

AN ORDINANCE
BY CITY UTILITIES COMMITTEE

00- 0 -2039

AN ORDINANCE AMENDING THE 2000 (INTERGOVERNMENTAL GRANT FUND) BUDGET, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF TWO MILLION FIVE HUNDRED FORTY FOUR THOUSAND AND NO/100 DOLLARS (\$2,544,000.00) FOR THE PURPOSE OF FUNDING CONSTRUCTION EXPENSES FOR VARIOUS SIDEWALKS; AND FOR OTHER PURPOSES.

Whereas, the Mayor of the City of Atlanta has entered into appropriate agreements with the Georgia Department of Transportation for the purpose of funding construction of sidewalks listed in Exhibit "A" and authorized by Resolutions 00-R-0043 and 00-R-0047 adopted by City Council on January 18, 2000, and

Whereas, the City of Atlanta has funded twenty percent of the estimated construction costs of these projects with Transportation Impact Fees and General Funds, and

Whereas, the Georgia Department of Transportation has appropriated Congestion Mitigation and Air Quality funds and Surface Transportation Program funds to provide eighty percent of the estimated project construction costs of the projects for an amount not to exceed Two Million Five Hundred Forty Four Thousand And No/100 Dollars (\$2,544,000.00) and

Whereas, the Georgia Department of Transportation funding will be provided to the City of Atlanta as reimbursement of contracted construction expenses upon inspection of work in-place, and

Whereas, projects must be fully funded prior to the reimbursement from the Georgia Department of Transportation in order to execute contracts for construction, and

Whereas, the Budget Commission of the City of Atlanta, Georgia has recommended increasing the receipts in the 2000 (Intergovernmental Grant Fund) Budget by Two Million Five Hundred Forty Four Thousand And No/100 Dollars (\$2,544,000.00) in anticipation of reimbursement of same amount from the Georgia Department of Transportation upon completion of the work.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the 2000 (Intergovernmental Grant Fund) Budget, Department of Public Works be and is hereby amended as follows:

ADD TO ANTICIPATIONS

1B02	632101	J53X0201KSB0	Georgia Department of Transportation Local Government Project Agreement # 990830-7-2	\$1,297,600.00
1B02	632101	J53X0201KSC0	Georgia Department of Transportation Local Government Project Agreement # 000804-1-1	\$1,246,400.00
Total Anticipations				\$2,544,000.00

ADD TO APPROPRIATIONS

1B02	774001	M22F0334KSB0	Citywide Sidewalk Program LGPA #990830-7-2	\$1,297,600.00
1B02	774001	M22F0334KSC0	Citywide Sidewalk Program LGPA #000804-1-1	\$1,246,400.00
Total Appropriations				\$ 2,544,000.00

SECTION 2: That all ordinances or parts of ordinances in conflict herewith be and are hereby repealed.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

JAN 16, 2001
JAN 23, 2001

EXHIBIT "A"

AGREEMENT NO. 990830-7-2

Project Name	GDOT/Federal Funds Anticipated	FAC No.	City Match	Amount
Baker's Ferry Road Sidewalk from Dollar Mill Rd to Fairburn Rd	\$180,800.00	1C28-574001-M23F03239985 1A01-574001-M23F03349999		\$2,150.00 \$43,050.00
Bolton Road Sidewalk from Marietta Boulevard to Jackson Parkway	\$313,600.00	1C28-574001-M23F03629985 1A01-574001-M23F03349999		\$46,650.00 \$31,750.00
Bolton Road Sidewalk from Jackson Pkwy to D. L. Hollowell Pkwy	\$317,600.00	1C28-574001-M23F03639985 1A01-574001-M23F03349999		\$36,400.00 \$43,000.00
B. E. Mayes Drive Sidewalk from Fairburn Rd to Beecher Rd	\$425,600.00	1C28-574001-M23F03679985 1A01-574001-M23F03349999		\$33,320.00 \$73,080.00
Morosgo Drive Sidewalk	\$60,000.00	1A01-574001-M23F03349999		\$15,000.00
Totals, Agreement # 990830-7-2	\$1,297,600.00			\$324,400.00

AGREEMENT NO. 000804-1-1

Project Name	GDOT/Federal Funds Anticipated	FAC No.	City Match	Amount
Howell Mill Road Sidewalk from Northside Drive to Collier Road	\$545,600.00	1C28-574001-M23F03379985 1A01-574001-M23F03349999		\$87,575.00 \$48,825.00
West Paces Ferry Road Sidewalk from Peachtree Road to City Limits	\$700,800.00	1C28-574001-M23F03789985 1A01-574001-M23F03349999		\$52,820.00 \$122,380.00
Totals, Agreement # 000804-1-1	\$1,246,400.00			\$311,600.00
Total Anticipations	\$2,544,000.00		Total City Match	\$636,000.00
Project Construction Total - \$3,180,000.00				



CITY COUNCIL
ATLANTA, GEORGIA

00- R-0043

RESOLUTION BY

John S. ...
Shirley ...

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF VARIOUS SIDEWALKS AND TRAILS AND BICYCLE PARKING RACKS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has represented to the Georgia Department of Transportation a desire to construct sidewalks in the City of Atlanta along Baker's Ferry Road from Dollar Mill Road to Fairburn Road, along Bolton Road from Marietta Boulevard to Jackson Parkway, along Bolton Road from Jackson Parkway to D. L. Hollowell Parkway, along Benjamin E. Mayes Drive from Fairburn Road to Beecher Road, and along Morosgo Drive; and

WHEREAS, the City of Atlanta has represented to the Georgia Department of Transportation a desire to install bicycle parking racks in the City of Atlanta at various sites; and

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in the funding of the design and construction of these transportation improvement projects with funds of GDOT or funds appropriated to the Georgia Department of Transportation by the Federal Highway Administration, under Title 23, United States Code, Section 104, or a combination of funds from the above sources; and

WHEREAS, the Georgia Department of Transportation has requested that the City of Atlanta participate in the design of these projects by funding various percentages of the design as set forth in Exhibit "A" of the Agreement and one hundred percent of acquisition of right-of-way and easement costs directly related to the completion of these projects and by accomplishing all of the design activities of these projects; and

WHEREAS, the Georgia Department of Transportation has further requested that the City of Atlanta participate in the construction of these projects by funding twenty percent of the construction and one hundred percent of utility relocation costs directly related to the completion of these projects as set forth in Exhibit "A" of the Agreement and by accomplishing all the construction activities of these projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to enter into an appropriate Local Government Project Agreement for the construction of sidewalks along Baker's Ferry Road from Dollar Mill Road to Fairburn Road, along Bolton Road from Marietta Boulevard to Jackson Parkway, along Bolton Road from Jackson Parkway to D. L. Hollowell Parkway, along Benjamin E. Mayes Drive from Fairburn Road to Beecher Road, and along Morosgo Drive.

Section 2: That the Mayor be and is hereby authorized to enter into an appropriate Local Government Project Agreement to install bicycle parking racks in the City of Atlanta at various sites.

Section 3: That the City Attorney be and is hereby directed to prepare an appropriate contractual agreement in cooperation with the Department of Public Works, for execution by the Mayor, to be approved by the City Attorney as to form.



Section 4: That this agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by that Party.

Section 5: That total City costs for design, construction, right-of-way acquisition and utility relocation associated with the execution of this agreement shall not exceed Three Hundred Ninety Seven Thousand Eight Hundred Dollars and No Cents (\$397,800.00), shall be charged to FAC Numbers 1C28-574001-M23F03239985, 1C28-574001-M23F03629985, 1C28-574001-M23F03639985, 1C28-574001-M23F03679985, 1C28-574001-M23F03759985, and 1C28-574001-M22F03299985.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

January 18, 2000
January 26, 2000

AGREEMENT # 990830-7-2
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF ATLANTA, GEORGIA
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

This AGREEMENT is made and entered into this _____ day of _____, 1999, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF ATLANTA, GEORGIA acting by and through its Chairman and Board of Commissioners, hereinafter called the "CITY".

WHEREAS, the CITY has represented to the DEPARTMENT a desire to improve the transportation facilities listed in Exhibit "A" and attached hereto, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this AGREEMENT.

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

1. The CITY shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, utility relocations, right of way acquisitions, and/or construction as set forth in Exhibit "A". The CITY'S contribution for any portion as set forth in Exhibit "A" shall be received by the DEPARTMENT before any matching funds are apportioned.

2. The DEPARTMENT shall contribute to the PROJECT by funding certain portions of the PROJECT cost as set forth in Exhibit "A". The DEPARTMENT may use funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration, hereinafter referred to as the "FHWA", under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources; subject to those certain conditions set forth in this AGREEMENT.

3. If the actual costs for any or all of the funding categories exceed the amounts set forth in Exhibit "A", the CITY shall fund 100% of such excess costs.

4. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks within the PROJECT limits.

4. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks within the PROJECT limits.

5. The CITY shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT'S Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT'S Standard Specifications Construction of Roads and Bridges, the DEPARTMENT'S Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The CITY'S responsibility for design shall include, but is not limited to the following items:

a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the CITY as provided for in paragraph 5b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the CITY beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the CITY as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

b. Develop the PROJECT'S base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes

at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.

c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.

d. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The CITY shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.

f. Perform all surveys, mapping, and soil investigation studies needed for design of the PROJECT.

g. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

h. Prepare the PROJECT'S drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency

Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

i. Prepare traffic studies, preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT.

j. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

k. Failure of the CITY to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined in Exhibit "A", and it shall be the responsibility of the CITY to make up the loss of that funding.

6. All Primary Consultant firms hired by the CITY to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the CITY with a list of prequalified consultant firms in the appropriate area-classes.

7. The PROJECT construction and right of way plans shall be prepared in English units.

8. All drafting and design work on the project shall be performed utilizing techniques acceptable to the DEPARTMENT.

9. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the CITY.

10. The CITY shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT'S policies and guidelines. The CITY shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this AGREEMENT.

11. The CITY shall follow the DEPARTMENT'S procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT'S Project Liaison and the District Utilities Engineer.

12. The CITY shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

13. Upon the CITY'S determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the

necessary rights of way for the PROJECT shall be acquired by the responsible party as set forth in Exhibit "A". Right of way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the CITY to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the CITY to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The CITY shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

14. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the CITY, the PROJECT shall be let for construction by the responsible party as set forth in Exhibit "A". The responsible party shall be solely responsible for securing and awarding the construction contract for the PROJECT.

15. The CITY shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.

16. The CITY agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this AGREEMENT shall become the property of the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the CITY.

17. The CITY shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT. The CITY shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the CITY to address the errors or deficiencies within 30 days shall cause the CITY to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The CITY shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT.

18. Both the CITY and the DEPARTMENT hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP) or earlier. Furthermore, all parties shall adhere to the detailed project

schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the CITY does not produce acceptable deliverables at the milestone dates defined in the current TIP/STIP, or in the approved schedule, the DEPARTMENT reserves the right to delay the project's implementation until funds can be re-identified for construction or right of way, as applicable.

19. This AGREEMENT is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the CITY have caused these presents to be executed under seal by their duly authorized representatives

RECOMMENDED:

Mitchell W. Fowler
Mitchell W. Fowler
Metro District Engineer

Walker W. Scott, Jr. P.E.
Walker W. Scott, Jr. P.E.
Director of Preconstruction

Frank L. Danchetz, P.E.
Frank L. Danchetz, P.E.
Chief Engineer

DEPARTMENT OF TRANSPORTATION

BY: Wayne Shackelford
Wayne Shackelford
Commissioner

ATTEST:
Billy F. Sharp
Billy F. Sharp
Treasurer

REVIEWED AS TO LEGAL FORM:
Office of Legal Services
Office of Legal Services

BY: Mayor/City of Atlanta

Signed, sealed and delivered this _____ day of _____, 1999, in the presence of:

Witness

Pinky A. Rutledge
Notary Public Pinky A. Rutledge
Notary Public, Fulton County, Georgia
My commission expires February 18, 2004

This Agreement approved by the Atlanta City Council at a meeting held at Atlanta City Hall, Atlanta, GA this 18 day of JANUARY, 1999.

City Clerk
DEPUTY MUNICIPAL CLERK

EXHIBIT "A"
AGREEMENT # 990830-7-2
CITY of ATLANTA

Project Funding Sources & Fiscal Year of Authorization									
Project (Pl#, Proj#, Desc)	Type	Prelim. Eng	FY	R/W	FY	Construction ¹	FY	Util Reloc. Costs	Responsible Party
762546, STP-00BK(65), Bakers Ferry Rd. fm Dollar Mill Rd. to Fairburn Rd.	Q23	\$41,000.00 \$8,200 City \$32,800 GDOT/Fed	2000	100% City	2000	\$226,000 (20% By City = \$45,200 & 80% By GDOT/Fed. = \$180,800.)	2000	100% City	City
762548, STP-00BK(66), Bolton Rd. fm Marietta Boulevard to Jackson Parkway	Q23	\$83,000 \$16,600 City \$66,400 GDOT/Fed	2000	100% City	2000	\$392,000 (20% By City = \$78,400 & 80% By GDOT/Fed. = \$313,600.)	2000	100% City	City
762550, STP-00BK(67), Bolton Rd. fm Jackson Pkwy to DL Hollowell Pkwy	Q23	\$85,000 \$17,000 City \$68,000 GDOT/Fed	2000	100% City	2000	\$397,000 (20% By City = \$79,400 & 80% By GDOT/Fed. = \$317,600.)	2000	100% City	City
762552, STP-00BK(68), Benjamin E Mays Dr. fm Fairburn Rd. to Beecher Rd.	Q23	\$95,000 \$19,000 City \$76,000 GDOT/Fed	2000	100% City	2000	\$532,000 (20% By City = \$106,400 & 80% By GDOT/Fed. = \$425,600.)	2000	100% City	City
771120, CM-00SW(22), Sidewalks on Morosgo Dr.	Q40	100% City	2000	100% City	2000	\$75,000 (20% By City = \$15,000 & 80 % By GDOT/Fed. = \$60,000.)	2000	100% City	City
771131, CM-00BK(26) Bicycle Parking Racks	Q40	100% City	2000	100% City	2000	\$63,000 (20% By City = \$12,600 & 80% By GDOT/Fed. = \$50,400.)	2000	100% City	City

¹ Includes construction costs associated with inspection and materials testing during construction.

RCS# 2566
1/16/01
4:46 PM

Atlanta City Council

Regular Session

00-0-2039

Adding \$2,544,000.00 for funding
construction expenses for sidewalks
Adopt

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

NV McCarty	NV Dorsey	Y Moore	Y Thomas
Y Starnes	Y Woolard	Y Martin	Y Emmons
Y Bond	Y Morris	Y Maddox	Y Alexander
Y Winslow	Y Muller	Y Boazman	NV Pitts

00-0-2039

**ITEMS
REMOVED
FROM
CONSENT AGENDA**

I.D.#: 00-0-2039

PAGE: One

BY: President Pitts

COMMITTEE: City Utilities

DATE: Jan 18, **2001**



RESOLUTION BY *Michael B. ... Dorey ... E. ...*
Debra M. ... Sherry Dorsey ... Clair Muller

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND CONSTRUCTION OF VARIOUS SIDEWALKS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has represented to the Georgia Department of Transportation a desire to construct sidewalks in the City of Atlanta along Howell Mill Road from Northside Drive to Collier Road, along West Paces Ferry Road from Peachtree Road to the City Limits, along Lindberg Drive from Peachtree Road to Cheshire Bridge Road, and along Metropolitan Avenue from Northside Drive to the City Limits; and

WHEREAS, the City of Atlanta has represented to the Georgia Department of Transportation a desire to construct a Multi-use Trail in the City of Atlanta from Freedom Park to Centennial Park, to construct the Parkway Trail PH-1 from Virginia Avenue to MARTA Rail Station, and to construct the Phoenix Trail from Commerce Gateway to Phoenix Gateway; and

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in the funding of the design and construction of these transportation improvement projects with funds of GDOT or funds appropriated to the Georgia Department of Transportation by the Federal Highway Administration, under Title 23, United States Code, Section 104, or a combination of funds from the above sources; and

WHEREAS, the Georgia Department of Transportation has requested that the City of Atlanta participate in the design of these projects by funding various percentages of the design as set forth in Exhibit "A" of the Agreement and one hundred percent of acquisition of right-of-way and easement costs directly related to the completion of these projects and by accomplishing all of the design activities of these projects; and

WHEREAS, the Georgia Department of Transportation has further requested that the City of Atlanta participate in the construction of these projects by funding twenty percent of the construction and one hundred percent of utility relocation costs directly related to the completion of these projects as set forth in Exhibit "A" of the Agreement and by accomplishing all the construction activities of these projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to enter into an appropriate Local Government Project Agreement for the construction of sidewalks along Howell Mill Road from Northside Drive to Collier Road, along West Paces Ferry Road from Peachtree Road to the City Limits, along Lindberg Drive from Peachtree Road to Cheshire Bridge Road, and along Metropolitan Avenue from Northside Drive to the City Limits.

Section 2: That the Mayor be and is hereby authorized to enter into an appropriate Local Government Project Agreement to construct a Multi-use Trail in the City of Atlanta from Freedom Park to Centennial Park, to construct the Parkway Trail PH-1 from Virginia Avenue to MARTA Rail Station, and to construct the Phoenix Trail from Commerce Gateway to Phoenix Gateway.





Section 3: That the City Attorney be and is hereby directed to prepare an appropriate contractual agreement in cooperation with the Department of Public Works, for execution by the Mayor, to be approved by the City Attorney as to form.

Section 4: That this agreement shall not become binding on the City and the City shall incur no liability upon same until such agreement has been executed by the Mayor and delivered to the Georgia Department of Transportation and countersigned by that Party.

Section 5: That total City costs for design, construction, right-of-way acquisition and utility relocation associated with the execution of this agreement shall not exceed One Million One Hundred Eighty Seven Thousand Dollars and No Cents (\$1,187,000.00) and shall be charged to various FAC Numbers.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

January 18, 2000
January 26, 2000

00-0-2039

(Do Not Write Above This Line)

AN ORDINANCE BY:
CITY UTILITIES COMMITTEE

AN ORDINANCE AMENDING THE 2000
(INTERGOVERNMENTAL GRANT FUND) BUDGET,
BY ADDING TO ANTICIPATIONS AND
APPROPRIATIONS IN THE AMOUNT OF TWO
MILLION FIVE HUNDRED FORTY FOUR
THOUSAND AND NO/100 DOLLARS (\$2,544,000)
FOR THE PURPOSE OF FUNDING CONSTRUCTION
EXPENSES FOR VARIOUS SIDEWALKS; AND
FOR OTHER PURPOSES.

ADOPTED BY

JAN 16 2001

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 01/02/01

Referred To: City Utilities

Date Referred

Referred To:

Date Referred

Referred To:

Committee City Utilities
Date 1-17-01
Chair Blair Muller
Referred to Blair Muller

Committee City Utilities
Date 1-17-01
Chair Blair Muller
Action:
Fav, Adv, Hold (see rev. side)
Other:
Members
John M. Starnes
[Signature]

Refer To

Committee
Date
Chair
Action:
Fav, Adv, Hold (see rev. side)
Other:
Members
Refer To

Committee
Date
Chair
Action:
Fav, Adv, Hold (see rev. side)
Other:
Members
Refer To

Committee
Date
Chair
Action:
Fav, Adv, Hold (see rev. side)
Other:
Members
Refer To

FINAL COUNCIL ACTION
 2nd Reading
 1st & 2nd Reading
 3rd Reading
 Consent
 V Vote
 RC Vote
 Removed from Consent by request
 CERTIFIED of President
[Signature]

CERTIFIED
 JAN 16 2001
[Signature]
 MUNICIPAL CLERK

CERTIFIED
 JAN 16 2001
[Signature]
 MUNICIPAL CLERK

MAYOR'S ACTION
 APPROVED
 JAN 23 2001
[Signature]
 MAYOR