Peachtree City
Mayor & City Council
Vanessa Fleisch, Mayor
Phil Prebor – Post 1
Mike King – Post 2
Kevin Madden – Post 3
Terry Ernst – Post 4

CITY COUNCIL OF PEACHTREE CITY
Special Called Meeting
Via Webex Conference
APRIL 7, 2020
6:30 p.m.

To obtain simultaneous access via WebEx Conference:
Go to: https://peachtree-city.webex.com/peachtree-city/j.php?MTID=m3887ff7d31b26af0b1226328d05ea123
Meeting Number (access code): 476 135 245
Meeting Password: PTC2020
Live Stream will be available on our website @ peachtree-city.org

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**

IV. **Public Comment**

V. **Agenda Changes**

VI. **Minutes**
March 5, 2020 Regular Meeting Minutes

VII. **Consent Agenda**
Appoint Debbie Britt to city position on the Fayette County Board of Health

Old Agenda Items

New Agenda Items
1. Intergovernmental Agreement for Road Resurfacing between Town of Tyrone, City of Peachtree City, City of Fayetteville and Fayette County
2. Interim appointment of City Clerk

X. **Council/Staff Topics**

XI. **Executive Session**

XII. **Adjourn**

City Council of Peachtree City
Meeting Minutes
Thursday, March 5, 2020
6:30 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, March 5, 2020. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

Lois Barton Ricks, recruiting assistant with the U.S. Census Bureau, presented information on the 2020 Federal Census and said the government was looking to hire local people as census takers.

Public Comment

There was no public comment

Agenda Changes

There were no changes to the agenda.

Minutes

King moved to approve the February 20, 2020, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Consent Agenda

1. Budget Amendment FY2020 – Capital – BMX
2. Cubesmart Easement Acquisition
3. Tunnel and Bridge Maintenance – Engineered Restorations
4. Appointment of Alternate to Airport Authority – Gregory Garmon

Ernst moved to approve Consent Agenda items 1-4. Madden seconded. Motion carried unanimously.

New Agenda Items

03-20-02 Public Hearing – Variance to Sign Ordinance – 300 City Circle, Positano Pizza

The Mayor opened the public hearing.

Planning and Development Director Robin Cailloux explained that the sign ordinance required business signs to be fastened to the wall. The applicant was requesting a variance in order to paint a sign directly onto the brick surface of the building in The Avenue shopping center. The request was made for Positano Pizza, which was currently finishing out the space, and they provided photographs of other buildings where this treatment had been executed.

The ordinance did allow for variances, Cailloux went on, but the criteria was when a hardship was created, and there was some type of visibility issue. There was no visibility issue here, so staff had to look at the sign ordinance to determine another way of reviewing this request. They found that the "purpose" section contained eight criteria included when a previous Council had adopted the sign ordinance. The first looked at whether they were balancing the rights of the owner to convey a message through the sign with the public's right against unrestricted proliferation of signs. The second asked if the request furthered the Comprehensive Plan. Another considered if the sign protected the public health, safety, welfare, and aesthetics of the City, while the others looked at reducing traffic and pedestrian hazards, maintaining the planned image of the City, and protecting property values by minimizing visual blight. Promoting economic development and ensuring consistent enforcement of sign regulations were other criteria in the ordinance.

Cailloux again acknowledged that this was a different type of variance request because the applicant was not claiming a hardship; it was based on whether Council believed a painted sign on a building was appropriate for Peachtree City.

Faton Gjuka, applicant, explained they would serve authentic Italian pizza and wanted the painted brick sign to complement the weathered look planned for the interior of the restaurant. He noted this would not be a bigger sign or one that could block visibility, adding it would be painted by an experienced painter of these types of signs.

Fleisch asked if The Avenue management supported this request. The applicant said they did, and Cailloux noted staff had a statement saying so. In response to another of the Mayor's questions, the applicant stated there would be two uplights on the signage, which was consistent with all the businesses at The Avenue.

No one in the audience wished to speak either in support or opposition to this request, and the Mayor closed the public hearing.

Madden commented on the location, and Cailloux said it formerly housed Brixx Pizza, with Madden adding there had been a number of restaurants in that location previously. He was concerned about allowing a variance for a permanent sign such as this in a spot where so many restaurants had failed. The applicant told him the paint could be removed by pressure washing. Madden asked why they could not make a sign that looked like it was painted on the wall, but the applicant said it would not have the weathered look he wanted.

Rorie asked if the variance would travel with the land. Cailloux said it would. Rorie asked what would happen in the future in regards to the sign. Cailloux explained that if the variance was granted, the right would stay with the property. If another restaurant came in later, they would have the right to paint their name on the wall. She said she would look to legal counsel to see if there was an ability to limit it by tenant, but she had never seen that done and was not sure that would stand up legally.

City Attorney Ted Meeker pointed out that, typically, when any use was established, it was there until it was taken away. If Positano Pizza put a sign on the wall, then someone else went in that location, they would have the right to put their sign on the wall, too.

Madden asked what staff recommended, and Rorie said staff typically did not provide recommendations in these cases. Cailloux again noted the criteria were very objective, such as the aesthetics of the City as opposed to land use compatibility, which was established. She said staff had looked at the purpose of the ordinance to provide some guidance.

Rorie inquired whether this be done via some type of text amendment to the Limited Use Commercial (LUC) zoning, as opposed to a variance. If the sign ordinance applied to all areas, and Council granted a variance, Rorie continued, asking it the variance would apply to all areas as well.

The Avenue had a master sign program that had been adopted as part of the LUC Limited Use Commercial ordinance, and it could be revised and taken before the Planning Commission, Cailloux responded, adding she had not considered that before.

King said he understood what the applicant was trying to achieve and noted there were already two murals painted on the walls at The Avenue. They bore no resemblance to the sizes called for in the sign ordinance, he stated, adding that the sign now under consideration did. They wanted to get a business that would "stick" in that location, and he said he would like to give them a shot and had no objection to the variance.

Ernst remarked that was his point, too, saying the painted murals looked great, as did the renditions of this sign that he had seen. He said he had no objection.

Madden pointed out that this sign would be used to market the pizza restaurant as a commercial enterprise, while the murals were artwork. It was an unequal comparison. While he wished Positano Pizza the best of luck, Madden stated he could not support a variance that could open the floodgates for every business in town to request a painted wall sign.

King said each variance had to stand on its own merits, and this one did.

Prebor was skeptical about the applicant's statement that the paint could be removed by pressure washing, noting that was not his experience.

Fleisch said she thought they should vote on variance at this meeting, adding that the sign ordinance for The Avenue needed to be updated. They could look at that later. The applicant needed resolution now.

King moved to approve New Agenda item 03-20-02, variance to Sign Ordinance at 300 City Circle, Positano Pizza. Ernst seconded. Motion carried 3-2 (Madden, Prebor).

03-20-03 Land Swap for Meade Field Access Road

City Engineer Dave Borkowski explained this was an equal value land swap. He displayed a map showing the location, pointing out the lacrosse fields at Meade Field, Meade Field Drive and Rockaway Road and indicated the adjacent parcel that was the other part of the swap. It was owned by a private entity. The City was interested in obtaining a strip located where a sewer easement came through to one of the main lift stations and giving up another strip to the private owner. Appraisals showed that both parcels were about three-quarters of an acre and were equal in value.

Borkowski explained that they had been looking at all City recreational facilities, including parking, and were trying to maximize land usage. The most efficient use at Meade would impact the gravel access road, so they worked out this land swap with the adjacent property owner. No money would change hands, he confirmed. The owner of the adjacent property was in agreement, and the City Attorney had reviewed all the contracts. Staff recommended that Council approve the land swap and authorize the City Manager to take the necessary steps to complete it. A closing date would need to be established, Borkowski continued.

Ernst wanted to confirm that this would provide better access to the girls' softball area, and Borkowski agreed it would be a straight shot to those fields.

Rorie said he wanted to speak to that issue as the former Community Services Director, saying Fire Chief Joe O'Conor would agree on the Public Safety side as well. The current access road, he went on, frequently saw parking in "no parking" zones on both sides, which limited access to the girls softball fields. The land swap would allow for an entrance with a straight shot that would eliminate the current access road that came from all the way at the top of the property, winding through the trees. It would provide direct access from Rockaway Road off the sewer easement. The improved access would be an advantage for the City, he concluded, adding this would also enhance the parking for girls' softball and lacrosse and give better access to the concession building and the restrooms.

Fleisch commented that she was glad to see this being done after years of discussion.

Prebor moved to approve New Agenda item 03-20-03, land swap for Meade Field access road. Madden seconded. Motion carried unanimously.

Council/Staff Topics

Proposed Text Amendment to General Residential (GR) Zoning

Cailloux recalled that when Council last discussed the multi-family rezoning moratorium, they expressed some concerns about the General Residential (GR) zoning code, in particular the high density of 25 units per acre.

Staff understood from that discussion that Council wanted to establish two goals. One was to protect existing neighborhoods from unexpected redevelopment patterns similar to what was seen on Shadowood, where one lot was divided into two. They also wanted to ensure that, as redevelopment continued, GR zoning was in line with the City's existing development patterns. Staff had looked at the patterns and had created recommendations to bring the code in line.

Cailloux reminded Council that the GR zoning code allowed for all types of housing—single-family, duplexes, townhomes, apartments, and condominiums. The maximum density allowed was 25 units per acre. The GR code was referenced in the LUC zoning code, and LUC was the only zoning district in which mixed-use development was permitted. That ordinance listed all the commercial uses that were permitted, then said all uses permitted in the GR district were also permitted in LUC. Staff's recommendation would offer a way to meet Council's request, but still allow for mixed-use development.

Most of the property zoned GR had already been developed, Cailloux continued. The maximum density was 17 dwelling units per acre, which was in Hearthside at the end of Newgate Road. The minimum GR zoning district had 0.8 dwelling units per acre. The average was 6.3.

Cailloux explained that staff felt these figures did not give a good picture of what residential development looked like, so they broke it into patterns, examining all the GR zoning districts developed as apartments and condominiums, versus townhomes and duplexes, versus single-family. Apartments had from 5.8 to about 17 dwelling units per acre, with the median being 12. Townhomes had a range from 2.6 to 8.9, and single-family had from 9.5 to 0.8. She pointed out that there were some single-family developments at a higher density per acre than some townhomes or apartment developments. It was interesting, she commented, to see how the GR district had allowed some flexibility over the years.

In order to continue to permit apartment and condominium development, but keep it in tone with what already existed, staff recommended that the maximum density in GR be reduced from 25 to 12 dwelling units per acre. They also recommended that LUC continue to refer to the GR, and that GR be allowed up to the maximum density of 12 units. If additional density was desired, it must be as mixed-use development.

Rorie asked Council if they would like staff to draw up an ordinance change and present it at the next meeting for consideration, but Cailloux pointed out that it would have to go through the public hearing process, so it would have to go before the Planning Commission first. The Planning Commission would make a recommendation to Council. It would take about a month to get this before Council.

Madden wanted to clarify that if they wanted a density higher than 12 dwelling units per acre, it would have to be in an LUC district. Cailloux said that was true, and it must be in a mixed-use development. For example, a 400-unit apartment complex would not be permitted unless it included mixed-use development.

King said this would eliminate the GR-43 zoning district, which allowed 25 units per acre, and Cailloux agreed.

Prebor recalled that when they adopted measures to prevent the subdividing of lots, Meeker had included language that took into account what was in the same area. He asked if this would be similar, or could someone in the area with 0.8 dwelling units per acre now go up to 12 units per acre.

Cailloux said the proposed change would not affect the ordinance Council had already adopted, which said a lot could not be created that was smaller than the average in that subdivision. The only way to redevelop in the way Prebor mentioned would be to buy the entire subdivision.

The subdividing of an existing lot could not be done because of the ordinance put into effect several years ago, Meeker noted. It must conform to the lot sizes currently in place.

That dealt with lot size, Prebor remarked, asking if a duplex could be placed on a lot. Meeker said it depended on what the underlying zoning was. If it was zoned GR and had a duplex, which contained two dwelling units, Prebor asked if they could make the unit 39 feet high with as many residents as they could get in.

Meeker told him it depended on if it was a straight GR or if it was zoned a GR with a number after it. If it was a GR-7, then they could not exceed seven units per acre, for instance. Prebor noted that a lot of the properties were simply GR.

Rorie said, currently, a GR district could be developed up to 25 units per acre. A two-acre GR development could have 50 units on it. As an example, what if it currently had eight units that consisted of four duplexes. Rorie asked Prebor if he was asking if someone could tear down those eight units and put in 12 units.

Prebor said that was correct, noting that it would still allow someone to increase the density. He asked if there could be language similar to the change affecting the lots, where the density would have to stay the same.

Meeker told him he understood what Prebor was trying to prevent, but he would need to look at the language they adopted to see if it would prevent that scenario. He again explained that someone would have to buy an entire subdivision in order to reduce the existing lot size. An existing lost could not subdivided.

Cailloux said she was confident the earlier ordinance would prevent what Prebor was referencing. Even if someone bought the whole subdivision, this would reduce the maximum density to 12. Prebor said he understood that, but asked them to review the language.

<u>Proclamations</u>

Rorie wanted to discuss a topic not on the agenda, asking if it a problem when Council acknowledged groups of people or individuals that had contributed to the community. He illustrated this point with a photo of the "welcome" sign near the intersection of SR 54/74, which listed various civic groups. The sign was on public property, but was not constructed using public dollars.

Rorie suggested that acknowledging groups of people or individuals that had contributed to the community was a mixed bag. Council needed to be cognizant of this moving forward because times had changed. The issuing of proclamations was one mechanism this Council, and all councils, used to recognize achievements by community groups. He defined a proclamation as:

- The act of saying something in a public, official, or definite way; the act of proclaiming something.
- An official statement made by a person in power or by a government.
- Something proclaimed specifically in an official formal public announcement (as a public notice, edict, or decree).

Rorie asked Council to think about the things they were asked to do, mentioning that they dealt with requests for proclamations often in the City Clerk's office and in his office. He used two proclamations as examples – one recognized DeMolay and another that declared Safe Digging Month. Rorie said these were good causes that most everyone could agree with. He then asked Council to consider if they would be comfortable with proclamations for National Security of Human Life Day or National Gun Violence Week, He asked Council to consider if they were willing to make a proclamation that labeled a group a "domestic terrorist organization" or an "extraordinary defender of Americans' Constitutional Civil Rights." He noted that both terms had been applied to the same organization.

His point was that these proclamations should be policy driven, not politically or emotionally driven. Rorie stated. While there were things they all held dear or that they opposed, it was a matter of perspective. They were frequently asked to proclaim things that were good, but councils frequently found themselves issuing proclamations that were not in the interest of the public at large. They might be representative of a political party or stance, a belief, or an emotional issue. Rorie stated that he questioned whether a city council that ran for elected office without affiliation should be subject to proclamations that could be politically driven. He said "no" when they were requested to participate in a public safety day at a specific location that was driving a different agenda. When someone requested a proclamation, it was easy to agree to the ones they liked, asking if it would be easy to deny one they did not like.

Staff needed a policy initiative by Council in regards to how they handled proclamations, particularly as they related to political or controversial positions. Rorie wanted to know if Council had an interest in this because of the statements they saw creeping into proclamations, good and bad. He said he would like to begin the process of developing a policy, noting they needed a consistent policy, whether consistently right or consistently wrong. Rorie stated they had 35,000 stakeholders, at least until the census, when more would be added, and everyone saw issues differently. That was the challenge they faced.

King stated that it was hard to offend him, but he realized others might be offended by some proclamations. If they did one, they had to do all, he remarked, so he would not have a problem if they just stopped proclamations altogether. He did n'o want to offend anyone and said it was not worth the risk of a lawsuit.

Fleisch said other places had stopped, with Rorie noting that Fayette County limited what was read or proclaimed at its public meetings. Rorie shared a version of a document he had drawn up that listed situations when they would not issue a proclamation, including political matters, controversial topics, events or organizations with no relation to the City, for profit, business endorsements, letters of congratulations for birthdays or retirements, and so on. He remarked that they got a letter from Australia asking about a proclamation supporting International Drug

Awareness. He was not suggesting drug awareness was not important, but he thought these things should be locally driven.

Rorie mentioned that prayer was a controversial issue, saying he had faced attacks over events at City Hall and even about the placement of a quilt with a nativity scene on it at the Library, asking whether it religious or was it art. It was a constant battle, and it should be policy driven. He wanted to bring something back before Council.

Madden said he thought that was a solid idea.

There being no further business to discuss, Madden moved to adjourn at 7:22 p.m. King seconded. Motion carried unanimously.

Insert signed copy

____
Martha Barksdale, Recording Secretary

____
Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **Jonathan N. Rorie - City Manager** F

DATE: **April 6, 2020**

SUBJECT: **Appoint City Representative to the Fayette County Board of Health**
April 7, 2020 Special Called Meeting - Consent Agenda

Recommendation

That the City Council appoint Debbie Britt, Executive Director-Patient Services at Piedmont Fayette, to represent the City of Peachtree City on the Fayette County Board of Health.

Discussion

Dr. Thomas Faulkner has resigned his position on the Fayette County Board of Health after serving since 2003. This leave an open position for the City to fill. The Fayette County Board of Health meets quarterly on the second Tuesday of January, March, May, July, September, and November at 7:30 AM, at the Fayette County Government Complex, 140 Stonewall Ave. Fayetteville. The board is comprised of seven members, two appointed by the Mayor and Council of Peachtree City. As stated above, the recommendation is to appoint Debbie Britt to fulfill that board position.

Budget Impact:

This item has no budgetary impact.

Attachment(s)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
VIA:	**Jonathan N. Rorie, City Manager** **Paul Salvatore, Financial Services Director** **Kelly Bush, Assistant Financial Services Director**
FROM:	**David Borkowski, P.E., M. ASCE**
DATE:	**April 6, 2020**
SUBJECT:	**Intergovernmental Agreement - Fayette County TIP Funding Application** **Robinson Road and Peachtree Parkway** ***April 7, 2020, City Council Meeting***

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached Intergovernmental agreement with Fayette County.

Discussion:

Staff has been working with the County to include some of our larger resurfacing projects into the Atlanta Regional Commission's (ARC) Transportation Improvement Plan (TIP) for Federal funding. Federal Funding was approved for this project and the roads have been put out to Bid.

The next step in the process is for the local municipalities to sign an intergovernmental agreement (IGA) that outlines funding, roles, and responsibilities for each municipality. The attached IGA references approximately 9 miles of Peachtree City collector roads for resurfacing. These roads being all of Peachtree Parkway and Robinson Road from State Route 54 south to the City Limits. The financial commitment on the City would be approximately $1,241,300 and would include all necessary oversight, testing, labor and materials.

Staff has reviewed the IGA and finds it acceptable and recommends approval.

Budget Impact:

Funds are budgeted and available to cover the City's required local match ($1,241,300) from the City's General Fund resurfacing line item.

Sent 3 original signed copies to Dave B 4.8.2020

STATE OF GEORGIA

COUNTY OF FAYETTE

ROAD RESURFACING AGREEMENT

This Agreement entered into this___________day of________________________, 20_______between the Town of Tyrone, the City of Peachtree City and the City of Fayetteville municipal corporations lying wholly within Fayette County, Georgia, acting by and through their Mayors and Councils, and hereinafter referred to as the "City/Cities", and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as "the County" to provide for certain road resurfacing within the corporate limits of the Cities, hereinafter referred to as the "Agreement."

W I T N E S S E T H:

WHEREAS, local roads are an essential part of a community's infrastructure system providing access to both local properties and regional thoroughfares; and

WHEREAS, the cost to maintain local roads is a significant burden to local governments; and

WHEREAS, State and Federal grant programs for infrastructure maintenance are available and are more successfully obtained by those localities wherein cooperation among local governments and agencies can be found; and

WHEREAS, Fayette County has applied for, and has been awarded funding for two resurfacing projects through the Surface Transportation Block Grant Program (STBG) by the Atlanta Regional Commission (ARC) and the Georgia Department of Transportation (GDOT) for 18.9 centerline miles of roads within Fayette County and its Cities; and

WHEREAS, Fayette County, the City of Fayetteville, the City of Peachtree City, and the Town of Tyrone have each selected roads to include in the grant projects, based on GDOT

Functional Classifications and pavement evaluations; and

WHEREAS, construction funding for the projects through the STBG is split between fiscal years 2019 and 2020, commencing on July 1, 2018 running through June 30, 2020; and

WHEREAS, the estimated construction cost for the projects is $3,620,389 million for FY 2019 and $3,891,805 million for FY 2020; and

WHEREAS, each City and the County has established the scope of work and associated construction cost estimates for the roads within its jurisdiction; and

WHEREAS, a competitive selection process was used by Fayette County to identify and contract with Croy Engineering, LLC. for design, permitting, management, letting and provision of construction engineering and inspection services for the projects, in accordance with GDOT's Plan Development Process; and

WHEREAS, no right-of-way acquisition nor utility relocation is required for the projects; and

WHEREAS, all costs for preconstruction engineering (PE) shall be paid by the Cities and the County; and

WHEREAS, all costs for construction engineering and inspection (CEI) shall be paid by the Cities and the County; and

WHEREAS, construction costs shall be paid using Federal Aid and local money using an 80/20 ratio for all costs up to the approved Federal Aid amount; and

WHEREAS, the Cities and County shall pay one hundred percent (100 %) of all construction costs above the approved Federal Aid amount; and

WHEREAS, Fayette County is the sponsor for the projects and the projects shall be locally let by Fayette County for construction.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Cities and the County, the Cities and the County do hereby agree as follows:

1.

DISTRIBUTION OF COSTS

A. PRECONSTRUCTION ENGINEERING SERVICES.

Fayette County shall not seek federal aid for work associated with preconstruction engineering (PE). The estimated costs for PE services are provided in Exhibit A, attached hereto and herby incorporated herein. The actual costs for PE services that are common to all roads that are to be addressed under the terms of this agreement, hereinafter referred to as Project Roads as named in Exhibit A, shall be determined by allocating the pro-rata share of these costs to each City and the County based upon the number of centerline miles of Project Road located within the City and/or County. If additional work is required for a particular Project Road then those fees shall be one hundred percent (100%) paid by the City and/or County in which that Project Road is located.

B. CONSTRUCTION ENGINEERING AND INSPECTION SERVICES.

Fayette County shall seek federal aid for construction engineering and inspection (CEI) services, if it becomes eligible. Currently CEI costs are programmed to be fully funded through City and/or County funds. The estimated costs for CEI services are provided in Exhibit A. The actual costs for CEI services will be tracked and invoiced on a per-Project Road basis. Each City or County shall be one hundred percent (100%) responsible (less federal aid, if awarded) for fees expended for a Project Road within its jurisdictional limits.

C. STATE OVERSITE SERVICES.

The Georgia Department of Transportation (GDOT) may require reimbursement for the costs associated with State oversight during construction. These estimated costs are shown in Exhibit A (see "GDOT Ovst" column). Should such reimbursement be necessary, the actual fees expended by each City and/or the County to cover these costs shall be determined by allocating the pro-rata share of these costs to each City and the County based upon the number of centerline miles of Project Road that City and/or County has within its jurisdictional limits.

D. CONSTRUCTION COSTS.

i. Federal aid shall be used to fund up to eighty percent (80%) of the cost of construction of the Project Roads. For Fiscal Year 2019 the Federal Aid expenditure on Project Roads shall not exceed $2,896,311. For Fiscal Year 2020 the Federal Aid expenditure on Project Roads shall not exceed $3,113,444. The remaining twenty percent (20%) of the cost of Project Roads plus one hundred percent (100%) of any costs in excess of the maximum federal aid expenditure described in this paragraph, shall be paid by the City/County in which the Project Road lies. All federal aid shall be distributed for Project Roads among the Cities and/or County according to the cost estimates listed in Exhibit A attached hereto.

ii. City and/or County construction costs, including but not limited to those required for the twenty percent (20%) match, plus any construction costs above the approved federal-aid match, shall be one hundred percent (100%) paid by the City or County having the Project Road within its jurisdictional limits.

iii. All construction costs shall be tracked and invoiced based upon the Project Road.

2.

SCOPE OF AGREEMENT

A. The limits and scope of the work anticipated by the terms of this agreement shall not be increased or expanded.

B. Fayette County shall advertise for bids, award construction contract to the contractor, and administer the contracts for the implementation of the road resurfacing project. The projects shall be administered and delivered following the GDOT Plan Development Process.

C. Each City and the County shall be individually responsible for the following activities for and within the limits of its own jurisdiction:

i. Execution of contracts, agreements and related documents required for the Road Projects;

ii. Preparation of road logs;

iii. Providing Right-of-Way certification;

iv. Providing Materials Quality Assurance Forms;

v. Providing ADA compliance letters;

vi. Designating areas and quantities for patching and milling;

vii. Providing notification to their citizens;

viii. Serving as "Owner" for work within their jurisdiction; and

ix. Performing the final inspection and acceptance of the work.

D. All parties agree that the selected Contractor shall be responsible for all construction activities, including but not limited to the following:

i. Traffic Control;

ii. Patching and/or Full Depth Reclamation (FDR);

iii. Single surface treatment;

iv. Milling - variable depth;

v. Tack (bituminous);

vi. Paving (9.5 mm Type 2 or other);

vii. Hauling;

viii. Temporary Striping;

ix. Thermoplastic Striping & Reflective Pavement Markings (RPMs);

x. Grading (shoulder filling); and

xi. Permanent Stabilization (grassing, fertilization, matting, mulch, etc.).

E. Fayette County's project manager shall work in conjunction with Croy Engineering to ensure all preconstruction engineering (PE) requirements are identified and completed in a timely manner. This may include written and verbal communication with the City of Fayetteville, Peachtree City, the Town of Tyrone; GDOT; ARC and any other necessary party.

3.

DISTRIBUTION OF EXCESS FUNDS

Each City and/or the County shall be responsible for a minimum of twenty percent (20%) of the cost of construction of the Project Roads. within its jurisdictional limits, regardless of the actual construction costs. Should extra federal funds become available from one or more Project Roads, they may be reallocated to Project Roads where actual costs are running above previously estimated costs. If required, the allocation shall be equitable among the Cities and/or County impacted by the unanticipated cost increase.

4.

CONSULTING FEES

Consulting fees will be charged on a time and material basis. These fees will be invoiced in accordance with the provisions of Paragraph 7 and may include, but are not limited to:

A. Completion of Preconstruction Engineering (PE) activities;

B. Development of Bid Package and Specifications;

C. Bidding assistance;

D. Construction management; and

E. Construction Engineering and Inspection (CEI) services.

5.

COST ESTIMATES

The fees shown in Exhibit A are estimates of the project costs. Actual costs/fees may be more or less than shown therein. Fayette County shall notify each City before costs are incurred that exceed the estimated values set forth in Exhibit A.

6.

TITLE

A. The Cities and the County agree that the roads or road segments identified in Exhibit "A" are part of the road systems of the listed City or County and, as such, shall be completely and solely within the jurisdiction and control of the City/County listed on Exhibit A. The resurfacing of the roads within any City/County is at the direction of the City/County listed in Exhibit A. No City/County assumes any interest in the title of any portion of the Project Road outside of that listed in Exhibit A. Under no circumstance shall any portion of any Project Road within a City be deemed a County road. Unless otherwise agreed, the maintenance and repair of the portion of the Project Road(s) within any City, other than the roadwork contemplated herein, shall be the sole responsibility of the City/County listed in Exhibit A.

B. The Cities and County warrant that they own or have rights to resurface the portion of the Project Road(s) within the limits of the Cities/County and further warrant that the performance of work on the portions of the Project Road(s) within the Cities/County will not violate any restrictions, covenants, local or state law.

7.

INVOICING

Upon completion of the road work, the County will invoice the appropriate City for its share of the costs as set forth above and in accordance with Exhibit A and Paragraph 1 of this agreement. Each City shall submit the payment due within thirty (30) days of receipt of the invoice from the County.

8.

INDEMNIFICATION

To the fullest extent permitted by law, the Cities agree to and hereby do defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the work associated with the Project Roads set forth in Exhibit A, and which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Cities and their officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the City that arise out of, or result from, the work associated with the Project Roads set forth in Exhibit A, and which are not incurred or suffered due to the negligence of the City.

9.

CONFLICT BETWEEN TERMS

Any additional terms and conditions which may exist between the parties may be found in Exhibit "A." To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit "A," the parties agree that any terms and conditions in Exhibit "A" supersede any terms and and conditions within this Agreement.

10.

ENTIRE AGREEMENT

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

SEVERABILITY

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

12.

CHOICE OF LAWS

This agreement shall be construed, controlled and enforced in accordance with the laws of the State of Georgia. Any and all disputes arising out of or in any way related to this Agreement shall be submitted to the State or Superior Court of Fayette County Georgia and the parties expressly consent to the venue and jurisdiction therein.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first above written.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

By:______________________________
Randy Ognio, Chairman

Attest:

____
Tameca P. White, County Clerk

Approved as to form:

____
County Attorney

TOWN OF TYRONE

(SEAL)

By:______________________________
Eric Dial, Mayor

Attest:

____
Dee Baker, Town Clerk

Approved as to form:

____
Town Attorney

(SEAL)

CITY OF PEACHTREE CITY

By: ______________________
Vanessa Fleisch, Mayor

Attest:

____
Jonathan N. Rorie, City Manager/City Clerk

Approved as to form:

____
City Attorney

(SEAL)

CITY OF FAYETTEVILLE

By: ______________________
Edward J. Johnson, Jr., Mayor

Attest:

____
Anne Barksdale, City Clerk

Approved as to form:

____
City Attorney

IGA EXHIBIT A

Fayette County Resurfacing Program FY 2019 (GDOT PI 0016058)

Street	Length (Miles)	Local PE[1]	Local CEI[1]	Local CST[2]	Local GDOT Ovst[3]	**Local Total**	Federal Aid CST	**CST Total**	**Project Total**
Fayetteville Roads									
Grady Avenue from SR 85 to SR 54	0.93	$6,111	$22,365	$45,678	$930	$75,083	$182,710	$228,388	$257,794
Fayetteville Totals	*0.93*	*$6,111*	*$22,365*	*$45,678*	*$930*	***$75,083***	*$182,710*	*$228,388*	*$257,794*
Fayette County Roads									
Sandy Creek Road from SR 74 to City limit	4.24	$27,860	$79,450	$187,653	$4,240	$299,203	$750,613	$938,266	$1,049,816
Peachtree Pkwy from Redwine to City limit	0.35	$2,300	$13,180	$34,462	$350	$50,291	$137,847	$172,308	$188,138
Hampton Rd from SR 92 to County line	0.93	$6,111	$23,485	$54,825	$930	$85,351	$219,299	$274,124	$304,650
Fayette County Totals	*5.52*	*$36,270*	*$116,115*	*$276,940*	*$5,520*	***$434,845***	*$1,107,759*	*$1,384,699*	*$1,542,604*
Peachtree City Roads									
Robinson Road from SR 54 to City limit	5.00	$32,854	$96,115	$401,461	$5,000	$535,429	$1,605,842	$2,007,303	$2,141,272
Peachtree City Totals	*5.00*	*$32,854*	*$96,115*	*$401,461*	*$5,000*	***$535,429***	*$1,605,842*	*$2,007,303*	*$2,141,272*
FY 2019 Totals	11.45	$75,235	$234,595	$724,078	$11,450	**$1,045,358**	$2,896,312	$3,620,390	$3,941,670

PE = Preconstruction Engineering; CEI = Construction Engineering & Inspection; CST = Construction; Ovst = Construction Oversight

1 - Costs are NTE based on written quote; 2 - estimates, actual cost to be based on quote; 3- estimate, actual cost based on GDOT charge

Fayette County Resurfacing Program FY 2020 (GDOT PI 0016083)

Street	Length (Miles)	Local PE[1]	Local CEI[1]	Local CST[2]	Local GDOT Ovst[3]	**Local Total**	Federal Aid CST	**Total CST**	**Project Total**
Fayetteville Roads									
Beauregard/Redwine Roads from SR 85 to City limi	2.24	$20,413	$43,520	$119,376	$2,240	$185,548	$477,503	$596,879	$663,052
Fayetteville Totals	*2.24*	*$20,413*	*$43,520*	*$119,376*	*$2,240*	***$185,548***	*$477,503*	*$596,879*	*$663,052*
Peachtree City Roads									
Peachtree Pkwy South from SR 54 to City limit	4.40	$40,096	$87,390	$573,985	$4,400	$705,871	$2,295,941	$2,869,926	$3,001,812
Peachtree City Totals	*4.40*	*$40,096*	*$87,390*	*$573,985*	*$4,400*	***$705,871***	*$2,295,941*	*$2,869,926*	*$3,001,812*
Tyrone Roads									
Tyrone Road from Anthony to Handley Rd	0.81	$7,381	$28,570	$85,000	$810	$121,761	$340,000	$425,000	$461,761
Tyrone Totals	*0.81*	*$7,381*	*$28,570*	*$85,000*	*$810*	***$121,761***	*$340,000*	*$425,000*	*$461,761*
FY 2020 Totals	7.45	$67,890	$159,480	$778,361	$7,450	**$1,013,181**	$3,113,444	$3,891,805	*$4,126,625*

PE = Preconstruction Engineering; CEI = Construction Engineering & Inspection; CST = Construction; Ovst = Construction Oversight

1 - Costs are NTE based on written quote; 2 - estimates, actual cost to be based on quote; 3- estimate, actual cost based on GDOT charge

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **Jonathan N. Rorie, City Manager**

DATE: **April 6, 2020**

SUBJECT: **Appointment of Temporary City Clerk**

As a personnel action, it is the responsibility of the City Council to appoint the City Clerk. **Section 2.14. – City Clerk** of our City Ordinances reads:

> *The City Council shall appoint a City Clerk who shall not be a councilmember. The City Clerk shall be the custodian of the official City seal and City records; maintain City Council records as required by state law or by ordinance; and perform such other duties as may be required by the City Council. The City Clerk shall report to the City Manager and shall be subject to all of the rights, privileges, and obligations of the City's personnel policies; however, the City Clerk can be terminated or removed from such position only by the City Council. The City Council may appoint the City Manager to serve as the City Clerk.*

Therefore, it is my recommendation that the City Council appoint the City Manager, as the City of Peachtree City's temporary City Clerk effective Tuesday, April 7, 2020.