

SUBSTITUTE ORDINANCE BY

FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE ANTICIPATING AND APPROPRIATING FROM THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) THE TOTAL SUM OF \$2,834,400 AS RECOMMENDED FROM THE REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (TIP) FY 2003-2005 IN THE INDIVIDUAL AMOUNTS OF \$860,000 FOR PEACHTREE HILLS, \$974,400 FOR LINDBERGH DRIVE, AND \$1,000,000 FOR EAST WESLEY; AMENDING THE 2003 GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET DEPARTMENT OF PUBLIC WORKS BY TRANSFERRING BETWEEN RESERVES THE SUM OF \$1,041,964 TO PROVIDE THE LOCAL MATCH REQUIREMENT FOR THE ABOVE LISTED PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Regional Commission through the FY 2003-2005 TIP has issued Local Government Project Assistance (LGPA) agreements to the State of Georgia Department of Transportation (GDOT) for the purpose of constructing public improvements inclusive of traffic calming; and

WHEREAS, GDOT has recommended project numbers AR-AR BP 293: Sidewalks on Peachtree Hills from Peachtree to Lindbergh, AT-AR BP138: Pedestrian Improvements on Lindbergh Drive from Peachtree Road to Cheshire Bridge Road, and AT-AR BP 301: Pedestrian streetscape improvements in the East Wesley Neighborhood from Piedmont to Peachtree Street ("the Projects"), whose fact sheets are attached as Exhibits A - C; and

WHEREAS, the LGPA's the Projects, attached as Exhibit D for Peachtree Hills and East Wesley, and as Exhibit E for Lindbergh Drive, set forth the City's agreement to fund 20% of the construction costs against funds provided through the Regional TIP, and to fund 100% of the preliminary engineering, design, inspection, project management and all other associated project costs; and

WHEREAS the estimated costs of the Projects is \$4,680,783 as detailed in Exhibit F; and

WHEREAS Federal funds are available to fund, via reimbursement, a maximum of 80% of the construction costs, up to \$2,834,400, and the budget commission of the City of Atlanta as recommended increasing the estimated receipts in the intergovernmental grant fund in the amount of \$2,834,400, for the purposes of accepting the Federal funding; and



WHEREAS Carter & Associates, in connection with development at Lindbergh City Center, paid development impact fees totaling \$804,419 (Exhibit F) that have partially funded these projects; and

WHEREAS the balance of the local match of \$1,041,964 is now required to complete these projects; and

WHEREAS the sum of \$1,041,964 is currently available in transportation impact fee reserves to meet the local matching requirements;

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

Section 1: That the 2003 Intergovernmental Grant Fund Budget Department of Public Works budget is hereby amended as follows:

ADD TO ANTICIPATIONS

1B02	J53X0210KX90	Federal Highway Administration (FHWA)	
	631101	Federal Grants/Entitlements	<u>\$2,834,400.00</u>

ADD TO APPROPRIATIONS

1B02	M11F0750KX90	Peachtree Hills	
	774001	Fac. Other Than Bldgs	\$ 860,000.00
	M11F0751KX90	Lindbergh Drive	
	774001	Fac. Other Than Bldgs	\$ 974,400.00
	M11F0752KX90	East Wesley	
	774001	Fac. Other Than Bldgs	<u>\$1,000,000.00</u>
			<u>\$2,834,400.00</u>

Section 2: That the Mayor is authorized to enter into Construction Agreements with GDOT, in the standard format, for the three referenced projects for the purposes of obtaining this \$2,834,400 in Federal Funds.

Section 3: That the 2003 General Capital Outlay Fund Budget Department of Public Works is hereby amended as follows:

TRANSFER FROM APPROPRIATIONS

1C28 792001	Reserve For Appropriation	
M11X04519985	D.I.F. Transportation	<u>\$ 1,041,964</u>

TRANSFER TO APPROPRIATIONS

1C28 774001	Facilities Other Than Bldgs.	
M*****	Piedmont Rd./Lindbergh Dr. Transportation Improvements	<u>\$1,041,964</u>

Section 4: That the Chief Financial Officer is authorized to reimburse Carter & Associates the amount of \$333,364 for costs, associated with work, completed or to be completed on preliminary engineering, design, inspection, project management and other associated project tasks that will be charged to and paid from FAC 1C28 529 010 M11X04519985.

Section 5: Other charges and expenses, in an amount not to exceed \$708,600 will be charged to and paid from FAC 1C28 529010 M11X04519985.

Section 6: That the Chief Procurement Officer is authorized to issue bid documentation, in a form acceptable to GDOT and that complies with all applicable federal and state requirements for such projects, to qualified construction firms, and to enter into one or more appropriate agreements for the construction of sidewalks, traffic calming, and improvements for the Projects in an amount not to exceed \$3,543,000.

Section 7: That in the event that the impact fee funds appropriated by this ordinance have not been obligated to construction projects by December 31, 2004, said funds shall be placed in the appropriate impact fee account reserve centers for appropriation to other impact fee supported projects.

Section 8: That future impact fees generated by development at Lindbergh City Center are to become a part of the impact fee reserve account.

Section 9: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

MAY 19, 2003
MAY 27, 2003



**ORDINANCE
03-O-0632**

INDEX

Exhibit A – AT-AR-BP293 Project Fact Sheet –Peachtree Hills.

Exhibit B – AT-AR-BP138 Project Fact Sheet –Lindbergh Drive.

Exhibit C – AT-AR-BP301 Project Fact Sheet- East Wesley.

Exhibit D – Executed LGPA for East Wesley and Peachtree Hills.

Exhibit E – Executed LGPA for Lindbergh Drive.

Exhibit F – Projected Budget by Project.

AT-AR-BP293 Atlanta Region FY 2003-2005 Transportation Improvement Program PROJECT FACT SHEET

PROJECT DEFINITION

Short Title PEACHTREE HILLS BIKE LANES/SIDEWALK FROM PEACHTREE STREET TO LINDBERGH DRIVE

GDOT Project No. 762624

Federal ID No.

Status Programmed

Detailed Description and Justification Construction of sidewalks and bike lanes on Peachtree Hill Avenue from Peachtree Street to Lindbergh Drive.

Service Type Multi-Use Facility

Sponsor City of Atlanta

Jurisdiction City of Atlanta

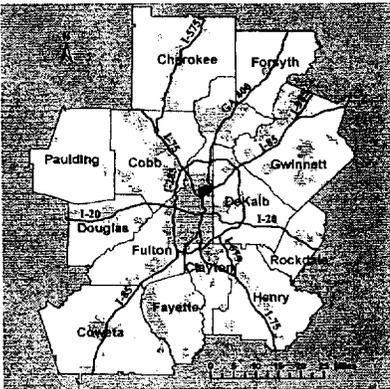
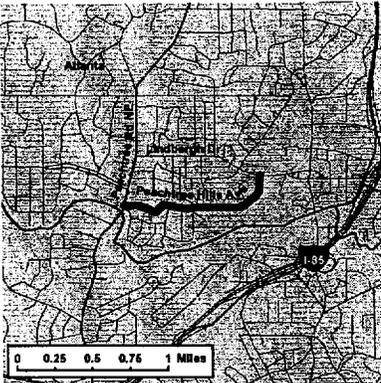
Congress District 5

Completion Date

Existing Thru Lane (applicable for roadway projects only)

Planned Thru Lane (applicable for roadway projects only)

Corridor Length 0.00 miles (not applicable for all project types)



PLANNING AND IMPLEMENTATION DETAILS

Analysis Level EX

Network Year (required if modeled for conformity)

Total Project Cost \$1,333,000

Funded in Previous TIP \$0

Funded in Current TIP \$1,333,000 (see table below for details)

Future Long Range Funds (RTP) \$0 (see table below for details)

Primary Funding Source Q40 - Congestion Mitigation / Air Quality

Phase Status and Funding Information for 03-05 TIP

STATUS	FISCAL YEAR	TOTAL PHASE COST	BREAKDOWN OF TOTAL PHASE COST BY FUNDING SOURCE				
			FEDERAL	STATE	BOND	LOCAL/OTHER	
Preliminary Engineering / Design / Study	LOCAL	2003	\$108,000	\$0	\$0	\$0	\$108,000
Right-of-way Acquisition	LOCAL	2003	\$150,000	\$0	\$0	\$0	\$150,000
Construction / Implementation (Year 1)		2003	\$1,075,000	\$860,000	\$0	\$0	\$215,000
Construction / Implementation (Year 2)			\$0	\$0	\$0	\$0	\$0
Construction / Implementation (Year 3)			\$0	\$0	\$0	\$0	\$0
Future Long Range Funds (RTP)		N/A	\$0	\$0	\$0	\$0	\$0

For additional information about this project, or for an explanation of terms used in this fact sheet, please visit the website of the Atlanta Regional Commission at www.atlantaregional.com or call (404) 463-3100.



**AT-AR-BP138 Atlanta Region FY 2003-2005 Transportation Improvement Program
PROJECT FACT SHEET**

PROJECT DEFINITION

Short Title LINDBERGH DR TRANSIT ORIENTED SIDEWALKS FROM PEACHTREE STREET TO CHESHIRE BRIDGE ROAD

GDOT Project No. 762518

Federal ID No.

Status Programmed

Detailed Description and Justification Construction of sidewalks on Lindbergh Drive from Peachtree Road to Cheshire Bridge Road. The project will improve access to the Lindbergh Center MARTA rail station and surrounding transit center.

Service Type Pedestrian Facility

Sponsor City of Atlanta

Jurisdiction City of Atlanta

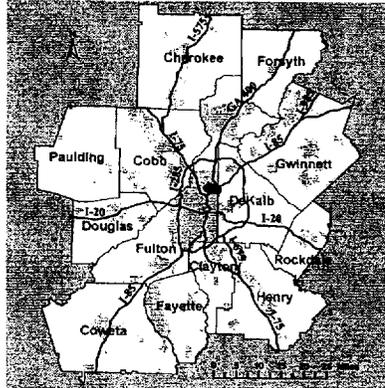
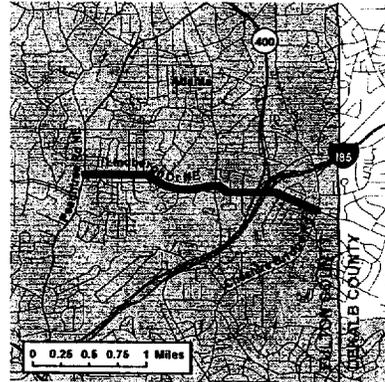
Congress District 5

Completion Date

Existing Thru Lane (applicable for roadway projects only)

Planned Thru Lane (applicable for roadway projects only)

Corridor Length 0.00 miles (not applicable for all project types)



PLANNING AND IMPLEMENTATION DETAILS

Analysis Level EX

Network Year (required if modeled for conformity)

Total Project Cost \$1,318,000

Funded in Previous TIP \$0

Funded in Current TIP \$1,318,000 (see table below for details)

Future Long Range Funds (RTP) \$0 (see table below for details)

Primary Funding Source Q23 - Surface Transportation Program

Phase Status and Funding Information for 03-05 TIP

		FEDERAL	STATE	LOCAL	TOTAL
Preliminary Engineering / Design / Study	AUTH	\$0	\$0	\$0	\$0
Right-of-way Acquisition	LOCAL	2003	\$100,000	\$0	\$100,000
Construction / Implementation (Year 1)		2003	\$1,218,000	\$974,400	\$2,192,400
Construction / Implementation (Year 2)			\$0	\$0	\$0
Construction / Implementation (Year 3)			\$0	\$0	\$0
Future Long Range Funds (RTP)		N/A	\$0	\$0	\$0

For additional information about this project, or for an explanation of terms used in this fact sheet, please visit the website of the Atlanta Regional Commission at www.atlantaregional.com or call (404) 463-3100.



AT-AR-BP301 Atlanta Region FY 2003-2005 Transportation Improvement Program PROJECT FACT SHEET

PROJECT DEFINITION

Short Title EAST WESLEY STREETScape FROM PIEDMONT ROAD TO PEACHTREE ROAD

GDOT Project No. 0000337

Federal ID No.

Status Programmed

Detailed Description and Justification This project will implement streetscape improvement and traffic calming measures on East Wesley Road from Piedmont Avenue to Peachtree Road.

Service Type Pedestrian Facility

Sponsor City of Atlanta

Jurisdiction City of Atlanta

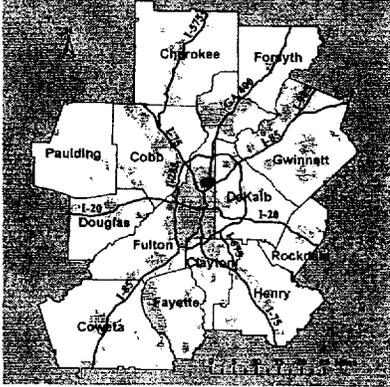
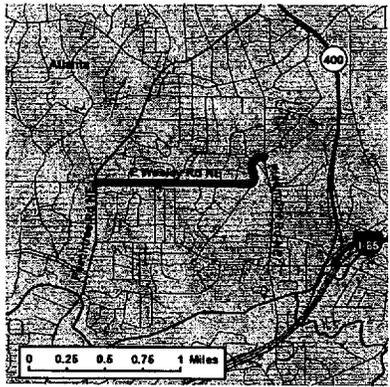
Congress District 5

Completion Date

Existing Thru Lane (applicable for roadway projects only)

Planned Thru Lane (applicable for roadway projects only)

Corridor Length 0.00 miles (not applicable for all project types)



PLANNING AND IMPLEMENTATION DETAILS

Analysis Level EX

Network Year (required if modeled for conformity)

Total Project Cost \$1,290,000

Funded in Previous TIP \$0

Funded in Current TIP \$1,290,000 (see table below for details)

Future Long Range Funds (RTP) \$0 (see table below for details)

Primary Funding Source Q23 - Surface Transportation Program

Phase Status and Funding Information for 03-05 TIP

	TAX	FISCAL YEAR	FEDERAL	STATE	CITY	COUNTY	TOTAL
Preliminary Engineering / Design / Study	LOCAL	2003	\$0	\$40,000	\$0	\$0	\$40,000
Right-of-way Acquisition			\$0	\$0	\$0	\$0	\$0
Construction / Implementation (Year 1)		2004	\$1,000,000	\$1,250,000	\$0	\$0	\$2,250,000
Construction / Implementation (Year 2)			\$0	\$0	\$0	\$0	\$0
Construction / Implementation (Year 3)			\$0	\$0	\$0	\$0	\$0
Future Long Range Funds (RTP)		N/A	\$0	\$0	\$0	\$0	\$0

For additional information about this project, or for an explanation of terms used in this fact sheet, please visit the website of the Atlanta Regional Commission at www.atlantaregional.com or call (404) 463-3100.





Rec'd 8/30/01
To L. Esan 8/30/01

Department of Transportation

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

J. TOM COLEMAN, JR.
COMMISSIONER
(404) 656-5206

FRANK L. DANCHETZ
CHIEF ENGINEER
(404) 656-5277

HAROLD E. LINNENKOHL
DEPUTY COMMISSIONER
(404) 656-5212

BILLY F. SHARP
TREASURER
(404) 656-5224

August 17, 2001

The Honorable Norman Koplon, Commissioner
City of Atlanta - Dept. of Public Works
55 Trinity Avenue SW., Suite 4500
Atlanta, GA 30334

Attention: Ladun Esan, P.E.
Attention: Nayef Haddad

Dear Commissioner Koplon:

I am returning for your files an executed agreement between the Georgia Department of Transportation and Fulton County for the following project:

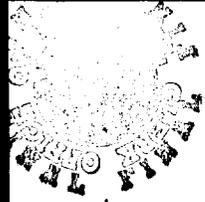
- ↳ EAST WESLEY
- ↳ STP-0000-00(337) Fulton County, P.I.#0000337
- STP-7625-00(630) Fulton County, P.I.#762563
- STP-7626-00(000) Fulton County, P.I.#762600
- STP-7676-00(010) Fulton County, P.I.#762601
- STP-7626-00(020) Fulton County, P.I.#762602
- STP-7626-00(030) Fulton County, P.I.#762603
- STP-7626-00(040) Fulton County, P.I.#762604
- STP-7626-00(050) Fulton County, P.I.#762605
- STP-7626-00(070) Fulton County, P.I.#762607
- STP-7626-00(100) Fulton County, P.I.#762610
- CM-7626-00(130) Fulton County, P.I.#762613
- CM-7626-00(140) Fulton County, P.I.#762614
- STP-7713-00(400) Fulton County, P.I.#771340
- CM-7626-00(240) Fulton County, P.I.#762624 ←
- PEACHTREE HILLS

We look forward to working with you on the successful completion of this joint Project.
Should you have any questions, please contact me at (404) 656-5320.

Sincerely,

Herman T. Griffin, P.E.
State Transportation Programming Engineer

HTG:as
Enclosure
Percy Middlebrooks
Steve Henry - District 7



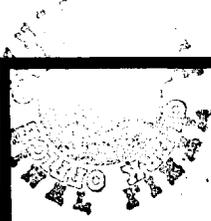
#31601

**AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
THE CITY OF ATLANTA
FOR
TRANSPORTATION FACILITY IMPROVEMENTS
(BIKE/PEDESTRIAN FACILITIES)**

This AGREEMENT is made and entered into this 9th day of August, 2001, 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 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".

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 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.



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 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; and other 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 attached as exhibit "B". 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 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. If required, prepare all public hearing and public information meeting 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 preliminary cost estimate, right of way plans (if required), utility plans, erosion control plans, lighting plans (if required), traffic control / sequence of operations plans (if required), 90% complete plans for review at the Final Field Plan Review Inspection (FFPR) and final construction plans including a final cost estimate, supplemental specifications and special provisions for the PROJECT.

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 Exhibit "A", and it shall be the responsibility of the CITY to make up the loss of that funding.

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

7. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the DEPARTMENT's guidelines on electronic file management.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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:

Stephen T. Henry
Stephen T. Henry
District Engineer

Recommended:

Thomas R. Linn
Director, Preconstruction Division

H. C. Corbett
Chief Engineer

Department of Transportation

David R. Linn
Deputy Commissioner

ATTEST:

Billy J. Sharp
Treasurer

REVIEWED AS TO LEGAL FORM:

Pamela X. Gaines
Office of Legal Services

CITY OF ATLANTA

By: [Signature] (Seal)
Mayor

Signed, sealed and delivered this ____ day
____, 2001, in the presence of:

[Signature]
Witness
DEPUTY MUNICIPAL CLERK
Pinky A. Rutledge
Notary Public
Pinky A. Rutledge
Notary Public, Fulton County, Georgia
My commission expires February 16, 2004

This Agreement, approved by City
Of Atlanta, the 6th day of
JUNE, 2001.

ATTEST:

[Signature]
Chief Operating Officer

Federal Employer Identification Number

APPROVED:

[Signature]
Commissioner
Department of Public Works

APPROVED AS TO FORM:

[Signature]
City Attorney

EXHIBIT "A"

AGREEMENT NUMBER: 31601
CITY OF ATLANTA

Project (PI #, Proj #, Desc.)	Type	Project Funding Sources & Fiscal Year of Authorization						Responsible Party Acquire R/W	Const. Letting	
		Prelim. Eng (County)	FY	R/W	FY	Construction ¹	FY			Uty Reloc. Costs
762563, STP-7625-00(630) Fairburn Road/CR.1349 Fm MLK Jr. Dr. to Stone Rd.	Bike/ Ped. Facilities	100% CITY	2001	100% CITY		80% DOT/FED 20% CITY >100% CITY	200 1	100% CITY	CITY	CITY
762600, STP-7626-00(000) City of Atlanta Sidewalks @ Schools, Ph 1	Bike/ Ped. Facilities	100% CITY	2001	100% CITY		80% DOT/FED 20% CITY >100% CITY	200 1	100% CITY	CITY	CITY
762601, STP-7626-00(010) City of Atlanta Sidewalks @ Schools, Ph 2	Bike/ Ped. Facilities	100% CITY	2001	100% CITY		80% DOT/FED 20% CITY >100% CITY	200 1	100% CITY	CITY	CITY
762613, CM-7626-00(130) SE Atlanta Along Manigault; Fusion St., Lakewood Ave.	Bike/ Ped. Facilities	100% CITY	2001	100% CITY		80% DOT/FED 20% CITY >100% CITY	200 1	100% CITY	CITY	CITY
762614, CM-7626-00(140) SW Atlanta Along Ogilthorpe Ave., Rose Cir., McMurry Dr.	Bike/ Ped. Facilities	100% CITY	2001	100% CITY		80% DOT/FED 20% CITY >100% CITY	200 1	100% CITY	CITY	CITY
762624, CM-7626-00(240) Peachtree Hills fm Peachtree to Lumbergh Dr.	Bike/ Ped. Facilities	100% CITY	2001	100% CITY		80% DOT/FED 20% CITY >100% CITY	200 1	100% CITY	CITY	CITY

Notes:
¹ Percentages refer to the amount in the approved TIP/STIP at the time funds are authorized (> 100% is all costs over the TIP/STIP amount).



Exhibit "B"
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

PROJECT CONCEPT REPORT

Project Number:
County:
P. I. Number:
DESCRIPTION:
Federal Route Number:
State Route Number:

This project concept is contained in the Regional Transportation Plan (RTP) and/or in the State Transportation Improvement Program (STIP). The concept as presented herein and submitted for approval is consistent with that which is included in the RTP and/or the STIP.

DATE STATE TRANSPORTATION PLANNING ADMINISTRATOR

DATE STATE ENVIRONMENTAL/LOCATION ENGINEER

DATE STATE TRAFFIC OPERATIONS ENGINEER

DATE DISTRICT ENGINEER

PI No.

1

PROJECT CONCEPT REPORT

DATE:

PROJECT NUMBER:

COUNTY:

DESCRIPTION:

LENGTH:

P.I. NUMBER:

U.S. ROUTE NO.:

STATE RT. NO.:

C.R. / C.S. NO.:

LOCATION:

MILE POINT REFERENCE: BEGIN MP END MP

PDP CLASSIFICATION Full Oversight () Exempt () N/A ()

FUNCTION CLASSIFICATION:

EXISTING ROADWAY

EXISTING ROADWAY TYPICAL SECTION:

MAX. EXISTING GRADE:

EXISTING MAJOR STRUCTURES:

EXISTING RIGHT OF WAY WIDTH:

PROJECT NEED & PURPOSE:

PROPOSED DESIGN

PROPOSED TYPICAL SECTION: See GA STD. 9031W or Attached Typical Section and work description.

PROPOSED RIGHT-OF-WAY WIDTH:

TRAFFIC CONTROL DURING CONSTRUCTION (Vehicular and pedestrian traffic will be maintained at all times):

PROPOSED STRUCTURES:

DESIGN VARIATIONS REQUESTED

<u>CONTROLLING CRITERIA</u>	<u>UNDETERMINED</u>	<u>YES</u>	<u>NO</u>
SIDEWALK WIDTH (5' min):	()	()	()
SHOULDER WIDTH (10' min):	()	()	()
VERTICAL CLEARANCE (8'4" min):	()	()	()
BRIDGE SIDEWALK WIDTH (6' min):	()	()	()
SIDEWALK CROSS SLOPE (1/4" per foot max):	()	()	()

NUMBER OF RIGHT OF WAY PARCELS: (Include easement only parcels)

DISPLACEMENTS:

COORDINATION AND SCHEDULING

CONCEPT TEAM MEETING DATE (if required):

CONFORMS TO TIP/STIP? Yes _____ No _____ .

MEETS LOGICAL TERMINI REQUIREMENTS? Yes _____ No _____ .

LEVEL OF ENVIRONMENTAL ANALYSIS: Categorical Exclusion _____ EA _____ .

PUBLIC INVOLVEMENT (if required): Yes _____ No _____

PERMITS REQUIRED (COE 404,WATER QUALITY, TVA) LIST:

TIME SAVING PROCEDURES APPROPRIATE: Yes _____ No _____

SCHEDULING CONSIDERATIONS

TIME TO COMPLETE ENVIRONMENTAL: MONTHS

TIME TO COMPLETE RIGHT OF WAY PLANS (if required): MONTHS

TIME TO COMPLETE 404 PERMIT: MONTHS

TIME TO COMPLETE CONSTRUCTION PLANS: MONTHS

TIME TO BUY RIGHT OF WAY (if required): MONTHS

LOCAL GOVERNMENT COMMITMENTS:

OTHER PROJECTS IN THE AREA:

PROBABLE LOCATIONS OF USTS:

PROBABLE LOCATION OF HAZARDOUS WASTE:

OTHER ALTERNATES CONSIDERED:

COMMENTS:

ATTACHMENTS: COST ESTIMATE, LOCATION MAP, TYPICAL SECTIONS

RECEIVED



AUG 14 2000

AUG 09 2000

CITY OF ATLANTA
Office of Mayor
Department of Transportation

J. TOM COLEMAN, JR.
COMMISSIONER
(404) 656-5206

FRANK L. DANCHETZ
CHIEF ENGINEER
(404) 656-5277

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

HAROLD E. LINNENKOHL
DEPUTY COMMISSIONER
(404) 656-5212

BILLY F. SHARP
TREASURER
(404) 656-5224

August 8, 2000

The Honorable William C. Campbell Mayor
City of Atlanta
55 Trinity Ave. S.W.
Atlanta, GA 30335

Dear Mayor Campbell:

I am returning for your files an executed agreement between the Georgia Department of Transportation and Fulton County for the following project:

- See Exhibit "A" - Transportation Facility Improvements (Sidewalks)
- STP-00BK(69),Fulton County, P.I.#762554 CM-00BK(39),Fulton County, P.I.#762520
- STP-00BK(70),Fulton County, P.I.#762556 CM-00BK(41),Fulton County, P.I.#762525
- CM-00BK(30),Fulton County, P.I.#762516 CM-00BK(49),Fulton County, P.I.#762530
- CM-00BK(31),Fulton County, P.I.#762518 ← LINDBERGH DRIVE**

We look forward to working with you on the successful completion of this joint Project.
Should you have any questions, please contact me at (404) 656-5320.

Sincerely,

Herman T. Griffin, P.E.
State Transportation Programming Engineer

HTG:as
Enclosure

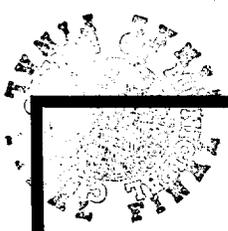
c: Percy Middlebrooks, w/attachment
Steve Henry District - 7 w/attachment
Joseph P. Palladi, P.E.

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF ATLANTA, GEORGIA
FOR
TRANSPORTATION FACILITY IMPROVEMENTS
(SIDEWALKS)

This AGREEMENT is made and entered into this 4th day of August, ~~1999~~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 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 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 all or certain portions of the PROJECT costs for the design activities, utility relocations, right of way acquisitions, and/or construction 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 exceed the total amount 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.

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 the format attached as Exhibit "B". 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.

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.



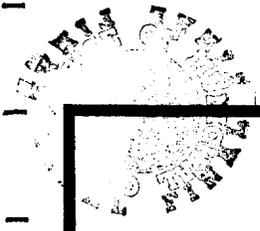
6. The PROJECT construction and right of way plans (if required) shall be prepared in English units.

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.

9. 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. 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.

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 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.

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:

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

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

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

DEPARTMENT OF TRANSPORTATION

BY: David E. Linnick
Commissioner

ATTEST:

Billy F. Sharp
Billy F. Sharp
Treasurer

REVIEWED AS TO LEGAL FORM:

Sandra Boyer 7-27-00
Office of Legal Services

City of Atlanta, Georgia

BY: Mayor

Signed, sealed and delivered this 18th
day of January, 2000, in the
presence of:

Witness

Henry A. Rutledge
Notary Public
Henry A. Rutledge
Notary Public, Fulton County, Georgia
My commission expires February 16, 2004

This Agreement approved by the Atlanta
City Council at a meeting held at
Atlanta City Hall, Atlanta, GA
this 18th day of January, 1999
on the 2000

Florida Daughin Johnson
City Clerk

EXHIBIT "A"

Project Funding Sources & Fiscal Year of Authorization									
Project (PI #, Proj #, Desc.)	Type	Prelim. Eng.	FY	R/W	FY	Construction	FY	Utility Reloc. Costs	Responsible Party
762554, STP-00BK(69) Howell Mill Road from Northside Dr to Collier Rd	Bike/ Ped	20% CITY (\$24,600) 80% DOT/Fed (\$98,400) 100% CITY (>\$123,000)	2000	100% CITY	2000	20% CITY (\$136,400) 80% DOT/Fed (\$545,600) 100% CITY (>\$682,000)	2000	100% CITY	CITY
762556, STP-00BK(70) West Paces Ferry Rd from Peachtree Rd to CITY Limits	Bike/ Ped	20% CITY (\$31,000) 80% DOT/Fed (\$124,000) 100% CITY (>\$155,000)	2000	100% CITY	2000	20% CITY (\$175,200) 80% DOT/Fed (\$700,800) 100% CITY (>\$876,000)	2000	100% CITY	CITY
762516, CM-00BK(30) Multi-use Trail from Freedom Park to Centennial Park	Bike/ Ped	100% CITY		100% CITY	2001	20% CITY (\$150,000) 80% DOT/Fed (\$600,000) 100% CITY (>\$750,000)	2001	100% CITY	CITY
762518, CM-00BK(31) Lindberg Drive from Peachtree Road to Cheshbrite Bridge Road	Bike/ Ped	100% CITY		100% CITY	2001	20% CITY (\$176,000) 80% DOT/Fed (\$704,000) 100% CITY (>\$880,000)	2001	100% CITY	CITY
762520, CM-00BK(39) Parkway Trail PH-1 Virginia Avenue to MARTA Rail Sta.	Bike/ Ped	100% CITY		100% CITY	2001	20% CITY (\$68,600) 80% DOT/Fed (\$274,400) 100% CITY (>\$343,000)	2001	100% CITY	CITY
762525, CM-00BK(41) Phoenix Trail from Commerce Gateway to Phoenix Gateway	Bike/ Ped	100% CITY		100% CITY	2001	20% CITY (\$239,400) 80% DOT/Fed (\$957,600) 100% CITY (>\$1,197,000)	2001	100% CITY	CITY
762530, CM-00BK(49) Metropolitan Ave. from Northside Drive to CITY Limits	Bike/ Ped	100% CITY		100% CITY	2001	20% CITY (\$185,800) 80% DOT/Fed (\$743,000) 100% CITY (>\$929,000)	2001	100% CITY	CITY

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

2 (> \$682,000) means all costs in excess of \$682,000.

Exhibit "B"
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

PROJECT CONCEPT REPORT SIGN OFF FORM

Project Number:
County:
P. I. Number:
DESCRIPTION:
Federal Route Number:
State Route Number:

RECOMMENDATION FOR APPROVAL

DATE _____ PROJECT MANAGER _____

This project concept is contained in the Regional Transportation Improvement Program (RTIP) and/or in the State Transportation Improvement Program (STIP). The concept as presented herein and submitted for approval is consistent with that which is included in the RTIP and/or the STIP.

DATE _____ STATE TRANSPORTATION PLANNING ADMINISTRATOR

DATE _____ STATE TRANSPORTATION PROGRAMMING ENGINEER

DATE _____ STATE ENVIRONMENTAL/LOCATION ENGINEER

DATE _____ STATE TRAFFIC OPERATIONS ENGINEER

DATE _____ STATE URBAN DESIGN ENGINEER

DATE _____ PROJECT REVIEW ENGINEER

DATE _____ DISTRICT ENGINEER

PI No.

PROJECT CONCEPT REPORT

DATE:

PROJECT NUMBER:

COUNTY:

DESCRIPTION:

LENGTH:

P.I. NUMBER:

U.S. ROUTE NO.: STATE RT. NO.

LOCATION:

MILE POINT REFERENCE: BEGIN MP END MP

PDP CLASSIFICATION NON-CA 0 CA 0 EX 0 S () F ()

FUNCTION CLASSIFICATION:

EXISTING ROADWAY

EXISTING ROADWAY TYPICAL SECTION:

MAX. EXISTING GRADE:

EXISTING MAJOR STRUCTURES:

EXISTING RIGHT OF WAY WIDTH:

PROJECT NEED & PURPOSE:

PI No.

PROPOSED DESIGN

PROPOSED TYPICAL SECTION: See GA STD. 9031W or Attached Typical Section and work description.

PROPOSED RIGHT-OF-WAY WIDTH:

TRAFFIC CONTROL DURING CONSTRUCTION (Vehicular and pedestrian traffic will be maintained at all times):

PROPOSED STRUCTURES:

DESIGN VARIATIONS REQUESTED

<u>CONTROLLING CRITERIA</u>	<u>UNDETERMINED</u>	<u>YES</u>	<u>NO</u>
SIDEWALK WIDTH (5' min):	()	()	()
SHOULDER WIDTH (10' min):	()	()	()
VERTICAL CLEARANCE (8'4" min):	()	()	()
BRIDGE SIDEWALK WIDTH (6' min):	()	()	()
SIDEWALK CROSS SLOPE (1/4" per foot max):	()	()	()

NUMBER OF RIGHT OF WAY PARCELS:

DISPLACEMENTS:

COORDINATION AND SCHEDULING

CONCEPT TEAM MEETING DATE (if required):

CONFORMS TO TIP/STIP? Yes _____ No _____

MEETS LOGICAL TERMINI REQUIREMENTS? Yes _____ No _____

LEVEL OF ENVIRONMENTAL ANALYSIS: Categorical Exclusion _____ EA _____

PUBLIC INVOLVEMENT (if required): Yes _____ No _____

PERMITS REQUIRED (COE 404, WATER QUALITY, TVA) LIST:

TIME SAVING PROCEDURES APPROPRIATE: Yes _____ No _____

PI No.

SCHEDULING CONSIDERATIONS

TIME TO COMPLETE ENVIRONMENTAL: MONTHS

TIME TO COMPLETE RIGHT OF WAY PLANS (if required): MONTHS

TIME TO COMPLETE 404 PERMIT: MONTHS

TIME TO COMPLETE CONSTRUCTION PLANS: MONTHS

TIME TO BUY RIGHT OF WAY (if required): MONTHS

LOCAL GOVERNMENT COMMITMENTS:

OTHER PROJECTS IN THE AREA:

PROBABLE LOCATIONS OF USTS:

PROBABLE LOCATION OF HAZARDOUS WASTE:

OTHER ALTERNATES CONSIDERED:

COMMENTS:

ATTACHMENTS: COST ESTIMATE, LOCATION MAP, TYPICAL SECTIONS, NEED AND PURPOSE STATEMENT

PI No.

Correspondence Routing Slip

RECEIVED
DEPT. OF PUBLIC WORKS/DOC

TO: DPW

00 AUG 15 PM 1:41

FROM: Michelle Palmer - Office Of The Mayor - 330.6693

DATE RECEIVED: Wednesday, August 9, 2000

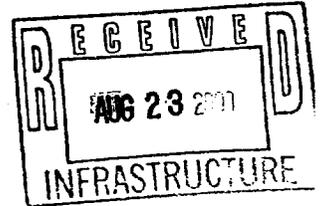
ACTION DUE BY:

NAME: Herman T. Griffin

PHONE:

**COMPANY/
DEPARTMENT:** Dept. of Transportation

ADDRESS: #2 Capitol Square, S.W.
Atlanta, Georgia 30334



REGARDING: 22 - DPW - Executive agreement re GA Dept. of Transportation and Fulton County.

COMMENTS: FYI.

DISPOSITION:

FYI.
Robert Egan

**Exhibit F
Projected Budget by Project**

	Sponsor (City of Atlanta) Funding			GDOT Funded	Total
	Funded by Carter through Paid Impact Fees A1	Funded by City through Appropriations A2	Total Sponsor Funding A1+A2=A		
Peachtree Hills					
Survey, Design, Inspection, Management, Contingency, Etc. Construction	\$ 333,947.16 + \$ - = \$ 333,947.16	\$ 215,000.00 + \$ - = \$ 215,000.00	\$ 333,947.16 + \$ 215,000.00 = \$ 548,947.16	\$ 860,000.00	\$ 333,947.16 = \$ 1,075,000.00
Total Project Cost	\$ 333,947.16	\$ 215,000.00	\$ 548,947.16	\$ 860,000.00	\$ 1,408,947.16
Lindbergh Drive					
Survey, Design, Inspection, Management, Contingency, Etc. Construction	\$ 417,166.20 + \$ - = \$ 417,166.20	\$ 243,600.00 + \$ - = \$ 243,600.00	\$ 417,166.20 + \$ 243,600.00 = \$ 660,766.20	\$ 974,400.00	\$ 417,166.20 = \$ 1,218,000.00
Total Project Cost	\$ 417,166.20	\$ 243,600.00	\$ 660,766.20	\$ 974,400.00	\$ 1,635,166.20
E. Wesley					
Survey, Design, Inspection, Management, Contingency, Etc. Construction	\$ 53,305.64 + \$ 333,364.36 = \$ 386,670.00	\$ 250,000.00 + \$ - = \$ 250,000.00	\$ 386,670.00 + \$ 250,000.00 = \$ 636,670.00	\$ 1,000,000.00	\$ 386,670.00 = \$ 1,250,000.00
Total Project Cost	\$ 53,305.64	\$ 583,364.36	\$ 636,670.00	\$ 1,000,000.00	\$ 1,636,670.00
ALL LISTED PROJECTS					
Survey, Design, Inspection, Management, Contingency, Etc. Construction	\$ 804,419.00 + \$ 333,364.36 = \$ 1,137,783.36	\$ 708,600.00 + \$ - = \$ 708,600.00	\$ 1,137,783.36 + \$ 708,600.00 = \$ 1,846,383.36	\$ 2,834,400.00	\$ 1,137,783.36 = \$ 3,543,000.00
TOTAL PROJECT COST ALL LISTED PROJECTS	\$ 804,419.00	\$ 1,041,964.36	\$ 1,846,383.36	\$ 2,834,400.00	\$ 4,680,783.36
FUNDED BY CARTER & ASSOCIATES THROUGH PAID IMPACT FEES					
Traffic					
Traffic Impact Fees Paid: Permit # BB 200004841	\$ 509,409.00				
Traffic Impact Fees Paid: Permit # BB 200103698	\$ 29,145.00				
Subtotal - Traffic Impact Fees Paid by Carter	\$ 538,554.00	\$ 538,554.00			
Park & Recreation					
Park & Recreation Impact Fees Paid: Permit # BB 200004841	\$ 241,775.00				
Park & Recreation Impact Fees Paid: Permit # BB 200103698	\$ 24,090.00				
Subtotal - Park & Recreation Impact Fees Paid by Carter	\$ 265,865.00	\$ 265,865.00			
TOTAL IMPACT FEES PAID BY CARTER	\$ 804,419.00	\$ 804,419.00			

Applied to projects via ordinance 01-O-0037; 1/23/01
Applied to projects via pending legislation

Applied to projects via pending legislation
Applied to projects via pending legislation

5/19/03 FULL COUNCIL MEETING

Items Adopted on the Consent Agenda

1. 03-O-0601
2. 03-O-0551
3. 03-O-0552
4. 03-O-0600
5. 03-O-0554
6. 03-O-0617
7. 03-O-0632
8. 03-O-0633
9. 03-O-0660
10. 03-O-0772
11. 03-O-0628
12. 03-O-0759
13. 03-R-0655
14. 03-R-0700
15. 03-R-0701
16. 03-R-0704
17. 03-R-0784
18. 03-R-0785
19. 03-R-0707
20. 03-R-0708
21. 03-R-0709
22. 03-R-0718
23. 03-R-0782
24. 03-R-0713
25. 03-R-0714
26. 03-R-0716
27. 03-R-0760
28. 03-R-0768
29. 03-R-0774
30. 03-R-0776
31. 03-R-0779
32. 03-R-0722
33. 03-R-0723
34. 03-R-0724
35. 03-R-0725

**Items Adversed on the
Consent Agenda**

36. 03-R-0726
37. 03-R-0727
38. 03-R-0728
39. 03-R-0729
40. 03-R-0730
41. 03-R-0731
42. 03-R-0732
43. 03-R-0733
44. 03-R-0734
45. 03-R-0735
46. 03-R-0736
47. 03-R-0737
48. 03-R-0738
49. 03-R-0739
50. 03-R-0740
51. 03-R-0741
52. 03-R-0742
53. 03-R-0743
54. 03-R-0744
55. 03-R-0745
56. 03-R-0746
57. 03-R-0747
58. 03-R-0748
59. 03-R-0749
60. 03-R-0750
61. 03-R-0783

Consent I Vote: 13Yeas; 0 Nays: (See RCS #4717)

Items Removed from the Consent Agenda: 03-O-0456; 03-R-0598; 03-R-0703; 03-R-0773; 03-R-0788

03-0-0632

(Do Not Write Above This Line)

AN ORDINANCE

BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AMENDING THE 2003 GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET DEPARTMENT OF PUBLIC WORKS BY TRANSFERRING BETWEEN RESERVES THE SUM OF \$1,041,964 FOR THE PURPOSE OF FUNDING TRAFFIC CALMING PROJECTS IN THE PEACHTREE HILLS, LINDBERGH AND EAST WESLEY NEIGHBORHOODS AND TO PROVIDE THE LOCAL MATCH REQUIREMENT AND FOR OTHER PURPOSES.

ADOPTED BY

MAY 19 2003

SUBSTITUTE COUNCIL

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

Date Referred 5/5/03

Referred To: Finance Executive

Date Referred

Referred To:

Date Referred

Referred To:

First Reading
 Committee FIN
 Date 4/30/03
 Chair
 Referred To FIN

Finance/Executive

5/14/03
Chair

Fav. Adv, Hold (see rev. side)

Other

Members

C.T. Miller

Devin Stearns
Darin Muller

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

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

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED

CERTIFIED
MAY 19 2003

ATLANTA CITY COUNCIL PRESIDENT
Catherine M. Howell

CERTIFIED
MAY 19 2003
Rosalyn Douglas
MUNICIPAL CLERK

MAYOR'S ACTION

Handwritten signature