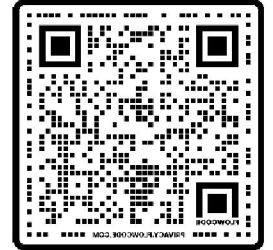




CITY COUNCIL OF PEACHTREE CITY
REVISED MEETING AGENDA
MARCH 16, 2023
6:30 p.m.

Peachtree City
Mayor & City Council
Kim Learnard, Mayor
Phil Prebor, Mayor Pro Tem
Mike King, Post 2
Clinton Holland, Post 3
Frank Destadio, Post 4

SCAN FOR AGENDA PACKET



- I. Call to Order
- II. Pledge of Allegiance and Moment of Silence
- III. Presentations
 - 1. Peachtree City's Anthology of Personal Essays (J. Prouty, Library Director)
- IV. Announcements, Awards, Special Recognition (Wayne Fowler)
 - 1. American Legion Post 50
 - Law Enforcement Officer of the Year, Officer Zachary Pye
 - Fire Fighter of the Year, Fire Fighter Edward Russman
- V. Public Comment
- VI. Agenda Changes
- VII. Minutes
 - 1. February 16, 2023, Meeting Minutes
- VIII. Consent Agenda
 - 1. FY2023 Budget Amendment- Reclassification of Municipal Court Position
 - 2. FY2023 Budget Amendment – CERT Grant
 - 3. Consider Citizen Engagement Tool - Zencity
 - 4. Approval of Contract to Sell Property to Gerresheimer
 - 5. Consider Compact Skid Steer Loader Replacements
- IX. Old Agenda Item
 - 11-22-02 Request to Continue the Recruitment Sign-On Bonus through August 2023 (Brown)
 - 02-23-05 Ordinance #1206 & Policy 4-07- City Council Meeting Procedures and Rules (Curnow)
 - 02-02-23CA1 Design of State Route 54/74 Upgrades (Borkowski)
- X. New Agenda Items
 - 03-23-01 TIP Paving Intergovernmental Agreement (Borkowski)
 - 03-23-02 Consider Bid for Pedestrian Beacon – N. Peachtree Pkwy/Kedron Boat Dock (Borkowski)
- XI. Public Hearings
- XII. Council/Staff Topics
 - 1. Unified Development Ordinance Kick-Off Presentation (Glenn Coyne, GMC)
 - 2. 1st and 2nd Ordinance Readings (Destadio)
 - 3. Policy 8-14 Public Comment Guidelines (Destadio)
 - 4. ~~Robinson Road Traffic Bollards~~ Requested by Mayor (Learnard)
- XIII. Executive Session



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XIV. Adjourn

**City Council of Peachtree City
Meeting Minutes
Thursday, February 16, 2023
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, February 16, 2023. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council members attending: Frank Destadio, Clinton Holland, Mike King, and Phil Prebor.

Announcements, Awards, Special Recognition

Learnard reported that an online news source called Crossroads Today had named Peachtree City the Safest Town in Georgia. She asked Council and the audience to thank the Police Chief and the Fire Chief along with all the Public Safety personnel for their work.

Public Comment

Lynn Frow said she protested Council's attempt to control her voice. She told them they were elected to preserve health, safety, welfare, and morals, but it was immoral for them to silence what she had to say about her city because they did not want to hear it. Frow stated Council worked for citizens, and the time limit for public comments was ludicrous. At the December 15 meeting, she recalled, just one citizen signed up to speak and was given two minutes. She asked for and was denied an extension. She told Council she was not sure they had the best interests of Peachtree City at heart, and they could not have her voice.

Margaret Ross had signed up to speak but waived her turn.

Suzanne Brown asked Council to adopt an ordinance to allow people to keep chickens in their yards. She noted that hens would lay eggs, eat insects, and did not crow like roosters.

John Dufresne said he had researched golf cart registration revenues. Fiscal year 2015 required registration renewals only for non-resident golf carts, and it appeared the City either improperly accounted or underreported revenue from registration fees by about \$12,000.

At the October 15, 2015 meeting, two weeks after the fiscal year ended, the City Clerk reported there were 11,447 golf carts registered; 10,399 belonged to residents and 1,048 to non-residents, plus 300 Tyrone golf carts that used the path system by reciprocal agreement. The annual registration fee for non-resident carts at that time was \$72—a \$12 registration fee plus \$60. Given 1,048 golf carts at \$72 per cart, the City should have collected \$75,456 from non-resident registrations. New resident registrations and other fees would have brought in additional income. Dufresne said the total reported was \$63,430, which was \$12,026, or 16%, short of what non-resident registrations should have been.

He commented that it did not appear that the City had internal controls in place to account for golf cart registration fee revenues in accordance with generally accepted accounting principles.

Agenda Changes

None

Minutes

February 2, 2023, Regular Meeting Minutes

King moved to approve the February 2, 2023, Regular Meeting Minutes. Destadio seconded. Motion carried unanimously.

Consent Agenda

- 1. Award 130 Braelinn Court Stormwater Pipe Replacement**
- 2. Award North Peachtree Parkway Drainage Improvements**
- 3. FY23 Budget Amendment – Insurance Reimbursement – Medic 82 repairs**
- 4. FY23 Budget Amendment- Sponsorship Acceptance- Father/Daughter Dance**

Destadio moved to approve Consent Agenda items 1-4. Prebor seconded. Motion carried unanimously.

Learnard expressed thanks to Mahaffey and Linkous Orthodontics for a \$1,000 donation to fund the father/daughter dance.

Old Agenda items

None

New Agenda items

02-23-04 Budget Amendment- American Rescue Plan Funds Reallocation

City Manager Robert Curnow said the American Rescue Plan Act (ARPA) was passed by Congress in March, 2021, and Peachtree City received approximately \$13.5 million. There were some strict guidelines at the beginning about how the money could be used, but as time went on the Federal government allowed several ways for governments to reinvest in themselves to pay for lost wages during COVID or things along those lines. In addition, money was put into the Water and Sewerage Authority (WASA), storm water, vaccine incentive, and so on.

Staff was requesting that \$3.9 million of the money originally designated for storm water be reallocated to general projects where it could be used for facilities maintenance in a plan that staff currently was working on. Taking this money would leave storm water with a proportionate amount of money with which to do business, Curnow remarked, noting they were self-funded through storm water fees and had sufficient money to finance projects for a couple of years.

Destadio said he wanted to make sure this went towards maintenance, and Curnow said it would, adding that ARPA money had a time limit on when it could be allocated and spent and moving this from storm water put them in a better spot to meet the deadline, which Destadio said he understood to be used by 2026.

Holland asked if any of the maintenance funding would be used for recreation facilities? The facilities maintenance plan staff was working on would tell them the best place to put this money, Curnow replied, and they were looking at every physical asset the City had and bring back a priority list. Would that come back to Council? Holland inquired, and Curnow said they would have conversations with Council about how it would be spent.

Destadio moved to approve New Agenda item, 02-23-04, Budget Amendment- American Rescue Plan Funds Reallocation. King seconded. Motion carried unanimously.

02-23-05 Ordinance #1206- City Council Meeting Procedures and Rules

Curnow said this ordinance regulated who could add items to City Council meeting agendas. The current ordinance allowed for anyone to place an item on the agenda, but in order to streamline the process, he proposed amending the ordinance and limit it to the City Manager, the City Attorney, Council, or the Mayor. This allowed residents to have meaningful discussions with their elected officials and possibly bring those items to the City Manager before it got to the point where they had to take a vote or do something extreme, he commented. It gave them a chance to rectify or remedy those situations in advance.

Did other cities have a similar policy? Holland asked. Curnow said he asked the City Clerks to reach out to other nearby cities and to the Georgia Municipal Association (GMA). He read a list of the entities they heard back from, saying they all were doing what this ordinance was proposing: Fayette County, Fayetteville, Newnan, Tyrone, Brooks, Brookhaven, Fairburn, South Fulton, Suwannee, Sandy Springs, Carrollton, Covington, Cochran, Jackson, and Milton. They all had language in their ordinances saying the entities that added items to Council agendas were as such: the City Manager, the City Attorney, or Council. In some regards, these cities were a little more strict; it might fall only to the Mayor or require two Council members to come to an agreement based on what citizens had brought to them.

Again, he said, their recommendation was to limit this to the City Manager, City Attorney, the Mayor, or anyone on the Council and allow them to bring forward any items that they saw fit.

King said he first saw this on Monday and reflected that when they were looking at changing an ordinance, they generally had more than three and a half days to consider it. He was concerned that they did not have a replacement for a citizen to bring redress, saying the process outlined in the ordinance was cloudy to him. Voting on something they normally took two weeks to consider did not sit well with him, he stated.

He also noted that he had been on Council for nine years and could recall just three times that a citizen had placed an item on the agenda, and one of them was tonight. He said the system was not broken, so there was no reason to adopt an ordinance to fix it.

Prebor asked how many cities that they reached out to did allow citizens to put items on the agenda? None that replied, Curnow told him. They did have opportunities for public comment, which Peachtree City had, and any item that would come forward went before one of the three entities named before it could get a place on the agenda. Prebor asked how many governments responded? and Curnow said 15. Prebor said he agreed with King that this was quick to be voting on.

Destadio said he, too, was concerned when he first read this, mentioning the First Amendment and also saying he did not think he had enough facts about what was going on. He said he understood the City Manager's explanation about giving staff time to investigate an issue if someone wanted to put it on the agenda. Staff could do some background work for the Council, including investigating the cost and the impact to the rest of the City. They would then pass this information on to Council so they could make an intelligent decision. It was helpful to learn what other cities did.

Also, Destadio continued, no one was denying a citizen their rights. They were just saying that someone else had to look at it and say "yes" to putting it on the agenda. It did not mean just the Mayor; it could be any one of them. If one out of the five Council Members did not agree, he asked, was it really

worth doing? That did not take away anyone's rights as a citizen, it just meant someone else had to agree it was worth the time to take a look.

He reminded the citizens that they still had a right to come up and speak, but they elected the Council to be their representatives. He noted that he had spent a lot of time this week trying to help an individual who had water problems in his yard. He had another meeting scheduled with another citizen about another issue. All of the Council would say they worked with citizens all the time. Citizens were able to speak their minds, and Council did listen, Destadio remarked, but that did not mean everyone should be able to add something to the agenda. However, if one member of Council thought an item should be added, then okay.

Learnard noted they were not elected from districts; each Council person was elected by and represented the entire city, and a citizen could call on any one of them. If the Council Member deemed it worthy to be on the agenda, then it would go to the City Manager. This change would bring Peachtree City in line with standard best practices. She did not know of any city that allowed a citizen to request a topic be added to the agenda. The reason was that, quite often, staff was already on it. They had the means and the manpower in the background to research these topics. Maybe it had already been researched, and they had declined to put it on the Council agenda for any number of good reasons.

Learnard said she would speak for her fellow Council Members in saying they all read their emails. They had put together a communications team this year and were reaching out in every way possible. She cited the information sessions being held regarding the Special Purposed Local Option Sales Tax (SPLOST). All five of the Council Members were there to help citizens, she continued, reporting that she was constantly meeting with citizens to talk over issues.

This change, Learnard remarked, represented a more generous way to get something on an agenda than most other cities in the state in that only one Council Member could bring it to the City Manager for inclusion on the agenda. This was what the City Manager recommended as far as best practices; she thought was a reasonable policy and was 100% in favor.

Holland said Peachtree City was a special place. He asked if they should let the sleeping dog lie? Was there a real problem? Holland asked, noting that King could only remember two incidences. He preferred to think of Peachtree City as a leader, not a follower. He recalled the awards Peachtree City had received and said he believed they would continue on this path, so they should be careful about what they changed.

He expressed doubts if this was the right thing for Peachtree City at this time, but if it was passed, they needed to lengthen the amount of time between the introduction and when it hit the Council agenda in order to give them time to do the research, talk to other Council Members, and let staff do their jobs. He said again they should let the sleeping dog lie.

King said he needed more time, if he was going to vote to approve this. At the very least, he thought they should take a hard look at it to ensure there was an avenue for citizens to seek redress. He said that would come to light in the next item from some of the things he knew from investigation earlier in the week. King said he would like to table this at least until the next meeting.

Were there any time constraints? the Mayor asked, and Curnow said there were not. This was part of the process he was going through to look at policies that might be outdated. There were quite a few that staff was working on and would be coming before them later. It was just a process to put them in line with best practices.

Prebor said he had one final comment: if you could not get one of the five people on Council to at least listen, maybe your issue did not need to be on an agenda. He recalled that the former City Manager had turned down quite a few people who had requests of various types. Prebor agreed that they needed to create the best practices in everything they did, and he would be interested in learning about what was done in even more cities.

King moved to table New Agenda item 02-23-05, Ordinance #1206- City Council Meeting Procedures and Rules, until the second meeting in March. Destadio seconded. Motion carried unanimously.

02-03-06 Redistricting Voting Precincts County-wide

This was placed on the agenda by citizen Suzanne Brown, and the Mayor told her it was a vastly important issue and that she had brought a lot of important concerns to light. Learnard asked Curnow to explain what the City's research had produced.

He said staff had reached out to Fayette County Elections Superintendent Brian Hill, and he had personally talked with County Administrator Steve Rapson to express the need to stop some Peachtree City residents from having to go to a separate voting site for municipal elections. The County was aware of this issue, he said, and were working with the State Reapportionment Office. He said they would get back to the City when they had further information.

On Monday, King reported, he talked to Elections Board Chairman Darryl Hicks who explained the situation was complicated because Fayette County and Peachtree City had been divided into three State legislative districts, making it difficult to organize the precincts. There were Federal laws to look at as well as State legislative actions. Hicks told him it was their top priority to get these precincts hashed out so some voters did not have to visit two precincts on election day in order to vote in City elections. King said Hicks guaranteed him that it would be fixed this year, and King noted there was a City election coming up in the fall. The real test would be in 2024 with the National and State elections.

Brown began by explaining that when an elector registered to vote, they were assigned a County precinct number and a Municipality precinct number. Having those two different was what created this problem of some residents having to vote in two places.

She thanked Council for considering her request and noted that she had spoken several times at recent meetings about the December 6 special runoff election voting for the 2,380 Peachtree City citizens living in the Rising Starr county precinct, the 14 residents in Dogwood, and the 17 in Whitewater. Each of those 2,411 residents were assigned to a County voting site with a poll location outside the City boundary and a municipal location inside the Peachtree City city limits. If they voted on election days in November and December, they had to go to two separate poll locations.

Of the 607 voters who cast a ballot for the Senate runoff at Rising Starr Middle School, only 162 voters went to Braelinn Elementary to vote in the Peachtree City Special Municipal runoff. This was 26.7% of those who voted in the Senate race, and Brown said it was a significantly low number compared to

the rest of Peachtree City. She was glad Council agreed with her that this needed to be fixed. But how?

She and her group had created a spreadsheet that showed the three impacted precincts where voters should be shifted to line up with their municipal polling location. But, Brown continued, the Board of Elections, at their January 24 meeting, discussed re-drawing the precinct lines and boundaries for all Fayette County precincts, reducing the number of County precincts from 36 to 19, and finalizing the changes this summer. The Board of Elections said they had 2020 Census data, an old redistricting proposal from when Floyd Jones was Elections Superintendent prior to 2021, and a list of poll locations that they would like to cease using for a variety of reasons.

About one-third of all Fayette's registered voters lived in Peachtree City, Brown commented, so it seemed advisable that Peachtree City have input in the redistricting process and to request that new County precincts align with the new Peachtree City precincts and have the same polling location. She said the next Board of Elections meeting was scheduled for February 28, which put a time constraint on Peachtree City to act.

She referred to election laws, pointing out that OCGA 21-2-262 and OCGA 21-2-261 outlined the City's authority to determine municipal precincts, while the County controlled County precincts. Without input, municipalities might not get what was best for their citizens. She noted that Fayette County had had the same precincts for more than 19 years, and it was likely the people in power had never done redistricting before so they needed oversight.

Brown said she had sent Council a proposed resolution that outlined the issue and concluded with "Be it therefore resolved that the City Council of the City of Peachtree City does hereby formally request that the Fayette County Board of Elections confers with the representatives of the City of Peachtree City, ensures all residents of the City of Peachtree City are assigned to a Fayette County precinct and Municipal precinct with a polling location that is 'one and the same' for both precincts and it is inside the City of Peachtree City boundary."

She told Council this was a realistic request after what occurred in 2022, but if they chose not to send this resolution, please do not just do nothing. She asked them to make changes to the resolution or send something to assert their concerns for their citizens. Had the Fayette County Board of Elections shared Floyd Jones' proposal? Brown asked. Had they told them they planned to reduce the number of County precincts to 19 and number of Municipal precincts to six? Had they told them they had the right to draw the municipal precinct lines? She said she suspected they had not, but it had been more than three weeks since they announced their plan. Only two citizens were at that meeting, Brown went on.

Their rights to establish precinct lines and locations were outlined in State law, she continued, but the issue in 2022 was related to the Fayette County precinct. She had received the old plan the County intended to use, and she said she did not think it was good for the County or for Peachtree City. An IT expert with the Fayette County Chapter of the United States Election Integrity Project created her spreadsheets, and Brown said they could do further work if Peachtree City shared information.

Also, she said she hoped Council would vote to sign the resolution, then share it with the other municipalities in Fayette County and encourage them to submit their own resolutions.

Prebor said he was one of the voters who had to go to two locations, and it was good to hear the County was working on it.

Destadio said he talked with the City Manager and the City Clerk about Brown's spreadsheet several weeks ago and was told upon repeated inquiries that they were waiting for the attorney to look at it. However, the resolution that Brown proposed, in light of what they now knew after King's and Curnow's discussions with the County, might be a little more than what they needed. Destadio said he would like to see a letter from the City Manager to formalize Council's request involving these precincts. It could include some of the questions Brown had asked.

Holland said he had similar feelings. He would like to get this done before the fall election. He also said he liked the idea of Peachtree City having input in the drawing of new voting precincts.

They probably should get actively involved in the drawing of the City precincts, King remarked, adding that it was long overdue.

Citizens were very deep in research, Learnard remarked, and so was staff. She asked Curnow how they could assert their concerns to the Board and make sure they were getting informed on a regular basis? He again said the County was looking into this and understood it was not only a Peachtree City problem. The County Administrator stressed that there were a lot of legalities in drawing new district lines and collapsing precincts so as to not to put voters in a disenfranchisement position of taking a precinct that was close to them and making it more difficult for them to get to. There were a lot of challenges.

If Council would like staff to draw up a letter with their intent, he could send to the Elections Board. He said he agreed with King that it would be a good idea for the Mayor or a Council Member to get involved and work on it from that side while staff continued working on the other side.

Should someone attend the meeting on Tuesday? Destadio asked. King said he would go. The Mayor said she felt responsible to the citizens, and Council owed them answers. They would look to staff to keep them informed on a more regular basis.

Destadio asked if they should vote on this? Learnard said they had instructed the City Manager to prepare a letter and keep them informed.

Holland said they might have questions, and it would be good to go directly to the City Manager with them. He also said he would encourage citizens to come to Council and tell them what they should be asking.

Public Hearings

02-23-07 Ordinance #1207 - Reinstating the Planning Commission Public Hearing

Planning and Development Director Robin Cailloux said this was a text amendment initiated by City Council to reinstate the public hearing function to the Planning Commission. Historically, the Planning Commission had held public hearings for rezonings, but that function was removed in 2021 after concern that rezonings might be considered quasi-judicial proceedings. However, House Bill 1405, the Zoning Procedures Act, was passed and it clarified what were considered quasi-judicial functions and

stated that rezonings were legislative functions. The Planning Commission held a workshop on this and were unanimously in support of restoring the public hearing, Cailloux stated.

The Mayor opened the public hearing.

Suzanne Brown said she was in favor of giving back the vote to the Planning Commission. Council learned a lot about the issues when the Planning Commission voted. She said when the Planning Commission was stripped of its vote, citizens were told that only one public hearing could be held. But the law said that at least one public hearing must be held, not that a second hearing could not be held. She noted that Peachtree City was the only city to take away their Planning Commission's vote.

She recalled that the Planning Commission voted unanimously against the Governor's Square rezoning, then City Council voted unanimously to approve the rezoning, which she said made them look foolish. Council then stripped the voting rights from the Planning Commission, she remarked, saying to her it looked like retribution. She wanted to see a numeric tally of how the Planning Commission voted and mused that she was often the only citizen who regularly attended their meetings. The Planning Commission was a valuable resource to Council, and Brown said she was surprised it took this long to correct this issue.

Elena Perez said she agreed with Brown. She stated she had written to Council in the past about the Livable Centers Initiative (LCI), saying most people did not move to Peachtree City for that. They wanted to get away from Atlanta and not see more apartments and loss of greenspace.

The Mayor reminded her that the topic was reinstating public hearings for the Planning Commission.

They needed to reinstate the public hearing because it was easy to get away from what they needed to be looking at and from the original plan of the city, Perez went on. It should be a collaborative effort.

Rob Hale said he agreed. It was important for citizens to have the opportunity to express their thoughts and the Planning Commission to have a vote. He thought Council would like to have more input, as well.

No one else wished to speak, either in favor or opposition, and the Mayor closed the public hearing.

Destadio said he had been a proponent of this for a long time. The Planning Commission had in the past held workshops at the end of their meetings, and he said they were beneficial for people to voice their concerns and to work out details. When workshops took the place of the public hearing, he said he found it confusing to citizens, at least at first. He also felt it was good to have two public hearings to give citizens more opportunities to have input. If you missed the Planning Commission meeting, you could go to the second public hearing before City Council.

Prebor commented on Brown's statement that they looked foolish after the Governor's Square vote. The Planning Commission did vote it down 0-5, but they also gave recommendations that the developers took into account, such as the number of entrances. That is why Council approved it 5-0. He also verified that the Planning Commission could no longer be held legally liable, which was the issue before.

Holland commented that there were some very capable people on the Planning Commission. Their comments were insightful, and they understood how important their role was. He was in favor of this.

King said the law had changed, so they needed to do this. He recommended Destadio make the motion since he served on the Planning Commission for 11 years.

Destadio moved to approve Public Hearing item, 02-23-07 Ordinance #1207 - Reinstating the Planning Commission Public Hearing. Prebor, saying he, too, had served on the Planning Commission, seconded. Motion carried unanimously.

02-23-08 Variance Request – 319 N. Peachtree Parkway – Front Yard Fence Requirements

Cailloux showed the location on a zoning map, off North Peachtree Parkway. It was one of the few houses that shared a driveway. The owners would like to put a six-foot tall brick wall in their yard, but the house and existing wall was built in 1983 and the front fence ordinance had changed since then to dictate that a front fence had to be opaque, and it had to be no more than four feet. They were asking to complete the wall across the front at six feet, adding about 60 feet to the existing 300-foot-long wall to connect to an existing side fence.

Property owner Steve Balaam noted that the wall was built when the house was constructed, but the remaining part was left as chain link and barbed wire fencing, which they did not find acceptable. He said this was actually on the side of the house. Since the cart path was put in, there was a lot more visibility to the cart traffic, he remarked, particularly at night when the lights were shining in. The wall would eliminate that and also help reduce noise from the path. The wall extension would complement what was already at the front of the property, where Balaam said, they had put a lot of effort into landscaping.

The Mayor opened the public hearing. Suzanne Brown said she normally was not in favor of approving variances, feeling they were there for a reason, but this wall had a 40-foot history, and she could not find a reason that they should disapprove this.

No one else wished to speak, and Learnard closed the public hearing.

Destadio said he lived near this area, and he took his golf cart down the new path to see what the impact was on this property at night. It was basically a perpendicular wall going up Interlochen, and the headlights went right into Balaam's yard. He said this wall would be a nice addition to what the Balaams had already done in their yard. He, too, was not always agreeable to variances, but thought this one improved the property a great deal.

Holland said he looked at variances as either needs or wants, and this was needed because of the lights from the path traffic. He suggested to Balaam that some additional shrubs and trees would also afford privacy.

Prebor thanked Balaam for his efforts to improve the property, saying he was in favor.

King moved to approve Public Hearing item 02-23-08, Variance Request – 319 N. Peachtree Parkway – Front Yard Fence Requirements. Prebor seconded. Motion carried unanimously.

02-23-09 Variance Request- Westpark Walk Shopping Center Signage

This was a sign variance, which had different review criteria than a zoning variance, Cailloux reported. The property was at the intersection of SR 54 and SR 74, and the Georgia Department of Transportation (GDOT) would be purchasing some of this property for a new right-of-way as part of the displaced left turn (DLT) project. Some of Westpark Walk's signs were in that area, and they would like to erect new signs on their property. Cailloux noted that the GDOT project was scheduled to go out for bid in October.

Westpark wanted to replace the existing signs so they would be visible from SR 54 and SR 74. She showed a graphic that illustrated how a change in grade meant the sign would need to be higher in order to be visible from the highways. The ordinance set a maximum height of five feet for monument signs, and the applicant was requesting sign heights of 18 and 19 feet. The portion visible from the highways would then be five feet above the top of the future retaining walls.

The sign variance criteria included a statement that visibility must be impaired by a number of things, but in this case it was natural features, which would be the grade. Another criterion was that placement of the sign elsewhere would not remedy the visual obstruction. The obstruction could not be created by the owner, and the remedy could not create a safety hazard. There was a condition that if relief was granted, it must be the minimum relief necessary to overcome the hardship.

Staff had a couple of concerns which the applicant could not control. One regarded timing and the other was the possibility of field conditions changing during construction. For instance, the retaining wall could be foot taller or a foot shorter. She wanted the sign to be built after they knew the existing conditions. It should not be built before construction started because that would mean there would be a 20-foot-tall sign sticking up for a while.

Staff proposed two conditions if Council approved the variance:

- The top of each new sign should be no more than five feet above mean sea level (MSL) elevation of the nearest adjacent retaining wall.
- A sign permit be required for each sign.

Attorney Rick Lindsey represented the applicant and also introduced the civil engineer, who could answer technical questions. He said they agreed with the conditions and had no plans to build the sign until all the work was completed. They just wanted to get the base tall enough so the sign looked the same as it did today.

Learnard opened the public hearing. No one wished to speak either in favor or in opposition, and she closed the hearing.

Prebor said the request made sense, while Destadio asked Lindsey to confirm that they were not going to start construction until the project was finished. Lindsey said it would not start until the retaining walls were built and GDOT was finished because they would be afraid the signs would be damaged. Destadio said that answered his concern that this was premature.

City Attorney Ted Meeker said the motion should include the conditions.

King moved to approve Public Hearing item 02-23-09, Variance Request- Westpark Walk Shopping Center Signage with the recommended conditions. Prebor seconded. Motion carried unanimously.

Council/Staff Topics

Curnow said he would be hosting the first-ever Coffee and Conversations with the City Manager on February 24. Council noted this was a good idea.

Holland said he would not be present for the next meeting; could they reschedule? The Mayor said his absence would be fine.

Holland went on to say that he had been talking about the SR 54/74 intersection and its problems since last August, and he thought it was an awful solution to a multi-faceted, complex problem that had been kicked down the road for the last two decades. He said the current project did nothing for SR 54. It did do some things for 74, and he understood it was all controlled by the State. But it was a prominent issue for citizens, and it was time the buck stopped at this City Council, he stated.

He asserted that the DLT would do nothing to help traffic on 54. There were some other complicating issues of turning right on 74 from 54 when there was a green light on northbound 74. This caused "block the box," which meant westbound traffic would not go very far from 54 because traffic was stacked up.

Holland said he recently asked the City Manager to contact GDOT to ask if there was any way they could amend, modify, or cancel this project. He said Curnow replied that as long as they had a majority on Council, they could do what they wanted with that intersection. He said he was working on an agenda topic that he would like to submit to City Council, calling for an open discussion on the project for 54/74. He pledged to have a presentation ready shortly, hopefully within the next month.

There were three engineers on Council, he pointed out: Learnard was an electrical engineer; Destadio, a civil engineer, and he was a chemical and environmental engineer. They had a lot of experience in their disciplines.

At this point, the Mayor asked him to stop. She said she and Curnow spent three hours the previous Friday at the GDOT offices and would be happy to bring him up to speed on the history, the rationale, the status, the cost, every nuance on this project.

She then told Holland he could finish his comments. He proposed that the City Council and the City Manager request the engineers and the managers of this current GDOT project to come and talk to them.

Prebor replied that Holland was "late to the party," saying it had been an issue for the 30 years he had been in Peachtree City. Holland commented that he realized that. Prebor stated that Holland moved into town, noticed a problem, and thought he had a solution.

Holland said he did not say he had a solution; they just needed GDOT to give them an update. Learnard told him she had the update; she and Curnow spent three hours in Thomaston at the GDOT offices, and she would be happy to bring him up to speed.

There being no further business, King moved to adjourn at 7:53 p.m. Prebor seconded. Motion carried unanimously.

Martha Barksdale, Recording Secretary

Kim Learnard, Mayor

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Robert Curnow, City Manager
Ellece Brown, Director, HR & Risk Management

FROM: Paul Salvatore, Financial Services Director *PS*
Kelly Bush, Assistant Finance Director/Court Administrator *kb*

DATE: February 23, 2023

SUBJECT: Request to reclassify Deputy Court Clerk from P/T to
F/T Deputy Clerk and FY2023 Budget Amendment

March 16, 2023, City Council Consent Agenda

Recommendation

Approve the attached budget amendment and reclassification of the Municipal Court part-time Deputy Clerk position in salary grade 104 to a full-time Deputy Clerk position in the same salary grade effective, Monday 3/27/2023.

Discussion

Municipal Court has 3 full-time and 1 part-time staff positions. Over the past several years, Court has seen a significant increase in the number and complexity of cases that it processes. There is a lot of work that goes on behind the scenes in preparing for a court session and Court staff have been struggling to keep up with the increased workload and frequently work overtime as a result. This request, therefore, is to increase the part-time 25 hour a week Deputy Clerk to full-time 30 hours a week. The costs of adding an additional hour a day or five hours a week will be offset by the additional court fees currently being collected due to the increased activity.

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Budget Impact

The cost of this reclassification will be approximately \$6,100 for the remainder of this budget year. The attached budget amendment will increase both revenues and expenses in the Municipal Court department \$6,100.

CITY OF PEACHTREE CITY

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager
Paul Salvatore, Director of Financial Services
Kelly Bush, Assistant Finance Director *PS kb*

FROM: Janet L. Moon, Chief of Police *Janet Moon*

DATE: February 16, 2023

SUBJECT: FY2023 Budget Amendment – Grant Acceptance for Citizen Corp
Community Emergency Response Team Grant (CERT)

March 16, 2023 City Council Consent Agenda

Recommendation:

Accept the supplemental grant from the Georgia Emergency Management Agency (GEMA) and Homeland Security Agency (HS) in the amount of \$15,325 and the attached budget amendment to the fiscal year 2023 budget resolution.

Discussion:

The Peachtree City Police Department has been awarded GEMA/HS grant funding to enhance our community's capabilities in Homeland Security. These grant funds are used to offset the cost of the Citizen Corp Community Emergency Response Team (CERT) program. The Peachtree City CERT program was established in 2005 and since that time has successfully trained well over 1,600 adults and young adults in disaster preparedness.

The attached budget amendment also carries forward the \$15,000 balance of the FY2020 CERT Grant that was on hold due to COVID 19.

Budget Impact:

The attached budget amendment will increase both revenues and expenditures in the PD CERT Grant Fund 209 by \$30,325.00. These are reimbursement grants with no matching requirements.

Attachments: Budget Amendment.

kb: council reports/Budget Amendments for 2023

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

FROM: Robert Curnow, City Manager

DATE: March 10, 2023

SUBJECT: Citizen Engagement Tool - Zencity
March 16, 2023, *City Council Agenda*

Recommendation:

Authorize staff to execute the attached agreement for Zencity.

Discussion:

Staff continues to make strides to enhance how the city communicates with its stakeholders. Zencity was created to answer the needs of local government officials as an innovative tool to collect community input and insight solutions so that they can identify priorities and make decisions based on data.

Zencity provides real-time access to resident's feedback on the topics that matter to the city, staff, elected officials and residents. Pulling from hundreds of external and internal channels and other sources, it provides tailored solutions to plan, strategize, budget, and measure impacts across every department in the city. This citizen engagement tool will help improve transparency by leveraging channels frequently utilized by the public.

Upon execution of the agreement, staff will begin to implement the initial campaigns to gather data. Routine reports will be provided to the City Manager.

Budget Impact:

The initial 12-month term of \$29,000 will be split between the remaining six months of FY23 and FY24. The ongoing annual cost will be \$64,000. Funds are available in the City Manager's departmental contingency budget for the remainder of FY23. This item will be budgeted in the next fiscal year,



ZENCITY ORDER FORM - 360 ESSENTIALS - ICMA MARKETING PROGRAM PEACHTREE CITY, GA

Order form #: **229092**Order form prepared for: **Peachtree City, GA**Order form expiration date: **3/16/2023**

This Order Form ("Order Form") is entered into between the Zencity entity detailed below ("Zencity"), and the entity identified below ("Customer", and jointly with Zencity the "Parties"), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "Term") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "T&Cs"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY	
Entity (legal) name:	Zencity Technologies US, Inc.
Full Address:	1313 N Market St, Suite 5100 Wilmington, DE 19801
Contact:	Alon Maor, Government Solution Manager
Phone:	252-242-1578
Email:	alon.maor@zencity.io

CUSTOMER	
Entity (legal) name:	Peachtree City, GA
Full Address:	151 Willowbend Rd, Peachtree City, GA 30269
Contact:	Robert "Bob" Curnow, City Manager
Phone:	770-631-3340
Email:	rcurnow@peachtree-city.org

RECURRING FEES						
Package Name	Package Breakdown	Package Description	Unit Price	QTY (units)	Initial Term Discount	Net Price
Zencity 360 Essentials	ZC-ESS	Community engagement platform provides local government professionals with all the essential tools to hear from their communities: 1) Processing organic feedback on various channels, including: - Unlimited full track of official sources and limited, unmanaged coverage of leading unofficial channels. - Unlimited anomaly highlights, automated reports, digests, and media mentions. - Custom dashboards and reports - Automated press-release generator 5 Organic projects 4 Analysts' Insights 2) 2 Recurring, online surveys measuring resident satisfaction, including: - Always-on dashboard, including responses, feed, and performance scores throughout the entire term. - One citywide sampling area with a large annual sample. - One full summary report within the first 3-6 months and unlimited ongoing midterm reports.	\$64,000	1 Year	55%	\$29,000

		- Unlimited translations of questions and responses 2 add-on questions 3) Community engagement interface to share essential project context and invite resident collaboration and input, including: - Consolidated Engage domain with <u>3</u> active engagement projects. - All basic engagement templates with automatic translation to 29 languages - Community Asks: Ad-hoc polling with selected language translations to receive residents' pulse on a designated topic, project, or initiative. 4) Questionnaire designed to collect feedback on non-emergency services provided by the city immediately.				
Total Gross List Price						\$64,000
Total Initial Term Discounts						(\$35,000)
Total Fees per year						\$29,000

Any additional modules, quantity increases, or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.

ORDER FORM TERMS	
Effective Date:	The date attached to the Customer's signature is stipulated below.
Initial Term:	<u>12</u> months, commencing on the Effective Date.
Fees:	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by the Customer to the extent applicable bill.
Payment Terms:	The "Total Fees Per Year", shall be payable on an annual basis, every 12 months, within 30 days of the Effective Date, and on each anniversary thereof.
Customer Billing Contact:	Name: <u>Robert "Bob" Curnow, City Manager</u> Phone: <u>770-631-3340</u> Email: rcurnow@peachtree-city.org
Customer PO # (if applicable):	

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

ZENCITY

Signature: _____

Name: _____

Title: _____

Date: _____

Appendix A

Zencity Terms and Conditions

1. SOFTWARE LICENSE & SUPPORT SERVICES

- 1.1. Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company, or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

- 1.2. Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.
- 1.3. During the Term, the Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.
- 1.4. Certain upgrades can be delivered to the Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.
- 2.2. The Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer.
3. **PROPRIETARY RIGHTS.** Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in the intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.
4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the

extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. **DATA AND MATERIALS LICENSE.**

- 5.1. Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.
- 5.2. Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and the Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent, the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

6. **FEES.**

- 6.1. The fees for the Licensed Program ("**Fees**") are set forth in the applicable Order Form. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. The customer may not withhold or set off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

7. **TERM & TERMINATION**

- 7.1. This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party, or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 7.2. The Initial Term shall be automatically extended for successive renewal terms of 12 months each (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") unless either party provides written notice of non-renewal to the other party at least 90 days before the end of each applicable term.
- 7.3. Upon termination, the Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
- 7.4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. **WARRANTY AND DISCLAIMER**

- 8.1. Zencity represents and warrants that: (i) it has all rights and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.
- 8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "**Personal Data**" has the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") or any parallel term in the jurisdiction in which the Licensed Program is being used.
- 8.3. ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS, OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET THE CUSTOMER'S REQUIREMENTS.

- 8.4. To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.
9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, an act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions and the competent courts of Georgia shall have exclusive jurisdiction to hear any disputes arising hereunder.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Robin Bechtel Cailloux, AICP
Planning & Development Director

DATE: March 13, 2023

REQUEST: Sale of land to abutting property at 650 Highway 74 South
March 16, 2023 City Council Agenda

Recommendation:

Staff recommends approval of the contract selling 0.3 acres of land to Gerresheimer Peachtree City USA LP for the sale price of \$10,000. Sale of this property conforms to the standards stipulated in OCGA 36-37-6(g). The appraised value of the land is \$6,800.

Discussion:

Gerresheimer is adding a 86,000 square foot plus manufacturing addition to their campus. They need the this triangle of land (0.3 acres) in order to meet the grading requirements for the proposed parking lot serving the building expansion.

Budget Impacts:

Proceeds of the sale will go to the General Fund

CONTRACT FOR THE EXCHANGE OF REAL PROPERTY

GEORGIA, FAYETTE COUNTY

THIS CONTRACT, made as of this _____ day of March, 2023, by and among the CITY OF PEACHTREE CITY, GEORGIA, a municipal corporation, (hereinafter referred to as "Seller"), and GERRESHEIMER PEACHTREE CITY USA, L.P. (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, Seller wishes to sell to Purchaser, and Purchaser wishes to acquire from Seller, certain real property more particularly described hereinafter and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and for other valuable considerations, in hand paid by Purchaser to Seller and by Seller to Purchaser, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. Sale of Property. Seller agrees to convey to Purchaser, and Purchaser agrees to receive from Seller, upon the terms and conditions hereinafter provided, that certain real property consisting of 0.31 acres located in Peachtree City, Fayette County, Georgia and being more particularly described on Exhibit "A", which is attached hereto and by reference made a part hereof, which property is more particularly shown on the plat prepared by Integrated Science & Engineering, Inc., titled "Exhibit "A, Property Acquisition Figure," and prepared for Purchaser., which plat is attached hereto as Exhibit "B" which is attached hereto and by reference made a part hereof, together with any improvements located thereon, all plants, trees and shrubbery located thereon, and all right, title and interest of Seller in and to such property (all of which property is collectively hereinafter referred to as the "Subject Property").

2. Purchase Price. The purchase price to be paid by Purchaser shall be Ten Thousand Dollars (\$10,000.00).

3. Closing and Closing Date. The closing of the purchase and sale of the Subject Property (hereinafter referred to as the "Closing") shall be held at a time during normal business hours at the offices of Purchaser's attorney. The Closing date shall be selected by Purchaser; however, the Closing shall occur on a date and at a time certain no more than ten (10) days after Purchaser has satisfied

itself of all of the Conditions and Contingencies as set forth in Paragraph 7 and the Special Stipulations as set forth in Paragraph 15.

4. Conveyance of Property. Seller warrants to Purchaser that it has title to the Subject Property, and agrees to convey good and marketable title to the Subject Property via Quit Claim Deed. Good and marketable title is hereby defined as title which is insurable by a national title company at its standard rates without exception other than the following permitted title exceptions: Zoning ordinances affecting said Property; easements above the surface of the Property for public utilities for distribution purposes (not transmission) along one or more of the Property lines; and current state and county ad valorem property taxes not yet due and payable.

5. Title Examination. Purchaser shall move within a reasonable time and in good faith after acceptance of this Agreement to examine title and to furnish the Seller with a written statement of objections affecting the marketability of said title. Each party hereto shall have fifteen (15) days after receipt of such objections to satisfy all valid objections, and if either party fails to satisfy such valid objections within such fifteen (15) day period, then at the option of the either party, evidenced by written notice to the other party:

5.1. Either party may waive any objections and consummate the transaction subject to such objections; or

5.2. Either party may terminate this Agreement and, thereafter, no party to this Agreement shall have any further rights, obligations or liabilities hereunder; or

6. Warranties. Seller warrants to Purchaser, as follows:

6.1. Seller presently has good and marketable fee simple title to the property.

6.2. The Subject Property will be in substantially the same condition at time of the closing as on the date hereinabove first written.

6.3. The Seller has no actual or constructive notice or knowledge either (a) of the existence of "hazardous materials" (as defined hereinafter) on or within the ground or ground water of the Subject Property, or (b)

that any such hazardous materials have been spilled, released or disposed of on or within the Subject Property. As used herein, the term "hazardous materials" means any "hazardous substances" or "hazardous waste" as defined in, or with reference to, the Resource Conservation Recovery Act, 42 USC 6901, et. seq. and/or the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et. seq., as amended; or any pollutant or contaminate or hazardous, dangerous or toxic chemical, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended.

7. Conditions and Contingencies. The consummation of this transaction as contemplated by the terms of this Agreement is subject to all of the following conditions and contingencies:

None.

8. Termination. In addition to all other rights of Seller or Purchaser under this Agreement as provided by law (and not in lieu of any such rights) , Seller or Purchaser, at either party's sole election or sole discretion, may cancel and terminate this Agreement by written notice to the other party, if any one or more of the following conditions or states of fact shall exist at the closing date.

8.1. Any notice shall be given of proceeding filed or commenced by any governmental authority or other agency having powers of condemnation concerning the property or any portion thereof.

8.2. The Subject Property or any portion thereof shall be substantially damaged or destroyed by earthquake, erosion, flooding, or by force of nature or act of God after the date hereinabove first written.

8.3. Seller shall not have cured any valid objections to or defects in title as required by and within the time prescribed in paragraph 5 hereinabove.

8.4. The failure of Seller's warranty set forth in paragraph 6 hereinabove to be true and correct on the date of closing.

8.5. Failure of either party to deliver to the other party at closing the Quit Claim Deed described in paragraph 4 hereinabove.

8.6.(a) Failure of the Seller to deliver to the Purchaser at closing an affidavit stating that there are no unpaid or unsatisfied mortgages, security deeds, liens or other encumbrances which could constitute a lien against the Subject Property; that there are not disputes concerning the location of the lines and corners of the Subject Property; that there are no pending suits, proceedings, judgments, bankruptcies, liens, or executions against or affecting either party in either the county in which the Subject Property is located or in any other county in the State of Georgia which would affect title to the Subject Property; that there are no outstanding bills incurred for the labor and materials used in making improvements or repairs on the Subject Property or for services of architects, surveyors or engineers incurred in connection therewith.

8.6.(b) Failure of either party to deliver at closing an affidavit or certificate with respect to Section 1445 of the Internal Revenue Code stating that the party is not a foreign person as defined in Section 1445 and applicable regulations thereunder, Certification of Non-Foreign status.

9. Broker's Commission. Purchaser and Seller represent and warrant each to the other that they have not discussed this Agreement or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate or other broker, agent or salesman so as to create a commission or similar fee with respect to the purchase and sale of the property contemplated by this Agreement. It is understood and agreed that no commission shall be due hereunder. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the property contemplated by this agreement.

10. Survival of Provisions. All covenants, warranties, representations and agreements set forth in this Agreement shall survive the Closing and will survive the execution of all deeds and other documents at any time executed and delivered under, pursuant to, or by reason of this Agreement.

11. Real Estate Taxes. All real estate taxes on the Subject Property for the calendar year in which the sale is closed shall be pro-rated as of the date of closing.

12. Closing Costs. Except as otherwise provided in this Agreement, Closing costs shall be paid by the Purchaser.

14.3. This Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, among the parties not invited herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon all of the parties hereto unless such amendment is in writing and executed by all parties hereto.

14.4. The provisions of this Agreement shall inure the benefit of and shall be binding upon the parties hereto and their respective successors, representatives, heirs or assigns.

14.5. This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of Georgia.

14.6. Time is of the essence of this Agreement.

14.7. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.

14.8. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be effected thereby but shall be enforced to the greatest extent permitted by law.

15. Special Stipulations. Special Stipulations, if any, are set forth herein. Such special stipulations, if in conflict with any of the foregoing provisions of this Agreement, shall control:

15.1 Notwithstanding the provisions contained in Paragraph 3 for establishing the date of closing, in the event this transaction does not close on/or before August 1, 2023, then this Agreement shall expire and shall be of no further force and effect and shall be rescinded and terminated, unless otherwise extended in writing by Seller and Purchaser.

15.2 This Agreement is subject to Purchaser satisfying the requirements of O.C.G.A. § 36-37-6.

16. Offer. This instrument, until executed by Purchaser, shall constitute an offer from Seller to Purchaser, open for acceptance until the _____ day of _____, 2023 at 5:00 o'clock p.m. Acceptance shall be made by execution hereof by Seller and redelivery of a counterpart hereof to Purchaser.

IN WITNESS WHEREOF, Seller, and Purchaser have executed this Agreement under seal as of the date first above written.

Date Accepted by
Purchaser:
USA, LP.

PURCHASER:
GERRESHEIMER PEACHTREE CITY,

By: _____ (SEAL)
President

Attest: _____
Secretary

Date Accepted by Seller:

SELLER:
CITY OF PEACHTREE CITY, GEORGIA

_____ (SEAL)
Kim Learnard, Mayor

ATTEST:
_____ (SEAL)
Yasmin Julio, City Clerk

EXHIBIT A

DESCRIPTION OF PREMISES

LEGAL DESCRIPTION

A part of that total tract or parcel of land situated, lying and being in Land Lot 48 of the 6th District of Fayette County, Georgia, as recorded in Deed Book 811 Page 380 in the office of the Clerk of the Superior Court of Fayette County Georgia.

COMMENCE at the intersected right of way of the northeastern right of way of Georgia State Highway 74 and the southeastern right of way of Crosstown Drive, said point being the POINT OF COMMENCEMENT;

Thence along said northeasterly right of way of Georgia State Highway 74 South 35 degrees 00 minutes 14 seconds East, a distance of 24.03 feet to a concrete right of way monument; Thence South 35 degrees 00 minutes 14 seconds East, a distance of 305.28 feet to a concrete right of way monument; Thence South 36 degrees 30 minutes 22 seconds East, a distance of 2,075.47 feet to a point. Thence along a curve to the right having a radius of 2,988.84 feet, and an arc length of 174.61 feet, being subtended by a chord of South 35 degrees 23 minutes 51 seconds East for a distance of 174.59 feet to a point. Thence leaving said northeasterly right of way of GA. State Hwy 74, North 54 degrees 16 minutes 00 seconds East, a distance of 440.58 feet to an iron pin found (1/2" rebar), and the POINT OF BEGINNING.

Thence South 27 degrees 39 minutes 27 seconds East, a distance of 245.06 feet, to an iron pin found (5/8" solid rod). Thence South 72 degree 17 minutes 40 seconds West, a distance of 110.53 feet, to an iron pin found (5/8" rebar). Thence North 1 degree 55 minutes 56 seconds West, a distance of 250.82 feet to the POINT OF BEGINNING.

Containing 13,340 square feet or 0.31 acres, more or less.

END OF DESCRIPTION.

EXHIBIT A

DESCRIPTION OF PREMISES

LEGAL DESCRIPTION

A part of that total tract or parcel of land situated, lying and being in Land Lot 48 of the 6th District of Fayette County, Georgia, as recorded in Deed Book 811 Page 380 in the office of the Clerk of the Superior Court of Fayette County Georgia.

COMMENCE at the intersected right of way of the northeastern right of way of Georgia State Highway 74 and the southeastern right of way of Crosstown Drive, said point being the POINT OF COMMENCEMENT;

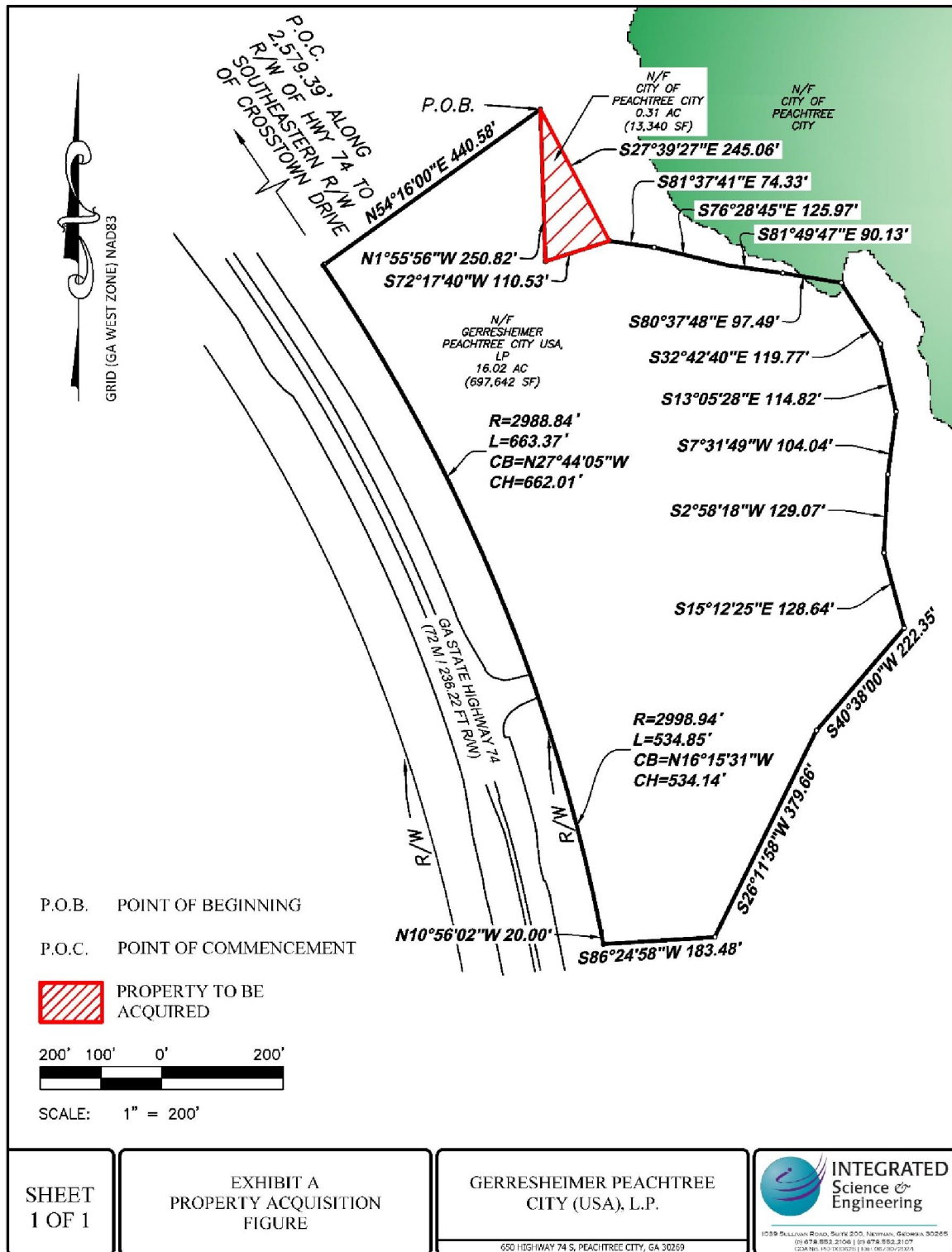
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Containing 13,340 square feet or 0.31 acres, more or less.

END OF DESCRIPTION.

EXHIBIT B



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Paul J. Salvatore, Financial Services Director
Justin Strickland, Assistant City Manager & Public Services Director
Angela Egan, Purchasing Manager *ae*
Jonathan Miller, Public Works Superintendent *Jm*
Keith Crowley, Fleet Manager *KC*

DATE: February 20, 2023

SUBJECT: Compact Skid Steer Loader replacements.
March 2, 2023, City Council Consent Agenda

Recommendation:

Approve the purchase of two Kubota SVL75-2HFWC compact skid steer loaders from Mason Tractor & Equipment Co.

Discussion:

Staff researched options for compact skid steer track loaders and were impressed by the Kubota unit they inspected and tested at a demonstration; and the Kubota diesel engine has an excellent reputation within this type of equipment. This loader as quoted by Mason Tractor & Equipment Co. is a State Contract price and was the lowest quoted price received for the base loader as specified.

Mason Tractor & Equipment Co. - SVL75-2HFWC \$66,128.32 – with Lexan door window - PW
Mason Tractor & Equipment Co. - SVL75-2HFWC \$63,415.36 – with Glass door window – REC.
AgPro - John Deere – 325G \$67,665.00
Wade Tractor – New Holland – C337 \$76,542.16
YANCEY CAT - 279D3 - \$96,946.00

Recreation / Grounds unit with quoted options and a bucket is \$65,307.76
Public Works unit with quoted options & Hammer attachment quoted at \$78,785.32

Budget Impact:

Sufficient funds are budgeted within the FY 2023 CIP budget.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Robert Curnow, City Manager
Paul Salvatore, Financial Services Director *PS*

FROM: Ellece Brown, Director, HR & Risk Management *EB*

DATE: February 9, 2023

SUBJECT: Request to Continue the Recruitment Sign-On Bonus Program through August 2023
March 16, 2023, City Council Meeting

Recommendation:

Approve continuation of the current Recruitment Sign-On Bonus Program for an additional six (6) months through August 2023.

Discussion

On 8/19/2021 City Council approved a Recruitment Sign-On Bonus Program for a one-year period to assist with filling vacant positions throughout the City. Funds were approved to pay sign-on bonuses to newly hired employees in an effort to increase the number of qualified candidates. Then on 8/4/2022 Council approved to continue the program for an additional six (6) months through February 2023 and agreed to reassess the program at that future date. Currently, the structure of the Sign-On Bonus Program is:

Position	Bonus Upon Hire	After Training*	Upon Completion of First Year of Employment
Certified Officers/Paramedics	\$3,000	\$2,000	\$1,000
Uncertified Officers/Non-Paramedic FF's	\$2,000	\$1,000	\$1,000
All Other FT Positions	\$1,000	\$1,000	

**Training time differs depending on experience of new hire.*

The above bonus amounts are grossed up to ensure that the newly hired employee actually receives the stated bonus amounts.

Even though we are not fully staffed, the Recruitment Sign-On Bonus Program has assisted us in drawing potential candidates for employment, particularly in Public Safety. Other cities/counties (our competitors) have also recognized the importance of this program in drawing potential new hires and have implemented a similar program or have improved their Sign-On Bonus Program. Currently, we are fully staffed in our full-time positions in the Fire Department, and even though we are not fully staffed in the Police Department, we are moving in the right direction with the number of openings decreasing. Our current openings in the Police Department are six (6) Police Officers.

Given the current job market and the continued competition for qualified employees, staff recommends that we continue this program for another six months through August 2023 and then re-evaluate the need for the program at that time.

Budget Impact:

Based on current vacancies and the funds that were spent during the past eighteen months, the total budget impact for the continuation of the Recruitment Sign-On Bonus Program for another six (6) months is estimated to be \$75,000. These funds will be covered from vacancies in the departments and/or from the general administrative contingency funds if necessary.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Robert Curnow, City Manager

DATE: February 9, 2023

SUBJECT: Agenda Item Request Ordinance and Policy Update
March 16, 2023, City Council Meeting

Recommendation:

Adopt the ordinance as presented and authorize the mayor to execute the attached amended policy.

Discussion:

The current ordinance allows for anyone to place an item on the agenda. This does not always provide council members the opportunity to fully understand the item being requested or presented. The change to the ordinance would require the public to submit their items to the mayor or at least one council member, creating the opportunity for dialogue with residents and/or the requestor. One or more members of council may then choose to have the item added to the council meeting agenda.

Items requested to be added to the agenda by staff, council members or the mayor must be submitted by no later than noon on the Thursday preceding the Council meeting. The update to the deadline provides staff with additional time to prepare the documentation and agenda packet prior to its release.

Additionally, there is a city administrative regulation (CAR) which touches on this same subject matter. Over the past few years, council has updated these regulations to city operation policies and procedures (COP). While it is not an addendum to the ordinance, the policy will be updated to mirror the amendments reflected in the ordinance as well as a few additional changes, to make the policy more relevant to recommended procedures.

Budgetary Impact:

No budgetary impact

Ordinance Number 1206

AN ORDINANCE TO AMEND ARTICLE II, CITY COUNCIL MEETING PROCEDURES AND RULES, OF THE PEACHTREE CITY ADMINISTRATION ORDINANCE, AS AMENDED, TO PROVIDE FOR AGENDA ITEM REQUEST; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Article II, Division 2, Section 2-33, of the Administration Ordinance of the City of Peachtree City, Georgia, as amended, is amended and is to be codified as follows:

Sec. 2-33.- Agenda.

(a) *Preparation of agenda.* Prior to each regular council meeting, the city clerk shall publish an agenda, which contains all items the council anticipates acting upon at the meeting. A notice shall be placed on the agenda stating: "This agenda may change at any time up to 24 hours prior to the meeting." The agenda shall be published the Friday prior to each regular scheduled meeting.

(b) *Consent agenda.* In preparing an agenda the city clerk, may separately designate items as "consent agenda", which may be acted upon by the council as described in 2-36(f) of this article. The consent agenda shall consist of routine, noncontroversial items, which (in the city manager's determination) can be appropriately considered in bulk at the council meeting.

(c) *Agenda item request.* City staff with approval from the city manager, the mayor, or any councilmember may request to have an item placed on the agenda, by filing such request in writing with the city clerk prior to noon, on the Thursday preceding the council meeting. Such item may not be placed on the agenda if council has already decided the issue within 180 days.

(d) *Extra items.* Items requested, or filed after noon, on the Thursday preceding a council meeting shall not be included on the agenda unless the mayor, a council member, the city manager, or the assistant city manager deems the item of sufficient urgency to warrant immediate council action. These additional items shall be added no less than 24 hours prior to the

scheduled meeting. The city clerk shall record the name of the person adding the item on the agenda.

(e) *Reconsideration of agenda items.* The city clerk shall not place on the agenda any matter for reconsideration within 180 days of council action unless sponsored by a council member or mayor who voted on the originally prevailing side or who was absent at the time of the original action.

(f) *Staff withdrawal of items.* Only the person (or designated representative) requesting the placement of an item on the agenda may withdraw the item prior to the council meeting. Council shall be advised of the reason why the item is being withdrawn. The item withdrawn may, nonetheless, be acted upon in the discretion of the council.

(g) *Council action to defer, (table), continue or not act.* The mayor or a council member wishing council to defer action or continue an item has a right to make a motion to continue, defer or not act on any item considered before any other action, which council may consider.

Section 2. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2023.

Kim Learnard, Mayor

Phillip E. Prebor, Mayor Pro Tem

Mike King, Post 2

Clint Holland, Post 3

Frank Destadio, Post 4

Attest: _____
Yasmin Julio, City Clerk

Ordinance Number 1206

AN ORDINANCE TO AMEND ARTICLE II, CITY COUNCIL MEETING PROCEDURES AND RULES, OF THE PEACHTREE CITY ADMINISTRATION ORDINANCE, AS AMENDED, TO PROVIDE FOR AGENDA ITEM REQUEST; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

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(c) *Agenda item request.* City staff with approval from the city manager, the city attorney, the mayor, or any council person.~~Any person~~ may request to have an item placed on the agenda, by filing such request in writing with the city clerk prior to 5:00 p.m. noon on the Friday-Thursday preceding the council meeting. Such item may not be placed on the agenda if council has already decided the issue within 180 days.

(d) *Extra items.* Items requested, or filed after 5:00 p.m., on the Friday preceding a council meeting shall not be included on the agenda unless the mayor, a council member, the city manager, or the assistant city manager deems the item of sufficient urgency to warrant immediate council action. These additional items shall be added no less than 24 hours prior to the

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Section 2. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2023.

Kim Learnard, Mayor

Phillip E. Prebor, Post 1

Mike King, Post 2

Clinton Holland, Post 3

Frank Destadio, Post 4

Attest: _____
Yasmin Julio, City Clerk

CAR4-7 — REQUIREMENTS FOR CITY COUNCIL MEETING SUBMISSIONS & PRESENTATIONS



CITY OPERATING POLICIES AND PROCEDURES

Policy/Procedure 4-07: Requirements for City Council Meeting Submissions & Presentations

OPR: City Hall

- I. **PURPOSE** - The purpose of this regulation is to establish requirements and standards for information submitted for City Council Meeting Agenda Packets and for presentations in City Council Meetings.
- II. **POLICY** - The City of Peachtree City is committed to presenting information for City Council meetings in a timely and professional manner. Submissions from staff, including position papers, supplemental material, and presentations, and submissions from others requesting that an item be placed the City Council agenda, shall be subject to the following requirements:
- III. **SUBMISSION STANDARDS**

All Formats

All contracts, agreements, and agenda items that may have legal implications shall be submitted to the City Attorney for review prior to submitting items for the agenda packet.

Paper Documents

Paper submissions for the Agenda Packets should be clean documents (suitable for scanning) in 8.5" x 11", portrait format (maps requiring a landscape format will be accepted). Departments should provide maps reduced to the appropriate size.

Because documents must be scanned legibly, facsimiles should not be submitted for the packet, and originals should be obtained from third parties. Photographs, and highlighted/shaded text do not reproduce well in the format of the scanner and should be submitted electronically.

Electronic Materials

Documents requiring color (highlighting, photographs, etc.) should be transmitted via email or other electronic format ~~or CD~~ with appropriate instructions for placement in the packet.

Electronic copies of ordinances for codification and of contracts that may be modified during the Council Meeting must also be provided to the City Clerk's Office by the submission deadline.

Presentation Materials

The city has a computer and projector for presentations during meetings. Presentations should be in Microsoft Power Point. Links to other Microsoft programs or Adobe Acrobat are acceptable.

Presentations may be included in their entirety in the packet the week prior to the Council Meeting. Animation is not recommended due to the static nature of the packet, and screens should be limited to a single screen (scrolling slides/screens are not acceptable).

Presentations should be clean and easy to read when projected and included in the electronic packet.

Backgrounds should be light colored, with dark text. Text should not be placed over graphics to ensure adequate readability.

Fonts should match the template provided by the Public Communications department to ensure uniformity. be sans-serif (such as Arial or Helvetica) rather than serif (such as Times Roman) and should not be smaller than 14 points in size to ensure readability on the screen.

IV. **SUBMISSION DEADLINES**

Completed **electronic materials** (including presentations, maps, or documents that must be electronically modified) shall be submitted to the appropriate department (City Clerk's Office for packet, and IT Department for completed presentations) by **Noon Thursday** of the week prior to the City Council Meeting. Note: If additional assistance is needed from IT or the City Clerk's Office to complete the electronic document, it should be arranged in advance to meet the submission deadline.

Paper documents shall be provided to the City Clerk's Office by **Noon Thursday** of the week prior to the City Council Meeting.

Late submissions will result in the automatic moving of the agenda item to the next Council Agenda unless the responsible Division Director/Chief obtains a deadline waiver from the City Manager.

Public requests for an item to be included on an upcoming agenda should be accepted through 5 PM on the Friday prior to the regularly scheduled meeting submitted to the mayor or at least one council member. The mayor or council member may then request for the item to be added to the agenda, the submission does not guarantee inclusion. E~~However,~~ every effort should be made to coordinate public requests so that the noon Thursday deadlines can be met. Power Point Presentations provided by members of the public must meet the standards above and must be provided to the ~~IT Department~~City Clerk's Office by **Noon Thursday** of the week prior to the City Council Meeting.

V. **RESPONSIBILITY**

Division Directors/Chiefs shall be responsible for obtaining City Attorney review of appropriate agenda items prior to submitting documents for inclusion in the Agenda Packet.

Division Directors/Chiefs shall be responsible for the submission of staff position papers, supporting documentation, and presentation materials (including third-party documentation and materials) from their division, in accordance with the established standards and deadlines.

The **City Clerk's Office** shall be responsible for providing these standards and deadlines to third parties dealing directly with the Clerk's Office on a Council appearance.

The **City Clerk's Office** shall be responsible for assembling the information for packets and posting the packet on the web site by **5 PM** on the Friday prior to the City Council Meeting.

The **Information Technology Department** shall be responsible for projecting presentations during the City Council meeting.

VI. **APPROVAL**

Mayor

Date

City Manager

Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Robert Curnow, City Manager 
Justin Strickland, Assistant City Manager 
Paul Salvatore, Financial Services Director 
Kelly Bush, Assistant Financial Services Director
Angela Egan, Purchasing Manager 

FROM: David A. Borkowski, P.E., City Engineer 

DATE: March 15, 2023

SUBJECT: Design of State Route 54/74 Upgrades
March 16, 2023 City Council Meeting

Recommendation:

That Council authorize the expenditure of up to \$16,000 for rock coring drilling and analysis for the proposed enhancements to the sign support structures.

Discussion:

During the February 2, 2023, City Council Meeting, Council approved funding the geotechnical investigation required by the Georgia Department of Transportation (GDOT) for the proposed enhancements. During the investigation shallow rock was discovered in a couple locations. Our consultant presented this information to GDOT and a plan to avoid additional drilling in rock at the locations with shallow rock layers during design by requiring the construction contractor to drill pilot holes during construction. However, GDOT did not approve the request and is requiring rock coring up front during design.

The final amount is expected to be less than \$16,000; however we are awaiting a final proposal from the Geotech firm. Staff will have final amount prior to the Council meeting.

Therefore, we are requesting approval for these additional funds to finish the design.

Budget Impact:

Adequate funding is available in SPLOST Project 7.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Robert Curnow, City Manager
Justin Strickland, Assistant City Manager 
Paul Salvatore, Financial Services Director 
Kelly Bush, Assistant Financial Services Director 
Angela Egan, Purchasing Manager 

FROM: David A. Borkowski, P.E., City Engineer 

DATE: March 2, 2023

SUBJECT: TIP Paving Intergovernmental Agreement
March 16, 2023, City Council Meeting

Recommendation:

That Council authorize the Mayor to sign the attached intergovernmental agreement with Fayette County for the design and resurfacing of various roads in Peachtree City.

Discussion:

Staff has been working with Fayette County for some time to get Federal funding to pave these higher classification roadways. We are now at the point where funding has been approved by the Atlanta Regional Commission (ARC) and the Georgia Department of Transportation (GDOT) for design and construction for these roads and agreements need to be signed.

Staff and legal have reviewed the attached agreement and find it acceptable. Therefore Staff is recommending that Council authorize the Mayor to sign the agreement.

Budget Impact:

The City's local match is estimated to be approximately \$486,717.10. Funds are available in the 321 SPLOST Fund

Attachment - Agreement

STATE OF GEORGIA

COUNTY OF FAYETTE

ROAD DESIGN AND RESURFACING AGREEMENT

This Agreement entered into this ____ day of _____, 2023, by and between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council (“PEACHTREE CITY”), the CITY OF FAYETTEVILLE, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council (“FAYETTEVILLE”), the TOWN OF TYRONE, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council (“TYRONE”), and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (“FAYETTE COUNTY”), to provide for certain road design and resurfacing within the corporate limits of PEACHTREE CITY, FAYETTEVILLE, TYRONE, and unincorporated FAYETTE COUNTY, sometimes collectively referred to as the “LOCAL GOVERNMENTS” (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 the

local governments and agencies can be found; and

WHEREAS, FAYETTE COUNTY has applied for, and has been awarded, funding for Resurfacing Project FA-1006 through the Surface Transportation Block Grant Program by the Atlanta Regional Commission (“ARC”) and the Georgia Department of Transportation (“GDOT”) for 12.68 centerline miles of roads (the “PROJECT”); and

WHEREAS, the LOCAL GOVERNMENTS have each selected roads to include in the PROJECT based on GDOT Functional Classification and pavement evaluations; and

WHEREAS, preconstruction engineering (“PE”) funding for the PROJECT was authorized in Fiscal Year 2021; and

WHEREAS, construction (“CST”) funding for the PROJECT is anticipated in Fiscal Year 2024 or beyond; and

WHEREAS, the LOCAL GOVERNMENTS have established the scope of work and associated PE and CST cost estimates for the PROJECT; and

WHEREAS, the LOCAL GOVERNMENTS shall pay twenty percent (20%) of PE and CST, and one hundred percent (100%) of all costs not covered by Federal Aid; and

WHEREAS, FAYETTE COUNTY shall procure consultants and contractors in accordance with GDOT’s Plan Development Process for the PE and CST phases; and

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

WHEREAS, FAYETTE COUNTY is the sponsor for the PROJECT and the PROJECT shall be locally let by FAYETTE COUNTY for CST.

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 LOCAL GOVERNMENTS, the LOCAL GOVERNMENTS do hereby agree as follows:

1.

DISTRIBUTION OF COSTS

A. PE SERVICES.

FAYETTE COUNTY shall seek Federal Aid for work associated with PE. The estimated costs for PE services are provided in Exhibit “A” attached hereto, and by this reference incorporated herein. The actual costs for PE services common to all roads that are to be addressed under the terms of this AGREEMENT (“PROJECT ROADS”) as named in Exhibit “A,” shall be determined by allocating the pro-rata share of these costs based upon the number of centerline miles of PROJECT ROADS located within the LOCAL GOVERNMENTS. LOCAL GOVERNMENTS shall be one hundred percent (100%) responsible for PE services expended for a PROJECT ROAD within its respective boundaries beyond that covered by Federal Aid.

B. CONSTRUCTION ENGINEERING AND INSPECTION (“CEI”) SERVICES.

FAYETTE COUNTY shall seek Federal Aid for CEI services. 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. LOCAL GOVERNMENTS shall be one hundred percent (100%) responsible for CEI services expended for a PROJECT ROAD within its respective boundaries beyond that covered by Federal Aid.

C. STATE OVERSIGHT SERVICES.

GDOT may require reimbursement for the costs associated with State oversight during CST as shown in Exhibit “A.” Should such reimbursement be necessary, the actual fees expended by the LOCAL GOVERNMENTS to cover these costs shall be determined by allocating the pro-rata share

of these costs based upon the number of centerline miles of PROJECT ROADS located within the LOCAL GOVERNMENTS.

D. CST COSTS.

- i. Federal Aid shall be used to fund up to eighty percent (80%) of the CST of the PROJECT ROADS. The remaining cost of the PROJECT ROADS, twenty percent (20%), plus one hundred percent (100%) of any costs in excess of the maximum Federal Aid expenditure, shall be paid by the municipality or County in which the PROJECT ROAD lies. All Federal Aid shall be distributed for PROJECT ROADS among the LOCAL GOVERNMENTS according to the cost estimates listed in Exhibit "A."
- ii. All CST 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 the CST contract, and administer the contracts for the implementation of the PROJECT. The PROJECT shall be administered and delivered following the GDOT Plan Development Process.
- C. The LOCAL GOVERNMENTS shall be individually responsible for the following activities for or within the limits of its own boundaries:
 - i. Execution of contracts, agreements and related documents required for the PROJECT;
 - ii. Preparation of and/or approval of road logs;
 - iii. Providing Right-of-Way certification;

- iv. Providing Material 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. The LOCAL GOVERNMENTS agree that the selected contractor shall be responsible for all CST 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 the PROJECT Engineering to ensure all PE requirements are identified and completed in a timely manner. This may include written and verbal communication with each municipality; GDOT; and/or ARC.

3.

DISTRIBUTION OF EXCESS FUNDS

The LOCAL GOVERNMENTS shall be responsible for a minimum of twenty percent (20%) of the PROJECT cost for the PROJECT ROADS within their boundaries. Any funding remaining from the design and resurfacing of any PROJECT ROAD shall be used by the municipality or County within which the aforementioned PROJECT ROAD lies. Any funding remaining from the design and resurfacing of all PROJECT ROADS within a municipality or County shall be allocated on a pro-rata basis in the same manner that the original Federal Aid was allocated among the remaining LOCAL GOVERNMENTS who require additional funding for their PROJECT ROADS.

4.

CONSULTING FEES

Consulting fees will be charged on a time and material basis. These fees may include, but are not limited to:

- A. Completion of PE activities;
- B. Development of Bid Package and Specifications;
- C. Bidding assistance;
- D. CST management; and
- E. CEI services.

5.

COST ESTIMATES

The fees in Exhibit “A” are estimates of the PROJECT costs. Actual costs/fees may be more or less than shown therein.

6.

TITLE

A. The LOCAL GOVERNMENTS agree that the PROJECT ROADS are part of the road systems of the LOCAL GOVERNMENTS and are completely and solely within the jurisdiction and control of the municipality or County identified in Exhibit “A.” The resurfacing of the PROJECT ROADS within the LOCAL GOVERNMENTS is at the direction of the municipality or County where the PROJECT ROAD lies. No municipality or County assumes any interest in the title of any portion of any PROJECT ROAD which lies in another municipality or County. Under no circumstances shall any portion of any PROJECT ROAD within the municipalities be deemed a FAYETTE COUNTY road, or vice versa.

B. The LOCAL GOVERNMENTS warrant that they own or have rights to resurface the portions of the PROJECT ROADS within the boundaries of the LOCAL GOVERNMENTS and further warrant that the performance of work on portions of the PROJECT ROADS within the LOCAL GOVERNMENTS will not violate any restrictions, covenants, local or state law.

7.

INVOICING

All invoices received by FAYETTE COUNTY from the Contractor will be forwarded to the municipality for which the invoice was generated (either PE or CST). Any invoices FAYETTE COUNTY receives from the State for State Oversight, if any, will also be forwarded to the municipality for which the invoice was generated. Each municipality shall submit payment within thirty (30) days of receipt of the invoice from FAYETTE COUNTY.

8.

To the fullest extent permitted by law, PEACHTREE CITY, FAYETTEVILLE, and/or

TYRONE agree to and hereby does defend, hold harmless and indemnify FAYETTE 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 FAYETTE COUNTY that arise out of, or result from, the performance of the resurfacing on that portion of any PROJECT ROAD identified in Exhibit "A," which are not incurred or suffered due to the negligence of FAYETTE COUNTY.

To the fullest extent permitted by law, FAYETTE COUNTY agrees to and hereby does defend, hold harmless and indemnify PEACHTREE CITY, FAYETTEVILLE, and/or TYRONE 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 PEACHTREE CITY, FAYETTEVILLE, and/or TYRONE that arise out of, or result from, the performance of the resurfacing on that portion of any PROJECT ROAD identified in Exhibit "A," which are not incurred or suffered due to the negligence of PEACHTREE CITY, FAYETTEVILLE, and/or TYRONE.

9.

CONFLICT BETWEEN TERMS

Any additional terms and conditions which may exist between the LOCAL GOVERNMENTS may be found on 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 LOCAL GOVERNMENTS agree that the terms and conditions in Exhibit "A" supersede any terms and conditions within this AGREEMENT.

10.

ENTIRE AGREEMENT

This AGREEMENT is a full and complete statement of the agreement of the LOCAL GOVERNMENTS as to the subject matter hereof and has been authorized by proper action of the LOCAL GOVERNMENTS.

11.

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 LOCAL GOVERNMENTS expressly consent to the venue and jurisdiction therein.

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

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

Attest:

Tameca P. White, County Clerk

Approved as to form:

County Attorney

(SEAL)

Attest:

Yasmin Julio, City Clerk

Approved as to form:

City Attorney

(SEAL)

Attest:

Valerie Glass, City Clerk

Approved as to form:

City Attorney

(SEAL)

Attest:

Dee Baker, Town Clerk

Approved as to form:

Town Attorney

By: _____
LEE HEARN, Chairman

CITY OF PEACHTREE CITY

By: _____
KIM LEARNARD, Mayor

CITY OF FAYETTEVILLE

By: _____
EDWARD JOHNSON, Mayor

TOWN OF TYRONE

By: _____
ERIC DIAL, Mayor

PROJECT LIST**FAYETTE COUNTY****85 Connector from SR 85 to Woods Road**

Miles – 3.60

PE: \$ 48,836.19

GDOT: \$ 1,419.56

Construction: \$1,522,004.84

Inspections: \$ 80,182.80

Federal Share: \$1,321,954.71

Local Match: \$ 330,488.68

Total: \$1,652,443.39

New Hope Road from SR 92 to City Limit

Miles – 3.40

PE: \$ 46,123.07

GDOT: \$ 1,340.69

Construction: \$1,374,521.67

Inspections: \$ 75,728.20

Federal Share: \$1,198,170.91

Local Match: \$ 299,542.73

Total: \$1,497,713.64

Banks Road from City Limit to SR 54

Miles – 1.58

PE: \$ 21,433.66

GDOT: \$ 623.03

Construction: \$ 692,460.36

Inspections: \$ 35,191.34

Federal Share: \$ 599,766.71

Local Match: \$ 149,941.68

Total: \$ 749,708.38

FAYETTEVILLE

Banks Road from SR 85 to County Line

Miles – 0.16

PE: \$ 2,170.50

GDOT: \$ 63.09

Construction: \$ 185,136.69

Inspections: \$ 3,563.68

Federal Share: \$ 152,747.17

Local Match: \$ 38,186.79

Total: \$ 190,933.96

PEACHTREE CITY

Huddleston Road from SR 54 to Dividend Drive

Miles – 0.74

PE: \$ 10,038.55

GDOT: \$ 291.80

Construction: \$ 616,896.50

Inspections: \$ 16,482.02

Federal Share: \$ 514,967.09

Local Match: \$ 128,741.77

Total: \$ 643,708.87

Kelly Drive from SR 74 to Planterra Way

Miles – 0.61

PE: \$ 37,157.34

GDOT: \$ 240.54

Construction: \$ 507,859.00

Inspections: \$ 13,586.53

Federal Share: \$ 447,074.73

Local Match: \$ 111,768.68

Total: \$ 558,843.41

McIntosh Trail from Peachtree Parkway to Robinson Road

Miles – 0.96

PE: \$ 13,022.98

GDOT: \$ 378.55

Construction: \$ 712,147.70

Inspections: \$ 21,382.08

Federal Share: \$ 597,545.05

Local Match: \$ 149,386.26

Total: \$ 746,931.31

Ebenezer Road from Robinson Road to City Limit

Miles – 0.53

PE: \$ 7,189.77

GDOT: \$ 208.99

Construction: \$ 464,898.50

Inspections: \$ 11,804.69

Federal Share: \$ 387,281.56

Local Match: \$ 96,820.39

Total: \$ 484,101.95

TYRONE

Dogwood Trail from Senoia Road to Farr Road

Miles – 1.10

PE: \$ 37,663.15

GDOT: \$ 433.75

Construction: \$ 627,000.00

Inspections: \$ 24,500.30

Federal Share: \$ 551,677.76

Local Match: \$ 137,919.44

Total: \$ 689,597.20

TOTALS

Miles – 12.68

PE: \$ 223,635.22

GDOT: \$ 5,000.00

Construction: \$6,702,925.26

Inspections: \$ 282,421.64

Federal Share: \$5,771,185.69

Local Match: \$1,442,796.42

Total: \$7,213,982.12

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Robert Curnow, City Manager
Justin Strickland, Assistant City Manager
Paul Salvatore, Financial Services Director
Kelly Bush, Assistant Financial Services Director
Angela Egan, Purchasing Manager *ae*

FROM: David A. Borkowski, P.E., City Engineer *David A. Borkowski*

DATE: March 9, 2023

SUBJECT: Consider Bid for Pedestrian Beacon – N. Peachtree Pkwy/Kedron Boat Dock
March 16, 2023 City Council Meeting

Recommendation:

That the bid be awarded to SOL Construction, LLC in the amount of \$285,000 for the installation of a pedestrian hybrid beacon.

Discussion:

This project was put out to Bid on January 19, 2023. The customary pre-bid meeting was held and attended by four contractors. Bids were received on February 21st and are as follows:

JHC Corporation	\$431,300
Piedmont Paving	\$293,882
Sol Construction	\$285,000

Staff has reviewed the bid documents and found them to be acceptable. Therefore, Staff recommends awarding the contract to SOL Construction, LLC.

Budget Impact:

Funds are available in Impact Fee Fund 329.