

**A RESOLUTION
BY ANNE FAUVER**

08-~~R~~-1248

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PIEDMONT DRIVING CLUB, FOR THE CONSTRUCTION AND OPERATION OF A TEMPORARY TIE-BACK SUPPORT SYSTEM, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS; AND FOR OTHER PURPOSES.

WHEREAS, Piedmont Driving Club, is the developer of a new Parking Garage located at 1215 Piedmont Avenue, in the City of Atlanta ("City"); and

WHEREAS, a temporary tie-back support system is required for the construction of tie-back wall at Midtown Atlanta adjacent to Piedmont Park; and

WHEREAS, the professional staff of the Department of Public Works has reviewed the plans for the proposed facilities, and has determined that it meets the requirements set forth in Section 138-24(b) of the Official Code of the City of Atlanta; and

WHEREAS, the City anticipates entering into an easement agreement within the next ninety (90) days, with Piedmont Driving Club, outlining the terms of the City's approval for work within its rights-of-way.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to enter into a Tie-Back Easement Agreement, as outlined in Section 138, Article II of the Official Code of the City of Atlanta, with Piedmont Driving club for the construction, installation, operation, use and maintenance of temporary tie-back facilities in the public right-of-way at 1215 Piedmont Avenue.

BE IT FURTHER RESOLVED, that the Commissioner of Public Works, as the Mayor's designee, is authorized to review and approve the terms and conditions for the construction, maintenance and removal of the temporary tie-back system, and to review and approve the plans for any construction, relocation and/or modification to the referenced tie-back system.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare an appropriate Agreement for execution by the parties, provided that Piedmont Driving Club, shall indemnify the City and hold the City harmless from any and all claims arising from the construction, installation, operation, use, maintenance and removal of said facilities.

BE IT FURTHER RESOLVED, that the Agreement will not become binding on the City, and the City will incur no obligation nor liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to Piedmont Driving Club.

BE IT FINALLY RESOLVED, that if no agreement as prepared by the Law Department has been entered into within ninety (90) days of the effective date of this Resolution, the authorization contained herein shall expire.