Access Project*

Dear Ms. Glass:

Please find enclosed the following Professional Design Services Detailed Cost Proposal and Schedule for the (T0019) Roswell Road Transit Access Project. The Detailed Cost Proposal is based on the Detailed Scope document dated 2-11-2021.

Scope of Services

Kimley-Horn will provide the services specifically set forth below:

Task #1- Base Data Coordination

A. Survey Database from I-285 Ramps to City Limits (approximately 2.4 miles per attached limits).
    a. Aerial LiDAR and Digital Ortho-imagery Acquisition
    b. LiDAR Processing and Photogrammetric Mapping – GDOT Standard
    c. Control, Field Survey, Topo and Planimetric Enhancement, Property Database
B. Subsurface Utility Engineering Quality Level (B)
C. Phase I Environmental Site Assessment
D. Phase 2 Environmental Site Assessment – 3 UST sites
E. Traffic Volume Data Collection

Task #2 - Concept Design

A. Concept Report
B. TE Study
C. Environmental Documentation to confirm Categorical Exclusion

Schedule

We will provide our services as expeditiously as practicable with the goal of concept approval six (6) months from Notice to Proceed.

Fees and Expenses

Kimley-Horn will perform the services in Tasks 1 & 2 on an hourly basis not to exceed the amount below. All permitting, application, and similar project fees will be paid directly by the client.

Task #1 – Database Coordination	$	374,374.62
Task #2 – Concept Design	$	104,456.36
Miscellaneous Services, hourly not to exceed	$	10,000.00
Proposed Reimbursable Expenses	$	1,500.00
TOTAL PROPOSED FEE:	$	490,330.98

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

Gary Newton, P.E.
Project Manager

Attachments: Man-hour Estimate Spreadsheet (dated 02-15-2021)
Detailed Scope document (dated 02-11-2021)
Survey Map limits
Subconsultant manhours

MANHOUR ESTIMATE SHEET
2/15/2021
T-0019 Roswell Road Transit Access

No.	Task Description	Principal-in-Charge	Project Manager	Engineer, Senior	Engineer	Engineer, Associate	Scientist, Senior	Scientist	Traffic Engineer, Senior	Traffic Engineer	Landscape Architect, Senior	Landscape Architect	Planner, Senior	Planner	TOTAL
	Task # 1: Base Data Coordination														
	From surveyor (Platinum)														
	From SUE (T2)														
	From Traffic Counter														
	From Geotech (Terracon) - *Phase 1 ESA*														
	Sub Contracting														
	Database management for field survey				16										16
	PM, Admin, Invoicing		0		0										0
	Kickoff Meeting		3	3											6
		0	**3**	**3**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**22**
	Task # 2: Concept Design (assumed 6 months; 3 schematics)														
	Project Management & Coordination		8	40											48
	Monthly Meeting with City (2 per month/12 Total)		6	24		6					8	8			52
	Site Visits and Inventory		6	6											12
	Concept design of nodes along corridor										8	32			40
	TE Study														
	Attend (1) Sketch Planning Exercise		4	2		6			2	4					18
	Turn Lane/Median/RIRO Location Evaluation		3			25			2	10					40
	Crash Analysis (including reading pedestrian reports)		1			15			1	5					22
	Pedestrian Crossing Evaluations (including sketch planning-level workshop)		4		16	20			4	10					54
	Documentation-TE Report		2			40			4	12					58
	Prepare Concept Profiles		2	4		6									12
	Prepare Concept Cross Sections		3	8		18									29
	Prepare Concept Construction Cost Estimate (3 Alternatives)		2	8		18					2	8			38
	Prepare Concept Right of Way Cost Estimate (3 Alternatives)		2	4		4									10
	Prepare Concept Display(s) - Preferred Alternative		2	4	8	12					2	8			36
	Prepare Concept Report		6	40		16								4	66
	Contribute to Concept Alternative Summary/Report		2	8		4								8	22
	Contribute to Concept Alternate Selection Report		2	8		4								8	22
	Coordinate with MARTA/FTA Categorical Exclusion - memo						8								8
	Prepare Design Data Book		1	2		8									11
	Prepare for, Attend, Document Concept Team Meeting (1)		3	3		4									10
	Prepare for, Attend, Document Preferred Alternative Meeting (1)		3	3		4									10
	Coordinate with R/W Acquisition Team		1	2	4										7
	Attend (1) Concept Phase ROW Impacts Meeting with the City		3	3											6
	Internal Quality Control Reviews		8		8										16
	Respond to 2 Rounds of Comments from City		2	8		16									26
		0	**76**	**177**	**36**	**226**	**8**	**0**	**13**	**41**	**20**	**56**	**0**	**20**	**673**

Cost Estimate Worksheet
2/15/2021
Engineering Design
T-0019 Roswell Road Transit Access

Task # 1: Base Data Coordination					
Classification		Est. Hours	Rate/Hour	Est. Cost ($)	
Project Manager		3	$ 265.57	$796.71	
Senior Roadway Engineer		3	$ 161.98	$485.93	
Roadway Engineer		16	$ 136.50	$2,183.99	
Engineer, Associate		0	$ 116.68	$0.00	
Senior Environmental Scientist		0	$ 206.72	$0.00	
Environmental Engineer/Scientist		0	$ 112.89	$0.00	
Senior Traffic Engineer		0	$ 180.33	$0.00	
Traffic Engineer		0	$ 147.85	$0.00	
Senior Landscape Architect		0	$ 194.64	$0.00	
Landscape Architect		0	$ 132.92	$0.00	
Senior Planner		0	$ 216.87	$0.00	
Planner		0	$ 146.23	$0.00	
Total Direct Labor		22			$3,466.62
Total Direct Cost (Terracon) Phase 1 & 2 ESA					$23,674.00
Total Direct Cost (T2) SUE QL(B)					$137,484.00
Total Direct Cost (Platinum) Land Survey					$202,500.00
Total Direct Cost (Marr) Traffic Counts					$7,250.00
Total Labor + Cost					$374,374.62

Task # 2: Concept Design (assumed 6 months; 3 schematics)					
Classification		Est. Hours	Rate/Hour	Est. Cost ($)	
Project Manager		76	$ 265.57	$20,183.27	
Senior Roadway Engineer		177	$ 161.98	$28,669.69	
Roadway Engineer		36	$ 136.50	$4,913.98	
Engineer, Associate		226	$ 116.68	$26,368.83	
Senior Environmental Scientist		8	$ 206.72	$1,653.80	
Environmental Engineer/Scientist		0	$ 112.89	$0.00	
Senior Traffic Engineer		13	$ 180.33	$2,344.33	
Traffic Engineer		41	$ 147.85	$6,061.69	
Senior Landscape Architect		20	$ 194.64	$3,892.76	
Landscape Architect		56	$ 132.92	$7,443.50	
Senior Planner		0	$ 216.87	$0.00	
Planner		20	$ 146.23	$2,924.50	
Total Direct Labor		673			$104,456.36
Total Direct Cost (Expenses)					$1,500.00
Total Labor + Cost					$105,956.36

Kimley»Horn

February 11, 2021

Charise Glass, Procurement Manager
Purchasing Office
1 Galambos Way
Sandy Springs, GA 30328

Re: *T0019 – Roswell Road Transit Access Project*

Dear Ms. Charise Glass:

Kimley-Horn is pleased to provide the below Scope of Services proposal. This Scope of Services is intended to provide project management, base data coordination, and concept development. Preliminary and Final plan development will be under a future phase once the project is defined.

Task 1: Base Data Coordination

Kimley-Horn will provide the services for Task 1 as specifically set forth below.

I. Project Management / Coordination / Communication
   a. Project Management (assumed 6 months for Task 1 & Task 2 duration only)
   b. Progress and Coordination Meetings with the City's Public Works Department staff
      i. Minimum of two (2) meetings per month
II. Survey Database
   a. Generate Property Statistic Report (PSR) for the corridor
   b. City will provide standard Right of Entry Letter
   c. Produce Topographic Surveys
      i. Provide topographic survey (two (2) foot contour interval) on both sides of the centerline of Roswell Road for the Project, further defined by the following
         1. In general, survey will be provided along the east side of Roswell Road from I-285 to Long Island Drive for a width of approximately 150 feet and the west side for approximately 50 to 75 feet or to the existing R/W with the following exceptions:
            a. Survey will include up to the existing R/W in the vicinity of Glenridge Dr
         2. From Long Island Drive to the City limits, survey will include both sides for approximately 150 feet with the following exceptions:
            a. Survey will include up to the existing R/W along the Gateway ATL plaza
            b. Survey will include up to the existing R/W along Windsor

Chastain and The Townes at Chastain development

ii. Incorporate Glenridge Dr improvements upon completion

iii. Establish topographic DGN files per GDOT standards to reflect striping (including parking lot striping); curb lines and curb cuts; pavement material; buildings; fences and walls; stormwater structures (including types and inverts) and pipes (including materials and sizes); signs and billboards; signal infrastructure (including strain poles, cabinet, and span wire); driveway material

d. Obtain additional zoning information, including local issuing authority requirements for setbacks, zoning, buffers, surrounding land use and zonings, and Fulton County GIS benchmark reference

III. Produce Boundary Surveys

a. In general, survey will be provided on both sides of the centerline of Roswell Road for the Project, further defined in Task 1.II.i

b. The existing R/W and sidelines will be determined to establish right of way needs. Full boundary survey of each parcel will be determined utilizing tax maps/deeds/plats, etc.

c. Establish property DGN files per GDOT standards to reflect ownership, tax-map numbers, addresses, deed and plat information as provided in the PSR

d. Locate limits of access line for the eastbound I-285 entrance ramp

e. New property pins will be set in field (to be included in Final Plans scope).

IV. Subsurface Utility Engineering (SUE)

a. Perform SUE Level B

i. Request design locates from utilities

ii. Incorporate design ticket locates into existing database

iii. Field-verify above-ground utilities from aerial mapping

iv. Connect overhead power lines via field observation

v. Connect non-visible utilities via design ticket locates

vi. Includes up to three (3) suspected underground storage tank locations

vii. Excludes pole data

viii. Sewer inverts to be located

ix. Storm drain inverts will be utilized from topographic survey (Task 1.II.c.iii)

x. Level A scope will be included in future phases of the project

b. Utility coordination

i. Obtain No-Conflict or No-Cost Letters

ii. Obtain reimbursable utility costs

iii. Utility coordination with applicable utility owners to assist with submitting utility permit requests to the City for any disrupting tasks during the design

V. Traffic Volumes (to be completed by Marr Traffic)

a. Coordinate up to four (4) 24-hour tube counts for ADT with vehicle classification

i. Up to two (2) at the Project limits (north of Meadowbrook Drive and south of the I-285 interchange)

ii. Up to two (2) bi-directional tube counts to study potential mid-block pedestrian crossings as identified in Task 2.I.c

b. Coordinate four-hour intersection turning movement counts for the morning and evening peak periods at up to three (3) signalized intersections, identified as part of the turn lane/median evaluation in Task 2, including four-hour driveway counts via camera rerouted traffic impacts, at the following locations, or as determined by Task 2.I.c

i. Roswell Rd at Lake Placid Dr

ii. Roswell Rd at The Prado main entrance

iii. Roswell Rd at Windsor Pkwy

c. Coordinate 24-hour driveway counts for up to 36 locations along the corridor, identified as driveways on both sides of a MARTA bus stop; total of 18 stops along corridor

d. Coordinate eight-hour pedestrian counts for up to two (2) locations along the corridor to study potential mid-block pedestrian crossings as identified in Task 2.I.c

e. Additional counts will result in additional services

VI. Geotechnical Exploration

a. Phase I ESA for entire corridor

b. Phase II ESA to include three known potential UST sites for sampling. Additional sites would be considered as additional services

c. *WFI TBD - scope on as-needed basis, current assumption is any walls will be standard GDOT walls that do not require a WFI. No drilling is included since the assumption is for GDOT standard walls that do not require drilling/reporting.* We recommend providing scope/fee once this is determined.

Task 2: Concept Design

Kimley-Horn will provide the services for Task 2 as specifically set forth below.

I. Concept Report

a. Prepare up to three (3) schematic concept plans for City review and approval

b. A concept report will be prepared to include relevant data such as:

i. Traffic volume by turning movement

ii. Five years of crash data

iii. Results of the turn lane/median/RIRO evaluation at locations defined in Task 2.II.a

iv. Results of the pedestrian crossing evaluations at locations defined in Task 2.II.c

v. Potential implications of signal modifications, if any

vi. Summary table showing the options and impacts, including cost

c. Coordinate and attend one (1) sketch planning exercise for locations of potential mid-block crossings and/or raised medians, considering bus stop locations, schools, etc.
d. Coordinate and attend two (2) concept field plan review meeting
e. Coordinate and attend two (2) preferred alternative meeting
f. Include up to two (2) concept revision cycles

II. Prepare TE study
   a. Evaluate turn lane and median placement locations for RI/RO recommendations, for up to two (2) segments along the corridor, as identified in Task 2.I.c., and which may include:
      i. Roswell Rd between Lake Placid Dr and The Prado signalized entrance
      ii. Roswell Rd between Windsor Pkwy and Meadowbrook Dr
   b. Complete a crash analysis of the corridor using five years of crash data from GDOT
      i. Individual crash reports will be reviewed for pedestrian crashes only
      ii. Crash data for non-pedestrian crashes will be cleaned based on data coded; individual crash reports will not be reviewed
   c. Complete pedestrian crossing evaluations for up to two (2) mid-block crossing locations along the corridor as identified in Task 2.I.c.
      i. For each mid-block crossing location, the appropriate crossing treatment (marked crosswalk, rectangular rapid flashing beacon, pedestrian hybrid beacon, etc.) will be recommended based on pedestrian volumes, location characteristics, vehicular volumes, crash history, and other connection and safety considerations
      ii. Locations may include:
         1. Roswell Rd between Lake Placid Dr and The Prado signalized entrance
         2. Roswell Rd between Windsor Pkwy and Meadowbrook Dr
   d. Documentation in up to two (2) memorandums to be incorporated into the final concept report
      i. Pedestrian study efforts, including summary of data collection, crash analysis, and findings of pedestrian crossing evaluations as applicable
      ii. Median study efforts, including summary of data collection, crash analysis, and findings of pedestrian crossing evaluations as applicable

III. Environmental Documentation and Permitting
      i. Confirm the project received a Categorical Exclusion (CE) C-list.

Information Provided by City

We shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide available information as requested by Kimley-Horn during the Project, including but not limited to the following:

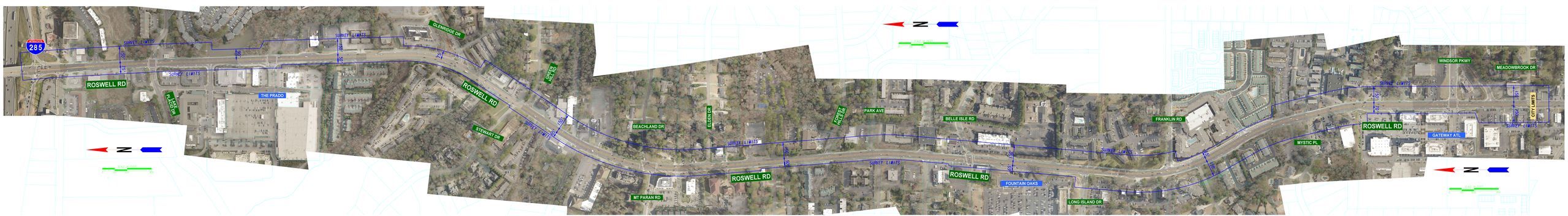
I. GIS Base Data
II. Property-entry letters for Surveying and Geotechnical Investigation activities
III. Raw historic traffic data
IV. Right of Way Pre-Acquisition activities
V. Relocation/Cost to Cure studies for impacted commercial and residential properties

Exclusions

Any services not specifically provided for in the above Tasks will be considered Additional Services.

Sincerely,

Gary Newton, P.E.
Project Manager


INTERSTATE
285
ROSWELL RD
SURVEY LIMITS
THE PRADO
PRADO DR
GLENRIDGE DR
STEWART DR
ROSWELL RD
SURVEY LIMITS
BEACHLAND DR
ELDER LN
FOREST HILLS DR
PARK AVE
BELLE ISLE RD
ROSWELL RD
SURVEY LIMITS
MT PARAN RD
ROSWELL RD
FOUNTAIN OAKS
LONG ISLAND DR
FRANKLIN RD
SURVEY LIMITS
MYSTIC PL
ROSWELL RD
GATEWAY ATL
WINDSOR PKWY
MEADOWBROOK DR
SURVEY LIMITS
CITY LIMITS
SURVEY LIMITS
N
SCALE: 1" = 40'-0"

5039 B U Bowman Drive
Suite 400
Buford, GA 30518
(404) 295-8653

www.platinumgeomatics.com

February 10, 2021

Mr. Gary Newton, P.E.
Vice President
Kimley-Horn
3930 East Jones Bridge Road, Suite 350
Peachtree Corners, GA 30092

Re: Roswell Road Transit Access, Aerial LiDAR, Imagery, Mapping & Survey - Proposal # PG020-206 (02/05/2021)

Platinum Geomatics, LLC (PG) is pleased to submit a proposal for professional land survey, aerial imagery, LiDAR and photogrammetric services of the subject corridor in the City of Sandy Springs, GA to Kimley-Horn & Associates (KHA).

SCOPE

Our understanding of the scope of this project is derived from the City's *RFQC 21-005 T0019 Roswell Road Transit Access Project Final.pdf* as provided by KHA. Further definition of our scope of services has been developed in subsequent email discussions after KHA was short-listed and ultimately selected as the project engineer. The corridor is comprised of a survey and mapping limits centered on Roswell Road beginning at the on/off ramps on the south side of I-285, with varying widths, based on the project limits file as provided via email from Jerome Sin on Tuesday February 2nd,and amended to remove roughly three acres primarily on the south end of the corridor as illustrated in a .kmz file via email received from Jerome on Tuesday February 9th… south to the City limit at Meadowbrook Drive (See Exhibit A).

PG's scope of services begins with establishing project control. This control network will include the necessary ground control to properly control the aerial LiDAR and digital imagery. PG will identify approximately fifty (50) photo-identifiable features (stop bars, parking stripes, cross walk stripes, etc.) and survey each of these points utilizing static GNSS referencing Continuous Operating Reference Station (CORS) network to develop control for the horizontal values and perform digital levels to acquire the vertical values (in accordance with GDOT control specifications). As the control is being conducted, PG will initiate an aerial data collection mission utilizing helicopter borne aerial LiDAR at ~100points per square meter (100ppsm) and 0.25' ground sample distance (GSD) aerial imagery (5X the GDOT aerial specification minimum requirement). This aerial mission will be utilized to develop a thorough planimetric and topographic survey of the project corridor. It is anticipated minor field enhancements will be required along the corridor in instances where the aerial data acquisition is obscured due to vegetation and/or other obstructions. PG will field survey these areas and will include the field enhancements as part of the final Digital Terrain Model (DTM).

The project corridor includes a small impoundment which will require the use of PG's small watercraft outfitted with sonar equipment to effectively map the bottom of the pond. We will collect all the area found within the project limits and survey cross sections of the entire impoundment. Just downstream from this impoundment, the outflow from the pond joins a small creek which passes underneath Roswell Road. A hydrologic survey will be conducted on these waterways to include 500' upstream and 500' downstream of the box culvert underneath Roswell Road. PG field crews will also survey all stormwater features to include inverts and pipe material. We will utilize our Leica RTC360 terrestrial scanner to scan specific areas along the corridor, busy intersections, and other areas, which may need supplemental data to further enhance the aerial data. The field survey will include surface checks throughout the corridor. These data will be merged to form a DTM to effectively model the entire corridor.

5039 B U Bowman Drive
Suite 400
Buford, GA 30518
(404) 295-8653

www.platinumgeomatics.com

A "GDOT style" property database will also be created along the project corridor consisting of approximately 164 affected parcels. An excel spreadsheet will be developed for the corridor containing property ownership information and other publicly available information regarding property statistics (Property Statistics Report).

Site Location:	Sandy Springs, GA – Roswell Road
Area:	+/- 2.4 mi (mainline) totaling +/- 63 acres
Scale:	1" = 30' with 1' contour interval and 0.1' vertical data on paved surfaces
Deliverables:	MicroStation / InRoads digital files (GDOT Standards), Digital Orthoimagery (GeoTIFF)

GENERAL TERMS

It is understood KHA will provide the following services in conjunction with this task as well as provide for the costs of these services.

1. Clear delineation and confirmation of the survey/mapping boundary
2. Property Notification to local landowners regarding the necessity of our presence in the field

SCHEDULE

We will begin immediately upon Notice to Proceed (NTP). Weather conditions will dictate the flight acquisition schedule. All aerial mapping data collection, CADD edit and QA/QC will be completed within **ninety (90) days** of completion of flight and control. Field enhancements, data edit and QAQC will require an additional **sixty (60) days** from completion of the mapping tasks. Overall estimated schedule five (5) months from NTP.

FEE (Lump Sum)

Helicopter Aerial LiDAR (100 ppsm) and Digital Orthoimagery Acquisition	**$ 17,250.00**
LiDAR Processing and Photogrammetric Mapping - GDOT Standard	**$ 60,250.00**
Control, Field Survey, Topo and Planimetric Enhancement, Property Database	**$125,000.00**
TOTAL:	**$202,500.00**

Best Regards,

PLATINUM GEOMATICS, LLC

Jeffrey S. Simmons, PLS
Founding Partner
(404) 295-8653

5039 B U Bowman Drive
Suite 400
Buford, GA 30518
(404) 295-8653

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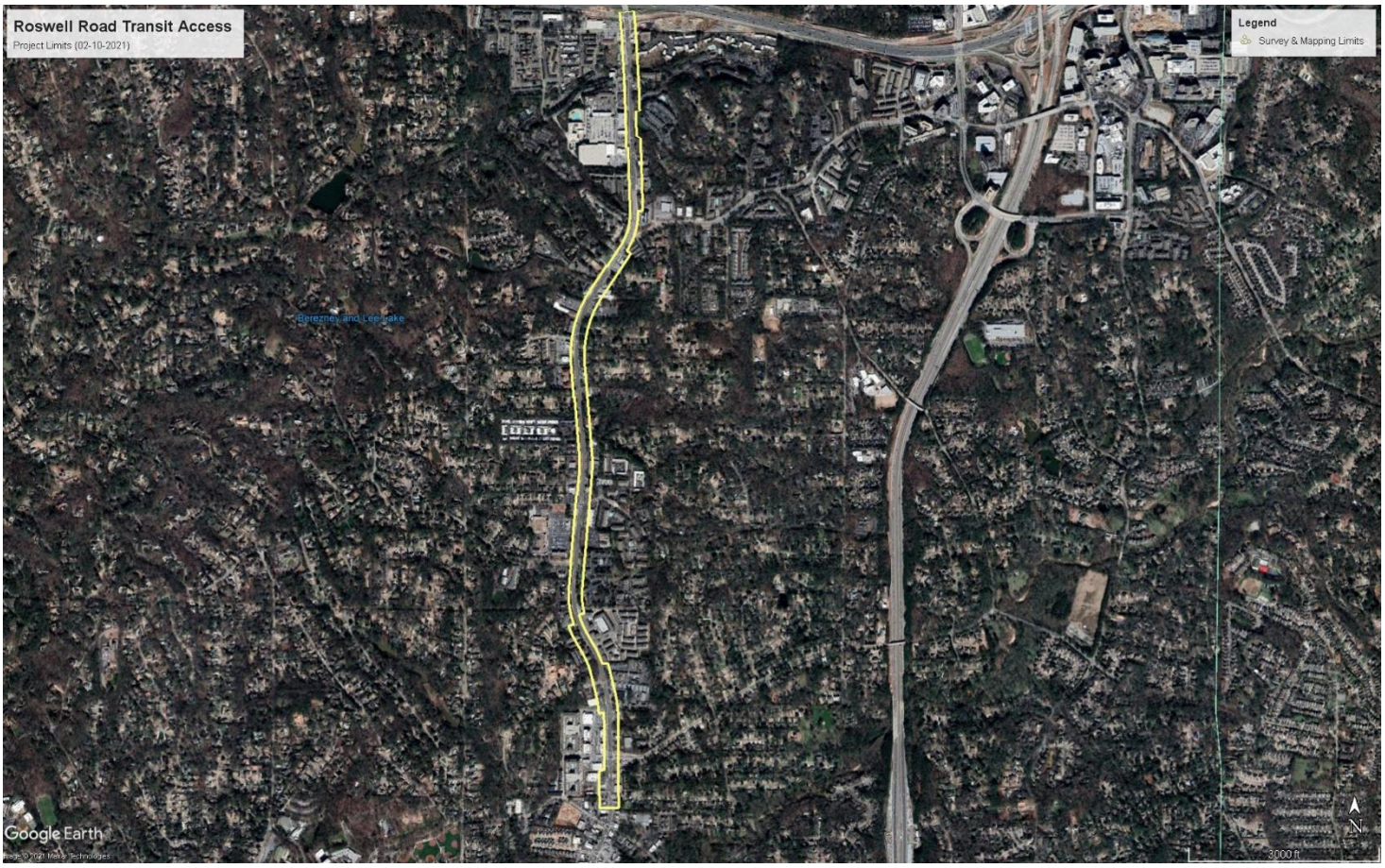
EXHIBIT A



Company Confidential
Platinum Geomatics, LLC

COST PROPOSAL

Project: **T0019 Roswell Road Transit Access**
County: **Fulton**
Contract Type: **Cost Plus Fixed Fee**
Fixed Fee %: **10%**

Date: **5-Feb-2021**

T2 UES, Inc.

Discipline **Utilities Investigation (SUE)**

Hours & Cost Estimate

Phase	Description	Assumptions / Notes	Total Hours	Total Cost	Total Other Direct Costs	Fixed Fee @ 10%	Total Labor Cost	Direct Labor Cost	Indirect Costs (Overhead) @ 206.68%	FCCM @ 0.00%				
		TOTALS ==>	1,302	$ 137,483.74	$ 7,728.00	$ 11,795.97	$ 117,959.77	$ 38,463.47	$ 79,496.30	$ -				
1	Concept Development		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
2	Database Preparation		1,171	$ 120,084.01	$ 7,728.00	$ 10,214.18	$ 102,141.83	$ 33,305.67	$ 68,836.16	$ -				
3	Environmental Document		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
4	Preliminary Plans		131	$ 17,399.73	$ -	$ 1,581.79	$ 15,817.94	$ 5,157.80	$ 10,660.14	$ -				
5	Right of Way Plans		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
6	Final Plans		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
7	Construction Services		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
8	Special Studies		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -				
9	Public Involvement		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -				

Project Level Summary - Labor

				Staff Type / Project Hourly Rates / Hours										
			Total Hours	Principal	Project Manager	Senior Engineer/ Surveyor	SUE Manager	Field Technician 2	Field Technician 1	CAD Technician	Clerical Administrator	Survey Party Chief	Instrument man	Rodman / Flagman
				$74.28	$60.10	$55.28	$33.17	$28.70	$25.50	$27.81	$27.05	$28.70	$21.96	$20.25
	TOTAL HOURS ==>		1,302	8	76	25	130	301	301	82	16	121	121	121
	TOTAL DIRECT LABOR COST==>		$ 38,463	$ 594	$ 4,568	$ 1,382	$ 4,312	$ 8,639	$ 7,676	$ 2,280	$ 433	$ 3,473	$ 2,657	$ 2,450

Project Level Summary - Other Direct Costs

				Other Direct Costs										
			Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Reproduction /Printing	MOT					
					$ -	$ -	$ 0.55		$ 1,104.00	$ -				
	TOTALS ==>		$ 7,728	$ -	$ -	$ -	$ -	$ -	$ 7,728	$ -	$ -	$ -	$ -	$ -

				Staff Type / Project Hourly Rates / Hours					Hourly Rates Include Composite Escalation Over Current Rates of:			Current Rates of:	Current Rates of:	0.0%
Phase	Description		Total Hours	Principal	Project Manager	Senior Engineer/ Surveyor	SUE Manager	Field Technician 2	Field Technician 1	CAD Technician	Clerical Administrator	Survey Party Chief	Instrument man	Rodman / Flagman
				$74.28	$60.10	$55.28	$33.17	$28.70	$25.50	$27.81	$27.05	$28.70	$21.96	$20.25
	TOTALS ==>		1,302	8	76	25	130	301	301	82	16	121	121	121
1	Concept Development		0	0	0	0	0	0	0	0	0	0	0	0
2	Database Preparation		1,171	6	46	22	60	301	301	62	10	121	121	121
3	Environmental Document		0	0	0	0	0	0	0	0	0	0	0	0
4	Preliminary Plans		131	2	30	3	70	0	0	20	6	0	0	0
5	Right of Way Plans		0	0	0	0	0	0	0	0	0	0	0	0
6	Final Plans		0	0	0	0	0	0	0	0	0	0	0	0
7	Construction Services		0	0	0	0	0	0	0	0	0	0	0	0
8	Special Studies		0	0	0	0	0	0	0	0	0	0	0	0
9	Public Involvement		0	0	0	0	0	0	0	0	0	0	0	0

				Other Direct Costs										
Phase	Description		Total Other Direct Costs	Express/Mail /Courier	Lodging	Meals	Mileage	Reproduction /Printing	MOT		0	0	0	0
					$ -	$ -	$ -		$ 1,104.00	$ -				
	TOTALS ==>		$ 7,728	$ -	$ -	$ -	$ -	$ -	$ 7,728	$ -	$ -	$ -	$ -	$ -
1	Concept Development		$ -											
2	Database Preparation		$ 7,728		$ -	$ -	$ -		$ 7,728	$ -				
3	Environmental Document		$ -											
4	Preliminary Plans		$ -											
5	Right of Way Plans		$ -											
6	Final Plans		$ -											
7	Construction Services		$ -											
8	Special Studies		$ -											
9	Public Involvement		$ -											

			Total Hours	Principal	Project Manager	Senior Engineer/ Surveyor	SUE Manager	Field Technician 2	Field Technician 1	CAD Technician	Clerical Administrator	Survey Party Chief	Instrument man	Rodman / Flagman
	Database Preparation	Assumptions / Notes	1,109	6	46	22	60	301	301	62	10	121	121	121
	Perform SUE QL-B Investigation		0											
	Conduct Utility Records Research		20		8		12							
	Designate & mark exist. subsurface utilities	MOT will be required in some areas of investigation	630				30	300	300					
	Survey designated markings, util. sort. features, and poles		307			7						100	100	100
	Survey Sanitary Sewer	MOT will be required in some areas of investigation				2						20	20	20
	Develop utility composite drawing	Pole data table is not included	79		8		10	0	0	61				
	Discipline Management, Meetings & Coordination		55	4	24	5	6	1	1	1	10	1	1	1
	Quality Control Review		18	2	6	8	2							

			Total Hours	Principal	Project Manager	Senior Engineer/ Surveyor	SUE Manager	Field Technician 2	Field Technician 1	CAD Technician	Clerical Administrator	Survey Party Chief	Instrument man	Rodman / Flagman
	Preliminary Plans	Assumptions / Notes	131	2	30	3	70	0	0	20	6	0	0	0
	Prepare Utility Impact Analysis (UIA)	Identify conflicts with underground utilities and document in a Utility Conflict Matrix and DGN file.	70		10		40			20				
	Discipline Management, Meetings, & Coordination	Coordinate with utility owners and obtain reimbursable cost estimates from each owner or submit a letter of "No Cost" or "No Conflict" during final design. Attend monthly UC meeting as needed.	61	2	20	3	30				6			
	Quality Control Review		0											

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COST PROPOSAL

Project: **T0019 Roswell Road Transit Access**
County: **Fulton**

Date: **5-Feb-2021**

SUE Assumptions/Calculations

Existing Utilities	Overhd Present?	Underground Present?	Underground Length (feet)
Electrical	Y	Y	17,305
Communications	Y	Y	20,100
Gas		Y	18,020
Sanitary Sewer		Y	14,320
Water		Y	21,650
Transmission - Electrical	Y	Y	-
Transmission - Petroleum		Y	600

Level	Length (feet)	No. of Test Holes
A		0
B	77,675	
C	14,320	
D		
TOTAL	**91,995**	**-**

No. of Utility Poles	234
No. of Utility Conflicts	

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February 5, 2021

Kimley Horn
3930 East Jones Bridge Road, Suite 350
Peachtree Corners, GA 30092

Attn: Mr. Gary Newton, Vice President
Direct: 678.533.3902

RE: Proposal for a Phase I Environmental Site Assessment (ESA) and Limited Site Investigation (LSI)
Roswell Road Transit Access
Sandy Springs, Fulton County, Georgia
Terracon Proposal No. P49217070

Dear Mr. Newton:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Kimley Horn (Client) to conduct an ESA and LSI of the above-referenced site. Based on information provided by the Client, we understand the site consists of a proposed approximate 2.5-mile roadway corridor improvement generally located at the intersection of Roswell Road and Interstate 285 and extending south approximately 2.5 miles and terminating at the intersection of Roswell Road and Meadowbrook Drive in Sandy Springs, Fulton County, Georgia. Additional information provided by the client indicated that at least three retail gas stations are located within the proposed construction corridor. As such, a scope of work and costs to conduct an LSI at the three retail gas station locations has been requested. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

Scope of Services (see Section 2.0 of attached proposal detail)	Phase I ESA consistent with ASTM E1527-13 ▪ Chain of Title/Environmental Lien Search is not included in this fee. ▪ Additional non-scope items: LSI, see Section 2.2
Schedule (see Section 2.4 of attached proposal detail)	20 business days
Compensation (see Section 3.0 of attached proposal detail)	Estimated fee: ESA: $5,499 LSI: $18,175

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services and User Questionnaire attached to this proposal to our Atlanta office. Please provide site contact information with the signed agreement. The terms,

conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.

Jason Holloway	Conor Dowling
Department Manager	Senior Project Scientist

Attachments: ASTM E1527-13 User Questionnaire, Detailed Scope of Services, and Agreement for Services

Client/User Required Questionnaire

Person Completing Questionnaire	Name: Company:	Phone: Email:
Site Name		
Site Address		
Point of Contact for Access	Name: Company:	Phone: Email:
Access Restrictions or Special Site Requirements?	___No ___Yes (If yes, please explain)	
Confidentiality Requirements?	___No ___Yes (If yes, please explain)	
Current Site Owner	Name: Company:	Phone: Email:
Current Site Operator	Name: Company:	Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)		
Anticipated Future Site Use		
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.	

ASTM User Questionnaire

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.

1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)?
___No ___Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)

2) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)?
___No ___Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)

3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)?
___No ___Yes (If yes, explain below)

4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)?
___No ___Yes ___Not applicable (If yes or Not applicable, explain below)

5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)?
___No ___Yes (If yes, explain below)

6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)?
___No ___Yes (If yes, explain below)

Comments or explanations:

Please return this form with the signed authorization to proceed.

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

Based on information provided by the Client, we understand the site consists of a proposed approximate 2.5-mile roadway corridor improvement generally located at the intersection of Roswell Road and Interstate 285 and extending south approximately 2.5 miles and terminating at the intersection of Roswell Road and Meadowbrook Drive in Sandy Springs, Fulton County, Georgia. Additional information provided by the client indicated that at least three retail gas stations are located within the proposed construction corridor. As such, a scope of work and costs to conduct an LSI at the three retail gas station locations has been requested. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

2.0 SCOPE OF SERVICES

2.1 Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the Client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal.

ASTM E1527-13 contains a new definition of "migrate/migration," which refers to “the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface.” By including this explicit reference to migration in ASTM E1527-13, the standard clarifies that the potential for vapor migration should be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition
Recognized environmental conditions are defined by ASTM E1527-13 as “the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.”

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of selected historical sources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following selected references, depending on applicability, availability, and likely usefulness, will be reviewed for the site:

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps
- Property tax file information
- Site title search information, if provided or specifically requested by the Client
- Environmental liens, if provided or specifically requested by the Client
- Building department records
- Zoning records
- Prior environmental reports, permits and registrations; or geotechnical reports, if provided by the Client

Pursuant to ASTM E1527-13, the Client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site.

The Client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E1527-13, outlined below are the following federal, state, and tribal databases, where applicable are typically reviewed for indications of RECs, and the approximate minimum search distance of the review from the nearest property boundary. A database firm will

be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

Governmental Records	Search Distance
Federal NPL Site List	1.0 mile
Federal NPL (Delisted) Site List	0.5 mile
Federal CERCLIS Site List	0.5 mile
Federal CERCLIS NFRAP Site List	0.5 mile
Federal RCRA Corrective Actions (CORRACTS) TSD Facilities List	1.0 mile
Federal RCRA Non-CORRACTS TSD Facilities List	0.5 mile
Federal RCRA Generators List	Site and Adjoining
Federal Institutional Control/Engineering Control Registries	Site Only
Federal ERNS List	Site Only
State and Tribal-Equivalent NPL Site Lists	1.0 mile
State and Tribal-Equivalent CERCLIS Lists	0.5 mile
State and Tribal Landfill and/or Solid Waste Disposal Site Lists	0.5 mile
State and Tribal Leaking UST Lists	0.5 mile
State and Tribal Registered UST Lists	Site and Adjoining
State and Tribal Institutional Control/Engineering Control Registries	Site Only
State and Tribal VCP Site Lists	0.5 mile
State and Tribal Brownfield Site Lists	0.5 mile

Tribal databases will only be evaluated if the site is located in an area where a recognized tribe has jurisdiction for environmental affairs.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes **up to five hours of regulatory agency file and/or records review, including Client-provided reports and files**. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the Client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the Client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the Client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Aboveground chemical or waste storage
- Visible underground chemical or waste storage, drainage, or collection systems
- Electrical transformers
- Obvious releases of hazardous substances or petroleum products

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Prior to final report issuance, the Client may request paper copies at a charge of $50.00 per report copy.

2.2 Additional Services Beyond Base ESA

At the direction of the Client, additional services beyond the scope of the base Phase I ESA have not been included, with exception of the following:

Limited Site Investigation

At your request, Terracon has prepared the following scope of services to assess potential environmental impacts that may be present as a result of the operations associated with the three retail gas stations identified by the Client.

Objectives

The objective of the proposed LSI is to assess the presence of chemicals commonly associated with the retail gas stations at concentrations above laboratory reporting limits in the on-site soil and groundwater.

Utility Clearance

Following receipt of your authorization and no later than 72 hours prior to intrusive activities, Terracon will contact the state public utility locator to arrange for underground utility location and marking of public utilities (gas, water, electric) at the above-referenced site. Terracon will also perform a private utility locate due to the numerous private utilities on-site.

Health & Safety Plan

A site-specific health and safety plan (HASP) will be developed and observed during all field-related activities. All Terracon project personnel and subcontractor personnel assigned to the project will have completed, at a minimum, required OSHA training in accordance with 29 CFR Part 1910.120.

Sampling Borings

Pursuant to the Georgia Department of Transportation (GDOT) Environmental Site Assessment: Phase II Guidelines 10.3.2, Terracon proposes to advance three soil borings within the proposed construction corridor at each of the three retail gas stations (nine total soil borings) utilizing direct push drilling techniques. The direct push soil borings will be advanced to a maximum depth of 25 feet below grade surface (bgs), refusal, or groundwater, whichever occurs first. It should be noted that the locations of the proposed borings may change due to the presence of utilities, other obstructions, and/or field judgement. Soil samples will be collected continuously to terminal depth and will be field screened with a photoionization detector (PID) for volatile organic vapors (VOVs). PID readings and soil characteristics will be recorded on soil boring logs. Two soil samples will be selected from the upper five feet bgs depth and from a depth from 10 to 15 feet bgs (or from a deeper soil if it exhibits a higher VOV concentration) from each boring. The collected soil samples will be submitted for laboratory analysis for benzene, toluene, ethylbenzene, and total xylenes (BTEX) and polynuclear aromatic hydrocarbons (PAHs) via EPA Methods 8260 and 8270, respectively.

Temporary Groundwater Monitoring Wells

Following the collection of soil samples and if groundwater is encountered during drilling, the soil borings will be converted to temporary groundwater monitoring wells (TMWs) to facilitate the collection of groundwater samples (if applicable). The temporary wells will be constructed as follows:

- Installation of 1-inch diameter, 0.010-inch machine slotted PVC well-screen with a threaded bottom cap.
- Installation of 1-inch diameter, threaded, flush-joint PVC riser pipe to surface.
- Addition of pre-sieved 20/40 grade silica sand for annular sand pack around the well screen from the bottom of the boring to approximately 2-feet above the top of the well screen.
- Addition of a two-foot bentonite seal.

The temporary wells will be purged of approximately three to five well volumes of water following construction, and then a groundwater sample will be collected. Purging and sampling activities will be performed using a peristaltic pump and new, dedicated, disposable tubing. If groundwater is not available in a volume sufficient for sample collection due to insufficient groundwater recharge, Terracon will submit a soil sample from the bottom of the boring for laboratory analysis in lieu of a groundwater sample. Collected groundwater samples (if applicable) will be submitted for laboratory analysis for BTEX and PAHs via EPA Methods 8260 and 8270, respectively.

Upon completion of groundwater sampling activities, temporary well materials will be removed, and the soil/water interface sealed with bentonite and the soil cuttings returned to the borings. The surface will be patched to match the existing material, to the extent practical.

All non-dedicated sampling equipment will be cleaned with an Alconox®/tap water wash. All sampling equipment will be decontaminated after each sampling effort using a non-phosphate soap wash followed by a potable water rinse.

Investigative Derived Waste

Drill soil cuttings will be returned to the borings, if possible. If soil cuttings are generated that cannot be returned to the borings, the soils will be contained in DOT-approved 55-gallon drums as investigation-derived waste (IDW), properly labeled, and staged on-site pending future disposal following review of laboratory analytical data. The client and/or site owner will be required to sign the soil disposal profiles and manifests as the generator in order to dispose of the drums at a permitted waste handling facility.

Preparation of LSI Report

Following site activities and receipt of the laboratory analytical results, the ESA report will be augmented to include the following:

- Documentation of field activities;
- Site plan showing pertinent site features;
- Soil boring/monitoring well logs;
- Analytical laboratory results;
- Data evaluation and presentation of findings; and,
- Recommendations concerning further action, if necessary.

The final written ESA report will reflect results, findings, and recommendations, and will take precedence over any verbal reports that Terracon personnel may have provided. The analysis, comments and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

2.3 Schedule

Services will be initiated upon receipt of the written notice to proceed. The final report will be submitted within approximately 20 business days after receipt of your written notice to proceed, assuming site access can be obtained within three days after the notice to proceed. In order to comply with the proposed schedule, please provide the following items (as available and applicable) at the time of notification to proceed:

- A signed Agreement for Services (attached) evidencing acceptance of this scope of services.
- The completed ASTM E1527-13 User Questionnaire (attached).
- Legal Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.
- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records.

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

2.4 Reliance

The ESA report will be prepared for the exclusive use and reliance of the Client. Reliance by any other party is prohibited without the written authorization of all relying parties and Terracon.

If the Client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the Client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of Reliance Fee per relying party.

Reliance on the ESA by the Client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the Client and all relying parties.

Continued viability of the report is subject to ASTM E1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-13.

2.5 Scope and Report Limitations

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The findings and conclusions presented in the final report will be based on the current utilization of the site, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the Client.

3.0 COMPENSATION

Phase I ESA Services (Includes items outlined in Section 2.1)	**Fee**	**Costs**
Terracon project set up and HASP (assumes two hours)	$106 per hour	$212
Terracon Field Time (site reconnaissance and interviews, assumes eight hours)	$106 per hour	$848
Environmental Regulatory Database Reports with Historical Data Packages (assumes three reports)	$300 per report	$900
Terracon Report Writing (assumes 23 hours)	$106 per hour	$2,438
Senior Review (assumes two hours)	$178 per hour	$356

Principal Review (assumes one hour)	$185 per hour	$185
CADD Site Diagrams (assumes five hours)	$112	$560
Total Estimated Cost (ESA)		**$5,499**
LSI (Includes items outlined in Section 2.2 at three retail gas stations)		
Private Utility Subcontractor (three locations)	$500 per location	$1,500
Drilling Subcontractor daily rate with mobilization (assumes two days)	$2,200 per day	$4,400
Temporary groundwater monitoring wells (assumes 225 feet)	$8.00 per foot	$1,800
Terracon Field Labor and travel (assumes three 10-hour field days for sample collection, well abandonment, and site clean-up)	$106 per hour	$3,180
Laboratory analytical suite for BTEX and PAHs; includes 18 soil samples and nine groundwater samples; 27 total samples (one soil sample will be submitted in lieu of groundwater if groundwater is not present in a volume sufficient for sampling)	$125 per sample	$3,375
Terracon Report Writing (assumes 20 hours)	$106 per hour	$2,120
Senior Review (assumes three hours)	$178 per hour	$534
Principal Review (assumes two hours)	$185 per hour	$370
CADD boring logs and site diagrams (assumes eight hours)	$112 per hour	$896
Total Estimated Cost (LSI)		**$18,175**

The fee is valid for 90 days from the date of this proposal and assumes that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

MT-18434 Sandy Springs, GA

Marr Traffic DATA COLLECTION

kmz of 4hr Intersections and Driveways

Sandy Springs updated Scope 2-8-21.kmz

4 Hour Turn Movement Count Peaks TBD w/peds/bikes heavy trucks FHWA 4-7 & 8-13 4-Sites per attached map (TMC Site 4 also includes driveway #6)	245.00 x 4 980.00
4hr Driveway Counts Peaks TBD w/peds/bikes heavy trucks FHWA 4-7 & 8-13 7 Driveways to be counted but quoted as 4 driveways see attached map	245.00 x 4 980.00
24hr Bi-directional Class Counts Sites TBD	175.00 x 4 700.00
24hr Bi-directional Volume counts Sites TBD	115.00 x 36 4,140.00
8hr Midblock Pedestrian Crossings Zones TBD	225.00 x 2 450.00
Total	**$7,250.00**

***** Please Provide PO# or your order/reference number *****

If we do not have it already please provide PO# or your order/reference number for invoicing for this project when accepting cost estimate.

Thank you, we appreciate your business.

FROM
Nate Prathaftakis
Marr Traffic
41 Peabody Street,
Nashville, Tennessee 37210
+1 (615) 431-3750

10 Glenlake Parkway,
Suite 130
Atlanta, Georgia 30328
+1 (404) 348-0344

555 Fayetteville Street,
Suite 201
Raleigh, North Carolina 27601
+1 (919) 825-0302

1229 S. Shelby St,
Louisville, Kentucky 40203
+1 (502) 795-3702

6565 N MacArthur Blvd,
Suite 225
Dallas, Texas 75039
+1 (214) 382-2014

hello@marrtraffic.com
www.marrtraffic.com

PHONE
+1 (800) 615-3765

FOR
Kimley Horn Atlanta

TO
Jerome Sin

EMAIL
jerome.sin@kimley-horn.com

COPY TO
Gary Newton
Jourdyn Fuga

QUOTE NUMBER
18434

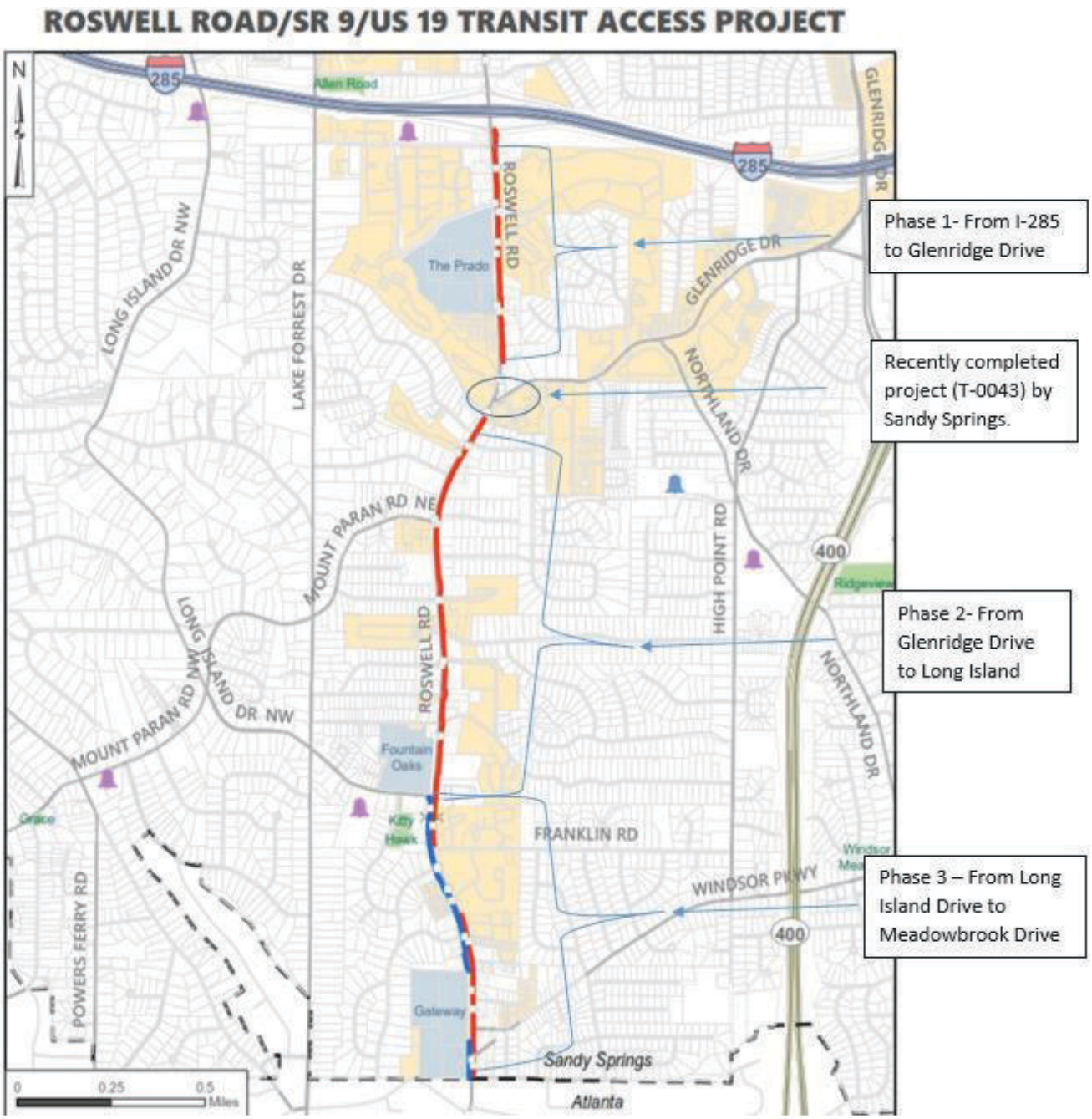
DATE
February 8, 2021

VALID UNTIL
May 9, 2021 at 3:07PM

Attachment A

Red: Streetscape on east side of Roswell Road (I-285 to City Limit)

Blue: Streetscape on west side of Roswell Road (Long Island Drive to City Limit)



RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE A CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN PURPOSES FOR THE ROSWELL ROAD TRANSIT ACCESS PROJECT (T0019) AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines addressing 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,

WHEREAS, by Resolution adopted, the City of Sandy Springs has agreed to enter into a Contract with Kimley-Horn & Associates to fund Task one (1) and two (2) of design services related to Roswell Road Transit Access Project, from Meadowbrook Drive to Northwood Drive, (T0019);

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

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

That they receive, accept, and affirm the authorization for the City Manager to execute the Stipulated Sum Agreement with Kimley-Horn and Associates, Inc. to fund Task 1 and 2 of design services.

APPROVED AND ADOPTED on this the 2nd day of March, 2021.

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: February 2, 2021 Submission for the March 2, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Approval to Authorize the City Manager to Execute a Change Order and Revised Contract for Engineering Design with Kimley-Horn and Associates, Inc. for the Spalding Drive at Pitts Road Intersection Improvement Project (TS111)

Recommendation:

Staff recommends that Council authorize the City Manager to execute a Change Order and the Revised Contract for Engineering Design Services with Kimley-Horn and Associates, Inc. for the Spalding Drive at Pitts Road Intersection Improvement Project (TS111).

Background:

As part of the ongoing design of the Spalding Drive at Pitts Road Intersection Improvement Project, Kimley-Horn and Associates, Inc. has been asked to provide additional services that are outside of the original scope of work.

The City had placed a stop work on Kimley-Horn in January 2020 due to funding constraints with this project in the TSPLOST program. When the TSPLOST project budgets were reevaluated in late 2020, funding was reallocated from another project in order to fully fund the design and construction of the Spalding at Pitts improvements project. The City gave Kimley-Horn Notice to Proceed (NTP) reauthorization in December 2020 to finish the design of the project. Due to the period of inactivity, some design tasks will be reviewed as well as adding additional coordination meetings to accommodate the new project schedule, hence the need for this change order.

Discussion:

The attached change order is required to provide additional funding to Kimley-Horn and Associates for the additional work needed to complete the project design. The additional scope includes:

- Account for additional services completed in June 2020, which evaluated design options and construction cost estimates for a detention pond in parcel 8.
- Finalize construction design plans, including erosion control and maintenance of traffic (MOT), and right of way plans.

- Calculate and present final opinion of probable construction cost.
- Continue utility coordination necessary for project and right of way design.
- Hold up to nine (9) monthly meetings with the City and prepare meeting minutes.

Financial Impact:

The total proposed fee for this Change Order is $12,040.00. This Change Order will bring the total design and construction services contract value to $270,219.32. Sufficient funds are available in the TSPLOST project TS111 to fund this work.

Alternatives:

N/A

Attachments:

1. Location Map
2. Change Order #8
3. KHA Change Order Resolution 3.2.2021

Spalding Dr at Pitts Rd Location Map

Kimley»Horn

January 27, 2020

Christine Schultz, PE
TSPLOST Project Manager – Public Works Division
City of Sandy Springs
1 Galambos Way
Sandy Springs, GA 30328

RE: *TS111 – Change Order #8*

Dear Ms. Schultz:

This letter serves as a change order request to bring the design project TS111 to completion. Due in part to the brief hiatus in 2020, additional funds are requested to fulfill the following scope items –

- Account for additional services completed in June 2020, which evaluated design options and construction cost estimates for a detention pond in Parcel 8
- Finalize construction design plans, including erosion control and MOT, and right-of-way plans
- Calculate and present final opinion of probable construction cost
- Continue utility coordination necessary for project and right-of-way design
- Hold up to nine (9) monthly meetings with the City and prepare meeting minutes

SCHEDULE

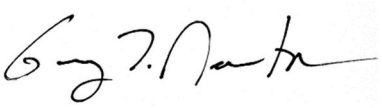
Per the mutually agreed upon project schedule presented on December 7, 2020, final plans are anticipated to be delivered in the summer of 2021. Any services not specifically provided for in the above scope, as well as any scope changes or significant delays/extensions to the project schedule requested by the Client, will result in additional services.

BUDGET

The total estimated cost, including sub-consultants and expenses, for providing the services outlined by the scope above is $30,289.47. As we currently have $18,249.47 remaining in our budget, the final change order request is for $12,040.00. The manhour estimate and cost estimate are in Attachment A.

Please contact me at (678) 533-3902 or gary.newton@kimley-horn.com should you have any questions. We look forward to our continued partnership.

Sincerely,



Gary T. Newton, P.E.
Project Manager | Vice President

MANHOUR ESTIMATE SHEET

ATTACHMENT A

Project: TS111 Pitts Road at Spalding Drive

No.	Task Description	Principal-in-Charge	Project Manager	Engineer, Senior	Engineer	Engineer, Associate	Technician	CADD Technician	Admin Support	Landscape Arch, Senior	Landscape Arch	Surveyor, Prinicipal	Surveyor, Senior	Surveyor, Project	Survey Crew	TOTAL
	Final Plans															
1	*Design Options and Construction Cost Estimates for Parcel 8*				*48*											*48*
2	*Coordination with Utility Owners*		*2*		*8*											*10*
3	*Finalize Maintenance of Traffic (MOT)/Staging Plans (8 sheets)*		*4*		*16*											*20*
4	*Finalize Utility Plans*				*2*											*2*
5	*Finalize Erosion Control Plans (assume greater than 1 acre of disturbed acreage)*			*6*	*12*											*18*
6	*Layout final right of way including revisions as needed*		*1*		*4*											*5*
7	*Layout final construction easements including revisions as needed*		*1*		*4*											*5*
8	*Layout final driveway easements including revisions as needed*		*1*		*4*											*5*
9	*Finalize Design of Traffic Signals (Assume 1 Locations)*			*8*												*8*
10	*Submit, coordinate, and revise Erosion Control Plans to be approved per Georgia EPD guidelines*			*2*	*4*											*6*
11	Finalize earthwork quantities				1											1
12	Prepare quantity estimate of major items				1	4										5
13	Prepare final opinion of probable construction cost		1		2											3
14	Perform QA/QC review of plan set		4													4
15	Submit for City Review; Attend office and field review meeting		4		4											8
16	Incorporate comments from City review into plan set				8											8
17	Monthly meetings (assume 9 virtual); prepare minutes		9		14											23
18	Incorporate comments from Community Development into plan set				8	8										16
19	Overall Project Management		8						4							12
	TOTAL	**0**	**26**	**0**	**38**	**12**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**80**

Italicized tasks are accounted for in the existing contract budget.

Cost Estimate Worksheet

Project: TS111 Pitts Road at Spalding Drive

Final Plans

1. Direct Labor				
Classification	Est. Hours	Rate/Hour	Est. Cost ($)	
Principal-in-Charge	0	$ 225.00	$0.00	
Project Manager	26	$ 210.00	$5,460.00	
Engineer, Senior	0	$ 195.00	$0.00	
Engineer	38	$ 130.00	$4,940.00	
Engineer, Associate	12	$ 110.00	$1,320.00	
Technician	0	$ 100.00	$0.00	
CADD Technician	0	$ 90.00	$0.00	
Admin Support	4	$ 80.00	$320.00	
Landscape Arch, Senior	0	$ -	$0.00	
Landscape Arch	0	$ -	$0.00	
Surveyor, Prinicipal	0	$ 155.00	$0.00	
Surveyor, Senior	0	$ 125.00	$0.00	
Surveyor, Project	0	$ 85.00	$0.00	
Survey Crew	0	$ 150.00	$0.00	
Aerial Survey	0	$ 900.00	$0.00	
Mobile Scanner	0	$ 850.00	$0.00	
SUE Crew	0	$ 150.00	$0.00	
Vacuum Excav Crew	0	$ 325.00	$0.00	
Planner, Principal	0	$ 215.00	$0.00	
Planner, Senior	0	$ 170.00	$0.00	
Planner	0	$ 110.00	$0.00	
Scientist, Principal	0	$ -	$0.00	
Scientist, Senior	0	$ -	$0.00	
Scientist	0	$ -	$0.00	
Scientist, Associate	0	$ -	$0.00	
Total Direct Labor	80			$12,040.00

RESOLUTION NO._____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CHANGE ORDER AND THE REVISED CONTRACT FOR ENGINEERING DESIGN SERVICES WITH KIMLEY-HORN AND ASSOCIATES FOR THE SPALDING DRIVE AT PITTS ROAD INTERSECTION IMPROVEMENT PROJECT (TS111), 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 and 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, by Resolution adopted, the City of Sandy Springs has agreed to authorize a Contract increase in the amount of $12,040 with Kimley-Horn and Associates for additional engineering design services of the Spalding Drive at Pitts Road Intersection Improvement Project.

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

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

That the City Manager execute a Change Order in the amount of $12,040 for design services required to update the plans within the project limits within the City of Sandy Springs, Fulton County, Georgia.

RESOLVED this the 2nd day of March 2021**.**

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. 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: February 5, 2021 Submission for the March 2, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Approval of a Contract with Tri Scapes, Inc. to Construct Johnson Ferry Road Landscape Improvements Project, 21-033, and Authorization for the City Manager to Execute the Contract

---

Recommendation:

Staff recommends that the Mayor and City Council approve the award of the 21-033 Johnson Ferry Road Landscape Improvements Contract with Tri Scapes, Inc.

Background:

In an effort to continue the Council priority of maintaining a high level of community appearance, staff contracted the design of landscape improvements along the North and South Right of Ways of Johnson Ferry Road, beginning on the East side of the bridge over the Chattahoochee River, extending to the East side of the Abernathy Arts Center.
The project consists of:

1. Landscaping improvements consisting of the addition of trees, shrubs, grasses, flowers and other plant species.
2. Installation of mulch planter beds.
3. Painting of the existing metal guardrails.
4. Pressure washing of all curb and gutter, and sidewalks.

Discussion:

The Pre-Bid Conference was held on January 7, 2021 with the Bid Opening on January 20, 2021 as listed below:

Firm	Bid
Tri Scapes, Inc.	$122,487.96
CMEC, LLC	$181,221.00
Designated Clippers LLC	$216,125.00
Yellowstone Landscape	$271,210.00
Arco Builders LLC	$361,278.81

The bids were evaluated by Field Services and Purchasing staff. The evaluation focused specifically on the companies' landscaping experience, past performance, quality of past work, and bid price. Based on our review and analysis, we recommend that the City award the 21-033 Johnson Ferry Road Landscape Improvements Contract to Tri Scapes, Inc. in the amount of $122,487.96. Staff prepared estimate for this work was $120,000.

Financial Impact:

There are adequate funds available in the T-4000 budget for this project.

Alternatives:

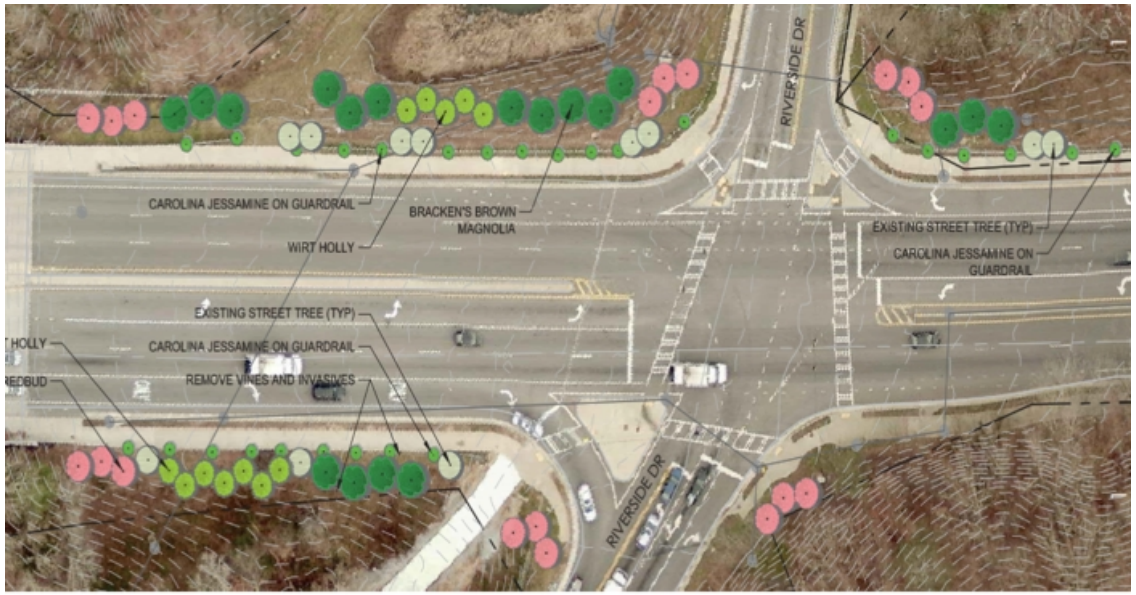
The City may choose to not perform this project and apply these funds toward another project.

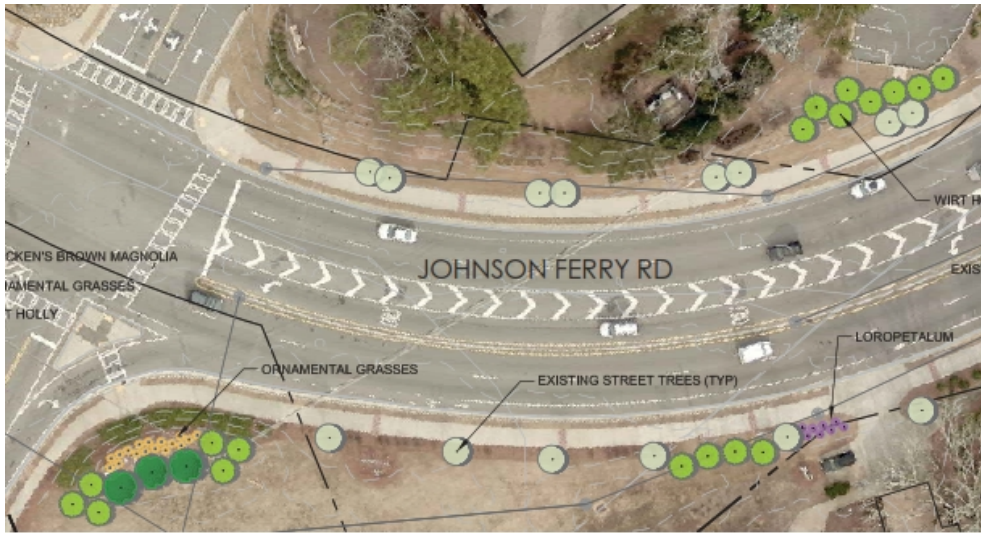
Attachments:

1. T-4000 City Beautification Program
2. JFLandscapingMap
3. 21-033 Johnson Ferry Road Landscape Improvements Resolution 03-16-2021

T-4000 City Beautification Program

- Johnson Ferry Landscaping Improvements – Chattahoochee River to Abernathy Arts Center





Johnson Ferry Road Landscaping Project

SANDY SPRINGS
GEORGIA

X:\GIS\PublicWorks\Projects\FieldServices\20210217_JF_Landscaping\20210217_JF_Landscaping.mxd 11/17/2021

RESOLUTION NO._____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE A CONTRACT WITH TRI SCAPES, INC. TO CONSTRUCT JOHNSON FERRY ROAD LANDSCAPE IMPROVEMENTS PROJECT, 21-033, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE CONTRACT

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

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has received a bid from Tri Scapes, Inc., for 21-033 Johnson Ferry Road Landscape Improvements Project, Sandy Springs, Fulton County, Georgia, and

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

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

That the City Manager execute a contract in the amount of $122,487.96 with the selected contractor, Tri Scapes, Inc., for 21-033 Johnson Ferry Road Landscape Improvements Project, Sandy Springs, Fulton County, Georgia.

RESOLVED this the 2nd day March, 2021**.**

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: February 9, 2021 Submission for the March 2, 2021 Meeting

ITEM: Request for Mayor and City Council Consideration of Agreement to Purchase Fee Simple Right of Way, Permanent Easement for the Construction and Maintenance of Slopes and Temporary Construction Easement on Property Located in Land Lots 205 and 210 of the 17th District, City of Sandy Springs

---

Recommendation:

Staff recommends that the Mayor and City Council accept an Agreement to Purchase Fee Simple Right of Way, Permanent Easement for the Construction and Maintenance of Slopes and Temporary Construction Easement on that tract of land lying and located in Land Lots 205 and 210 of the 17th District, Fulton County, Georgia. The property owner is PLN Riveredge LP and is located at 5500 Interstate North Parkway, Sandy Springs, Georgia, as shown in the attached exhibits.

Background:

The acquisition of 462.16 square feet of Fee Simple Right of Way, 4,865.40 square feet of Permanent Easement for the Construction and Maintenance of Slopes and 8,024.58 square feet of Temporary Construction Easement on this property is necessary in order to construct the TS-170 Interstate North Parkway Project.

Discussion:

Although the property owner couldn't donate the rights of way needed for the project, they did agree to accept the City's appraised offer of Fair Market Value in the amount of $182,600.00 for the property rights required to construct the project.

Financial Impact:

$182,600.00, which is the Appraised Fair Market Value.

Alternatives:

N/A

Attachments:

1. Aerial Map

2. GIS Map
3. P#1 PLN Executed Agreement for MCC
4. RESOLUTION

0 0 0 0 mi

TS-170 PLN Riveredge LP

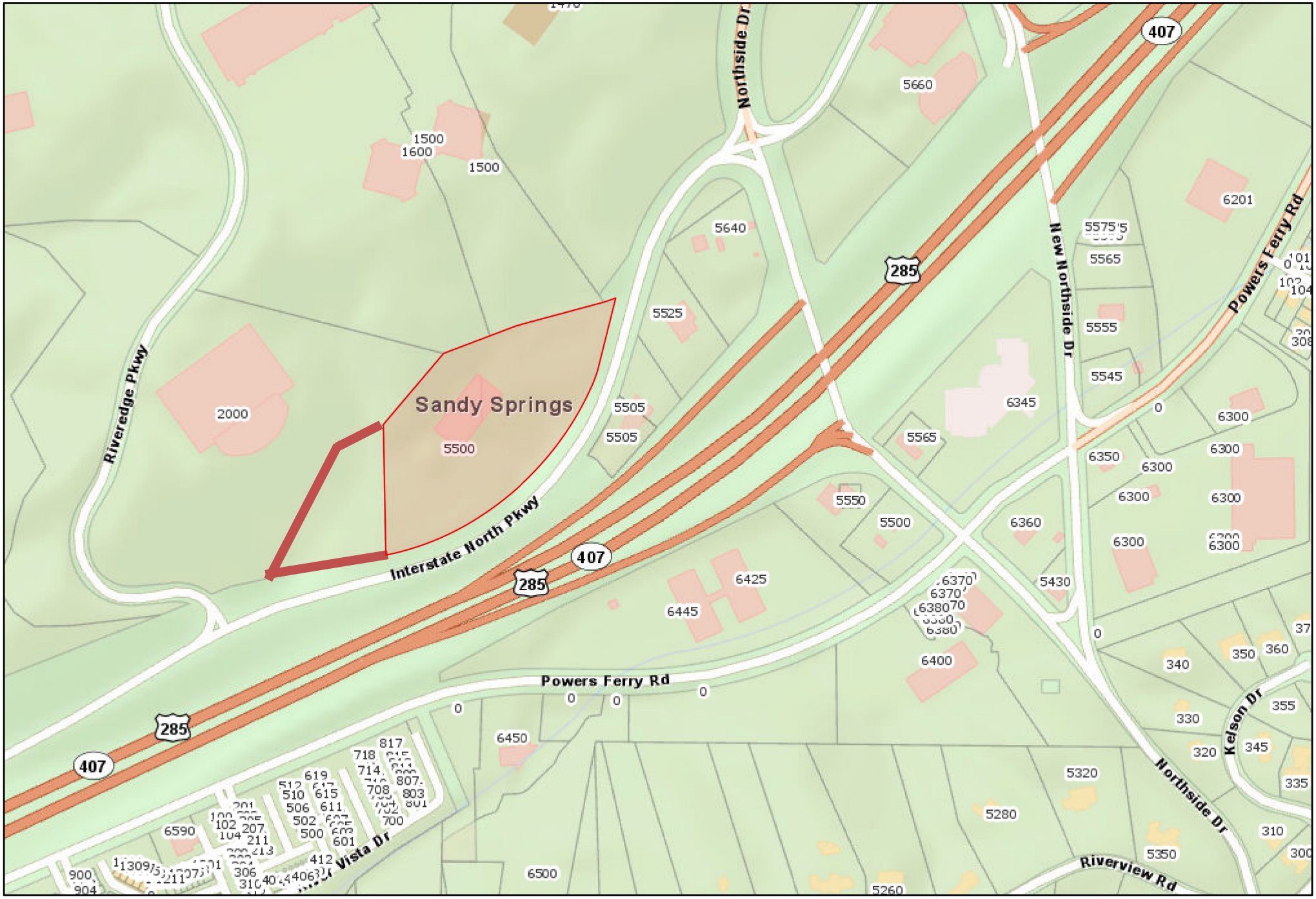
Date: 2/16/2021

Map Size: 8.5x11 (LETTER)

N

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 epicted 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

FULTON COUNTY



TS-170 PLN Riveredge LP

Date: 2/16/2021

Map Size: 8.5x11 (LETTER)

N

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 epicted 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

FULTON COUNTY

AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY, PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES 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, Permanent and Temporary Easement Rights and grants to the City of Sandy Springs on and over the following described real estate:

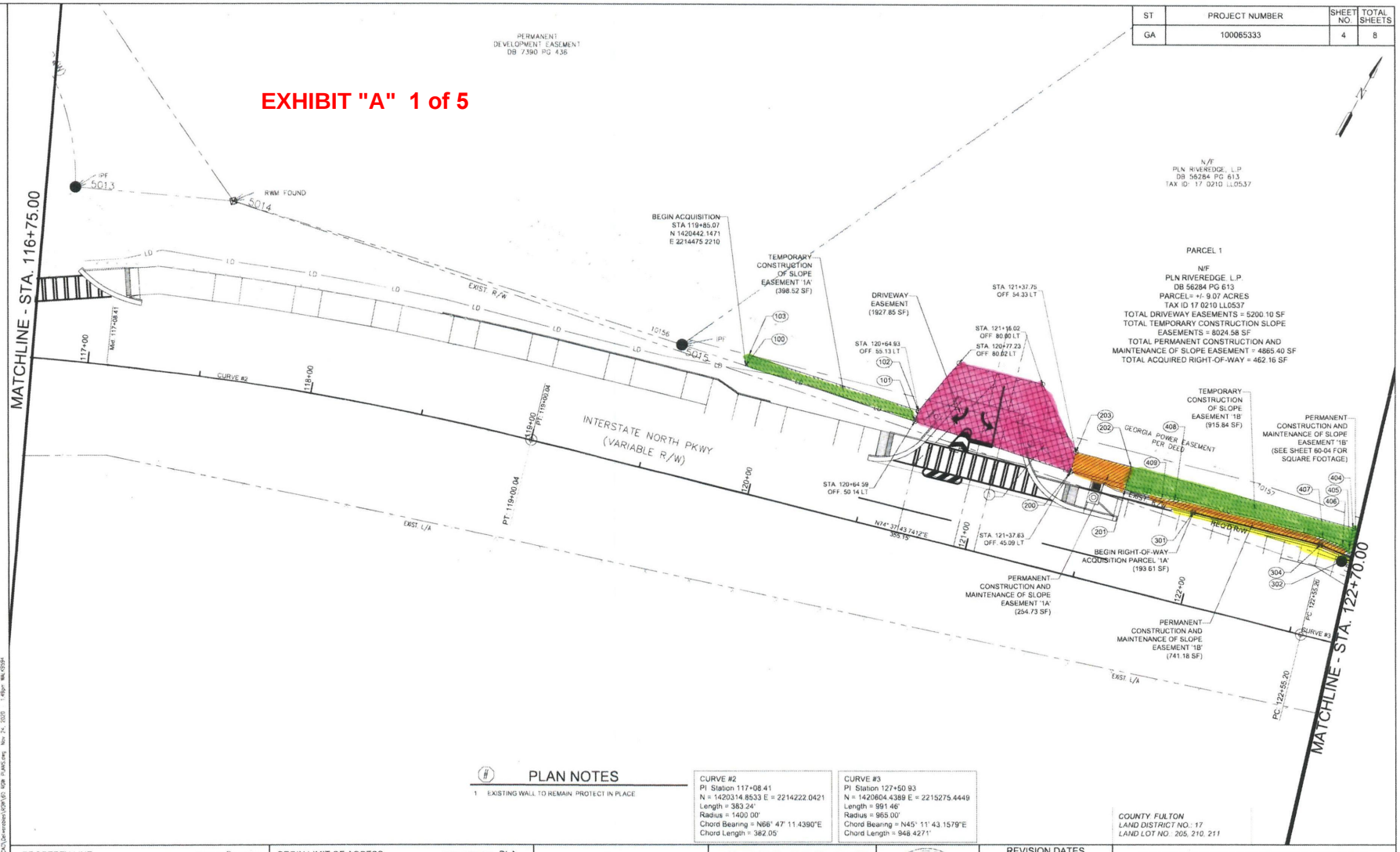
Those specified rights through that tract or parcel of land located in Land Lot 210 of the 17th District, of Fulton County, Georgia, and being more particularly described on Exhibit "A" and "B", attached hereto and made a part hereof by reference.

For the sum of **$182,600.00**, 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".

* * * *

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100065333	4	8

EXHIBIT "A" 1 of 5



PLAN NOTES

1. EXISTING WALL TO REMAIN. PROTECT IN PLACE

CURVE #2	CURVE #3
PI Station 117+08.41	PI Station 127+50.93
N = 1420314.8533 E = 2214222.0421	N = 1420604.4389 E = 2215275.4449
Length = 383.24'	Length = 991.46'
Radius = 1400.00'	Radius = 965.00'
Chord Bearing = N66° 47' 11.4390"E	Chord Bearing = N45° 11' 43.1579"E
Chord Length = 382.05'	Chord Length = 948.4271'

COUNTY: FULTON
LAND DISTRICT NO.: 17
LAND LOT NO.: 205, 210, 211

PROPERTY LINE	P
REQUIRED R/W LINE	
CONSTRUCTION LIMITS OF DISTURBANCE	LD
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXIST. LIMIT OF ACCESS	
REQ'D R/W & LIMIT OF ACCESS	
ORANGE BARRIER FENCE	

20 10 0 20 40
1 inch = 20 ft.(IN FEET)

SANDY SPRINGS
GEORGIA

ATKINS
Member of the SNC-Lavalin Group
Atkins North America, Inc. 1600 Riverside Parkway, NW Ste. 100 Atlanta, GA 30328 Tel: (770) 933-6280
Certificate of Authorization #PES-000502 Expiration Date 06/30/2022

GEORGIA REGISTERED No. GA000755 06-12-2020 JOSEPH ANTHONY JOHN P. BOUDREAU
NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES
06-25-2020
08-12-2020
09-21-2020

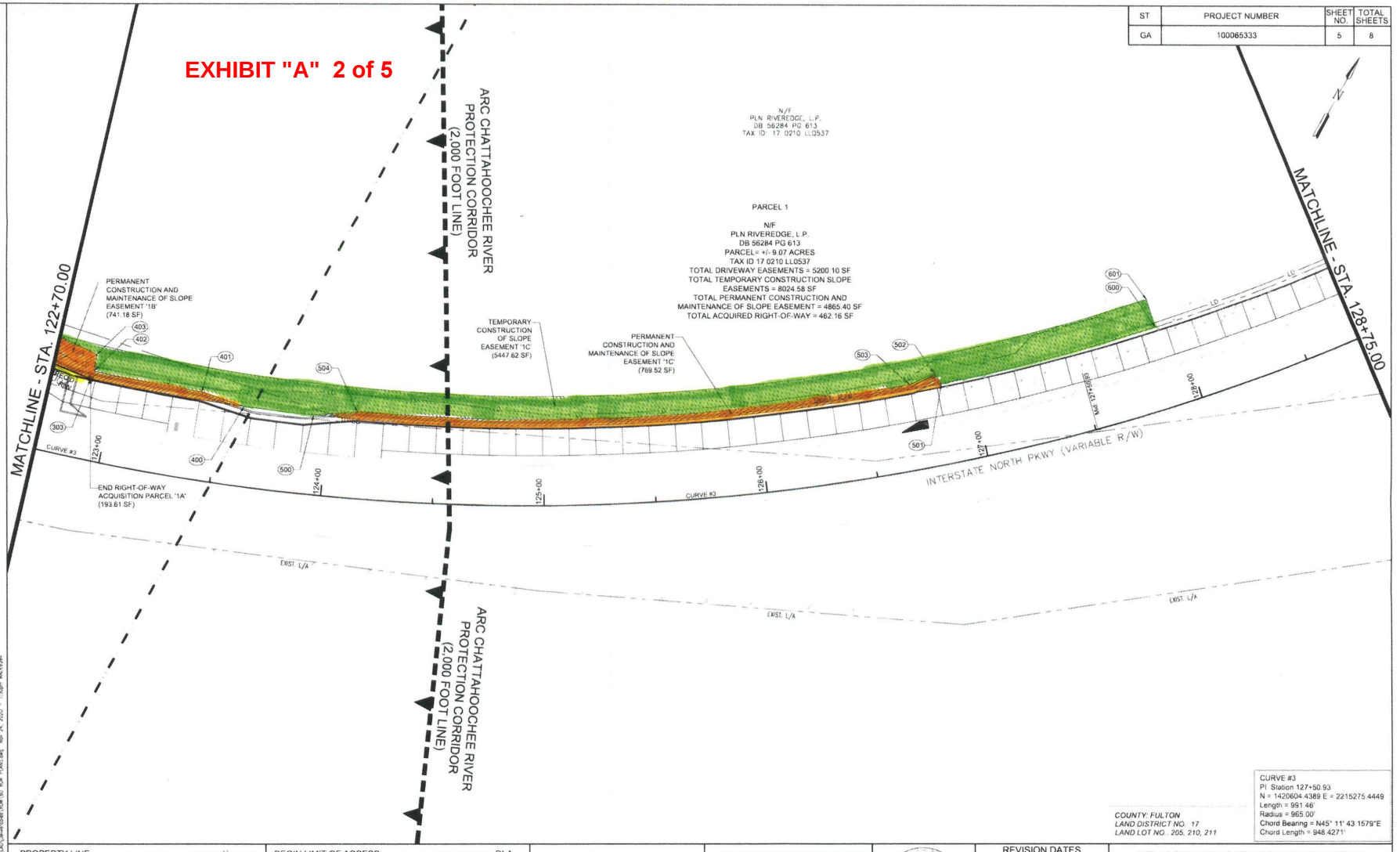
CITY OF SANDY SPRINGS PUBLIC WORKS

INTERSTATE NORTH PARKWAY
RIGHT OF WAY PLANS

CHECKED		DATE	DRAWING NO
BACKCHECKED		DATE	60-03
CORRECTED		DATE	
VERIFIED		DATE	

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100065333	5	8

EXHIBIT "A" 2 of 5



COUNTY: FULTON
LAND DISTRICT NO.: 17
LAND LOT NO.: 205, 210, 211

CURVE #3
PI Station 127+50.93
N = 1420604.4389 E = 2215275.4449
Length = 991.46'
Radius = 965.00'
Chord Bearing = N45° 11' 43.1579"E
Chord Length = 948.4271'

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

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXIST. LIMIT OF ACCESS	
REQ'D R/W & LIMIT OF ACCESS	
ORANGE BARRIER FENCE	

20 10 0 20 40
1 inch = 20 ft. (IN FEET)

SANDY SPRINGS
GEORGIA

ATKINS
Member of the SNC-Lavalin Group
Atkins North America, Inc.
1600 Riverside Parkway NW, Ste 100
Atlanta, GA 30328
Tel (770)933-0360
Certificate of Authorization #PEF000692
Expiration Date 06/30/2022

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. GA000760 08-12-2020 JOHN D BOUDREAU
NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES
06-25-2020
08-12-2020
09-21-2020

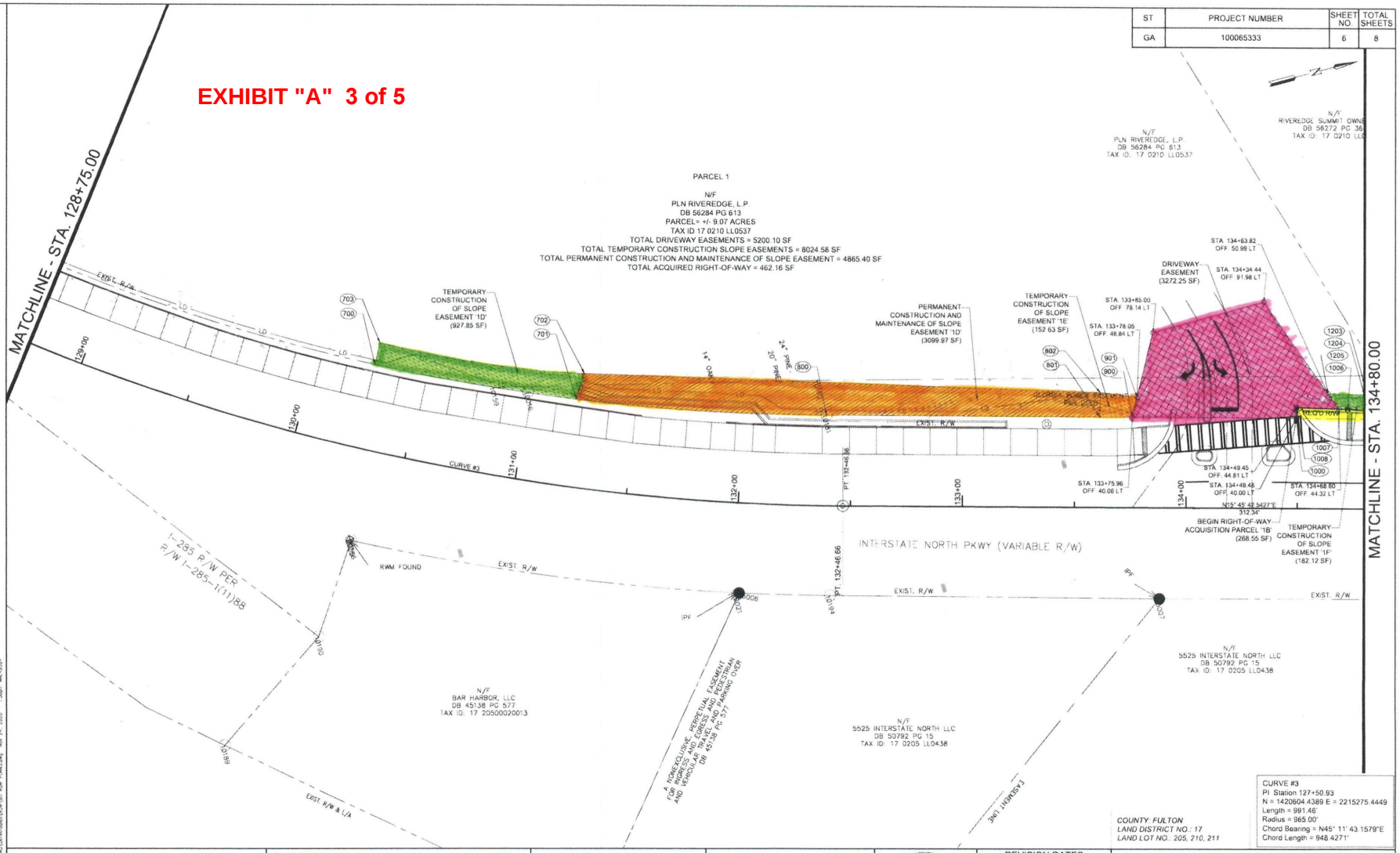
CITY OF SANDY SPRINGS PUBLIC WORKS

INTERSTATE NORTH PARKWAY
RIGHT OF WAY PLANS

CHECKED:		DATE:	DRAWING NO.
BACKCHECKED:		DATE:	60-04
CORRECTED:		DATE:	
VERIFIED:		DATE:	

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100065333	6	8

EXHIBIT "A" 3 of 5



PROPERTY LINE	BEGIN LIMIT OF ACCESS	BLA	
REQUIRED R/W LINE	END LIMIT OF ACCESS	ELA	
CONSTRUCTION LIMITS OF DISTURBANCE	EXIST. LIMIT OF ACCESS		
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D R/W & LIMIT OF ACCESS		
EASEMENT FOR CONSTR OF SLOPES	ORANGE BARRIER FENCE		
EASEMENT FOR CONSTR OF DRIVES	1 inch = 20 ft. (IN FEET)		

SANDY SPRINGS
GEORGIA

ATKINS
Member of the SNC-Lavalin Group

GEORGIA REGISTERED No. GA000760 08-12-2020 JOHN D BOUDREAU

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES
06-25-2020
08-12-2020
09-21-2020

CITY OF SANDY SPRINGS PUBLIC WORKS

INTERSTATE NORTH PARKWAY
RIGHT OF WAY PLANS

CHECKED	DATE	DRAWING NO
BACKCHECKED	DATE	60-05
CORRECTED	DATE	
VERIFIED	DATE	

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100065333	7	8

EXHIBIT "A" 4 of 5

MATCHLINE - STA. 134+80.00

TEMPORARY CONSTUCTION OF SLOPE EASEMENT '1F' (SEE SHEET 60-05)

PARCEL 2
N/F RIVEREDGE SUMMIT OWNERS, LLC
DB 56272 PG 364
PARCEL= +/- 31.80 ACRES
TAX ID 17 0210 LL0340
TOTAL TEMPORARY CONSTRUCTION SLOPE EASEMENTS = 94.69 SF
TOTAL ACQUIRED RIGHT-OF-WAY = 82.66 SF

TEMPORARY CONSTRUCTION OF SLOPE EASEMENT '2A' (94.69 SF)

BEGIN RIGHT-OF-WAY ACQUISITION PARCEL '3B' (22.05 SF)

TEMPORARY CONSTRUCTION OF SLOPE EASEMENT '3A' (349.50 SF)

TEMPORARY CONSTRUCTION OF SLOPE EASEMENT '3B' (569.83 SF)

PERMANENT CONSTRUCTION AND MAINTENANCE OF SLOPE EASEMENT '3B' (288.59 SF)

REQ'D R/W

END RIGHT-OF-WAY ACQUISITION PARCEL '3B' (22.05 SF)

PERMANENT CONSTRUCTION AND MAINTENANCE OF SLOPE EASEMENT '3A' (366.17 SF)

END RIGHT-OF-WAY ACQUISITION PARCEL '1B' (SEE SHEET 60-05 FOR SQUARE FOOTAGE)
BEGIN RIGHT-OF-WAY ACQUISITION PARCEL '2A' (82.66 SF)
BEGIN RIGHT-OF-WAY ACQUISITION PARCEL '3A' (46.83 SF)

TEMPORARY CONSTRUCTION OF SLOPE EASEMENT '3C' (2262.57 SF)

PARCEL 3
N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
DB 7347 PG 444
PARCEL= +/- 15.69 ACRES
TAX ID 17 0205 LL0487
TOTAL TEMPORARY CONSTRUCTION SLOPE EASEMENTS = 3181.90 SF
TOTAL PERMANENT CONSTRUCTION AND MAINTENANCE OF SLOPE EASEMENTS = 662.03 SF
TOTAL ACQUIRED RIGHT-OF-WAY = 68.88 SF

PC: 135+59.01
CURVE #4
PI: 137+23.05
MID: 137+72.68
PT: 138+67.09
CURVE #5
PI: 139+90.20
MID: 139+46.28
PT: 140+55.71
PC: 139+24.70
EXIST. R/W
INTERSTATE NORTH PKWY (VARIABLE R/W)

END ACQUISITION
STA. 140+41.04
N 1421859.7745
E 2215767.0461

PERMANENT CONSTRUCTION AND MAINTENANCE OF SLOPE EASEMENT '3C' (7.27 SF)

CURVE #4	CURVE #5
PI: Station 137+23.05	PI: Station 139+90.20
N = 1421589.8923 E = 2215553.5909	N = 1421789.8854 E = 2215737.5968
Length = 328.08'	Length = 131.00'
Radius = 700.00'	Radius = 250.00'
Chord Bearing = N29° 11' 19.9829"E	Chord Bearing = N57° 37' 41.9878"E
Chord Length = 325.09'	Chord Length = 129.51'

COUNTY: FULTON
LAND DISTRICT NO.: 17
LAND LOT NO.: 205, 210, 211

PROPERTY LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS OF DISTURBANCE — LD
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS — BLA
END LIMIT OF ACCESS — ELA
EXIST. LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE

20 10 0 20 40
1 inch = 20 ft.(IN FEET)

SANDY SPRINGS
GEORGIA

ATKINS
Member of the SNC-Lavalin Group
Atkins North America, Inc.
1600 RiverEdge Parkway, N.W. Ste. 100
Atlanta, GA 30328
Tel: (770)303-5280
Certificate of Authorization #PEF002992
Expiration Date 06-30-2021

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. GA0000780 06-12-2020 JOSEPH A. BOUDREAU

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES
06-25-2020
08-12-2020
09-21-2020

CITY OF SANDY SPRINGS PUBLIC WORKS

INTERSTATE NORTH PARKWAY
RIGHT OF WAY PLANS

CHECKED:	DATE:	DRAWING NO.
BACKCHECKED:	DATE:	60-06
CORRECTED:	DATE:	
VERIFIED:	DATE:	

EXHIBIT "A" 5 of 5

ST	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	100065333	8	8

PARCEL 1 N/F PLN RIVEREDGE, L.P.
EASM'T FOR CONSTR. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
100	55.63' LT.	119+85.07	INTERSTATE NORTH PKWY
101	50.14' LT.	120+64.59	INTERSTATE NORTH PKWY
102	55.13' LT.	120+64.93	INTERSTATE NORTH PKWY
103	60.62' LT.	119+85.42	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 398.52 SQ. FT. = 0.009 ACRES

201	43.33' LT.	121+63.20	INTERSTATE NORTH PKWY
409	43.44' LT.	121+80.14	INTERSTATE NORTH PKWY
408	44.60' LT.	121+85.95	INTERSTATE NORTH PKWY
407	44.34' LT.	122+54.57	INTERSTATE NORTH PKWY
406	43.01' LT.	122+64.75	INTERSTATE NORTH PKWY
405	42.32' LT.	122+68.23	INTERSTATE NORTH PKWY
404	51.83' LT.	122+67.61	INTERSTATE NORTH PKWY
202	54.00' LT.	121+63.33	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 915.84 SQ. FT. = 0.021 ACRES

402	39.68' LT.	122+89.28	INTERSTATE NORTH PKWY
401	39.33' LT.	123+40.28	INTERSTATE NORTH PKWY
400	35.86' LT.	123+60.79	INTERSTATE NORTH PKWY
500	35.78' LT.	123+93.32	INTERSTATE NORTH PKWY
504	38.94' LT.	124+13.22	INTERSTATE NORTH PKWY
503	38.22' LT.	126+71.68	INTERSTATE NORTH PKWY
502	41.20' LT.	126+83.85	INTERSTATE NORTH PKWY
501	35.90' LT.	126+86.04	INTERSTATE NORTH PKWY
600	36.31' LT.	127+89.28	INTERSTATE NORTH PKWY
601	49.34' LT.	127+89.28	INTERSTATE NORTH PKWY
404	51.83' LT.	122+67.61	INTERSTATE NORTH PKWY
403	47.14' LT.	122+88.97	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 5447.62 SQ. FT. = 0.125 ACRES

700	37.95' LT.	130+27.68	INTERSTATE NORTH PKWY
701	38.85' LT.	131+22.37	INTERSTATE NORTH PKWY
702	50.71' LT.	131+24.70	INTERSTATE NORTH PKWY
703	48.00' LT.	130+27.58	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 977.85 SQ. FT. = 0.021 ACRES

801	40.07' LT.	133+61.36	INTERSTATE NORTH PKWY
900	40.06' LT.	133+75.96	INTERSTATE NORTH PKWY
901	48.84' LT.	133+78.05	INTERSTATE NORTH PKWY
802	50.81' LT.	133+61.60	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 152.63 SQ. FT. = 0.003 ACRES

1007	44.32' LT.	134+68.60	INTERSTATE NORTH PKWY
1006	44.19' LT.	134+72.51	INTERSTATE NORTH PKWY
1005	43.60' LT.	134+80.49	INTERSTATE NORTH PKWY
1004	43.62' LT.	134+84.97	INTERSTATE NORTH PKWY
1003	50.63' LT.	134+85.05	INTERSTATE NORTH PKWY
1002	50.62' LT.	134+92.52	INTERSTATE NORTH PKWY
1202	55.53' LT.	134+89.48	INTERSTATE NORTH PKWY
1203	55.50' LT.	134+79.94	INTERSTATE NORTH PKWY
1204	50.71' LT.	134+79.98	INTERSTATE NORTH PKWY
1205	50.99' LT.	134+63.82	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 182.12 SQ. FT. = 0.004 ACRES

TOTAL REQ'D EASEMENT AREA = 8024.58 SQ. FT. = 0.184 ACRES

PARCEL 1 N/F PLN RIVEREDGE, L.P.
PERMANENT EASM'T FOR CONSTR. & MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
200	45.09' LT.	121+37.63	INTERSTATE NORTH PKWY
201	43.33' LT.	121+63.20	INTERSTATE NORTH PKWY
202	54.00' LT.	121+63.33	INTERSTATE NORTH PKWY
203	54.33' LT.	121+37.75	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 254.73 SQ. FT. = 0.006 ACRES

201	43.33' LT.	121+63.20	INTERSTATE NORTH PKWY
301	41.10' LT.	121+95.46	INTERSTATE NORTH PKWY
304	40.99' LT.	122+54.26	INTERSTATE NORTH PKWY
303	36.11' LT.	122+88.61	INTERSTATE NORTH PKWY
400	35.86' LT.	123+60.79	INTERSTATE NORTH PKWY
401	39.33' LT.	123+40.28	INTERSTATE NORTH PKWY
402	39.68' LT.	122+89.28	INTERSTATE NORTH PKWY
403	47.14' LT.	122+88.97	INTERSTATE NORTH PKWY
404	51.83' LT.	122+67.21	INTERSTATE NORTH PKWY
405	42.32' LT.	122+68.23	INTERSTATE NORTH PKWY
406	43.01' LT.	122+64.75	INTERSTATE NORTH PKWY
407	44.34' LT.	122+54.57	INTERSTATE NORTH PKWY
408	44.60' LT.	121+85.95	INTERSTATE NORTH PKWY
409	43.44' LT.	121+80.14	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 741.18 SQ. FT. = 0.017 ACRES

500	35.78' LT.	123+93.32	INTERSTATE NORTH PKWY
501	35.90' LT.	126+86.04	INTERSTATE NORTH PKWY
502	41.20' LT.	126+83.85	INTERSTATE NORTH PKWY
503	38.22' LT.	126+71.68	INTERSTATE NORTH PKWY
504	38.94' LT.	124+13.22	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 769.52 SQ. FT. = 0.018 ACRES

701	38.85' LT.	131+22.37	INTERSTATE NORTH PKWY
800	40.14' LT.	132+38.96	INTERSTATE NORTH PKWY
801	40.07' LT.	133+61.36	INTERSTATE NORTH PKWY
802	50.81' LT.	133+61.60	INTERSTATE NORTH PKWY
702	50.71' LT.	131+24.70	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 3099.97 SQ. FT. = 0.071 ACRES

TOTAL REQ'D EASEMENT AREA = 4865.40 SQ. FT. = 0.112 ACRES

TOTAL LOT SIZE = +/- 9.07 ACRES

TWO DRIVEWAY EASM'T REQ'D

PARCEL 1 N/F PLN RIVEREDGE, L.P.
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
301	41.10' LT.	121+95.46	INTERSTATE NORTH PKWY
302	36.21' LT.	122+65.80	INTERSTATE NORTH PKWY
303	36.11' LT.	122+88.61	INTERSTATE NORTH PKWY
304	40.99' LT.	122+54.26	INTERSTATE NORTH PKWY

REQ'D R/W AREA = 193.61 SQ. FT. = 0.004 ACRES

TOTAL LOT SIZE = +/- 9.07 ACRES

PARCEL 1 N/F PLN RIVEREDGE, L.P.
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1000	40.00' LT.	134+49.48	INTERSTATE NORTH PKWY
1001	39.97' LT.	134+99.28	INTERSTATE NORTH PKWY
1002	50.62' LT.	134+92.57	INTERSTATE NORTH PKWY
1003	50.63' LT.	134+85.05	INTERSTATE NORTH PKWY
1004	43.62' LT.	134+84.97	INTERSTATE NORTH PKWY
1005	43.60' LT.	134+80.49	INTERSTATE NORTH PKWY
1006	44.19' LT.	134+72.51	INTERSTATE NORTH PKWY
1007	44.32' LT.	134+68.60	INTERSTATE NORTH PKWY
1008	44.81' LT.	134+49.45	INTERSTATE NORTH PKWY

REQ'D R/W AREA = 268.55 SQ. FT. = 0.006 ACRES

TOTAL REQ'D R/W AREA = 462.16 SQ. FT. = 0.010 ACRES
TOTAL LOT SIZE = +/- 9.07 ACRES

PARCEL 2 N/F RIVEREDGE SUMMIT OWNERS, LLC
EASM'T FOR CONSTR. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1002	50.62' LT.	134+92.57	INTERSTATE NORTH PKWY
1100	50.61' LT.	135+08.10	INTERSTATE NORTH PKWY
1201	55.64' LT.	135+12.20	INTERSTATE NORTH PKWY
1202	55.53' LT.	134+89.48	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 94.69 SQ. FT. = 0.002 ACRES

PARCEL 2 N/F RIVEREDGE SUMMIT OWNERS, LLC
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1001	39.97' LT.	134+99.28	INTERSTATE NORTH PKWY
1100	50.61' LT.	135+08.10	INTERSTATE NORTH PKWY
1002	50.62' LT.	134+92.57	INTERSTATE NORTH PKWY

REQ'D R/W AREA = 82.66 SQ. FT. = 0.002 ACRES

TOTAL LOT SIZE = +/- 31.80 ACRES

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
EASM'T FOR CONSTR. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1402	43.45' LT.	135+45.39	INTERSTATE NORTH PKWY
1401	43.84' LT.	135+75.20	INTERSTATE NORTH PKWY
1400	39.72' LT.	135+91.44	INTERSTATE NORTH PKWY
1500	52.01' LT.	135+79.65	INTERSTATE NORTH PKWY
1403	52.25' LT.	135+48.07	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 349.50 SQ. FT. = 0.008 ACRES

1600	39.51' LT.	136+35.53	INTERSTATE NORTH PKWY
1601	39.47' LT.	136+42.40	INTERSTATE NORTH PKWY
1602	45.73' LT.	136+42.29	INTERSTATE NORTH PKWY
1603	45.39' LT.	136+68.27	INTERSTATE NORTH PKWY
1604	60.39' LT.	136+68.31	INTERSTATE NORTH PKWY
1605	60.51' LT.	136+35.61	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 569.83 SQ. FT. = 0.013 ACRES

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
EASM'T FOR CONSTR. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1603	45.39' LT.	136+68.27	INTERSTATE NORTH PKWY
1700	39.29' LT.	137+09.90	INTERSTATE NORTH PKWY
1701	42.13' LT.	139+95.12	INTERSTATE NORTH PKWY
1702	45.04' LT.	140+05.29	INTERSTATE NORTH PKWY
1703	43.87' LT.	140+05.55	INTERSTATE NORTH PKWY
1704	46.14' LT.	140+16.97	INTERSTATE NORTH PKWY
1705	58.45' LT.	140+41.02	INTERSTATE NORTH PKWY

REQ'D EASEMENT AREA = 2262.57 SQ. FT. = 0.052 ACRES
TOTAL REQ'D EASEMENT AREA = 3181.90 SQ. FT. = 0.073 ACRES

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
PERMANENT EASM'T FOR CONSTR. & MAINT. OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1306	41.63' LT.	135+28.47	INTERSTATE NORTH PKWY
1305	42.94' LT.	135+31.22	INTERSTATE NORTH PKWY
1304	40.09' LT.	135+32.77	INTERSTATE NORTH PKWY
1303	40.51' LT.	135+74.85	INTERSTATE NORTH PKWY
1302	39.82' LT.	135+77.45	INTERSTATE NORTH PKWY
1400	39.72' LT.	135+91.44	INTERSTATE NORTH PKWY
1401	43.84' LT.	135+75.20	INTERSTATE NORTH PKWY
1402	43.45' LT.	135+45.39	INTERSTATE NORTH PKWY
1403	52.25' LT.	135+48.07	INTERSTATE NORTH PKWY
1404	52.60' LT.	135+27.26	INTERSTATE NORTH PKWY
1405	47.55' LT.	135+25.70	INTERSTATE NORTH PKWY

REQ'D PERMANENT EASM'T AREA = 366.17 SQ. FT. = 0.007 ACRES

1601	39.47' LT.	136+42.40	INTERSTATE NORTH PKWY
1700	39.29' LT.	137+09.90	INTERSTATE NORTH PKWY
1603	45.39' LT.	136+68.27	INTERSTATE NORTH PKWY
1602	45.73' LT.	136+42.29	INTERSTATE NORTH PKWY

REQ'D PERMANENT EASM'T AREA = 288.59 SQ. FT. = 0.006 ACRES

1701	42.13' LT.	139+95.12	INTERSTATE NORTH PKWY
1703	43.87' LT.	140+05.55	INTERSTATE NORTH PKWY
1702	45.04' LT.	140+05.29	INTERSTATE NORTH PKWY

REQ'D PERMANENT EASM'T AREA = 7.27 SQ. FT. = 0.001 ACRES
TOTAL REQ'D EASEMENT AREA = 662.03 SQ. FT. = 0.015 ACRES
TOTAL LOT SIZE = +/- 15.69 ACRES

PARCEL 3 N/F MUNICIPAL ELECTRIC AUTHORITY OF GA
REQUIRED R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1001	39.97' LT.	134+99.28	INTERSTATE NORTH PKWY
1200	39.95' LT.	135+08.07	INTERSTATE NORTH PKWY
1100	50.61' LT.	135+08.10	INTERSTATE NORTH PKWY

REQ'D R/W AREA = 46.83 SQ. FT. = 0.001 ACRES

1300	39.93' LT.	135+29.29	INTERSTATE NORTH PKWY
1301	39.96' LT.	135+54.56	INTERSTATE NORTH PKWY
1302	39.82' LT.	135+77.45	INTERSTATE NORTH PKWY
1303	40.51' LT.	135+74.85	INTERSTATE NORTH PKWY
1304	40.09' LT.	135+32.77	INTERSTATE NORTH PKWY
1305	42.94' LT.	135+31.22	INTERSTATE NORTH PKWY
1306	41.63' LT.	135+28.47	INTERSTATE NORTH PKWY

REQ'D R/W AREA = 22.05 SQ. FT. = 0.001 ACRES
TOTAL REQ'D R/W AREA = 68.88 SQ. FT. = 0.001 ACRES
TOTAL LOT SIZE = +/- 15.69 ACRES

PROPERTY LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS OF DISTURBANCE — LD —
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS — BLA
END LIMIT OF ACCESS — ELA
EXIST. LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE

SANDY SPRINGS
GEORGIA

ATKINS
Member of the SNC-Lavalin Group
Atkins North America, Inc
1600 RiverEdge Parkway NW, Ste 700
Atlanta, GA 30328
Tel (770)933-0280
Certificate of Authorization #PEF000602
Expiration Date 06/30/2022

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. GA000760 06-12-2020 JOHN P. BOUDREAU
NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

REVISION DATES
06-25-2020
08-12-2020
09-21-2020

CITY OF SANDY SPRINGS PUBLIC WORKS
INTERSTATE NORTH PARKWAY
RIGHT OF WAY PLANS

CHECKED:	DATE:	DRAWING NO.
BACKCHECKED:	DATE:	60-07
CORRECTED:	DATE:	
VERIFIED:	DATE:	

LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION PARCEL 1A

All that tract or parcel of land and being in Land Lot 210 of the 17th District of Fulton County, in the City of Sandy Springs, Georgia and being more particularly described as follows:

COMMENCING at an iron pin located at the intersection of the existing Northerly right-of-way line of Interstate North Parkway (having a variable right-of-way) and the existing Easterly right-of-way line of RiverEdge Parkway (having an apparent 60-foot right-of-way);

THENCE run along said existing Northerly right-of-way line the following courses and distances:

THENCE North 65 degrees 44 minutes 59 seconds East for a distance of 70.60 feet to a right-of-way monument found;

THENCE North 78 degrees 14 minutes 00 seconds East for a distance of 209.33 feet to an iron pin found;

THENCE North 78 degrees 34 minutes 47 seconds East for a distance of 240.88 feet to a point on the future Northerly right-of-way line of Interstate North Parkway, said point being the POINT OF BEGINNING;

THENCE leaving said existing right-of-way line, run along said future right-of-way line North 74 degrees 44 minutes 11 seconds East for a distance of 58.95 feet to a point;

THENCE continue along said future right-of-way line, North 82 degrees 05 minutes 42 seconds East for a distance of 33.23 feet a point on said existing right-of-way line;

THENCE leaving said future right-of-way line, run along said existing right-of-way line along a curve to the right having a radius of 912.79 feet and an arc length of 21.95 being subtended by a chord of South 73 degrees 34 minutes 40 seconds West for a distance of 21.95 feet to a point;

THENCE continue along said existing right-of-way line, South 78 degrees 34 minutes 47 seconds West a distance of 70.12 feet to the POINT OF BEGINNING.

Said tract or parcel contains 193.61 square feet or 0.004 acres more or less.

LEGAL DESCRIPTION
RIGHT OF WAY ACQUISITION PARCEL 1B

All that tract or parcel of land and being in Land Lot 205 of the 17th District of Fulton County, in the City of Sandy Springs, Georgia and being more particularly described as follows:

COMMENCING at an iron pin located at the intersection of the existing Northerly right-of-way line of Interstate North Parkway (having a variable right-of-way) and the existing Easterly right-of-way line of RiverEdge Parkway (having an apparent 60-foot right-of-way);

THENCE run along said existing Northerly right-of-way line the following courses and distances:

THENCE North 65 degrees 44 minutes 59 seconds East for a distance of 70.60 feet to a right-of-way monument found;

THENCE North 78 degrees 14 minutes 00 seconds East for a distance of 209.33 feet to an iron pin found;

THENCE North 78 degrees 34 minutes 47 seconds East for a distance of 311.00 feet to an iron pin found;

THENCE along a curve to the left having a radius of 912.79 feet and an arc length of 936.39 feet being subtended by a chord of North 44 degrees 52 minutes 41 seconds East for a distance of 895.87 feet to a point;

THENCE North 15 degrees 48 minutes 24 seconds East for a distance of 209.81 feet to a point on the future Northerly right-of-way line of Interstate North Parkway, said point being the POINT OF BEGINNING;

THENCE leaving said existing right-of-way line, run along said future right-of-way line the following courses and distances:

THENCE North 74 degrees 11 minutes 36 seconds West for a distance of 4.80 feet to a point;

THENCE North 17 degrees 12 minutes 22 seconds East for a distance of 23.03 feet to a point;

THENCE North 20 degrees 01 minutes 41 seconds East for a distance of 8.00 feet to a point;

THENCE North 15 degrees 53 minutes 37 seconds East for a distance of 4.52 feet to a point;

THENCE North 73 degrees 30 minutes 35 seconds West for a distance of 7.01 feet to a point;

THENCE North 15 degrees 47 minutes 04 seconds East for a distance of 7.52 feet to a point;

THENCE leaving said future right-of-way line, run North 73 degrees 32 minutes 45 seconds East for a distance of 12.60 feet to a point on said existing Northerly right-of-way line;

THENCE along said existing right-of-way line, run South 15 degrees 48 minutes 24 seconds West a distance of 49.84 feet to the POINT OF BEGINNING.

Said tract or parcel contains 268.55 square feet or 0.006 acres more or less.

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ACCEPT AN AGREEMENT TO PURCHASE FEE SIMPLE RIGHT OF WAY, PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES AND TEMPORARY CONSTRUCTION EASEMENT ON THAT TRACT OF LAND LYING ON PROPERTY LOCATED IN LAND LOTS 205 AND 210 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, Permanent Easement for the Construction and Maintenance of Slopes and Temporary Construction Easement by the City of Sandy Springs for property located at 5500 Interstate North Parkway owned by PLN Riveredge LP in Land Lots 205 and 210 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-170 Interstate North Parkway Project, the City approves the acceptance of an Agreement to Purchase Fee Simple Right of Way, Permanent Easement for the Construction and Maintenance of Slopes and Temporary Construction Easement on property located in Land Lots 205 and 210 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 2nd day of March, 2021.

APPROVED:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel Gonzalez, City Clerk
(Seal)

SANDY SPRINGS

CITY CLERK'S OFFICE

TO:	Andrea Surratt, City Manager
FROM:	Catherine Mercier-Baggett, Sustainability Manager
DATE:	February 5, 2021 Submission for the March 2, 2021 Meeting
ITEM:	Request for Mayor and City Council Consideration of Adoption of the Green Infrastructure Feasibility Policy

---

Recommendation:

Staff recommends approval of the resolution adopting the Green Infrastructure Policy

Background:

Sandy Springs holds a Phase II Small Municipal Separate Storm System (MS4) NPDES Permit. The Permit states that the City must develop a program describing the GI/LID techniques and practices to be implemented by the permittee. The program must include procedures for evaluating the feasibility and site applicability of different GI/LID techniques and practices, and list the various structures and practices to be allow.

The City also made a commitment towards green infrastructure in the Next Ten Comprehensive Plan Policy GS-D4, Improve Stormwater Management, explicitly calls for low impact development and green infrastructure:

"Promote the sustainable management runoff by integrating Low Impact Development (LID) and other stormwater management best practices into public and private building design and site planning as well as roadways, sidewalks and parking facilities." (p.203)

Staff recommends a policy that would apply to all projects subject to Sec. 9.6.3 of the Development Code stipulating that all development that creates new impervious surfaces of 1,000 square feet or more and/or disturbs 5,000 square feet or more of land must provide stormwater management. For City-owned projects, Staff recommends implementing green infrastructure when the Feasibility Analysis is conclusive.

Discussion:

Staff proposes a Feasibility Analysis comprised of two major components: the Technical Analysis and the Practical Analysis. The Technical Analysis considers aspects of the site that are generally investigated as part of the regular design process such as soil infiltration rate, landmark trees and steep

slopes. The Practical Analysis considers major construction delays and major cost increases due to green infrastructure. For linear (transportation) projects, right-of-way acquisition additionally factored in the analysis.

Implementation of green infrastructure for private development will remain entirely voluntary, however conventional stormwater management continues to be required. For City projects, if the Feasibility Analysis is conclusive, green infrastructure will be integrated into the project.

Staff recommends a review and revision of the policy within 18 months after implementation, based on the results of the Feasibility Analysis collected.

Financial Impact:

Cost for construction and design of City projects that require stormwater management may increase by up to 10% if the Feasibility Analysis is conclusive. Not all projects are expected to pass the Feasibility Analysis.

Alternatives:

Mayor and Council may decide not to adopt the Green Infrastructure Policy, however this could compromise compliance with the MS4 Permit. Another Green Infrastructure Policy could be drafted if the GEPD would approve an extension.

Attachments:

1. Presentation
2. Draft Policy
3. Resolution

Green Infrastructure Policy

March 2, 2021

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GEORGIA

Purpose & Goal of Policy

- To meet the MS4 Permit requirements
  - Feasibility Analysis to systematically consider the implementation of green infrastructure in every project that requires stormwater management

- To implement Next Ten Policy GS-D4 – Improve Stormwater Management
  - "Incorporate green infrastructure (…) such as rain gardens, stormwater management planters, planted medians, and continuous landscape panels along sidewalks (…)."

Feasibility Analysis – Requirements

Type of Project/ Analysis Step	Private	City-Owned Nonlinear	City Owned Linear
1. Stormwater Management Determination	Required	Required	Required
2. GI Technical Feasibility	Required	Required	Required
3. ROW Acquisition Analysis	N/A	N/A	Required
4. GI Practical Feasibility	Required	Required	Required

Type of Project/ Type of SW management installed	Private	City-Owned Nonlinear	City Owned Linear
5a. GI Construction	**Voluntary**	If feasible	If feasible
If GI not constructed: 5b. Conventional SW Mgmt Construction	Required	Required	Required

Feasibility Analysis – City Linear Projects

1. Project requires SW management?
   1,000+ sq.ft. new impervious; 5,000+ sq.ft. disturbed

   No ⇨ Does not apply
   Yes ⇨ Go to 2.

2. Project passes GI Technical Feasibility?
   Analyze only portion of project that requires SW management

   No ⇨ Conventional SW mgmt
   Yes ⇨ Go to 3.

3. Would GI require ROW acquisition?

   No ⇨ Go to 4.
   Yes ⇨ Conventional SW mgmt

4. Project passes GI Practical Feasibility?
   Consider construction + design costs, delay

   Analyze only portion of project that requires SW management

   No ⇨ Conventional SW mgmt.
   Yes ⇨ Construct GI

Practical Feasibility Analysis Example

Fictitious Nonlinear Project

Park upgrade, projected $5M total (design + construction)

1. +5,000 sq.ft. impervious surface → stormwater mgmt. required
2. Meets Technical Feasibility criteria
3. ROW acquisition not applicable
4. Practical Analysis adjusted cost: $750,000

→ 10% = $75,000

Item	Size	Cost	Include in PA calculation?
Field turf replacement	6,000 sq.ft.	$ 750,000	No
Resurface parking lot	5,000 sq.ft.	$ 250,000	No
Replace outdoor lighting	N/A	$ 750,000	No
Pavilion indoor renovation	7,000 sq.ft.	$2,500,000	No
Pave new trail	**4,000 sq.ft.**	**$ 250,000**	**Yes**
New restroom building	**1,000 sq.ft.**	**$ 500,000**	**Yes**

Do not require stormwater management

Next Steps

- Submit approved policy to EPD
- Provide training and guidelines for staff and designers
- Effective April 1, 2021
- Revisit policy within 18 months

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City of Sandy Springs
Green Infrastructure/Low Impact Development Program

Background and Purpose

The City of Sandy Springs' Green Infrastructure/Low Impact Development (GI/LID) program helps Sandy Springs to achieve practical and effective stormwater management. As part of a modern approach to managing stormwater, Sandy Springs strives to ensure that its ordinances, regulations, and policies support and encourage the use and remove barriers to the use of GI/LID practices.

Land development permanently alters the way in which stormwater flows across a site due to the grading and compaction of the native soils, and the installation of impervious cover. The City's Development Code defines impervious cover "as any man-made paved, hardened or structural surface, regardless of material, that significantly impedes or prevents the natural infiltration of water into soil. The term impervious cover includes, but is not limited to, rooftops, buildings, streets, parking lots, driveways, sidewalks, uncovered decks and patios, swimming pools and any concrete or asphalt." (Div. 12.2. – Defined Terms)

Green infrastructure (GI) is a type of stormwater best management practice (BMP) that is used as a complement to the traditional stormwater system, also called grey infrastructure, which includes pipes and detention ponds. The intent of GI is to replicate the natural processes that occur in areas untouched by development. It relies on infiltration, filtration, storage and evapotranspiration to return stormwater runoff into the water cycle. Conversely, grey infrastructure captures rain water that runs off impervious surfaces and redirects it to streams, which can be at a higher volume and faster rate, potentially causing damage to our waterways.

The City of Sandy Springs requires mitigation of the negative impacts associated with development activities in accordance with its Development Code. Single unit residential projects where a new house is built, a renovation where the impervious lot coverage is expanded by 1,000 square feet or more, and/or any land development activity of 5,000 square feet or more will be required to evaluate the potential use

of GI practices. Per the City's Development Code, GI may also be used to mitigate excess lot coverage. (Sec. 9.6.3 – Standards)

The Metropolitan North Georgia Water Planning District along with support from EPA and EPD and collaboration with metro Atlanta communities and agencies has released the 2016 Georgia Stormwater Management Manual. Additionally, the City of Atlanta published the "Green Infrastructure for Single Family Residences" in November 2012. These manuals form the technical basis to Sandy Springs' stormwater and GI/LID Program. The City developed Green Infrastructure Manual for single-family development as part of its GI/LID program. This easy-to-use manual will guide developers and homeowners in implementing the typical GI practices allowed within the City.

Sandy Springs' program includes updating stormwater regulations to encourage GI; identifying potential locations for installing GI on City property; encouraging GI/LID including runoff reduction on private and public development and redevelopment projects; maintaining a comprehensive inventory and inspection program; and instituting a maintenance program.

Geography and Soil Information

Sandy Springs is located in the Piedmont region of Georgia in the north part of the Atlanta metropolitan area. The predominant soil types within the City are Type B and Type C soils, while the Piedmont is characterized by rolling hills and a moderately deep water table. Because of the soils types and general ability for soils to infiltrate, the City requires the evaluation of runoff reduction measures and encourages the use of GI/LID on all private and public development and redevelopment projects as defined by City Development Codes.

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EPD-MS4

Sandy Springs holds a Phase II Small Municipal Separate Storm System (MS4) NPDES Permit. This MS4 permit was most recently renewed December 6, 2017. The permit renewal included a variety of updated requirements for compliance with the NPDES program. The Permit requires the City to continue to review and revise, where necessary, building codes, ordinances, and other regulations to ensure they do not prohibit or impede the use of GI/LID practices, including infiltration, reuse, and evapotranspiration. Another requirement is the creation of a GI/LID Program. The Permit states that the City should develop a program describing the GI/LID techniques and practices to be implemented by the permittee. The program shall include procedures for evaluating the feasibility and site applicability of different GI/LID techniques and practices, and various structures and practices to be considered. It goes on to require a GI/LID inventory of both privately owned non-residential and publicly owned water quality-related GI/LID structures constructed after June 11, 2014. Further it requires an inspection program to ensure 100% of the privately owned non-residential and publicly owned GI/LID structures are inspected within a 5 year period and that the maintenance of privately owner structures is enforced.

Asset Management Program

The City of Sandy Springs will inventory 100% of the publicly owned and privately owned non-residential GI practices in their stormwater network maps maintained by the City's Geographical Information System (GIS) Department. These maps and associated databases will be used in conjunction with the City's Lucity platform to track inspections, work orders, complaints and associated investigations, and historical records to manage the assets. Furthermore, the City's Lucity platform will be used to ensure these GI practices are maintained by the appropriate parties so that the GI practices continue to function as designed.

Ordinances and Procedures Supporting GI/LID Local Policies

The Next Ten Comprehensive Plan adopted in 2017 includes environmental protection goals and policies under the Green Space, Natural Systems & Sustainability. Policy GS-D4, Improve Stormwater Management, explicitly calls for low impact development and green infrastructure:
"Promote the sustainable management runoff by integrating Low Impact Development (LID) and other stormwater management best practices into public and private building design and site planning as well as roadways, sidewalks and parking facilities." (p.203)

Per Phase II MS4 permit requirements, permittees shall continue to review and revise, where necessary, building codes, ordinances, and other regulations to ensure they do not prohibit or impede the use of GI/LID practices, including infiltration, reuse, and evapotranspiration. At a minimum, the permittee shall assess those regulations governing residential and commercial development, road design, and parking requirements. During the regulatory review, the permittee should consider the inclusion of incentives for use of GI/LID practices into the ordinance.

The City of Sandy Springs has adopted ordinances that comply with the 2015 Erosion and Sedimentation Control Act, and performance standards for post-construction stormwater management structures established in the 2016 Georgia Stormwater Management Manual. The City will review and revise its ordinances as needed to ensure that the use of certain GI/LID practices are not prohibited or impeded. Additionally, the City allocated $250,000.00 in the FY2020 Capital Program, with plans to sustain this investment in future years, as funding allows, towards the implementation of GI.

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Evaluating Sites and Projects for GI/LID Installation

The City of Sandy Springs conducts annual visits to City-owned and/or operated facilities and evaluates these facilities for retrofitting opportunities to enhance the stormwater system and increase water quality protection. In addition to these annual visits and evaluations, the City has begun the installation of GI/LID stormwater infrastructure on new and redeveloped City projects. When new public projects are designed, an evaluation of the site is conducted and GI/LID water quality installations are considered.

Projects Incorporating GI/LID

The City of Sandy Springs maintains a complete inventory of GI/LID Structures. This inventory is updated on an ongoing basis and entered into Lucity for tracking and maintenance purposes. The City owns and maintains three bioretention areas and one proprietary water quality treatment system.

Marsh Creek Rain Garden Park

Installed in 2016, the Marsh Creek Rain Garden Park was designed to improve water quality by treating and filtering stormwater runoff before it flows into Marsh Creek, a tributary to the Chattahoochee River. The purpose of this park is to reduce flooding and stream bank erosion in the neighborhoods surrounding the immediate headwater area by reducing and controlling stormwater flow. This City project is designed to not only improve water quality for Marsh Creek, but also become a model for regional detention facilities. Storm water runoff flows through a bioretention area to clean and treat the water with aquatic native vegetation and engineered soils. The water is then channeled into a wet pond that removes pollutants and sedimentation. A fountain in the wet pond will circulate and oxygenate the water, increasing the number of organisms that consume and break down contaminants. Not only does this Park provide a water quality benefit, it also includes green space, walking trails, and extensive landscaping, as well as educational signage to explain the storm water treatment process.

Hammond Park

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Installed in 2012, a 9,100-gallon cistern captures water from a 2,200 square foot rooftop at Hammond Park. This cistern is connected to the park's irrigation system and the water captured is used throughout the park.

City Springs

Installed in 2018, a 300,000-gallon cistern captures all of the drainage from the on-site buildings at City Springs. The water collected is divided into two chambers with the "dirty" water used to irrigate the green spaces, while the "clean" water is used for the five on-site fountains. The storage capacity of the cistern is designed to supply over two weeks of water for the facility during dry periods.

Morgan Falls Overlook Park Bioretention Cell

Installed in 2019, the bioretention cell at Morgan Falls Overlook Park, was designed to naturally filter storm water runoff from Morgan Falls Road before it enters into the Chattahoochee River. The garden was planted with deep-rooted native plants, grasses, and shrubs. The plant life absorbs organic pollutants, such as fertilizers and pet waste, while providing food and habitat for butterflies and other pollinators. Once the storm water passes through the soil, pipes carry the water underground to the Chattahoochee River.

Windsor Parkway Bioretention

Installed in 2017, the bioretention cell at Windsor Parkway and Jolyn Place, was installed due to the rerouting of Windsor Parkway. In conjunction with the road rerouting, a bioretention cell was designed to naturally filter storm water runoff from the surrounding area before it enters the stormwater network and discharges into Nancy Creek.

There are also 16 private, non-residentially-owned and maintained GI structures within the City, including french drains, proprietary water quality treatment systems, detention with infiltration, and ponds

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with water quality and channel protection. A complete list of City and private, non-residentially-owned GI structures is provided in the GI/LID Inventory in Attachment 1.

Plan Review for New and Redeveloped Properties

All new and redevelopment projects which require stormwater compliance (per Section 9.6.3 of the City's Development Code) must evaluate and include GI/LID practices from the earliest planning stages. The city requires land disturbance permits when 1,000 or more square feet of ground is disturbed. The City's plan reviewers review the site survey, conceptual site plans, and the plan to address stormwater for congruence with Sandy Springs' ordinances, GSMM, and design practices and the City's Green Infrastructure Manual. All disciplines have an opportunity to collaborate with the design engineer, property owner, and developer to achieve the smartest design possible.

The City continually evaluates vacant land, underutilized land, and upcoming projects with the intent to encourage the use of GI/LID and retrofitting of existing structures. Currently the City is evaluating existing stormwater BMPs for potential water quality retrofit opportunities. This current evaluation process is in included as Attachment 2, and was updated in 2020 to include the evaluation of potential GI practices. If opportunities are noted, further design evaluation and capital needs will be assessed and may be proposed in upcoming budget years. City construction projects are evaluated for Municipal Separate Storm Sewer System (MS4) requirements.

Feasibility Analysis

Applicability

The Sandy Springs Green Infrastructure Feasibility Analysis is required for all projects conducted within the limits of the City that require stormwater management per Sec. 9.6.3, effective April 1, 2021, as adopted by City Council Resolution 2021-03-XXX. The analysis is broken into different steps, based on the type of project considered and the ownership of the property.

For the purposes of the Feasibility Analysis, projects are categorized as either nonlinear or linear. Nonlinear projects include most commercial and residential development, and public park improvements. Linear projects relate to City transportation projects where the improvements are typically confined within the public right-of-way such as roadways and sidewalks. In the instance where a nonlinear private development would comprise a linear element to be dedicated to the City after construction, the project will be considered in its entirety as nonlinear.

There are two major and common steps to all feasibility analyses: the technical analysis and the practicality analysis. The table below summarizes which components of the analysis apply to each type of project. The technical criteria are the same for all projects, while the right-of-way acquisition and practical feasibility differ – see details below.

While the installation of green infrastructure will remain voluntary for private projects, the City commits to installing green infrastructure when the Feasibility Analysis is conclusive. Regardless if green infrastructure is not constructed, Sec. 9.6.3 must be satisfied.

Table 1: Green Infrastructure Feasibility Analysis Steps

Type of Project/ Analysis Step	Private	City-Owned Non-Linear	City-Owned Linear
1. Stormwater Management Determination (Sec. 9.6.3)	Required	Required	Required
2. GI Technical Feasibility	Required	Required	Required
3. ROW Acquisition Analysis	N/A	N/A	Required
4. GI Practical Feasibility	Required	Required	Required
5. GI Implementation	Voluntary	Required, if Steps 1-4 passed	Required, if Steps 1-4 passed

Nonlinear Projects

Runoff reduction BMPs such as bioretention areas, pervious paving, dry wells, modified French drains, and enhanced swales, are given priority in consideration for retrofit and new management projects. Vegetated practices are preferred and underground infiltration practices should be considered as last resort. Other innovative stormwater techniques presented in the GSMM that encourage infiltration or water reuse will also be considered on a case-by-case basis.

All private development subject to the standards of Development Code Sec. 9.6.3 will be evaluated under the criteria below, as part of the required permitting procedure. The results of the evaluation must be submitted in writing to the City Engineer, using the Green Infrastructure Feasibility Evaluation Form for Nonlinear Projects (Attachment 3). The construction of green infrastructure on private property is voluntary.

All City nonlinear development (such as parks and built facilities) subject to the standards of Development Code Sec. 9.6.3 will be evaluated under the criteria below as well, as part of the required permitting procedure.

Should all of the following evaluation criteria be met in the location where the green infrastructure practice would be implemented, green infrastructure will be deemed feasible:

<u>Technical Feasibility Criteria</u>

- Minimum soil infiltration of native soils (0.5 inches/hour) rate can be achieved through amended soils, deep-rooted vegetation or expanded storage layer. Infiltration rates must be supported by an adequate infiltration rate testing at the proposed depth of the practice.
- Minimum clearance of 2 feet can be achieved between the bottom of infiltration practices and the elevation of the seasonally high water table, and/or confining layers (e.g., bedrock, clay lenses, etc.)Minimum setbacks to property lines, building foundations, private or public wells, septic systems, or surface waters can be maintained.
    - Minimum setback requirements (unless otherwise required by the Stormwater Management Manual):

    - From property line – 10 feet (3 feet for rain water harvesting, pursuant to Development Code Sec. 6.1.2. – Building Placement)
    - From a building foundation - 10 feet or 25 feet, pursuant to the requirements of the Georgia Stormwater Management Manual
    - From a private well - 100 feet
    - From a public water supply well - 1,200 feet
    - From a septic system tank/leach field - 100 feet
    - From surface waters - 100 feet
    - From surface drinking water sources - 400 feet
- No impact to threatened or endangered species.
- No compromised landmark trees, pursuant to Development Code Sec. 9.3.6. – Landmark Tree.
- No contaminants (brownfield site) are present.
- No slope within the practice area is steeper than 35%
- Utility conflicts can be resolved.
- When infiltration is not feasible, rainwater harvesting should be considered.

<u>Practicality Feasibility Criteria</u>

- Installation of green infrastructure practice would delay construction project by more than 90 days.
- Cost to design and install green infrastructure practice increases construction costs by more than 10%.

For City-owned, nonlinear projects only, if the Feasibility Analysis, including the technical and practicality criteria, is met, the City commits to constructing green infrastructure for the project in question.

Linear/Transportation Projects

Runoff reduction BMPs such as bioretention areas, pervious paving (trails and sidewalks only), infiltration practices, stormwater planters/tree boxes, and enhanced dry/wet swales, are given priority in consideration for retrofit and new management projects. Other innovative stormwater techniques presented in the GSMM that encourage infiltration or water reuse will also be considered on a case by case basis. Evaluation includes review of site suitability (i.e. available land, infiltration rates, bedrock, etc.), review of costs, and environmental benefit.

Should all of the following evaluation criteria be met in the location where the green infrastructure practice would be implemented, green infrastructure will be deemed feasible:

Technical Feasibility Criteria

- Minimum soil infiltration of native soils (0.5 inches/hour) rate can be achieved through amended soils, deep-rooted vegetation or expanded storage layer. Infiltration rates must be supported by an adequate infiltration rate testing at the proposed depth of the practice.
- Minimum clearance of 2 feet can be achieved between the bottom of infiltration practices and the elevation of the seasonally high water table, and/or confining layers (e.g., bedrock, clay lenses, etc.)
- Minimum setbacks to property lines, building foundations, private or public wells, septic systems, or surface waters can be maintained.
    - Minimum setback requirements (unless otherwise required by the GSMM):
        - From property line – 10 feet (3 feet for rain water harvesting, pursuant to Development Code Sec. 6.1.2. – Building Placement)
        - From a building foundation – 10 feet or 25 feet, pursuant to the requirements of the GSMM
        - From a private well – 100 feet
        - From a public water supply well – 1,200 feet
        - From a septic system tank/leach field – 100 feet
        - From surface waters - 100 feet
        - From surface drinking water sources - 400 feet
- No impact to threatened or endangered species.
- No compromised landmark trees, pursuant to Development Code Sec. 9.3.6. – Landmark Tree.
- No contaminants (e.g., brownfield site) are present.
- No slope within the practice area is steeper than 35%
- Utility conflicts can be resolved.

Right-of-Way Acquisition Analysis

Should the appropriate green infrastructure practice fit within the right-of-way dedicated to the project, the practicality criteria must be examined. If additional acquisition of right-of-way is needed to install the green infrastructure practice, then the practice would be considered infeasible.

Practicality Criteria

- Cost to design and install green infrastructure practice increases construction costs by more than 10%.
- Installation of green infrastructure practice delays construction project by more than 90 days.
- If 100% not feasible, assess if a portion of the Runoff Reduction Volume (at least 25%) can be managed using green infrastructure.

Inventory, Inspection, and Maintenance

City-Owned BMPs

Once City-owned GI practices are installed, as-built plans are submitted to the Public Works Department and provided to the GIS department for input in the Lucity database. The Public Works Department will inspect all City-owned GI practices within a 5-year period, as required per the Phase II MS4 Permit using the inspections forms from the GSMM. Examples of structure specific inspection forms are provided as Attachment 4. Maintenance on City-owned GI practices will be completed on an as needed basis and/or per a schedule outlined by the designer of the BMP.

Non City-Owned BMPs

When new GI practices are installed, as-built plans and updated plats are submitted to the City Clerk. Once recorded by the City Clerk, a copy of the as-built plans and plats are provided to the GIS department for input in the Lucity database. All private, non-residentially-owned detention ponds and GI practices, require a maintenance agreement be executed and recorded with the Fulton County Clerk. A copy of a maintenance agreement template is included as Attachment 5. The maintenance agreement must include defined maintenance and inspection schedules and a copy of the inspection form to be used. Examples of structure specific inspection forms are provided as Attachment 4. At a minimum, private, non-residentially-owned BMP must be inspected by the owner annually. The City will inspect 100% of the private, non-residentially-owned and city owned BMPs within a 5-year period, as required per the Phase II MS4 Permit.

Policy Review

Within 18 months of its adoption, this policy will be reviewed and reassessed.

Attachments

1. GI/LID Inventory
2. Retrofit evaluation
3. Green Infrastructure Feasibility Evaluation Forms
4. Structure Inspection Forms
5. Sample Maintenance agreement

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RESOLUTION NO. 2021-_____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, ADOPTING THE GREEN INFRASTRUCTURE FEASIBILITY POLICY.

WHEREAS, the City of Sandy Springs holds Sandy Springs holds a Phase II Small Municipal Separate Storm System (MS4) NPDES Permit, and such Permit states that the City must develop a program describing the GI/LID techniques and practices to be implemented by the permittee; and

WHEREAS, the City of Sandy Springs made a commitment towards green infrastructure in the Next Ten Comprehensive Plan Policy GS-D4, Improve Stormwater Management, explicitly calls for low impact development and green infrastructure; and

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Sandy Springs, Georgia, that the City hereby adopts the Green Infrastructure Feasibility Policy as outlined in Exhibit A.

RESOLVED this ___ day of _____, 2021.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

SANDY SPRINGS

CITY CLERK'S OFFICE

TO:	Andrea Surratt, City Manager
FROM:	Catherine Mercier-Baggett, Sustainability Manager
DATE:	February 5, 2021 Submission for the March 2, 2021 Meeting
ITEM:	Request for Mayor and City Council Consideration of Adoption of a Resolution Designating Sandy Springs as a Bee City USA Affiliate

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Recommendation:

Staff recommends approval of the resolution.

Background:

City Staff received an inquiry from a group of residents interested in filing an application for Sandy Springs to become a Bee City USA Affiliate. They are members of Environment Sandy Springs, and some are beekeepers as well. The goal of the program is to promote the conservation and creation of pollinator habitat.

Participation in the Bee City USA program would help fulfill Policy GS-E3: Build Green of the Next Ten Comprehensive Plan that pledges to "romote the planting of native, pollinator- and bird-friendly plants as part of landscaping design and in green spaces".

Discussion:

The Sandy Springs Bee City Committee comprised of grassroots leaders, City Staff and experts will ensure all the requirements are met, such as:

- Hold at least one annual celebration/educational event
- Install at least one Bee City USA sign in a prominent location
- Promote pollinator-friendly landscaping
- Handle annual reporting and membership renewal

Financial Impact:

The initial application and subsequent annual membership renewal is $500.

Alternatives:

Mayor and Council could decide not to become a Bee City USA Affiliate.

Attachments:

1. Resolution

RESOLUTION NO. 2021-_____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, DESIGNATING SANDY SPRINGS AS A BEE CITY USA® AFFILIATE.

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, the more than 3,600 species of native bees in the United States, along with introduced honey bees, are accountable for diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, the City of Sandy Springs ("City") should be certified a BEE CITY USA because:

- Policy GS-E3 Build Green of the Next Ten Comprehensive Plan pledges to "[p]romote the planting of native, pollinator- and bird-friendly plants as part of landscaping design and in green spaces"; and
- In support of its Master Plan, the City continues to develop and implement policies to support sustainability initiatives; and
- Sandy Springs citizens have and are establishing pollinator friendly habitats today in City parks and promoting awareness at community events;

NOW, THEREFORE, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what citizens can do to sustain them, the City chooses to support and encourage healthy pollinator habitat creation and enhancement, and hereby resolves as follows:

1. The City of Sandy Springs Recreation and Parks Department is hereby designated as the City's BEE CITY USA sponsor.

2. The City of Sandy Springs Sustainability Manager is designated as the BEE CITY USA Liaison.

3. Facilitation of the City of Sandy Springs BEE CITY USA program is assigned to the Sandy Springs Bee City Committee ("Committee"), an initiative of the nonprofit organization Environment Sandy Springs, Inc. Membership and operation of the Committee will follow the guidelines established by The Xerces Society, the BEE CITY USA parent organization.

4. The Committee is authorized to and shall:

a. Celebration: Host at least one (1) educational event or pollinator habitat planting or restoration each year to showcase the City's commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.

b. Publicity and Information: Install and maintain at least one (1) authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the City website which includes, at minimum:

i. a copy of this resolution and links to the national BEE CITY USA website;

ii. contact information for the designated BEE CITY USA Liaison and Committee;

iii. reports of the pollinator-friendly activities the community has accomplished the previous year(s); and

iv. the City's recommended native plant species list and integrated pest management plan (explained below).

c. Habitat: Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, the following actions:

i. Identify and inventory the City's real property that can be enhanced with pollinator-friendly plantings.

ii. Create a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species.

iii. Track (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.

d. Pollinator-Friendly Pest Management: Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.

e. Policy: Establish a policy for incorporation in the City's Comprehensive Plan to acknowledge and commit to the BEE CITY USA designation.

f. Plan Review: Review other relevant guiding documents to consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.

g. Designation Renewal: After completing the first calendar year as a BEE CITY USA affiliate, each February, apply for renewal of the City's BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year's BEE CITY USA activities, and paying the renewal fee based on the City's population.

RESOLVED this ___ day of _____, 2021.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

SANDY SPRINGS

CITY CLERK'S OFFICE

TO:	Andrea Surratt, City Manager
FROM:	Michael Perry, Director of Recreation and Parks
DATE:	February 2, 2021 Submission for the March 2, 2021 Meeting
ITEM:	Request for Mayor and City Council Consideration of a Resolution to Approve Award of Contract for Parks Landscape Maintenance and to Authorize the City Manager to Execute the Contract

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Recommendation:

Staff recommends contract award for Parks Landscape Maintenance to Georgia Green Landscaping, as the lowest qualified bidder, in the amount of $247,440.00, effective April 1, 2021.

Background:

The current contract for Parks Landscape Maintenance was executed on May 24, 2017. Over the course of the last three and one-half years, the scope of this contract has increased to include several new parks, greenspaces, flood plain lots and other City properties. These added properties required change orders to the original contract to provide needed landscape maintenance. As is City policy and in an effort to ensure that the City is paying competitive prices for the Services, staff prepared an Invitation to Bid ("ITB") to re-compete the Parks Landscape Maintenance Contract.

Discussion:

The City issued ITB 21-036 for Parks Landscape Maintenance on December 23, 2020, seeking bids from experienced, qualified landscaping contractors capable of providing well-rounded, year-around maintenance of the City's parks, open spaces and flood plain lots ("Project"). Bids were due on February 9, 2021.

The scope of services in the ITB included:

1. Mowing of grassed areas and fields
2. Edging and trimming of grassed areas and flower beds
3. Seasonal color of park planters
4. Fertilization and weed control of grassed areas and beds
5. Fall/winter leaf removal
6. Other maintenance items as noted within each individual park site specifications

Bids from the following nine (9) vendors were received:

1. Georgia Green Landscape $247,440.00
2. ACS Landscape Management $390,084.00
3. Hutcherson Horticulture $407,000.00
4. Yellowstone Landscaping $411,000.00
5. Ed Castro Landscape $422,400.00
6. Russell Landscape $433,200.00
7. Express Pressure Washing $487,200.00
8. Grand Landscapes $588,998.88
9. Cumberland Landscape Group $601,552.41

As shown above, Georgia Green Landscape provided the lowest, qualified bid at $247,440.00.

Financial Impact:

The Project was budgeted at a sum of approximately $630,000.00. Funds are allocated in account #1006110.523900.

Alternatives:

Continue with the current contract.

Attachments:

1. Resolution

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO APPROVE AWARD OF CONTRACT WITH GEORGIA GREEN LANDSCAPING FOR PARKS LANDSCAPE MAINTENANCE AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, the City of Sandy Springs ("City") provides for quality, year-round landscape maintenance at all City parks, greenspace, flood plain lots and other City properties; and

WHEREAS, the Recreation and Parks Department, pursuant to guidance provided by the City Manager, issued its Invitation to Bid ("ITB") on December 23, 2020, to identify and engage a qualified contractor to perform the services at City parks and other properties described above ("Project"); and

WHEREAS, the City received nine (9) bids in response to the ITB, including a bid from Georgia Green Landscaping; and

WHERAS, Georgia Green Landscaping was determined to be the lowest responsive, qualified bidder for the Project at a cost of $247,440.00; and

WHEREAS, the City's Recreation and Parks Department staff will manage all applicable phases of the Project; and

WHEREAS, the City Finance Department has determined that funds are currently available for the Project; and

WHEREAS, the City desires to award a contract to Georgia Green Landscaping in the amount of $247,440.00 to perform the Project;

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

1. That contract award for the Project be made to Georgia Green Landscaping in the amount of $247,440.00; and
2. That the City Manager is authorized to execute a contract in the amount of $247,440.00 with Georgia Green Landscaping for the Project; and
3. That the City Attorney and the City Manager are hereby authorized to take such actions as may be deemed necessary to effectuate the intent of this resolution.

RESOLVED this the _____day of March, 2021.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel Gonzalez, City Clerk

(Seal)

RESOLUTION NO. 2021-03-xx

STATE OF GEORGIA
CITY OF SANDY SPRINGS

A RESOLUTION REAPPOINTING MEMBERS TO THE SANDY SPRINGS PLANNING COMMISSION

BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia ("City") while in regular session on March 2, 2021 at 6:00 p.m. as follows:

SECTION 1. That Dave Nickles, currently a member of the Planning Commission, is hereby reappointed to the Sandy Springs Planning Commission for a third term of four years, commencing on March 3, 2021 and ending on January 31, 2025; and

SECTION 2. That Andy Porter, currently a member of the Planning Commission, is hereby reappointed to the Sandy Springs Planning Commission for a third term of four years, commencing on March 3, 2021 and ending on January 31, 2025; and

SECTION 3. That this Resolution shall become effective upon its adoption.

RESOLVED this the 2nd day of March, 2021.

Approved:

_____
Russell K. Paul, Mayor

Attest:

_____
Raquel D. Gonzalez, City Clerk

(Seal)