



A RESOLUTION BY
COUNCILMEMBER ANNE FAUVER

02- R-1028

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOCAL GOVERNMENT PROJECT AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE FUNDING OF A TRANSPORTATION IMPROVEMENT PROGRAM FOR THE TENTH STREET/PIEDMONT AVENUE STREETScape IMPROVEMENTS FROM JUNIPER AVENUE/TENTH STREET TO MONROE DRIVE/WESTMINSTER AVENUE SUBJECT TO THE AVAILABILITY OF GRANTS TO FUND THE CITY'S PARTICIPATION; AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM MIDTOWN BUSINESS ASSOCIATION, INC. ("MIDTOWN ALLIANCE") TO FUND THE CITY'S SHARE OF SAID LOCAL GOVERNMENT PROJECT AGREEMENT COSTS AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta desires to obtain the maximum benefit from funding made available under Transportation Improvement Program for fiscal years 2002 to 2004 (Q-23 Surface Transportation Program) which in connection with certain qualified and approved projects provides a match of four federal dollars for every dollar contributed by a local government; and

WHEREAS, a specific program has been identified by the Atlanta Regional Commission and the Georgia Department of Transportation as AT-AR BP288 Tenth Street/Piedmont Avenue Streetscape Improvements from Juniper Avenue/Tenth Street to Monroe Drive/Westminster Avenue ("Tenth Street/Piedmont Avenue Streetscape") and approved as eligible for \$1,440,000 in federal matching funds if the City can provide \$360,000 in matching funds to the Georgia Department of Transportation; and

WHEREAS, matching funding for certain projects, including the Tenth Street/Piedmont Avenue Streetscape may only be available for a limited period of time which is set to expire on July 1, 2002 before the federal matching funds may be subject to program changes and allocation to other programs; and

WHEREAS, the City wishes to enter into a Local Government Project Agreement with the Georgia Department of Transportation in order to allow the City to utilize the \$1,440,000 presently programmed to the Tenth Street/Piedmont Avenue Streetscape but lacks funding to allocate the \$360,000 needed for the local government match; and

WHEREAS, the Midtown Business Association, Inc. ("Midtown Alliance") has committed to the City that it is willing to enter into a contract to provide funding to the City in the amount of \$360,000 so that the City can enter into a Local Government Project Agreement with the Georgia Department of Transportation in order to allow the City to utilize the \$1,440,000 presently programmed to the Tenth Street/Piedmont Avenue Streetscape; and



WHEREAS, the City wishes to accept the grant of \$360,000 from Midtown Alliance to to fund the City's commitment under the Local Government Project Agreement with the Georgia Department of Transportation in order to allow the City to utilize the \$1,440,000 presently programmed to the Tenth Street/Piedmont Avenue Streetscape.

NOW THEREFORE, be it resolved by the Council of the City of Atlanta as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta, an Local Government Project Agreement ("LGPA") with the Georgia Department of Transportation, substantially in the form attached as Exhibit A, which will allow the City to provide \$360,000 as the local match funding for a transportation improvement project which has been identified by the Atlanta Regional Commission and the Georgia Department of Transportation as AT-AR BP288 Tenth Street/Piedmont Avenue Streetscape Improvements from Juniper Avenue/Tenth Street to Monroe Drive/Westminster Avenue in order to obtain from the Georgia Department of Transportation the amount of \$1,440,000 in matching federal funds for the construction of the project, provided however that after signing of the LGPA, the City's local match is funded by grants from third parties and no City funds are committed to the project.

Section 2. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta, an agreement with Midtown Alliance which will specify the terms on which Midtown Alliance will provide and the City will accept a grant of \$360,000 for the purpose of funding the City's local match portion of AT-AR BP288 Tenth Street/Piedmont Avenue Streetscape Improvements from Juniper Avenue/Tenth Street to Monroe Drive/Westminster Avenue, provided however that any terms which bind the City to repayment of all or any part of the grant from Midtown Alliance must be approved by further action of this Council. After the signing of the agreement, no further action of the Council is necessary before the grant can be accepted.

Section 3. The City Attorney be and hereby is directed to negotiate, prepare and/or review the agreements necessary to effect the intent of this resolution provided that such agreements are in compliance with the conditions set forth herein.

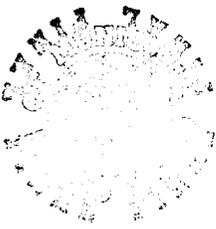
A true copy,

A handwritten signature in black ink, appearing to read "K. S. [unclear]".

Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

JUN 03, 2002
JUN 10, 2002



AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CITY OF ATLANTA, GEORGIA

FOR

Q 23 SURFACE TRANSPORTATION PROGRAM AT-AR BP288 762608
(TRANSPORTATION IMPROVEMENT PROGRAM 02-04)

This AGREEMENT is made and entered into this _____ day of _____, 2002, 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 Mayor and City Council, hereinafter called the "CITY".

WHEREAS, the CITY has represented to the DEPARTMENT a desire to improve the transportation facilities listed as a part of **Q 23 SURFACE TRANSPORTATION PROGRAM AT-AR BP288 762608** (TRANSPORTATION IMPROVEMENT PROGRAM 02-04), hereinafter referred to as the "PROJECT"; and

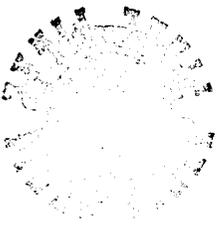
WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

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 construction in the amount of \$360,000 which shall be matched by funds provided by the DEPARTMENT as specified in paragraph 2. The amount relating to the CITY's contribution for any portion of the PROJECT shall be received by the DEPARTMENT or expended in a manner approved by the DEPARTMENT before any matching funds are apportioned. The CITY may use funds of the CITY or funds provided by others or a combination of such funds.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the design activities, utility relocations, right of way acquisitions, and/or construction in an amount not to exceed \$1,440,000. 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.



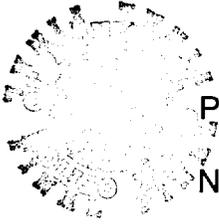
3. If the actual costs exceed the total amount set forth in the AGREEMENT, the CITY shall fund 100% of such excess costs.

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.

5. The CITY shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the applicable guidelines used by the Department, such as: the DEPARTMENT's Plan Development Process, the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Roads and Bridges, and the DEPARTMENT's Plan Presentation Guide. 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 a format acceptable to 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 reapproved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

b. 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 as appropriate to the PROJECT funding.

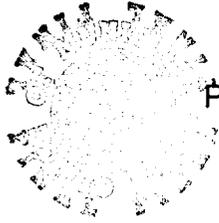
This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The CITY shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA. If required, prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.

c. Perform all surveys, mapping, and soil investigation studies as required for the adequate design of the PROJECT.

d. 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.

e. 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.

f. Prepare preliminary construction plans including a cost estimate, utility plans, right of way plans (if required), and final construction plans including a cost estimate, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the



PROJECT. The final construction plans will be utilized for a field plan review.

g. 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.

h. 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 the PROJECT, and it shall be the responsibility of the CITY to make up the loss of that funding.

6. The PROJECT construction and right of way plans (if required) shall be prepared in English units.

7. 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.

8. 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.



9. If the project is located on a State Route, 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.

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

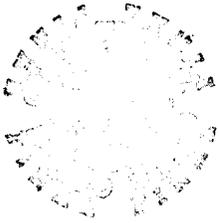
11. Upon the CITY's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the CITY. Right of way acquisition shall be in accordance with the law and the rules and regulations 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 shall 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.



12. 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 shall be obtained prior to the beginning of construction by the CITY. The CITY shall be solely responsible for the construction of the PROJECT.

13. 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.

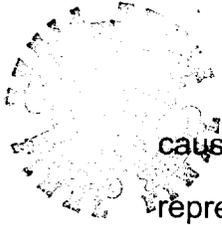
14. The CITY shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT. The CITY shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The CITY shall be responsible for any claim, construction delays, 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.



15. 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 or fiscal years 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.

16. 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.

signed on next page



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

RECOMMENDED:

City of Atlanta, Georgia

Joseph P. Palladi, P.E.
State Urban Design Engineer

BY: _____
Mayor

Thomas L. Turner, P.E.
Director of Preconstruction

Signed, sealed and delivered this _____
day of _____, 2002, in the
presence of:

Frank L. Danchetz, P.E.
Chief Engineer

Witness

DEPARTMENT OF TRANSPORTATION

Notary Public

BY: _____
Wayne Shackelford
Commissioner

This Agreement approved by the Atlanta
City Council at a meeting held at
this _____ day of _____, 2002.

ATTEST:

Billy F. Sharp
Treasurer

City Clerk

REVIEWED AS TO LEGAL FORM:

Office of Legal Services

RCS# 3802
6/03/02
3:51 PM

Atlanta City Council

Regular Session

02-R-102B
RESOLUTION

Project Agreement for 10th St.
& Juniper St. Improvements with GA DOT
ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 1

Y Smith	Y Archibong	Y Moore	Y Mitchell
B Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	Y Shook	NV Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

RESOLUTION

02-R-1028

(Do Not Write Above This Line)

A RESOLUTION BY:

COUNCILMEMBER ANNE FAUVER

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Adopted 6/3/02

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

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred 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

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd

Readings

Consent V Vote RC Vote

CERTIFIED

CERTIFIED

JUN 03 2002

ATLANTA CITY COUNCIL PRESIDENT

Catherine W. Woodard

CERTIFIED

JUN 10 2002

Patricia Schuchman Schaner

MUNICIPAL CLERK

MAYOR'S ACTION

CERTIFIED

JUN 10 2002

MAYOR