CITY COUNCIL
ATLANTA, GEORGIA

A RESOLUTION

04- R -0147

BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MIDTOWN COMMUNITY IMPROVEMENT DISTRICT FOR THE ACCEPTANCE OF GRANTS FUNDING THE CITY'S PARTICIPATION IN CERTAIN INTERGOVERNMENTAL AGREEMENTS WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE GEORGIA REGIONAL TRANSPORTATION AUTHORITY IN CONNECTION WITH THE TRANSPORTATION IMPROVEMENT PROGRAM FOR MIDTOWN ATLANTA SIGNAL AND INTERSECTION IMPROVEMENTS, INTERSECTION IMPROVEMENTS AT LINDEN/ PONCE DE LEON/SPRING/PIEDMONT, PEACHTREE STREET CORRIDOR IMPROVEMENTS FROM 10TH STREET TO I-85, FOURTEENTH STREET CORRIDOR IMPROVEMENTS FROM WEST PEACHTREE STREET TO PIEDMONT AVENUE, TENTH STREET CORRIDOR IMPROVEMENTS FORM PEACHTREE STREET TO JUNIPER STREET; AND AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENTS NECESSARY TO IMPLEMENT SUCH PROGRAM SUBJECT TO THE GRANT AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta desires to obtain the maximum benefit from funding made available under the region's Regional Transportation Plan (RTP), the Transportation Improvement Program (TIP) and/or the State Transportation Improvement Program (STIP) programming process; and

WHEREAS, a specific program of funding has been identified by the Georgia Department of Transportation as Project MSL- 0004-00(397), P.I. No. 00044397 Midtown Atlanta Signal and Intersection Improvements, Project MSL–004-00(399), P.I. No. 0004399 Intersection Improvements at Linden/Ponce De Leon/Spring/Piedmont, Project MSL–004-00(390), P.I. No. 0004390 Peachtree Street Corridor Improvements from 10th Street to I-85, Project MSL–004-00(393), P.I. No. 0004393 Fourteenth Street Corridor Improvements From West Peachtree Street to Piedmont Avenue and Project MSL–0004-00(651) P.I. No. 0004651 Tenth Street Corridor Improvements From Peachtree Street to Juniper Street (hereinafter collectively referred to as the "Project"; and

WHEREAS, the Georgia Regional Transportation Authority (hereinafter referred to as "GRTA") has worked cooperatively with the City, the Georgia Department of Transportation (hereinafter referred to as "GDOT") and Midtown Community

Improvement District (hereinafter referred to as "Midtown") and prepared a funding plan for the Project through which capital funding will be provided through a State bond program to assist in the implementation of said Project and other Land Transportation Projects; and

WHEREAS, the Project is approved as eligible for funds if the City can provide 20% in matching funds to the Georgia Department of Transportation; and

WHEREAS, matching funding for the Project may only be available for a limited period of time before the matching funds in question 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 funding programmed for the Project but currently lacks the funding to allocate the amount necessary to meet the 20% local government match; and

WHEREAS, the Midtown has committed to the City that it is willing to enter into a contract with the City to provide funding to the City in an amount equal to the 20% local government match required of the City 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 funds presently programmed to the Project; and

WHEREAS, the City wishes to accept the grant from Midtown in an amount equal to the 20% local government match required of the City 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 funds presently programmed to the Project.

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, a 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 the local match funding for transportation improvement projects which have been identified by the Georgia Department of Transportation as Project MSL-0004-00(397), P.I. No. 00044397 Midtown Atlanta Signal and Intersection Improvements, Project MSL – 004-00(399), P.I. No. 0004399 Intersection Improvements at Linden/Ponce De Leon/Spring/Piedmont, Project MSL – 004-00(390), P.I. No. 0004390 Peachtree Street Corridor Improvements from 10th Street to I-85, Project MSL – 004-00(393), P.I. No. 0004393 Fourteenth Street Corridor Improvements From West Peachtree Street to Piedmont Avenue and Project MSL – 0004-00(651) P.I. No. 0004651 Tenth Street Corridor Improvements From Peachtree Street to Juniper Street (the "Projects") in order to obtain from the Georgia Department of Transportation the matching federal funds for the construction of the Projects, 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 Projects. The City, at

its sole discretion, and after further action of this Council, may direct Quality of Life funding to one or more individual project but is under no obligation to do so by virtue of this Resolution.

Section 2. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta an Intergovernmental Agreement Relating to Land Transportation Projects with the Georgia Regional Transportation Authority and the Georgia Department of Transportation, substantially in the form attached as Exhibit B, which will provide for capital funding through a State bond program to assist in the implementation of the Projects and will also provide for the respective roles and responsibilities of each of the parties to said agreement concerning implementation of the Projects, provided however that no City funds are committed to the Projects.

Section 3. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta a Contract for Acquisition of Right of Way with the Georgia Department of Transportation which will provide for the terms under which any rights of way are to be acquired by the City in order for the construction of any project to proceed, substantially in the form attached as Exhibit C.

Section 4. That the Mayor is hereby authorized to execute on behalf of the City of Atlanta, a grant agreement with Midtown by and through Midtown Business Association, Inc. which will specify the terms on which Midtown will provide and the City will accept a grant equal to the amount of the 20% local government matching funds for the purpose of funding the City's local match obligation for a portion of Georgia Department of Transportation as Project MSL- 0004-00(397), P.I. No. 00044397 Midtown Atlanta Signal and Intersection Improvements, Project MSL – 004-00(399), P.I. No. 0004399 Intersection Improvements at Linden/Ponce De Leon/Spring/Piedmont, Project MSL – 004-00(390), P.I. No. 0004390 Peachtree Street Corridor Improvements from 10th Street to I-85, Project MSL – 004-00(393), P.I. No. 0004393 Fourteenth Street Corridor Improvements From West Peachtree Street to Piedmont Avenue and Project MSL – 0004-00(651) P.I. No. 0004651 Tenth Street Corridor Improvements From Peachtree Street to Juniper Street substantially in the form as attached as Exhibit D, provided however that any terms which bind the City to repayment of all or any part of any grant from Midtown must be approved by further action of this Council. In addition the agreement shall provide the role and responsibility of Midtown relative the those roles and responsibilities assumed by the City by virtue of the City's execution of the Intergovernmental Agreement Relating to Land Transportation Projects and the Contract for the Acquisition of Right of Way. After the signing of the grant agreement, no further action of the Council is necessary before any grant is accepted or the terms of the grant agreement are acted upon or fulfilled by the City or Midtown.

Section 5. 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,
Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council FEB 02, 2004
APPROVED by the Mayor FEB 10, 2004

EXHIBIT - A

AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

The City of Atlanta, GEORGIA

FOR

TRANSPORTATION FACILITY IMPROVEMENTS

This AGREEMENT is made and entered into this _____ day of _____, 2003 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 described in **Exhibit A**, attached and incorporated herein by reference and hereinafter referred to as the "PROJECTS"; 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,

Exhibit A

NOW 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 as per Exhibit "A", utility relocations, right of way acquisitions as per a future Right of Way Agreement and construction as per a future Construction Agreement. Expenditures incurred by the CITY and eligible for reimbursment by the DEPARTMENT shall not be considered reimbursible to the CITY until execution of this agreement and written notice to proceed for each phase.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities as per Exhibit "A", right of way acquisitions as per a future agreement or construction as per a future construction agreement.

3. It is understood and agreed by the DEPARTMENT and the CITY that the funding portion as identified in Exhibit "A" of this agreement only applies to the Preconstruction Engineering Activities. Additional agreements will be required to be executed by the DEPARTMENT and the CITY for the funding portion of subsequent phases.

4. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks and the grass strip between the curb and gutter and the sidewalk within the PROJECT limits.

5. The CITY shall certify that the provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirements of Audits" are complied with in full.

6. When applicable, engineering invoicing can only be submitted following submittal and acceptance of project milestones. Project milestones are defined as approval of the Concept Report, Completion and verification of the Database Preparation, approval of the Environmental Document, submittal of Preliminary Plans for PFPR, approval of Right of Way plans, and submittal of Final Plans for letting.

7. 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 7b 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 reapproved 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 or the Georgia Environmental Protection Act, as appropriate to the PROJECT funding and as per Exhibit A. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required as well as any environmental reevaluations 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, soil investigation studies and pavement evaluations 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 this

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

8. 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.

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

10. 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.

11. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the CITY of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the CITY.

12. 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.

13. 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.

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

15. 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 and in accordance with the Contract for the Acquisition of Right of Way to be prepared by the DEPARTMENT and executed between the CITY and the

DEPARTMENT prior to the commencement of any right of way activities. 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.

16. 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 as identified in Exhibit "A" of this agreement. The Letting Agency shall be solely responsible for securing and awarding the construction contract for the PROJECT.

17. 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.

18. 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 if required. 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.

19. 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 errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT.

20. 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.

21. 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.

RCS# 5372
2/02/04
1:41 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 1-14 EXCEPT; 04-R-0185, 04-R-0186
ADOPT

YEAS:	14
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	2
EXCUSED:	0
ABSENT	0

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

CONSENT I

	2-02-4 Council Meeting
ITEMS ADOPTED ON CONSENT	**ITEMS ADOPTED ON CONSENT**
1. 04-O-0033	41. 04-R-0088
2. 04-O-0037	42. 04-R-0089
3. 04-O-0151	43. 04-R-0090
4. 04-O-0159	44. 04-R-0091
5. 04-O-0153	45. 04-R-0092
6. 04-R-0176	46. 04-R-0093
7. 04-R-0133	47. 04-R-0094
8. 04-R-0178	**ITEMS ADVERSED ON CONSENT**
9. 04-R-2123	48. 04-R-0096
10. 04-R-0135	49. 04-R-0097
11. 04-R-0136	50. 04-R-0098
12. 04-R-0137	51. 04-R-0099
13. 04-R-0138	52. 04-R-0100
14. 04-R-0139	53. 04-R-0101
15. 04-R-0145	54. 04-R-0102
16. 04-R-0146	**55.** 04-R-0103
17. 04-R-0147	56. 04-R-0104
18. 04-R-0148	57. 04-R-0105
19. 04-R-0149	58. 04-R-0106
20. 04-R-0150	59. 04-R-0107
21. 04-R-0154	60. 04-R-0108
22. 04-R-0160	61. 04-R-0109
23. 04-R-0161	62. 04-R-0110
24. 04-R-0162	63. 04-R-0111
25. 04-R-0164	64. 04-R-0112
26. 04-R-0184	65. 04-R-0113
27. 04-R-0140	66. 04-R-0114
28. 04-R-0170	67. 04-R-0115
29. 04-R-0076	68. 04-R-0116
30. 04-R-0077	69. 04-R-0117
31. 04-R-0078	70. 04-R-0118
32. 04-R-0079	71. 04-R-0119
33. 04-R-0080	72. 04-R-0120
34. 04-R-0081	73. 04-R-0121
35. 04-R-0082	74. 04-R-0122
36. 04-R-0083	75. 04-R-0123
37. 04-R-0084	76. 04-R-0124
38. 04-R-0085	
39. 04-R-0086	
40. 04-R-0087	

04- R -0147

A RESOLUTION (Do Not Write Above This Line)

BY FINANCE EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MIDTOWN COMMUNITY IMPROVEMENT DISTRICT FOR THE ACCEPTANCE OF GRANTS FUNDING THE CITY'S PARTICIPATION IN CERTAIN INTERGOVERNMENTAL AGREEMENTS WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE GEORGIA REGIONAL TRANSPORTATION AUTHORITY IN CONNECTION WITH THE TRANSPORTATION IMPROVEMENT PROGRAM FOR MIDTOWN ATLANTA SIGNAL AND INTERSECTION IMPROVEMENTS, INTERSECTION IMPROVEMENTS AT LINDEN/ PONCE DE LEON/SPRING/PIEDMONT, PEACHTREE STREET CORRIDOR IMPROVEMENTS FROM 10TH STREET TO I-85, FOURTEENTH STREET CORRIDOR IMPROVEMENTS FROM WEST PEACHTREE STREET TO PIEDMONT AVENUE, (continued on reverse)

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

Date Referred

Referred To:

Date Referred

Refferred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred To

Committee: FIN/EXEC	Committee
Date: 1-28-04	Date
Chair: Debbie Staines	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other	Other
Members	Members
Refer To	Refer To
Committee	Committee
Date	Date
Chair	Chair
Action: Fav, Adv, Hold (see rev. side)	Action: Fav, Adv, Hold (see rev. side)
Other	Other
Members	Members
ADOPTED BY FEB 02 2004 COUNCIL	
Refer To	Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd

Readings

☑ Consent ☐ V Vote ☑ RC Vote

CERTIFIED

FEB 02 2004

CERTIFIED

FEB 02 2004

Rhonda Dauphin Johnson

MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

FEB 10 2004

Shirley Franklin

MAYOR