



CITY COUNCIL

Kim Learnard, Mayor

Frank Destadio, Mayor Pro Tem | Laura Johnson, Post 1

Suzanne Brown, Post 2 | Clinton Holland, Post 3

SCAN FOR AGENDA
PACKET



Regular Meeting Agenda
January 18, 2024 | 6:30 PM
City Hall

1. **Call to Order**
2. **Pledge of Allegiance and Moment of Silence**
3. **Announcements, Awards, Special Recognition**
 - A. Presentation of Award to the PTC Running Club for Runner Friendly Community by the Road Runners Club of America (RRCA)
4. **Public Comment**
5. **Agenda Changes**
6. **Minutes**
 - A. January 4, 2024 Regular Meeting Minutes
7. **Quarterly Reports**
 - A. 4th Quarter (2023)
8. **Consent Agenda**
 - A. FY2024 Budget Amendment - Donation Acceptance for Water Fountain
 - B. Amphitheater Stage Ceiling Reconstruction
 - C. Replacement of Grounds Leaf/Debris Loader
9. **Old Agenda Items**
10. **New Agenda Items**
 - A. 01-24-04 Fayette County Resurfacing IGA (0017812) (David Borkowski)
 - B. 01-24-05 Consider IMS Path Rating Proposal (Jonathan Miller)
11. **Public Hearings**
 - A. 01-24-06 Sign Variance Request for 2801 Highway 54, Discount Tires (Mike Hammond, Apollo Sign)
12. **Council/Staff Topics**
 - A. City Council Retreat (January 25th and 26th)
13. **Executive Session**

This agenda is subject to change at any time up to 24 hours prior to the scheduled meeting.

This meeting will be held in Council Chambers at City Hall.

14. Adjourn

It is the policy of the City of Peachtree City that all city-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator Yasmin Julio at (770) 632-4261 or e-mail yjulio@peachtree-city.org at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

This agenda is subject to change at any time up to 24 hours prior to the scheduled meeting.

This meeting will be held in Council Chambers at City Hall

City Council of Peachtree City
Meeting Minutes
Thursday, January 4, 2024
6:30 PM

Call to Order

The Mayor and Council of Peachtree City met in regular session on Thursday, January 4, 2024. Mayor Kim Learnard called the meeting to order at 6:30 p.m. Council members attending: Laura Johnson, Suzanne Brown, Clinton Holland, and Frank Destadio.

Pledge of Allegiance and Moment of Silence

Oath of Office

Learnard administered the oath of office to new Post 1 Council Member Laura Johnson. Magistrate Judge Christy Dunkelberger administered the oath of office to new Post 2 Council Member Suzanne Brown.

Election and Oath of Office of Mayor Pro-Tem

Holland nominated Destadio to serve as Mayor Pro Tem. Brown seconded. Motion carried unanimously, and Destadio was sworn in by the Mayor.

State of the City Address

The Mayor presented the annual State of the City address, beginning by saying 2023 was a year of record collaboration and success. The year began with the hiring of Robert Curnow as City Manager, and the first priority was to address the ongoing crisis in staffing, especially in the Police Department, where they were losing officers to other jurisdictions. Council approved a revamped compensation package, and Learnard said she had sworn in seven new officers and they had not lost any staff to other agencies since.

The next challenge, she stated, was City communications, and they had hired talent in videography, graphic design, and creative content. The results had been a beefed-up presence on social media, a new weekly City newsletter, and Mondays with the Mayor programming that updated citizens on hot topics. They had created videos for the Special Purpose Local Option Sales Tax (SPLOST), the municipal elections, and the recreation master plan. If a citizen wanted factual information, the Mayor stated, the City was your source.

City leaders held an off-site retreat in March where they agreed on core values such as professionalism, accountability, teamwork, honesty, sustainability, safety and security. The next retreat would be this month, Learnard continued, and she viewed it as an opportunity for teambuilding and long-term strategizing that would help them discern where they wanted the City to go in the future.

Also in March, voters approved the 2023 SPLOST with 74% of the vote. It contained \$67 million in projects. Orders had already been placed for fire vehicles and they were replacing vehicles in Public Works and Buildings and Grounds.

The Mayor reported that the Police Department received the prestigious Commission on Accreditation for Law Enforcement Agencies (CALEA) award for the 10th time. They added two new collision reconstructionists and launched a crime suppression unit. In the Fire Department, the International Standards Organization (ISO) was completed, and Josh Teal was appointed to enhance public education and public relations. The Department now met on a regular basis with area schools, homeowners associations (HOA), scouts and other civic groups, and fire safety classes were planned for the Cresswind community. The Engineering Department was working on plans for a Police Department expansion to provide administrative space, evidence storage space, and upgraded HVAC.

Infrastructure maintenance remained a priority, Learnard continued. Thanks to the SPLOST, the paving backlog had dropped from 10% to 5% while the overall paving condition index increased enough to rank it the highest among Peachtree City's peer cities. Six miles of multi-use path had been resurfaced, and about a half mile of path added. They were waiting for the Georgia Department of Transportation (GDOT) to grant the permit to use the SR 54 shoulder while widening the golf cart bridge over Lake Peachtree. Sewer and stormwater work were planned for Huddleston Road in 2024.

Recreation improvements included a new Riley Field running track. The City took over operations at the Tennis Center at the beginning of 2024 with only a few months' notice from the previous operators. The Mayor said she was proud of the smooth transition. Also, a company was contracted to assess the City's Recreation facilities and create a new Recreation Master Plan centered around citizen input. She mentioned the ongoing effort to find a spot for new pickleball courts, noting they had \$770,000 in SPLOST money to use for this. The Peachtree City-Fayette Pickleball Association had 1,000 members, she pointed out.

2023 was the best season ever at The Frederick Brown Jr. Amphitheater, Learnard continued, and she also stated they had renewed emphasis on tourism after COVID, with several events planned for 2024. The library ranked number two in circulation per capita in Georgia, and new programs and partnerships were being added.

The City budget stood at \$51 million, with a 56.5% reserve. However, construction costs had increased 55% in three years, with information technology (IT) costs up 30%. Asphalt costs were up 30% in the last 12 months. But, she reported, the City millage rate had not increased in the two years she had been Mayor, and there were no plans to do so over the next four years.

She mentioned the Zencity platform they were using for surveys and feedback and the newly-launched navigation app for the paths. A film ordinance was adopted that would encourage local filming while minimizing disruption. The Flat Creek Boardwalk was repaired and restored following storm damage. Events at Drake Field, such as the Night Markets, Sunset Sounds and the Hispanic and Italian Heritage Festivals drew record

crowds. Peachtree City had been re-certified as a running -friendly community and a bike-friendly community, and the Mayor commended citizen Keith Larson for obtaining a partnership grant with AARP that enabled the City to mark six trails that were navigable by citizens with mobility issues.

2023 was a record year in bringing jobs to Peachtree City, Learnard stated, thanks in part to a strong partnership with the Fayette County Development Authority (FCDA). The Danish company SP Meditech was bringing 200 new jobs, and there were so many expansions at existing industries that the FCDA had to create a new position to manage those projects. CertainTeed was investing \$140 million in its expansion, and several other industries were on deck for expansions. Gerresheimer had announced another expansion. They already employed 270 people and would be building a new facility on 37 acres that would create 415 new jobs. Clayton State University and Southern Crescent Technical College opened the Center of Innovation, allowing industries to partner with higher education for workforce training, as well as offering degree and other programs.

The coming year would bring tremendous challenges, Learnard concluded, saying Peachtree City did not have the luxury of sticking its head in the sand and declaring they did not want anything to change. Everything around them was changing. She pointed out the unbridled growth in Coweta County and how they were sending traffic through Peachtree City. Fayetteville's borders were inching closer to Peachtree City. In early 2024 GDOT would begin a major rework of the SR 74/54 intersection. The displaced left turn project would take about 30 months to complete and reduce the number of traffic light phases from eight to four and improve the efficiency and safety of the intersection. Annexation and housing would be two priorities for Council in the coming year, and the Mayor mentioned a presentation they heard from graduate student Taylor Pessin about the lack of affordable housing for young people in Peachtree City and Fayette County.

She noted that for the first time, Peachtree City had a majority female City Council. She said she was glad to have new perspectives on Council and pledged to do her best to lead by example. She noted that this year was Peachtree City's 65th year and they would be celebrating with community spirit and uncompromised excellence.

Announcements, Awards, Special Recognition

A. 65th City Anniversary (1959 - 2024)

City Clerk Yasmin Julio noted that Peachtree City was chartered on March 9, 1959, so this was their 65th anniversary. She presented the new anniversary logo that would be used this year during the celebrations.

Public Comment

None

Agenda Changes

None

Minutes

A. December 7, 2023 Regular Meeting Minutes

Holland moved to approve the December 7, 2023, Regular Meeting Minutes. Destadio seconded. Motion carried 3-0 with new members Brown and Johnson abstaining.

Consent Agenda

Holland moved to approve Consent Agenda items A-H. Johnson seconded. Motion carried unanimously.

A. Resolution #01042024-CA1 Indemnification of Public Officials

APPROVED 5-0

B. Legal Organ - Fayette County News

APPROVED 5-0

C. Appointment of Public Facilities Authority Board Members

APPROVED 5-0

D. Replacement of F350 Truck (Recreation & Special Events)

APPROVED 5-0

E. FY24 Budget Amendment- Replacement of Zero-Turn Mowers (PW-Grounds)

APPROVED 5-0

F. FY24 Budget Amendment - Fire Grant

APPROVED 5-0

G. FY24 Budget Amendment - AED Lease

APPROVED 5-0

H. FY24 Budget Amendment - Memorial Bench

APPROVED 5-0

Old Agenda Items

None

New Agenda Items

A. 01-24-01 First Reading of Solid Waste Management Ordinance

Julio said this addressed ambiguity within Section 42-83(g) of the Health and Sanitation ordinance. They were asking to strike the subsection in its entirety. The Noise Ordinance allowed enforcement, and the enforcement methods listed in this subsection actually made it more difficult for Code Enforcement and Police to enforce. They would come back to a future Council meeting with some changes to strengthen the Noise Ordinance.

Julio noted this was the first reading, but Council could adopt it that night if they desired. The Mayor said it seemed straightforward and recommended adopting it without a second reading.

Holland moved to approve the First Reading of Solid Waste Management Ordinance. Destadio seconded. Motion carried unanimously.

Public Hearings

A. 01-24-02 Variance for 507 Pine Circle, front and rear setback

This was a triangular-shaped property in the north-central part of the city, zoned for Residential as R-22, explained Planning and Development Director Robin Cailloux. She presented a site plan for what was requested, and it showed that they would like to construct a garage that would encroach into the front and rear setback.

This property came before Council in October for other variance requests that were approved. Those included the existing house encroachment, the proposed pool, and the detached garage. Cailloux noted that this was a unique lot and the site plan was a bit busy, so she had created a color-coded graphic to illustrate the various setbacks on the property. The front had a 50-foot setback, and the garage previously approved by Council encroached into that. The requested golf cart garage was behind the front line of the garage that had already been approved. There was a 30-foot rear setback, and the house was built into that setback when it was constructed in 1969. Council, in October, approved that existing encroachment as well as a pool encroachment. The side setbacks were 15 feet in this zoning district. This lot was unusual in that there was a greenbelt in between the property line and the right-of-way.

She again stated that the golf cart garage would not encroach any further than what was already approved, but when they came to Council in October, the golf cart garage was not shown on the site plan, so they were required to go through this process again.

There were criteria for reviewing variance requests, and Cailloux said the staff report detailed those. They included if there were special circumstances applicable to the property, that it did not create inconsistencies with the Comprehensive Plan or constitute granting of a special privilege.

Staff had one recommended condition if Council did approve this: that the golf cart garage should be built of the same materials, roof pitch and colors as the main house, which was currently undergoing a full renovation.

Builder Bob Barnard came forward to say that the omission of the golf cart garage from the original variance request was his mistake. The property owner had asked him to include it, and he forgot to get it added to the plans and the survey. He said he was in agreement with the condition Cailloux had mentioned.

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

Holland then said he believed the new cart garage was in front of the doors of the garage they approved in October. How did he propose to get cars in and out? Barnard replied that the elevations he presented in October had the garage facing the street. The original garage driveway came in through the side, but because it crossed a greenbelt, which was illegal, they were moving it and coming in through the front side. They would buffer the greenbelt side with some landscaping.

Holland said the drawings Council received did not indicate that they were changing the direction of the garage door. Barnard told him the plan was submitted in September or October. The homeowners wanted a parking area in front of the house for overflow parking. Holland asked if that meant he was taking out the existing driveway and putting in one to the front? Barnard said that was correct, and Holland asked if additional permitting was required.

A new driveway required an engineering permit, Cailloux stated, mainly to confirm that it would not interfere with stormwater or infrastructure in the right-of-way. So there was no variance? Holland asked, and Cailloux said there was not.

Barnard said the permit with the inspection by SafeBuilt showed that the garage was always facing forward.

Holland then said there was room on the other side of the house for the golf cart garage that would not require a variance. Barnard noted that the entire house was in total violation on the front and rear. He had tried to keep the rear encroachment at 8 feet, 9 inches. The side setback was 15 feet, so it would not be encroaching, but the front setback cut off the garage. There was just six feet between the new garage and the house, he pointed out. If he came forward, he was in the front yard, but if he went towards the back, he was in the greenbelt. There was no other place to go, Barnard remarked.

Holland pointed to the other side of the house where there was space within the setbacks, saying the golf cart garage could fit there if the air conditioner was moved. He said they wanted to stay within the setbacks, not give out variances every time someone made a mistake.

The elevation on that side of the house was about five feet lower than the finished floor of the house, Barnard remarked. Another issue was access to the house because that end of the house was all bedrooms. He would have to get an elevation to get into the garage if they went at grade level, then create a set of stairs and go through a bedroom to get into the house or create a walkway along the rear of the house to the deck. It would not be feasible if you were carrying groceries, for instance, he remarked. They would have to create a whole roofing

system for bad weather.

Holland said what he was hearing was that there would be an extra cost. Barnard agreed, saying there would be quite a bit of extra cost, and, elevation-wise, it would be hard to make it aesthetically pleasing to what they were already doing.

Holland then said Council's job was to do what they needed to do within the setbacks.

Johnson noted that the applicants' statement said there was an elevation and plan of the proposed addition attached. Barnard said the plan submitted did not have the golf cart garage. He said the addition mentioned was the main garage. No elevation was submitted.

Brown said updated plans would have been helpful. She noted that the variances granted in October carried no legal precedents in regard to this application, and Barnard said he understood. She went on to say that because the other variances were granted, it did not mean a similar encroachment would be allowed, and Barnard agreed.

Destadio said he, too, had wondered why it could not be located in the space Holland had asked about, but he thought Barnard answered that pretty well. He noted there were elevation problems and weather problems.

Learnard said this was a perfect example of why they had a variance process. If this was not worthy of a variance, they might as well not have the process, she continued, saying she had turned down many variance requests, but there was no other reasonable way any reasonable person could build this. It would be better for the neighborhood and the community to place it as shown, she remarked.

Brown said she somewhat disagreed with the Mayor. There were a lot of people who were forced by small lots or unusually shaped lots to locate golf cart garages in less than wonderful locations. Here, they could still go through the garage and unload groceries, then drive around to the golf cart garage on the other side. There were plenty of people with golf cart garages built like sheds in their backyards, she reported.

Destadio said he disagreed with Brown, recalling a request where the property owners wanted a variance for their golf cart garage because it would block their view of the golf course. Council denied that variance because there was no real need. Here, he felt Holland asked an honest question about the location and got an answer that made sense.

Destadio moved to approve Public Hearing item 01-24-02, Variance for 507 Pine Circle, front and rear setback with the recommended condition. Johnson seconded. Motion carried 4-1, with Destadio, Holland, Johnson, and Learnard voting in favor,

and Brown voting against.

B. 01-24-03 Variance for 411 Dividend Drive, for side setback

This property was in the southern-central part of the Industrial Park, Cailloux noted, and was a well-developed heavy industrial site. Using a Google Earth photo, she pointed out Dividend Drive and the railroad, which had a spur onto the property, as well as an area where the plant expanded in 2012. They were now looking to increase capacity by adding an 80-foot diameter storage silo that would be up to 10 feet inside the 20-foot side setback. A line drawing showed the proposed silo and the encroachment into the side setback.

Again, she reminded Council of the variance review criteria and said staff had no recommended conditions should they approve the variance. Because of the unique circumstances, the president of the company was present to answer technical questions.

Juan Fritschy said he had been president of the company for 13 years and they had been growing a lot. They had moved offsite all the activity that they could, buying property in Tyrone and in LaGrange, but certain things had to be attached to the production process, and this tank was one.

He explained that where they wanted to locate the tank was flat, but the area closer to Dividend was about 20 feet higher. Cailloux showed a Google Earth photo taken from Dividend that illustrated how the berm along Dividend blocked the view of the facility. Fritschy remarked that this placement of the tank was the best option. The hill made it difficult to go towards the front of the property and some trees would have to be removed. There was a self-storage facility on the other side of the area they would be encroaching on.

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

Holland confirmed with Fritschy that this would be an oil storage tank. Fritschy said it would be, for new product. Holland remarked that 80-foot tanks were usually about 30 feet tall. Fritschy replied they would replicate the design of a big tank shown in the photo, but it would be taller with the same diameter. They could reduce the diameter but wanted to err on the side of caution and replicate what they already had.

Holland asked if they could stay within the setbacks by increasing the height of the tank, keeping the volume the same? He knew there were 72-foot tanks available. Fritschy said it was technically possible, but they did not want to do it that way. Putting the tank totally inside the setbacks would limit a lot of crane movement, personnel movement, and tanker movement, he reported. Dropping the diameter would interfere with the necessary turbulence they needed in the processing. It was not just about volume; it was about the shape of the tank.

Was there any other place to put this other than cutting into the hill? Holland wondered. Fritschy said there was not; they had already been squeezing their real estate pretty hard. The plant had grown in capacity two and a half times in the past 10 years, and they were aiming for more growth. He said this was the most sophisticated plant in this business in the whole country.

Holland told him they appreciated them being in the city and wanted to help him out.

Destadio asked what the plant did. Fritschy said they recycled used motor oil into new lubricants. They were the second largest used motor oil collector in the country. This new tank was needed because of the increased volume of their business.

Brown asked about the process tower, which was on one diagram and was more adjacent to the building. According to his statement, it sounded like the location of the process tower was why they needed to put this tank into the setback area. Could the process tower be moved?

It could not, Fritschy replied; it was an 86-foot tower and impossible to move. It needed periodic maintenance, and big cranes had to maneuver behind it. The cranes would not be able to get into position if the tower was moved closer. This was a \$150 million plant, and the process tower accounted for \$40 million of that, he remarked. It worked 24/7.

Brown asked if it would be advantageous to cut into the embankment at the front of the property since the business was growing so rapidly? They could build a retaining wall and give themselves room for expansion.

They were already working on what the next investment in the plant would be in the next five to 10 years, Fritschy told her. That investment would need every square foot of that hill. If they put the tank there, they would put an obstacle in the way of those plans. He mentioned again that they were doing everything they could to grow the company outside the site. But this tank had to be on this site and it had to be in that location to give them some freedom to grow in the future.

Johnson wanted to know how tall the wall was that was going around the tank. The contractor said it would be 25 feet. That is what would be closest to Cube Smart, not the tank; the actual tank would not be encroaching too much. Johnson said her other questions had been answered, and it did seem that this was the only suitable location for the tank. She added that it was important to support industrial growth.

Fritschy mentioned that the rail spur was the restriction. They needed to double it, which they had tried, but could not get the property. They needed space between production and shipping. Right now, they were in a pinch because they were

producing so much so fast and had no place to store it before the rail cars could come and pick it up.

How much space was between the tank and wall? Brown asked. The contractor explained it was a retaining wall about three feet from the tank.

The Mayor called for a motion, saying that in her opinion they should support their industries and it would be unsightly to move this tank any closer to the road.

Destadio moved to approve Public Hearing item 01-24-03, Variance for 411 Dividend Drive for side setback. Johnson seconded. Motion carried unanimously.

Council/Staff Topics

Peachtree City had an ordinance that addressed a municipal property tax exemption for senior citizens, Brown remarked. She said quite a few people did not know it existed, and it needed to be updated. It offered \$5,000 off the appraised value of the property to people older than 65 whose incomes were \$30,000 or less. The ordinance was adopted in 2006 and the amount of the exemption and the qualification numbers had never been changed. She thought both should have gone up. Last year, 80 people applied for and received this exemption. She thought there were more people who should and could qualify, especially if they raised the numbers. She noted that many seniors were forced out of their homes if one spouse died, and they lost that income. She wanted all seniors to know about this.

City Attorney Ted Meeker said this was something the City could do, but it was not as simple as Council adopting a revised ordinance. They would have to adopt a resolution, and it would have to be done through local legislation passed by the General Assembly. That local legislation called for a referendum. It was approved by a referendum in the 2005 election, Meeker noted. There was a window of opportunity to get the legislation through this year's session of the General Assembly and then hold a special election in the fall or they could wait and hold the referendum in conjunction with the next municipal election in 2025.

Executive Session

Adjourn

There being no further business, Destadio moved to adjourn at 7:56 p.m. Brown seconded. Motion carried unanimously.

Martha Barksdale, Recording Secretary

Kim Learnard, Mayor

EXECUTIVE SERVICES

Q4 2023



Visitors to City Hall:

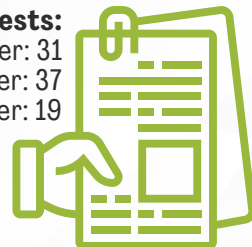
October: 2,830
November: 2,875
December: 1,990

7,695 VISITORS TOTAL

Open Record Requests:

October: 31
November: 37
December: 19

87 REQUESTS TOTAL



HIGHLIGHTS:



Peachtree City's communication channels boomed in 2023, reaching millions on social media and skyrocketing YouTube viewership. Facebook and Instagram saw a combined 1.65 million in reach, while Facebook alone hosted over 100,000 visits.

But the real triumph lies in YouTube, where subscriber growth exploded by over 232% in 2023 and views soared by 2836%. This wasn't just organic growth either, as Peachtree City strategically expanded their communication team, earning recognition along the way with three prestigious Telly Awards and high-profile coverage in national and local media outlets like The New York Times and Bloomberg News.



NAVIGATE PTC

Navigation App Downloads:

Apple: 2,717
Android: 553

453%

Increase in Facebook Reach
From 308k (2022) to 1.4M (2023)



Our YouTube views soared by an incredible **2836%** from 6.3k to 185k. Our subscribers skyrocketed from 165 to 782 subs in just two years! Watch time grew from **127 to 4.7k hours**.

- Expanded communication team
- Prestigious Telly Awards triple crown
- High-profile media coverage in national and local outlets



Instagram profile visits climbed 467% from 2.4k to 14k. Our reach jumped 3125% to 285k from 8k.



Facebook page visits increased by 85% from 55k to 102k.



TELLY AWARDS

ECONOMIC DEVELOPMENT



- Coordinated with FCDA to assist in the expansion of Gerresheimer which will result in an investment of more than \$88 million and 200 jobs in Peachtree City
- Addition of an economic development retail recruiter, Retail Strategies
- Participated in the Eat Drink and Shop Lo-ho-ho-Cal Christmas program to promote locally owned stores, restaurants, businesses and service providers



FINANCIAL AND ADMINISTRATIVE SERVICES



NEW GOLF CARTS REGISTERED:

271 RESIDENTS
252 NON-RESIDENTS



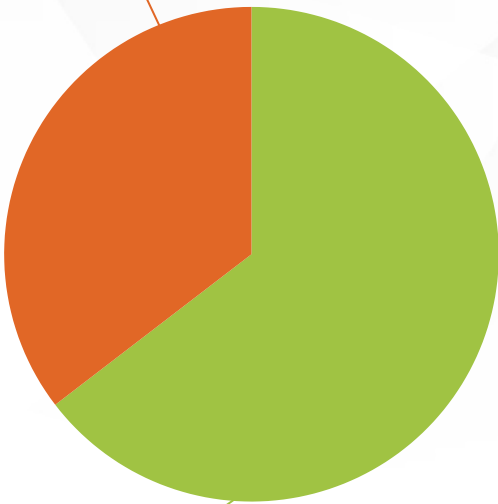
CASH BASIS FISCAL YEAR TO DATE AS OF DECEMBER 31, 2023

	General Fund	Other Funds
Cash	\$71,986	\$14,286,022
Investments	\$44,587,951	\$35,688,790
Total	\$44,659,937	\$49,974,812

1ST FISCAL QUARTER
OCTOBER 1, 2023-
DECEMBER 31, 2023

GENERAL FUND REVENUE

Actual
\$29,472,541

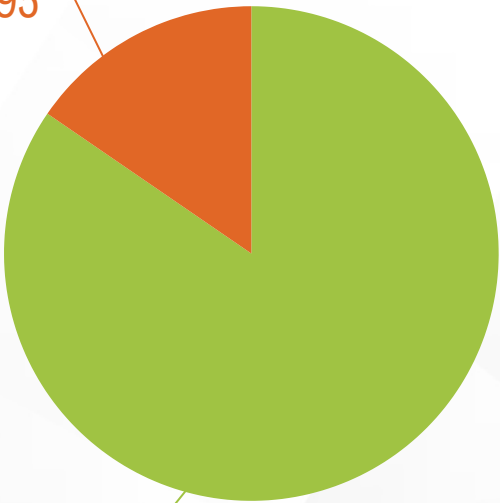


Budget
\$53,750,471

*CASH BASIS FISCAL YEAR
AS OF DECEMBER 31, 2023

GENERAL FUND EXPENDITURES

Actual
\$9,807,495



Budget
\$53,750,471

*CASH BASIS FISCAL YEAR
AS OF DECEMBER 31, 2023



CITY OF PEACHTREE CITY
 QUARTERLY REPORT
 GENERAL FUND AND HOTEL/MOTEL TAX FUND
 BUDGET COMPARISON (UNAUDITED)
 QUARTER ENDED DECEMBER 31, 2022

PERCENTAGE OF BUDGET YEAR COMPLETED 25 % (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2023 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 24,042,202	\$ 19,549,565	\$ (4,492,637)	81.31%
Franchise Taxes	3,140,342	325,579	(2,814,763)	10.37 %
Local Option Sales Tax	11,515,304	1,802,124	(9,713,180)	15.65 %
Other Sales & Use Taxes	1,027,493	261,549	(765,944)	25.46%
Business Taxes	4,196,913	3,842,268	(354,645)	91.55%
Licenses & Permits	1,778,440	625,648	(1,152,792)	35.18%
Intergovernmental/Grants	284,131	37,500	(246,631)	13.20 %
Charges for Services	2,621,660	280,273	(2,341,387)	10.69 %
EMS Billings	750,000	432,267	(317,733)	57.64%
Fines & Forfeitures	1,167,000	225,256	(941,744)	19.30 %
Investment Income	1,124,095	681,659	(442,436)	60.64%
Other Revenue	147,000	23,031	(123,969)	15.67 %
Other Financing Sources	751,655	181,585	(570,070)	24.16 %
Total General Fund Revenues	\$ 52,546,235	\$ 28,268,305	\$ (24,277,930)	53.80%
Surplus Carryover	1,204,236			
Total General Fund	\$ 53,750,471			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2023 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 1,461,912	\$ 253,028	\$ 1,208,884	17.31%
Administrative Services	1,494,088	268,507	1,225,581	17.97%
Financial Services	3,463,066	863,158	2,599,908	24.92%
Police Services	11,810,280	2,307,984	9,502,296	19.54%
Fire/EMS Services	13,008,980	2,524,414	10,484,566	19.41%
Public Works/Building Maint./Engineer/Grounds	8,991,056	1,598,930	7,392,126	17.78%
Planning & Development/Code Enforcement	1,774,048	286,727	1,487,321	16.16%
Racquet Center	1,187,981	34,651	1,153,330	2.92%
Library Administration Services	1,287,539	297,850	989,689	23.13%
Recreation & Special Events.	4,669,116	783,726	3,885,390	16.79%
Non-Divisional:				
Unemployment Insurance	20,000	-	20,000	0.00%
Non-Profit Organizations	25,000	-	25,000	0.00%
Transfer to Keep PTC Beautiful	6,430	-	6,430	0.00%
Transfers to Other Funds	4,009,961	543,858	3,466,103	13.56%
Liability Insurance	125,000	-	125,000	0.00%
Litigation Services	245,612	16,295	229,317	6.63%
Contingency - Facilities Maintenance	150,000	-	150,000	0.00%
General Administration/Miscellaneous	724,746	28,365	696,381	3.91%
	5,306,749	588,518	4,718,231	
Budgeted Savings	(704,344)	-	(704,344)	0.00%
Total General Fund	\$ 53,750,471	\$ 9,807,495	\$ 43,942,976	18.25%

HOTEL / MOTEL FUND REVENUES				
Description	2023 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/ Motel Taxes	\$ 1,977,747	\$ 484,228	\$ (1,493,519)	24.48 %

HOTEL / MOTEL TRANSFERS OUT				
Type	2023 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 741,655	\$ 181,585	\$ 560,070	24.48%
Transfer to Tourism Association	865,264	211,850	653,414	24.48%
Transfer to Hotel/Motel - TPD Fund	370,828	90,793	280,035	24.48%
Total Hotel/ Motel Transfers Out	\$ 1,977,747	\$ 484,228	\$ 1,213,484	24.48%

HUMAN RESOURCES AND RISK MANAGEMENT

2023


TOTAL EMPLOYEES:
341

18 NEW HIRES

4.08 TURNOVER RATE


13 SEPARATIONS

AVERAGE SALARY:
\$59,379.18

CURRENT VACANCIES:

PAST EVENTS:

Walking Challenge - Nov/Dec 2023
Holiday Luncheon - December 2023

UPCOMING EVENTS:

Walking Challenge - TBD


CVB - 1
Engineering - 3
Finance - 1
Fire - 1
Grounds - 3
Human Resources - 1
Police - 6
Public Works - 8
Recreation - 5



LIBRARY SERVICES

Q4 2023

31,507
ACTIVE
USERS



ITEMS ADDED: 1,098

YTD: 3,923

ITEMS WEEDED: 699

YTD: 3,457

EBOOKS/EAUDIOS
DOWNLOADED:
21,951

YTD: 77,289



REFERENCE
ASSISTANCE:
3,771

YTD: 18,034

CIRCULATION:
75,728

YTD: 337,649

WIFI USE:
14,860

YTD: 56,261



33,591 IN-PERSON VISITS YTD: 140,056

598 VOLUNTEER HOURS YTD: 2,147

1,978 PROGRAM ATTENDEES YTD: 11,529



COMPUTER USE:

1,925 YTD: 8,187



POLICE

Q4 2023

CRIME:

Part I Crimes increased 28%
in 2023.

Why the big increase? Shoplifting!

If we remove the increase in shoplifting cases this year, our **part 1 crimes would be down 18%!**



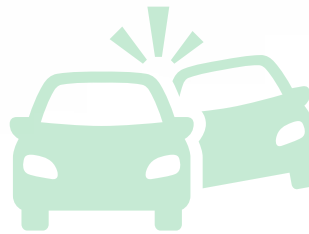
**Calls for Service
UP 2%**



VEHICLE COLLISIONS:

Vehicle collisions dropped by 14% in 2023.

**Vehicle Collisions with Injuries
dropped by 6%** in 2023.



Average Response time to Non-Emergency Calls

5 MINUTES 16 SECONDS



Community Outreach events in 2023

410 COMMUNITY EVENTS

Dispatched Calls	12,837
Officer Initiated Calls	14,456
Security Checks	53,206
Training Hours	12,060

TRAFFIC ENFORCEMENT:

**57% WARNINGS
43% CITATIONS**



Follow-up investigations assigned to Criminal Investigations and cleared by arrest **increased by 23%** in 2023.

Follow-up investigations assigned to patrol and cleared by arrest **increased by 130%** in 2023.

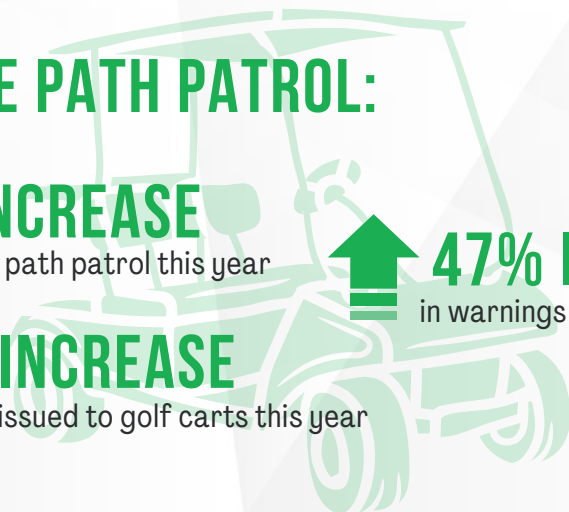


MULTI-USE PATH PATROL:

9% INCREASE
in multi-use path patrol this year

20% INCREASE
in citations issued to golf carts this year

47% INCREASE
in warnings issued to golf carts this year



PLANNING AND DEVELOPMENT

Q4 2023

BUILDING PERMITS:

572 ISSUED IN Q4
2,145 ISSUED IN 2023

 **31% INCREASE**
Over the last five years

44%
Of all permits issued in 2023 were for Residential Alterations

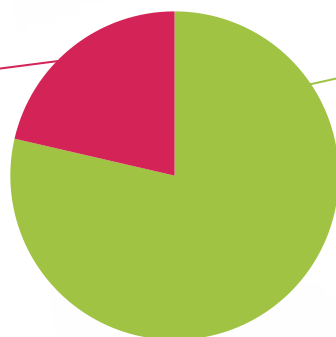
Average Review Time

8.2
commercial permits
(10-day goal)

4.3
residential permits
(5-day goal)

With the completion of the subdivisions in Wilksmoor Village, new residential construction is down. 52% of the value of residential work being done is alterations to existing homes. Commercial & Industrial construction value saw a spike in Q4 with over \$32.2 M in alterations.

Residential Construction
21%



Commercial & Industrial Construction
79%

68%
of all permits over the year were applied for online.

1,652
Total number of permits applied for online

Commercial plan reviews jumped to 17 reviews in Q4, an increase from 13 in Q4 2022. We met our review time goals for development plans. **The average review time on commercial development plan reviews was 9.7 days** (14-day goal) and **13.3 days on residential development plans** (14-day goal).

Code enforcement had 416 cases this quarter, a 19% increase over Q4 2022. Officers exceeded their goal of being 80% proactive with a rate of 87%. Officers worked with homeowners to complete **72 structural rehabilitation cases in 2023**.

416 Code Enforcement Cases

 **19%** increase since Q4 2022

 **87%** Rate of Proactiveness

The Park & Path Enforcement team ended their season in October. They patrolled 325 hours in that month. The highlight of the month was assisting the Police with Path enforcement checks.

23 Confiscated signs

825 Public interactions in October

Planning staff assisted with 6 variances, 1 rezoning, and 2 annexation requests. Staff continued to assist with creating a new ordinance for Short Term Rentals. This work will continue in the new year.

PARK AND PATH ENFORCEMENT TEAM

PUBLIC WORKS RECAP 2023



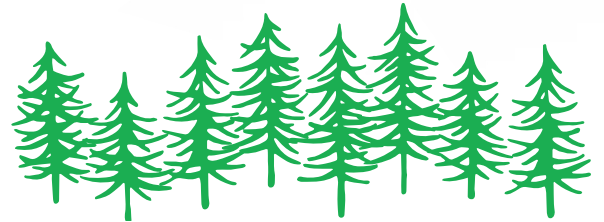
- 133 SIGNS MADE
- 108 SIGNS REPLACED
- 66 POSTS REPLACED
- 49 NEW INSTALLS



SIGN-POST
MAINTENANCE
OCCURRED
196 TIMES

TREES:

Public Works continued to address trees within public ROW and city greenbelt that were deemed hazardous. In addition, trees were removed that were infected with Pine Beetles.

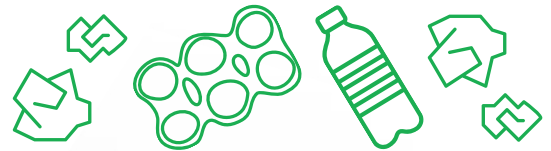


RECYCLING CENTER:



1204 MULCHERS

9357 VISITORS



PAVING:

Over 148 potholes filled on cart paths and roads
Over 8 miles of cart path paved
14 miles of roadway paved
9 street patches
Several linear feet of curb repair

FLEET:

2033 pieces of equipment and vehicles serviced

RECREATION AND SPECIAL EVENTS

Q4 2023

PROGRAMS:

KEDRON: 35 PROGRAMS | 308 PARTICIPANTS

| KEDRON GYM Q4

- 5,097 total users
- 3,650 paid daily fees
- 1,447 used membership passes



| KEDRON GYM 2023

- 17,477 total users
- 12,166 paid daily fees
- 5,281 membership passes used

KEDRON POOL Q4

- 2,955 total users
- 1,041 paid daily fees
- 1,914 used membership passes

AQUATICS 2023

- 11,115 total users
- 8,160 paid daily fees
- 9,799 membership passes used

EVENTS:



10 SPECIAL EVENTS *Including*
3 CITY-SPONSORED EVENTS

FACILITIES:

- Launched Recreation Master Plan Survey
- Completed Field of Hope Design
- Repaired Playgrounds at Braelinn, Rubicon and Crabapple
- Re-coated Restroom Floors at Braelinn Complex
- Replaced Rotted Wooden Boards and Stained Observation Deck at Line Creek
- Seeded All Athletic Fields with Rye
- Refurbished Benches at Pebblestump Park and Kedron Tot Lot

ATHLETICS:

Adult Basketball (in season): 24 teams | 236 participants | 28 games
Adult Volleyball (season complete): 16 teams | 137 participants | 24 games

- 7** Youth Associations races, tournaments, swim meets and and Championship Games
- 4** Athletic events from outside organizations hosted at city facilities



TOURISM

VISITOR TOUCHES:

283 TOTAL CALLS
1,572 YTD

6 INTERNATIONAL CALLS
18 YTD

5 BLOCKED CALLS
12 YTD

142 IN-STATE CALLS
945 YTD

128 OUT-OF-STATE CALLS
555 YTD

2 RESTRICTED CALLS
3 YTD

GIFT STORE SALES: **\$10,090.00**
YTD: **\$23,393.50**

GROUP AND M&C SALES:

DEFINITE:

- Westwood 50th Class Reunion (April 2024)
- Battle at PTC USSSA Baseball (April 2024)
- NCBA South Atlantic Regional Tournament (May 2024)
- AJGA Atlanta Classic (August 2024)

SHOWS ATTENDED:

- NTA Travel Exchange Trade Show - Shreveport, LA (Nov 2023)

CVB EVENTS:

- Photos, Cookies and Cocoa with Santa (over 100 visitors and dozens of toys donated to Toys for Tots)

MARKETING AND AD HIGHLIGHTS:

- Sports Events Ad
- Sports Destination Management Ad
- Sports ETA Membership
- Fright Lights and Holiday Lights Maps and Contest
- Purchased banner space at the PTC BMX Track
- Invested in pull up banners for tradeshows, newly designed rack cards and branded canopy
- Partnership agreement with Line Creek Brewery (Coming Spring 2024)
- Partnering with CAF Airbase Georgia for future events (2024)
- Planning phase of an exclusive culinary tour #PTCEATS (Coming Spring 2024)

Q4 2023

WEBSITE:

VIEW HERE!

Total Sessions: 4,739
YTD: 50,018

Mobile: 3,601
Desktop: 845
Tablet: 293
Unique Users: 4,112
Page Views: 6,428



PTC PASSPORT DATA:

Total Sessions: 9,066
Mobile: 7,652
Desktop: 1,042
Tablet: 302
Unique Users: 7,326
Page views: 20,304



SOCIAL MEDIA SPOTLIGHT:



2K plays

Nice! A reel your shared reached 2,000 plays and helped you earn this achievement. Keep track of how many of [your individual reels](#) reach 2,000 plays.



Soooo many events this weekend in and around Peachtree City. Do you see one that needs added? Trun...

Published by Missy Frye Roberts · October 26, 2023 ·

Post Impressions

41,498

Post reach

41,291

Engagement

1,620

FIRE

Q4 2023

HIGHLIGHTS:

Peachtree City Fire Department assigned Josh Teal to be the lead for public education. We have since launched Facebook and Instagram accounts and working with communities to offer fire safety opportunities.

We also completed Apparatus Operator-Pumper Course on site and opened signup for the next course.

82 A Shift with Local Scout Pack 279 on a Station Tour:

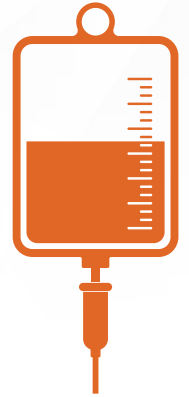


NUMBERS:

4 FIRE CALLS
1423 EMS CALLS

TOTAL CALLS FOR 2023: 5608
5.2% Increase from 2022

TOTAL FIRE CALLS FOR 2023: 2023



TOP EMS PATIENT COMPLAINTS

- 1 Weakness
- 2 Respiratory Distress
- 3 Traffic/Transport Incidents



TYPES OF EMERGENCY CALLS:

- Fire
- EMS
- Hazardous Condition (non-fire)
- Service
- Good Intent
- False Alarm

AVERAGE RESPONSE TIME: 5:54

AVERAGE RESPONSE TIME FOR 2023: 5:59

ENGINEERING SERVICES

RECAP 2023

HIGHLIGHTS:

- Repaired, inspected and opened Flat Creek Boardwalk
- Riley Field Track Resurfacing Grand Opening with new wall
- Worked with Public Works crew to install guard rail of Stagecoach Path
- Bid and Awarded biennial bridge maintenance contract
- Over 1000 Building & Erosion Permits and Site Plan Reviews
- Completed Design of Police Department Expansion
- Completed Design of Meade Field Lighting Project

BUILDING MAINTENANCE:

- Completed quarterly maintenance for pest control
- Completed 75 general maintenance work orders
- Replaced tankless water heaters at all Fire Stations & Kedron Aquatic Center
- Completed seven outside camera pole installations with electrical power where available at various locations
- Replaced panic lock bar on entrance doors at Gathering Place
- Completed various renovations at Tennis Center
- Installed new exterior lighting on Public Works pole barns
- Completed HVAC, generator and pest control quarterly maintenance city wide
- Upgraded various city locations LED lighting throughout facilities
- Completed Phase 2 installation of new IT network cabling throughout upstairs & downstairs of Rec side of Tennis Center

STORMWATER:

3117 LF DITCHES CLEANED

235.61 MILES OF STREETS SWEEP

26 DETENTION PONDS CLEANED

810 DRAINS CLEANED

87 STRUCTURES CLEANED

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Cathy Wilder, Recreation 1/9/2024
Paul Salvatore, Finance Director 1/9/2024
Justin Strickland, Assistant City Manager 1/10/2024

DATE: January 18, 2024

SUBJECT: FY2024 Budget Amendment - Donation Acceptance for Water Fountain

Recommendation:

Accept the donation from the Peachtree City Running Club and approve the budget amendment to replace the water fountain at Battery Way with a freeze-resistant fountain.

Discussion:

Staff received a request to replace the drinking fountain at Battery Way with a freeze-resistant fountain from the Peachtree City Running Club. They wish to donate \$12,493.95 to pay for the replacement. Staff has received quotes for the replacement and installation will be done to City standards with staff supervising the work.

The attached budget amendment accepts the \$12,493.95 in donations and budgets for the expense in Fund 200 – Neighborhood Parks Fund.

Budget Impact:

The proposed budget amendment will increase both revenues and expenditures in the Neighborhood Parks Fund.

Attachments:

1. Budget Amendments for FY2024 - Donation for fountain at Battery Way

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 24-08

DATE 01/18/2024

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2024 Budget Resolution increasing both Revenue and Expense in the Neighborhood Park Fund \$12,494 for a freeze resistant water fountain at Battery Way.

Entered

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Paul Salvatore, Finance Director 1/11/2024
Justin Strickland, Assistant City Manager 1/11/2024
Robert Curnow, City Manager 1/11/2024

DATE: January 18, 2024

SUBJECT: Amphitheater Stage Ceiling Reconstruction

Recommendation:

Award the price quote for the Amphitheater Ceiling Reconstruction Project to FS Scarbrough Industrial for their low quote amount of \$64,485.62.

Discussion:

The proposed project involves the demolition of the existing ceiling and the construction of a new ceiling capable of supporting a lighting truss that can accommodate heavier lighting fixtures. Many of the sought after acts at the amphitheater explicitly require this for optimal performances. Staff solicited price quotes from three qualified contractors to perform the reconstruction, providing them with designs created by a structural engineer. The results of these quotes are as follows:

Company	Engineered Restorations	FS Scarbrough	Georgia Specialty Metal Supply
Initial quote	\$58,800	\$54,617	\$117,000
Updated quote with sprinkler system	n/a*	\$64,485.62*	\$117,000

*After initial submittal of the first two quotes from Engineered Restorations and FS Scarbrough, staff determined that removal and reinstallation of sprinkler systems would need to be included. Contractors were asked to resubmit a quote with this information. Engineered Restorations responded that they were not able to provide pricing on the updated request and told staff to proceed with other quotes.

Staff has reviewed the quote from FS Scarbrough and finds it acceptable. Therefore, staff recommends that City Council approve the quote from FS Scarbrough in the amount of \$64,485.62.

Budget Impact:

Funding is available in amphitheater improvements other than buildings 565-6180-541260.

Attachments:

1. Fredrick Brown Amphitheater Peachtree City GA_ Engineeered Restorations
2. GSMS Proposal PTC Amphitheater 12-14-23
3. FS Final Quote Amp



Waterproofing | Restoration Structural | Architectural

225 Buford Drive, Suite A, Lawrenceville, GA 30046

(770) 682-0650 Fax (770) 682-0403

www.er-inc.net

PROPOSAL/CONTRACT

Quinn Bledsoe
Peachtree City
153 Willow Bend Road
Peachtree City, GA. 30269
Phone: 770-631-2538 Fax: 770-631-2552
Email: qbledsoe@peachtree-city.org

Date 10/9/23

Page 1 of 2

We have prepared an estimate for: Fredrick Brown Amphitheater Peachtree City GA.

Scope of work: Structural Member Upgrades

Engineered Restorations, Inc. proposes to furnish all the necessary labor, material, tools, equipment, supervision, and insurance to perform above work per the following specifications:

Work Items: (Structural Member Upgrade)

- A. Install new members in accordance with United Consulting drawings dated 1/19/2023
- B. All new panels will be primed and painted to match as close as possible to the existing color
- C. Work scope duration has been calculated at two weeks excluding all weekend work

Engineered Restorations, Inc. price for this work, the sum of: ***\$58,800.00 Fifty Eight Thousand Eight Hundred Dollars***

Notes:

- Engineered Restorations, Inc. appreciates this opportunity to prepare this Proposal and looks forward to working with you to a successful completion of same. Please indicate your acceptance of this Proposal by returning one (1) signed copy for our files.
- This price is based on Standard Insurance Coverage provided by Engineered Restorations, Inc. Should insurance limits exceed Engineered Restorations, Inc. Standard Policy now in effect, same can be provided at additional cost to owner. Any bonds required for this project can be furnished. The cost of same to be paid by others and is NOT included in this Proposal. Our bond rate is 1.5%.
- Water, sanitation facilities, application temperatures, traffic control, parking, security, storage area and protection of completed work to be provided by others at no charge to Engineered Restorations, Inc.

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Acceptance Date: _____

Engineered Restorations, Inc.

Company: _____

By: _____

By: 
Austin McQueen – Project Manager



Waterproofing | Restoration Structural | Architectural

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(770) 682-0650 Fax (770) 682-0403

www.er-inc.net

PROPOSAL/CONTRACT

Quinn Bledsoe
Peachtree City

Date 10/9/23
Page 2 of 2

Re: **Fredrick Brown Amphitheater Peachtree City GA.**

- This proposal only addresses the scope of work specifically described herein. This proposal does not include any professional Engineering services, inspections, observations, or opinions for this scope of work or for this structure in general
- All welding by AWS certified welders using 70xx electrodes

By accepting this offer, Purchaser agrees to the terms and conditions set forth on the face and reverse side hereof. Any different or additional terms in your acceptance or elsewhere, written or otherwise, are hereby objected to and shall have no legal force or applicability whatsoever.

Acceptance Date: _____

Engineered Restorations, Inc.

Company: _____

By: _____

By: 
Austin McQueen – Project Manager

GENERAL TERMS & CONDITIONS

- a. **Definitions.** The contract documents ("Contract") consist of the following: 1) this Proposal, and 2) these General Terms and Conditions which are automatically incorporated into the Proposal by reference. The totality of the services and materials to be provided by ERI are defined as the "Work." Only Work that is specifically described in the Proposal will be the responsibility of ERI. The "Client" (either an owner or a contractor) is the party with whom ERI is contracting and who is identified on the first (1st) page of the Proposal. The site on which the Work is to be performed by ERI is defined as the "Project."
- b. **Scope of Work.** ERI's Work to be completed under this Agreement includes **ONLY** the Work expressly specified in the Proposal. All other work not specifically described is excluded from this Contract. The terms, conditions and provisions of this Proposal shall be, and are, automatically incorporated into any later contract between ERI and the Client executed after the date of this Contract with the same force and effect as though a part thereof, unless and only to the extent that any term, condition or provision hereof is in conflict with any later Contract.
- c. **Performance of Work & Completion Date.** Despite any higher standard stated elsewhere, ERI's Work shall be executed in substantial compliance with the Proposal and any other documents (if any) specified in the Proposal. The Work will be completed in a good and workmanlike manner and free of defects not inherent in the type of Work. Client may reject the Work only for demonstrated noncompliance with the Contract and only if the Architect/Engineer for the Project concurs that the Work is unacceptable. The Work will be completed by ERI in a reasonable time, if no specific completion date is specified in the Proposal.
- d. **Design Services.** Any proposed Work or design services provided by ERI will be reviewed by the Architect/Engineer responsible for the overall Project (not ERI unless ERI's assumes that role in writing) to assure that the design will be acceptable when integrated with the Project. **DISCLAIMER - Although ERI may employ engineers and architects, any Work performed or documents prepared by ERI shall not be considered an "engineer's report" or certification. The Client is encouraged to obtain the services of a licensed engineer or a licensed architect to verify the condition of the Client's Project and the recommendations contained in this Agreement. As a result, ERI disclaims any liability whatsoever that may relate to ERI's analysis of the existing conditions of the Project and ERI's recommendations for repair or remediation of the Project. In addition, ERI may have performed a limited number of tests on the materials of the Client's Project in developing this Contract; however, the Client is advised that additional invasive (and possibly destructive) tests of the materials could be performed and if performed may warrant different recommendations. The Client, after consultation with the Project engineer or architect, should make the determination as to whether or not such additional testing is required.** If ERI does provide engineering services as part of its Work, that fact will be set forth specifically in writing by ERI. If such engineering services are provided, the engineering services are meant to address the adequacy of the specified repair at its discrete location only. ERI's engineering work is not and should not be construed in any way by the Client that ERI has conducted an inspection, analysis, report or recommendation concerning the condition of the Project or structure as a whole or in part.
- e. **Rights as to Owner if no direct contract.** If the Client is not the Owner, ERI shall have, at a minimum and in addition to all other rights contained in this Contract, all those rights and remedies with respect to the Client that the Client has with respect to the Owner.
- f. **Conditions for payment.** Any condition precedent for payment to ERI based upon receipt of payment from any Owner by Client shall extend only for a period of sixty (60) days after the date of ERI's application for payment covering Work performed and materials stored.
- g. **Progress payments, Interest & Attorneys' Fees.** In exchange for the Work to be performed by ERI, Client will pay ERI the Contract Price stated on the Proposal. ERI will submit monthly invoices for all Work performed during each given month. ERI shall be paid monthly progress payments on or before the 10th of each month for the value of Work completed during the prior month plus the amount of materials and equipment stored on or off site. If any monthly invoice is not paid within twenty (20) days of the date of the invoice, interest will accrue as provided below. If Client fails to make payments when due or Client's financial ability to make future payments becomes impaired in ERI's opinion, ERI shall be entitled to damages and an extension of time for performance, and may suspend all Work until payment is made and ERI receives assurances of prompt and timely future payments. The final payment of the Contract Price (including payment of any retainage) for Work completed shall be due thirty (30) days after the Work described in this Contract is substantially completed. ERI's invoices that are not paid when due will accrue interest at the highest rate allowed by law in the jurisdiction where the Work is performed. ERI will be entitled to collect its attorneys' fees actually incurred if it retains an attorney to pursue collection of monies due it.
- h. **Retainage.** Client shall not withhold from ERI as retainage a percentage that is higher than the percentage held by Owner (if any) on ERI's Work. Final payment is due as stated above in paragraph (g).
- i. **Waivers.** Any form or contract language in which ERI purports to release the Client is hereby qualified by the following language, whether or not ERI specifically adds the contract language to any form: "This release shall apply only to Work for which payment has been received in full by ERI. This release shall not apply to retention, to any unbilled changes or to claims which have not yet become known to ERI. This release shall be conditional upon receipt of funds to ERI's account."
- j. **Backcharges.** No backcharge or claim of Client for services shall be valid except by an agreement in writing signed by ERI before the Work is executed. Further, no backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Also, any payments withheld under a claim of ERI's default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid to ERI.
- k. **Time & Hours of Work.** ERI will perform Work only during its normal working hours unless specified otherwise in the proposal. The Project schedule and any modification shall allow ERI a reasonable time to complete ERI's Work in an efficient manner considering the contract completion date. ERI will be entitled to an equitable adjustment in the price of the Work including but not limited to any increased costs in labor, including overtime or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others. ERI shall not be required to commence or continue Work unless sufficient areas are ready to insure continuous Work. Owner/Contractor shall promptly provide ERI with all schedules of work and with any other information necessary for the proper scheduling of ERI's Work.
- l. **Consequential/Liquidated Damages & Delays & Force Majeure.** ERI will be excused and will not be liable for any damages (direct, incidental or consequential) for any delay or failure in performance. This includes but is not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by ERI's subcontractors, suppliers and carriers not caused solely by or solely within the direct control of ERI.
- m. **Changes in Work.** Client acknowledges that the type of Work to be performed under this Contract may require changes. In addition, the Client may make changes to the Work under this Contract but the parties agree that any such change will not be binding on ERI absent a written change order signed by ERI. Despite anything to the contrary in this Contract or elsewhere, ERI will be entitled to an equitable adjustment in compensation should Client fail to provide a change order under circumstances in which ERI performs additional work.
- n. **Claims.** Any claims by Client against ERI must be presented in writing to ERI within fifteen (15) days after they arise, otherwise ERI will have no responsibility or liability for such claim.
- o. **Title to materials.** Until full payment, ERI retains title to the material and equipment furnished under this Agreement, whether or not it is attached to real property. ERI, however, reserves the right to change this conditional sale to an absolute sale at any time to all or any part of the equipment or materials and to pursue any statutory or other remedies in such cases. When and if requested by ERI, Owner will duly acknowledge this contract and will execute, acknowledge and deliver to ERI any other instruments as may be appropriate to constitute the materials and equipment as security for the price to be paid by Client, or to enable ERI to comply with the applicable filing, recording or other laws in the state where the Work is being performed.
- p. **Indemnity.** The Client will indemnify ERI for any and all claims arising out of a) the discovery and removal of hazardous materials; b) any claim, loss, damage or expense which ERI suffers as a result of claims asserted against Client by third parties (including Client's employees or agents) which arise out of Client's activities at the Project, to the extent caused by the negligent acts or omissions of Client or anyone for whom Client is responsible.

- q. **Insurance.** Client agrees that it currently has and will maintain adequate insurance on its Project for the duration of the time that ERI is on the Project. Such insurance will, at a minimum, cover damage to Client's property (including the Project) and liability to persons arising due to the acts or omissions of Client's employees and agents. Client waives any claims it may have against ERI arising out of any losses for which it is insured. ERI agrees that it will maintain worker's compensation coverage as required by the law of the State in which the Work is to be performed and in which the Project is located. If the Client requires ERI to purchase additional insurance coverage or to name the Client as an additional insured under ERI's policies of insurance and the insurer charges an increased premium in either case, Client agrees to pay any such increased premium costs.
- r. **Ownership of Drawings.** All drawings prepared by ERI shall remain the property of ERI.
- s. **Bonds.** Unless otherwise specified in the Agreement, the cost of the Work does not include the cost of a labor and material payment and performance bond. Any required bonds must be purchased by Client at its expense.
- t. **Dispute Resolution.** Any dispute ("Disputes") arising out of or relating to this Agreement shall be governed by the following procedures until finally resolved: (i) within fifteen (15) days of the receipt of any written notice of a claim, the senior executives of each party will negotiate in good faith to settle the claim or controversy; (ii) if the Dispute is not resolved within fifteen (15) days after receipt of notice, the parties will attempt to resolve the dispute through non-binding mediation through the American Arbitration Association ("AAA") or some mutually acceptable third party; (iii) if the Dispute cannot be resolved through the preceding procedures within sixty (60) days of the notice of the Dispute, the parties agree to submit the dispute to binding arbitration through the AAA in the locale where the Work is being performed.
- u. **Mold.** All parties acknowledge and agree that the Project currently has moisture infiltration issues and, as a result, it is possible that "Mold" (such term including fungi, organic pathogens, yeasts, mildew, virus, mycotoxins, spores, scents, by-products produced or released by fungi or other airborne contaminants) is already present in or about the Project, including its contents, if any. If there is any determination of the existence of Mold during the course of ERI's Work at the Project or anytime thereafter, it is mutually agreed by all parties to the Contract that the discovery of such Mold is and/or was a pre-existing condition of the Project before ERI's commencement of Work. ERI has been retained to perform defined installation and/or repair Work on the Project and has not guaranteed the removal or eradication of any Mold. ERI shall be held harmless from and against any and all claims, suits or damages resulting in any way whatsoever from the Mold present at the Project before, during and after ERI has completed its Work pursuant to this Contract.
- v. **Conditions of the Project.** As provided in this Contract, ERI is not responsible for latent defects in the Project or underlying site conditions. ERI shall not be liable for any loss or damage to, or due to 1) unseen or concealed piping, wires, fixtures, or equipment or material; or 2) the character, conditions, or physical strength of any foundations, walls or other structures, or improvements not erected by ERI or excavation in proximity to such structures.
- w. **Termination of Contract.** ERI may terminate this Agreement upon the occurrence of the following: 1) failure of Client to perform any term of this Agreement, including but not limited to the failure to fully and promptly pay ERI as required by this Agreement (time being of the essence of this Agreement); 2) if Client or its contractors acts or omissions interfere with ERI's ability to perform the Work timely and without interruption; 3) ERI determines, in its sole discretion, that Client will not be able to pay ERI for the Work due under this Agreement (this would include but not be limited to the Client being adjudicated bankrupt or insolvent, the appointment of a receiver or trustee in bankruptcy or insolvency or liquidation of the Client's property, the making of an assignment by Client for the benefit of creditors, the docketing of a judgment against the Client's property or any part thereof which shall remain unsatisfied for a period of ten consecutive days or the filing of a material man's or mechanic's lien against the Client's Project or any part thereof which shall remain a lien thereon for a period of ten consecutive days, or the issuance of an execution upon a judgment against Client or Client's Project or institution of proceedings for foreclosure against the Client's Project).
- x. **Remedies of ERI.** In the case of any default by Client, ERI may: 1) terminate the Contract and/or demand immediate payment of the Contract price, less a sum equal to ERI's cost of any labor and materials not furnished or ordered if the Work is not complete, 2) enter the Project and remove its equipment and any unused material and sell same at a public or private sale to offset the balance owed, and 3) invoke and pursue such other or additional remedies provided by this Contract or at law. Client shall indemnify ERI for any and all expenses, including attorneys' fees, incurred in pursuing any of the foregoing remedies.
- y. **Entire Agreement.** This Contract constitutes the entire agreement between the parties. Client's acceptance of this Contract shall constitute an acceptance by Client of all terms and conditions contained or referred to in this Proposal and the incorporated General Terms and Conditions. This Contract, when accepted by Client, supersedes any and all other prior and/or conflicting terms and conditions between the parties.
- z. **Modifications.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless in writing and signed by the duly authorized representative of each party.
- aa. **Obligations of Client/Owner.** In addition to any other obligations specified in this Agreement, if ERI is required to perform Work on Client's property, the Client must: 1) notify ERI of any and all site conditions which may affect the Work (ERI is not responsible for latent defects in the Project or underlying site conditions); 2) if ERI encounters latent defects or differing site conditions, negotiate with ERI for an adjustment in compensation for the Work performed and added time to complete the Work; 3) provide sufficient and proper space for handling and storing materials and equipment for the Project and sufficient power, light, water, heat and air circulation (at all levels) for the performance of the Work; 4) provide all cranes and lifts and provide for removal all obstructions to enable ERI to perform the Work; 5) fully and promptly pay ERI under the terms of this Agreement - any failure to do so will be considered a default; 6) provide all shoring and any other protection necessary to preserve from damage all foundations, walls or other structures or improvements or portions thereof which may be disturbed by ERI's performance of its work; 7) on completion of ERI's work, remove all refuse that accumulated; 8) provide excavation of all necessary earth outside of enclosing foundation walls (if any); 9) pay ERI for all costs incurred as a result of encountering water, quicksand, rock, structural failure or other conditions; and 10) bear and pay for any loss of or damage to ERI's or Client's materials, equipment, tools, work or workmen of ERI, its agents or subcontractors except in any instance where such was caused solely by ERI's negligence; 11) be responsible for the removal of all asbestos, lead, Mold, polychlorinated biphenyls ("PCB's") or any other hazardous material (as defined by Federal, State and local law) found on the Project. If ERI encounters any substance it believes to be hazardous, the parties agree to the following: i) ERI will notify Client in writing; ii) ERI will stop Work on the Project; iii) Client will pay for any and all testing and removal required; iv) ERI will only resume Work upon written agreement of the parties; v) Client will indemnify ERI for delays and for any exposure of its workers to hazardous materials.
- bb. **Warranty.** For a period of one (1) year from the date of substantial completion of ERI's Work covered by this Agreement or from acceptance of any alleged improper workmanship, whichever is earlier, ERI agrees to repair any improper workmanship performed by ERI subject to the terms of this warranty. This warranty is expressly conditioned on ERI's receiving written notice from Client (which must be mailed to ERI no later than 1 year from the date of substantial completion) of any such improper workmanship and an opportunity to inspect the same prior to it being disturbed or otherwise moved (and ERI will not pay for any inspections or repairs performed by others prior to receipt of its notice and a reasonable opportunity for it to make repairs, if warranted). Instead of repairing such workmanship, all of ERI's obligations under this paragraph can be satisfied at ERI's option by ERI refunding the cost of such improper workmanship it has been previously paid or by issuing a credit memo for such amount if ERI has not been previously paid. ERI's liability and responsibility is limited to such repair, replacement or refund, but under no circumstances shall ERI's responsibility or liability exceed the amount ERI is entitled to receive for performing this Work. ERI is not and shall not be liable or responsible for any loss or damage to persons or property occasioned by or resulting from any faulty materials or improper workmanship. This warranty is not applicable until and unless ERI has been paid for all Work performed. Further, as to materials, ERI warrants that it will use only new materials unless otherwise specified. ERI will deliver to the Client any warranties issued by the manufacturer of any materials, if available. Client agrees ERI will have no liability under any such warranties and that it will look solely to the manufacturer of any materials for any warranty claims on materials. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**
- cc. **Notices.** Any notices required pursuant to this Contract must be sent to the other party via certified mail, return receipt requested, to those addresses stated on the front of the Proposal.

G S M S

GEORGIA SPECIALTY METAL SUPPLY

December 14, 2023

City of Peachtree City

Peachtree City GA

Attn: John Schnick

jschnick@peachtree-city.org

770-632-4278

Re: PTC Amphitheater

Peachtree City GA

This proposal is based on the following bid documents:

Arch/EOR:

Drawings:

Specs:

Addenda:

Scope of Work

1. Wood Framing
 - a. Demo of wood ceiling
 - b. Framing for vertical section of ceiling
 - c. Install Hardi ceiling per design details & stain
2. Electrical
 - a. Provide design for moving existing conduit to avoid clashing with steel
 - b. Relocate conduit per approved design
3. Fire Sprinkler
 - a. Demo existing fire sprinkler system at stage area
 - b. Provide design for modified fire sprinkler system
 - c. Reinstall fire sprinkler system per approved design drawings
4. Structural Steel
 - a. Provide and install steel beams per design drawings provided by Peachtree City

TOTAL CHANGE ORDER PRICE: \$117,000

MAIN OFFICE

105 Greencastle Road, Suite C
Tyrone, GA 30290

HUNTSVILLE OFFICE

118 Jefferson Street, Suite 5
Huntsville, AL 35801

SHOP LOCATION

85 Johnston Circle
Palmetto, GA 30268

G S M S

GEORGIA SPECIALTY METAL SUPPLY

Total price includes detailing, fabrication, delivery, installation and all applicable sales tax unless noted otherwise in the scope or exclusions. Permitting cost has been excluded due to this being a city project. If permit fees apply a change order will be required to account for this cost.

NOTES/CLARIFICATIONS

1. **Pricing is based upon notice to proceed within 15 days of this proposal. Due to market volatility, schedule and pricing are subject to change.**
2. GSMS will provide stamped connection design calculations by a licensed and registered professional engineer for non-AISC table connections if required by the bid documents. All other design responsibilities shall remain with the project EOR.
3. If main members are redesigned or resized after approval drawings are submitted or returned, a change order will be submitted for re-detailing and scope changes.
4. Clear access for equipment/personnel to move material into workspace shall be provided and maintained by others.
5. All steel will be SP3 cleaned and primed with one coat of standard shop primer unless noted otherwise.
6. Removal of water and/or mud from footings to be by others prior to installation of new columns.

STANDARD EXCLUSIONS

1. AISC certification
2. P&P bond
3. SP6 cleaning or higher for any scope unless noted otherwise on specific scope item
4. Night work, unless specifically dictated by the bid documents
5. Unistrut and light gage material
6. Grout material and grouting of base plates
7. Installation of loose lintels and bollards
8. Any material not shown or sized on the structural and architectural drawings unless specifically noted above
9. Misc Items (stair nosings, trench drain grates & frames, bike racks, counter support brackets, flag poles, expansion joint covers, roof davits, masonry anchors & ties, louvers, signage steel, fencing & gates) - unless specifically noted above
10. Attachments and/or anchors for other trades attaching to our steel
11. Exotic metals such as brass, bronze, copper, etc.

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G S M S

GEORGIA SPECIALTY METAL SUPPLY

SCHEDULE

1. Submit shop drawings for approval 3 weeks after written notice of award
2. Delivery of steel to jobsite to begin installation activities 2 weeks after return of approval drawings
3. Substantial completion of installation will be shown on the provided schedule.

John,

Please let me know if you have any questions. We look forward to working with you on this one!!

Sincerely,

Pierce Prescott
Project Manager
pprescott@gsmetalsupply.com
205-919-5183 : mobile

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Palmetto, GA 30268

Proposal

Job: Peachtree City Amphitheater Stage Ceiling Reconstruction

Quote Number: 23.11.PTC.03

Revision:

Date 11.08.23

PO

Quoted By:

Mike Mathis 706-506-8634

mmathis@fssindustrial.com



Item	Each	Quantity	Total
Demo existing ceiling and reconstruct new ceiling to support more lighting trust and the weight of adding more stage lighting fixtures thereof.			\$ 54,617.00
<i>Phase 1:</i> Demo existing Hardie board ceiling surface to expose the current wooden roof support structure. Dispose of all demo material in FS Scarbrough provided dumpsters. Assess the current roof trust and further demo or construct what will be needed to install 4 WF 8"X #10 X 20' steel beams. The steel beams will be evenly spaced at specific intervals as indicated on the furnished set of drawings. There will be horizontal wooden bracing affixed between all steel beams at two points to prevent movement or vibrations of the steel beams. 8 Steel plates will be fabricated, either on site or off, to make the attachment of both ends of each steel beam to its proper mounting point as indicated on the drawings. Please note: The attachment point of each steel beam (4) that will be resting on top of the existing 8" CMU wall, as seen on detail 3/CF-1, is under the assumption that the block is filled with either grout or concrete to allow for the Hilti expansion bolts to be used. Should the blocks not being filled be the case, there could be additional cost associated to fill them as needed. <i>Phase 2:</i> Construct the wooden features of the new support system in accordance with the drawings in order to meet the design load criteria as indicated in general notes #3. Assess any electrical in the open attic area for anything that may interfere with the newly installed weight support system or the covering up of the ceiling and relocate accordingly. Cover the exposed open attic area with T111 siding to match existing.			
Fire sprinkler removal and re-install before and after ceiling remodel.			\$ 9,868.62
Remove fire sprinkler system in desifnated area to allow for ceiling remodel. Re-install existing sprinkler system after ceiling remodel. Replace fittings in designated area during sprinkler re-install. Cap off system in designated area during ceiling remodel.			
<i>Notes: No permitting included</i> <i>This price includes working hours of Monday - Friday 7am-5pm.</i> <i>No concrete/asphalt cutting/repairs included (unless otherwise noted).</i> <i>Dumpster provided by others</i> <i>No finish work, i.e.: drywall repairs, sodding/repair of grass, paint, etc.</i> <i>Parking / Jobsite accessibility must be available at no extra cost to FSSI.</i>			
Grand Total			\$ 64,485.62

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Angela Egan, Purchasing Agent 1/11/2024
Paul Salvatore, Finance Director 1/11/2024
Justin Strickland, Assistant City Manager 1/11/2024
Robert Curnow, City Manager 1/11/2024

DATE: January 18, 2024

SUBJECT: Replacement of Grounds Leaf/Debris Loader

Recommendation:

Approve the purchase of a new Leaf/Debris Loader, Billy Goat Model DL2901VE from Campbell's Equipment for \$6,680.00.

Discussion:

The Grounds department has an existing 18-horsepower unit that has a bad engine and is not usable as is. To replace the engine would cost more than half the cost of a replacement unit. Our current unit has also undergone numerous discharge chute repairs and needed a replacement discharge chute before the engine failure occurred. The grounds crew indicates that a larger unit would serve our purposes better with the volume of work we do in the fall/winter, and staff recommends the 29 HP unit as the replacement. The replacement unit has more power and a redesigned heavy-duty discharge chute. Staff reached out to multiple vendors and obtained the following prices:

Billy Goat Model # DL2901VE

Cambell's Equipment -\$6680.00

Jack Peek's Sales- \$7097.00

Online Quotes:

DeWinne Equipment -\$8770.00

Arlington Equipment -\$8350.00

Budget Impact:

There are sufficient funds available in GL 100-1566-522200 (Equipment Repair and Maintenance) that will be reallocated to GL 100-1566-542050 (Machinery and Equipment) for the purchase of the Leaf/Debris Loader.

Attachments:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Kelly Bush, Assistant Finance Director 1/11/2024
Paul Salvatore, Finance Director 1/11/2024
Justin Strickland, Assistant City Manager 1/11/2024
Robert Curnow, City Manager 1/11/2024

DATE: January 18, 2024

SUBJECT: 01-24-04 Fayette County Resurfacing IGA (0017812)

Recommendation:

Approve removing Huddleston Road from the attached paving agreement with Fayette County and authorize the Mayor to sign a new agreement, if required.

Discussion:

The process to include resurfacing Huddleston Road as a Transportation Improvement Plan (TIP) project started in 2019. The Federal grant funding process can be a time-consuming one, and just recently final plans are being prepared to be sent out to bid.

In addition, there are two other future projects along Huddleston Road which are extending the sewer and constructing a multi-use path. As the proposed scope of the combined path and sewer extension projects unfolded, Staff realized that a significant portion of Huddleston would need to be reconstructed.

Therefore, since Huddleston Road will be significantly impacted by the future sewer and path projects, Staff does not feel it is appropriate to resurface at this time. Matching funds for the resurfacing of Huddleston would be better suited for resurfacing after the sewer and path projects are complete.

Therefore, Staff is recommending that Huddleston be removed from the paving project list.

Budget Impact:

Approval of this agenda item will reduce the amount needed to be extended on the current TIP project by approximately \$100,000.

Attachments:

1. 2023.04.10 - Fayette County Resurfacing FY2022 (0017812) IGA_Executed

STATE OF GEORGIA

COUNTY OF FAYETTE

ROAD DESIGN AND RESURFACING AGREEMENT

This Agreement entered into this 10th day of April, 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.



(SEAL)

Attest:

Tameca P. Smith
Tameca P. Smith, County Clerk

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By:

Lee Hearn
LEE HEARN, Chairman

Approved as to form:

County Attorney

(SEAL)

Attest:

Yasmin Julio
Yasmin Julio, City Clerk

Approved as to form:

City Attorney

(SEAL)

Attest:

Valerie Glass
Valerie Glass, City Clerk

Approved as to form:

City Attorney

(SEAL)

Attest:

Dee Baker
Dee Baker, Town Clerk

Approved as to form:

Town Attorney

CITY OF PEACHTREE CITY

By:

Kim Learnard
KIM LEARNARD, Mayor

CITY OF FAYETTEVILLE

By:

Edward Johnson
EDWARD JOHNSON, Mayor

TOWN OF TYRONE

By:

Eric Dial
ERIC DIAL, Mayor

EXHIBIT "A"

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

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM:

Angela Egan, Purchasing Agent	1/11/2024
Kelly Bush, Assistant Finance Director	1/11/2024
Paul Salvatore, Finance Director	1/11/2024
Justin Strickland, Assistant City Manager	1/11/2024
Robert Curnow, City Manager	1/11/2024

DATE: January 18, 2024

SUBJECT: 01-24-05 Consider IMS Path Rating Proposal

Recommendation:

Approve the path rating proposal from IMS (Infrastructure Management Services) for the amount of \$47,375.00.

Discussion:

Currently, the path ratings are completed every two years by multiple staff members within Public Works. While there are standard worksheets to determine a path's final rating, this process is still very subjective and limited in the data collected. Many attributes such as slopes, signage, etc. of the paths are not able to be collected due to the availability of resources.

The City has used IMS as a professional service previously for pavement analysis, asset collection, and paving budget development for the City streets. To maintain consistency, Staff is recommending conducting a pavement analysis of the City's path network as shown in the attached proposal. The proposal includes a rating analysis, a budget development/ paving schedule model, and sign asset collection similar to the previous street assessment conducted in 2022. Additionally, the proposal includes an ADA Assessment of the path network.

Staff is recommending approval of IMS to perform this service for our path because staff is satisfied with their previous work, technical support, and rating/forecasting program.

Budget Impact:

There are sufficient funds available in the SPLOST Program (Account 322-4220-522270-SP23-022).

Attachments:

1. GA-23-10-03338 - Peachtree City- Cart Path Survey and signs (rev 1 add signs and ADA)

1/9/24

Peachtree City
Jonathan Miller, Public Works Director
209 McIntosh Trail
Peachtree, Georgia 30269
Email: jmiller@peachtree-city.org
Phone: (770) 631-2538

Re: 23-10-03338 - Peachtree City- Cart Path Survey, signs, and ADA evaluation (rev 1 add sign and ADA)

Dear Jonathan,

IMS is pleased to present this scope of work for *path distress processing* for 100 test miles for **Peachtree City**. Using the survey data, IMS will produce a distress ranking of all cart paths. A summary of our tasks and deliverables are provided below.

PROJECT OVERVIEW AND SUMMARY

ICC will provide data collection to be performed by an SST automated data collection vehicle. The scope of work includes all City owned cart paths. **Please note** that because of the width of the paths, the SST will do two passes: one forward with profiler and imagery and one going back with only the profiler. The profile data will be matched to provide a complete picture.

DELIVERABLES

- Path Condition SWCI
 - Path inventory/attribute report (per appendix A)
 - Present condition ranking – detailed and summary condition data including 0-100 SWCI, Good/Fair/Poor, distress types, RSL, material, reviews of path and ranking of the paths.
- ADA compliance for paths (exclude ramp evaluation)
- Inform™, free hosting for the first year from the start of the contract.

DATA COLLECTION EQUIPMENT

ICC has become an industry leader in total asset management by offering our clients multiple methods to collect quality data based on the client's goals, requirements, and staff skill set. Safety for our operators, pedestrians and traffic are all paramount to our pavement, sidewalk, and ramp data collection efforts.

Sidewalk Surface Tester (SST)

The SST is a purpose-built field data collection unit designed primarily for surveying municipal sidewalks, ROW's, and parking lots. The SST employs the DRIVE™ data collection software that integrates the survey inventory (GIS), field maps, GPS, and field data collection protocols into a single platform. DRIVE™ is customized based on the Master Asset List (MAL) that is a tailored list of features and attribution to be collected for each project.



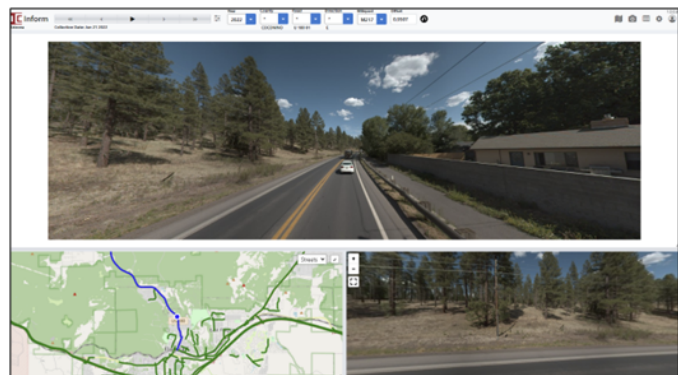
PROJECT METHODOLOGY SUMMARY

The IMS project approach for path condition projects follows the seven steps shown in the graphic below. Our proven methodology over the last 35 years has enabled to minimize risk and maximize the value provided.



INFORM™ PAVEMENT DATA VISUALIZATION AND ANALYSIS SOFTWARE

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review all collected pavement data, including cracking, rutting, and roughness together, in a geocentric environment. The software is fast, intuitive, and the simplest way to make valuable photolog images available to every user, saving field visits and time.



"Inform™ has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

—Robert Bush, Program Manager, Arizona DOT

ABOUT IMS

Since the establishment of our services division in 1985, IMS has been offering practical expertise to both governmental agencies and private enterprises. The IMS team collectively boasts nearly 350 years of combined engineering experience in pavement, sidewalks, asset management, and GIS. Over 1,000 clients across the United States and Canada have benefited from our approach to "right-sizing" maintenance and rehabilitation recommendations, enabling them to optimize their infrastructure budgets.

For more than 45 years, ICC has stood as the foremost provider of state-of-the-art pavement survey equipment and infrastructure management services. Our unwavering dedication to excellence and innovation has solidified our position as a trusted leader in the industry. Proudly manufactured in the United States, our equipment reflects our commitment to delivering the highest standard of client service and support. ICC has earned a well-deserved reputation for delivering superior solutions customized to meet the unique infrastructure needs of our clients.

From data collection to detailed analyses and everything in between, our advanced technologies, cutting-edge equipment, and experienced team collaborate to provide comprehensive services that surpass both client and industry standards. Fueled by a passion for precision, we ensure that every project we undertake is executed with the utmost level of professionalism.

PRICING*

PRODUCTS					
NAME	QTY	UNIT	SALES PRICE	DISC	TOTAL PRICE
Project Initiation & Planning					
Project Setup	1	Lump Sum	\$2,500.00		\$2,500.00
SW Network Inventory Checks & Survey Map Development	100	Test Miles	\$7.00		\$700.00
SW Network Referencing & GIS Linkage	100	Test Miles	\$15.00		\$1,500.00

PRODUCTS					
NAME	QTY	UNIT	SALES PRICE	DISC	TOTAL PRICE
Master Asset List Development & Survey Setup	100	Lump Sum	\$25.00		\$2,500.00
Project Management	1	Lump Sum	\$1,600.00		\$1,600.00
Data Collection and processing					
SST Mobilization	1	Each	\$975.00		\$975.00
Sidewalks-Sidewalk Surface Tester (SST)	100	Test Miles	\$160.00		\$16,000.00
Sidewalks-Sidewalk Surface Tester (SST) – reverse direction profiler only	100	Test Miles	\$15.00		\$1,500.00
Sidewalk Data QC/QA, Processing, & Formatting	100	Test Miles	\$55.00		\$5,500.00
Signs ROW Inventory (Miles) – 3 attributes	100	Test Miles	\$58.00		\$5,800.00
Reporting & Analysis					
Sidewalk Initial Report	1	Lump Sum	\$3,200.00		\$3,200.00
Project Deliverables and Closure					
Sidewalk Final Report	1	Lump Sum	\$1,600.00		\$1,600.00
Signs Final Report	1	Lump Sum	\$800.00		\$800.00
TOTAL:					\$44,175.00

ADA Evaluation - Option					
NAME	QTY	UNIT	SALES PRICE	DISC	TOTAL PRICE
ADA					
ADA evaluation	100	Miles	\$20.00		\$2,000.00
ADA Initial Report	1	Lump Sum	\$800.00		\$800.00
ADA Final Report	1	Lump Sum	\$400.00		\$400.00
TOTAL:					3,200.00

* First year of Inform™ hosting free. Additional \$1.20/mile for data storage for additional years.

* Pricing assumes GIS linework will be provided to IMS in a shapefile.

* Sign pricing assumes only signs relevant to the paths will be collected.

TERMS AND CONDITIONS

See below.

CONTACT INFORMATION

If you have any questions, please contact me @(515) 523-7800; or by e-mail
pwarren@internationalcybernetics.com,

Regards,

International Cybernetics Company, LP



Patrick Warren, Director of Client Services

(515) 523-7800 | pwarren@internationalcybernetics.com

Acceptance by

Signature

Name

Title

Peachtree City

Master Asset List - 2023, Part 1									
Agency	Asset	Code	Asset Type	Measurement	Definition	Definition	Definition	Definition	Definition
TMA_Material	TMA_Tail	TRA	Lower	Meters	Interpretation	Interpretation	Interpretation	Interpretation	Interpretation
	Asst								
	Text								
	Attrib								
	Code								
	0 No tail								
	1 Concrete								
	2 Asphalt								
	3 Concrete								
	4 Exposed Aggregate								
	5 Pavement / Block								
	6 Asphalt / Block								
	7 Other								
TMA_Cord	TMA_Cord								
	0 No tail								
	1 Very Poor								
	2 Poor								
	3 Fair								
	4 Good								
	5 Very Good								
	Enter Width								
	Count								
	Asphalt - Rutting								
TMA_Width	TMA_Width								
	Asphalt - Rutting								
	Asphalt - Transverse Cracking								
	Asphalt - Transverse Cracking								
	Asphalt - Alligator Cracking								
	Asphalt - Alligator Cracking								
	Asphalt - Block Cracking								
	Asphalt - Block Cracking								
	Asphalt - Edge Cracking								
	Asphalt - Discolorations								
TMA_Severity	TMA_Severity								
	Asphalt - Bleeding								
	Asphalt - Bleeding								
	Asphalt - Patching								
	Asphalt - Patching								
	Asphalt - Potholes								
	Asphalt - Potholes								
	Concrete - Divided Slab								
	Concrete - Corner Break								
	Concrete - Corner Break								
TMA_Production	TMA_Production								
	Concrete - Failing								
	Concrete - Failing								
	Concrete - Polluted Aggregate								
	Concrete - Polluted Aggregate								
	Concrete - Scaling								
	Concrete - Scaling								
	Concrete - Patching								
	Concrete - Patching								
	Concrete - Punchouts								
TMA_Obstructions	TMA_Obstructions								
	1 Moderate								
	2 Severe								
	1 Sign Pole or Post								
	2 Sign Pole or Post								
	3 Manhole								
	4 Light Standard								
	5 Street Furniture								
	6 Power Pole								
	7 Street Furniture								
TMA_Problem	TMA_Problem								
	8 Bus Stop Shelter								
	9 Bus Stop Shelter								
	10 Guy Wire Support								
	11 Guy Wire Support								
	12 Gating								

Distresses will be recorded as XY locations. These locations will be spatially joined to the parent trail feature, and an extent will be calculated based on the densities of the distresses in each segment for the sake of prioritization and analysis.

Standard Terms and Conditions of Sale – Products & Services

Updated October 23, 2023

1. DEFINITIONS

- a. In these Terms and Conditions of Sale, "Seller" means International Cybernetics Company, LP and IMS Infrastructure Management Services, LP; and
- b. "Buyer" means the person, firm, organization, or corporation by whom the purchase order is given.
- c. "Products" means equipment, parts, and software sold by Seller.
- d. "Services" means data collection, processing, analysis, consulting, training, and similar activities performed by Seller for the Buyer.

2. THE CONTRACT

- a. All purchase orders must be received in writing and are accepted subject to these Terms and Conditions of Sale. No terms or conditions put forward by Buyer and no representations, warranties, guarantees or other statements not contained in Seller's quotation or Acknowledgement of Order nor otherwise expressly agreed in writing by Seller shall be binding on Seller.
- b. The Contract shall become effective only upon the date of acceptance of Buyer's order. For Products, such acceptance will be via written purchase order or written acceptance of a seller-provided sales order. For Services, such acceptance will be by a mutually executed contract, task order, notice to proceed, and all necessary Buyer-provided deliverables to allow the Seller to perform on contract, such as road network definition (GIS), analysis parameters, etc., or upon the date of fulfillment of all conditions stipulated in the Contract (the "Effective Date").
- c. No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, Seller reserves the right to effect minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the completion schedule is affected.
- d. The Buyer, having taken full note of the characteristics of the products sold by Seller, particularly on the basis of the indications provided in documentation, catalogues and, where applicable, during presentations given by Seller, has satisfied itself as to the suitability of the products and services for its own needs. Where it has not contacted Seller for any additional details prior to the acceptance of the order, the Buyer acknowledges that it has been adequately informed.

3. VALIDITY OF QUOTATION AND PRICES

- a. Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within sixty (60) days after its date.
- b. For Products and Services, Prices are firm for delivery within the period stated in Seller's quotation and are exclusive of (i) Sales Tax and (ii) any similar and other taxes, duties, levies or other like charges arising outside the State of Florida in connection with the performance of the Contract.
- c. For Products, Prices are for Goods delivered EXW (Ex works) Largo, FL, exclusive of freight, insurance and handling unless quoted otherwise and stated in the Seller's order confirmation.

4. PAYMENT

- a. Payment shall be made according to the Seller's standard payment terms, unless defined otherwise in the Contract. (i) Standard payment terms for Products are 50% upon order and 50% when

Goods are completed (Ex Works) and before Goods are shipped (on the "Shipping Date"). The "Effective Date" shall in no case be earlier than the date on which the first payment is received by Seller.

Goods will be invoiced at any time after their readiness for shipping has been notified to Buyer. (ii) Standard payment terms for Services are monthly progress payments based on services rendered during the month at the unit prices defined in the Contract. Invoices for Services will be dated on or before the last day of each month.

- b. Payment shall be made: (i) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (ii) in the currency of Seller's order confirmation within thirty days of date of invoice unless otherwise specified by Seller's Finance Department.
- c. Without prejudice to Seller's other rights, Seller reserves the right to: (i) charge interest on any overdue sums at 1% per month during the period of delay; (ii) suspend performance of the Contract (including withholding shipment) in the event that Buyer fails or in Seller's reasonable opinion it appears that Buyer is likely to fail to make payment when due under the Contract or any other contract; and (iii) at any time require such reasonable security for payment as Seller may deem reasonable.
- d. Products delivered or sold by Seller shall remain its property until full payment of the related price. Where payment is not made, Seller will be entitled to exercise its right to claim the return of the property that remains unpaid. These provisions do not create any obstacle, with effect from the delivery, to the transfer to the Buyer of the risks of loss or damage to the property, as well as any losses to which they may give rise.

5. DELIVERY PERIOD

- a. Unless otherwise stated in Seller's order confirmation, all periods stated for delivery or completion are measured from the Effective Date and are to be treated as estimates only not involving any contractual obligations or liability.
- b. Delivery of Services within the estimated timeframe depends upon the Seller's existing project commitments, fleet schedule, resource availability, access to the roads to be collected, and good weather (dry roads, temperatures above freezing). Any delays due to these variables may affect the delivery/completion period but shall not affect the Contract Price.
- c. Assumes assets to be collected are in the public right-of-way and unobscured from the line-of-sight of the data collection vehicle's cameras (ex: no significant vegetation or overgrowth, damaged, or vehicle obstruction). On two lane roads the 360-degree camera will capture assets in the direction of travel, and the 360-degree camera will capture the assets in the opposite direction. Therefore, only one pass will be required on these streets. Streets with more than two lanes may require additional passes depending on the number of lanes or division of lanes by median island.
- d. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications, working drawings, road network definition (GIS), analysis parameters, and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly.
- e. If delivery of Products is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipping, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into a

suitable store at Buyer's expense. Upon placing the Goods into the store, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly.

- f. If delivery of Services is delayed due to any act or omission of Buyer, having been notified that Seller is awaiting the completion of Buyer's obligations, Seller shall be entitled to place the project on hold and cease further work on the project until such time that the obligations are met. Upon placing the project on hold, the Seller shall be entitled to invoice Buyer for all work completed to date including for partially-completed data collection, processing, or analysis and for undelivered data.
6. **FORCE MAJEURE**
- a. Force Majeure of any kind, unforeseeable production, traffic or shipping disturbances, war, acts of terrorism, fire, floods, unforeseeable shortages of labor, utilities or raw materials and supplies, strikes, lockouts, pandemics, acts of government, restrictions on travel, and any other hindrances beyond the control of the party obliged to perform which diminish, delay or prevent production, shipment, acceptance or use of the goods, or make it an unreasonable proposition, shall relieve the party from its obligation to supply or take delivery, as the case may be, as long as and to the extent that the hindrance prevails.
 - b. If, as a result of the hindrance, supply and/or acceptance is delayed by more than eight weeks, either party shall have the right to cancel the contract. Should the Seller's suppliers fail to supply him in whole or in part, the Seller shall not be under obligation to purchase from other sources. In such cases, the Seller shall have the right to distribute the available quantities among his customers as Seller deems fit.
 - c. If, as a result of the hindrance, planned in-person or on-site visits by Seller staff for assembly, installation, implementation, training, or meetings are prevented or become impractical, Seller shall be relieved from such contract requirements. Seller shall make all reasonable efforts to complete assembly and installation at another suitable location provided the Buyer supplies any prerequisite equipment or material at such alternate location. Seller shall also provide any implementation or training services, and attend meetings, virtually or online to the maximum extent possible to satisfy the intent of the contract.
7. **DELIVERY, RISK & TITLE**
- a. Unless otherwise expressly stated in the Contract, upon receipt of payment, the Goods will be shipped Ex Works (on the Shipping Date) to the destination named in the Contract and will be delivered on the "Delivery Date."
 - b. Risk of loss of or damage to the Goods shall pass to Buyer upon delivery and Buyer shall be responsible for insurance of the Goods beginning on the calendar day following the Delivery Date.
 - c. Title to the Goods shall pass to Buyer on the calendar day following the Delivery Date in accordance with Clause 7.a, unless otherwise defined in writing.
 - d. Claims for damage during shipping or for incorrect delivery shall be void if made more than seven (7) calendar days after receipt of Goods by the customer.
8. **SOFTWARE**
- a. Any published computer program, regardless of its form and the way in which it is provided to the Buyer, is protected by intellectual property rights owned by Seller. The Buyer benefits from a personal, non-exclusive, non-transferable usage and/or consultation right for its own needs, in accordance with the terms set out in the corresponding licence. The usage right is conditional

on the compliance with the terms appearing on the Buyer End User Licence Agreement (EULA). It is the responsibility of the Buyer to make itself fully aware of its rights and obligations referred to in the EULA and to comply with them. In the event of the blockage or disabling of the software as a result of user non-compliance with the rights acquired, Seller will send to the Buyer, on request by the latter, a commercial proposal to enable it to regularise its licensing rights, either by acquiring rights for additional users or for the number of simultaneous connections required for the usage of the software. The database and software licenses from third-party publishers, such as Microsoft, Pavemetrics, FLIR, or others, supplied where applicable by Seller to the Buyer under the terms of the order concerned, must only be used by the Buyer strictly within the framework of the utilisation of the Seller software packages and the licence contracts from the respective publishers of the software concerned (see in particular www.microsoft.com for SQL Server, etc.). The use of these databases and/or technologies is intended for the exclusive use of the associated Seller software applications.

- b. The Buyer shall be solely responsible for the implementation of any necessary procedures and measures intended to protect and to back-up its data and to prevent any virus or IT intrusions. It will be responsible for using appropriate media and back-up tools, or regularly checking them and carrying out frequent back-up operations appropriate to its activities. Prior to any software updates or technical intervention by Seller, the Buyer undertakes to carry out a back-up of all its data and databases.
- c. Any software will be put into service by Seller as part of a service provided for in the Buyer's order. The installation of the software can only be carried out if the IT equipment, operating systems, and network supplied by the Buyer (i) possess characteristics in conformity with the recommendations issued by Seller; (ii) configured in accordance with the standards published by Seller; (iii) operate normally at the time of the installation and are free of any viruses or pirated software. The Buyer shall have sole responsibility for any partial or total damage or loss of information, and for the costs incurred by the repairs in the event of a breakdown or other incident. Any intervention made impossible once the Seller is in the Buyer's premises, as a result of the non-compliance of one or more of these items with the characteristics referred to above, shall nevertheless be invoiced at the quoted prices and due to be paid in full by the Buyer. Additional visits or interventions required will incur additional fees.
- d. In the event that the Buyer wants a Seller software package to load data from another application or database (a third-party program or data source, etc.), Seller will proceed with the transfer of the data based on a prior order from the Buyer for the corresponding service. The responsibility of Seller shall be limited to the receipt of the Buyer's data, as Seller cannot be responsible for verifying the accuracy, quality, or fitness for purpose of the data or for guaranteeing that the data can be imported correctly or completely. The Buyer, having sole knowledge of its data, shall be obliged to verify, after completion of the data migration into the Seller packages, that it conforms to its expectations; it shall have a maximum deadline of 15 days following their receipt, to notify Seller in writing of any errors or omissions noted during its verification. The processing of any requests for modifications by the Buyer notified to Seller beyond this deadline will only be able to be carried out under the terms of a new order from the Client.
- e. In order to benefit from upgrades and enhancements to the software that may be made by Seller, the Buyer must pay annual license fees for the software (maintenance contract). In this regard,

there will be no obligation on Seller to adapt its software in such a way as to allow the utilisation by the Buyer of systems, equipment or consumables supplied by a third party and/or non-compliance with Buyer's specifications. The provision of the updated versions of the software packages in application of the contract subscribed by the Buyer shall be carried out online. It is the responsibility of the Buyer to take note of the rights and obligations referred to in the contract corresponding to the service(s) subscribed for and to comply therewith.

- f. The Client shall benefit from technical support for the software packages via the paid annual license fees. Training, consulting, and assistance in the appropriate utilisation of the software shall be paid separately by means of an appropriate order for Services. It is the responsibility of the Client to take note of the rights and obligations referred to in the maintenance and service contracts and to comply therewith.
- g. Except in cases where Seller is expressly subject to an obligation to perform, in view of standard practices within its profession, Seller, which undertakes to take all possible care with the execution of its obligations, is subject to an obligation of resources. The products acquired from Seller will be used solely under the direction, control and responsibility of the Buyer. Seller cannot be held liable for the consequences of abnormal utilization, inadequate setup or misconfiguration, poor performance on Buyer-supplied hardware, or any delay that is not the responsibility of Seller. The Buyer is informed that Seller shall not be liable for the quality, availability, and reliability of telecommunications networks, regardless of their nature, in the event of the transport of data or access to the internet. Each party shall only be liable to the other for direct losses that it has suffered as a result of any contractual failing by the other in meeting its obligations arising from the order issued. Neither party shall be obliged to compensate the other for any indirect losses, including in particular loss of income, loss of sales revenues or opportunity costs, whether the latter were foreseeable or not. In any event, the total liability of the Seller shall be limited to the value of the applicable Products and Services paid for on the date of any action seeking its liability.

9. DEFECTS AFTER DELIVERY

- a. Seller warrants (i) subject to the other provisions of the Contract, good title to and the unencumbered use of the Goods; (ii) that Goods manufactured by Seller and/or Seller's Affiliates shall conform with Seller's specifications and be free of defects in materials and workmanship. Seller will make good by the supply of a replacement part or parts, any defects which, under proper use, care and maintenance, appear in Goods of Seller's Affiliates' manufacture and which are reported to Seller within 12 calendar months after the Delivery Date (the "Warranty Period") and which arise solely from faulty materials or workmanship: provided always that defective items are returned to Seller at Buyer's cost carriage and insurance prepaid within the Warranty Period. Repaired or replacement items will be delivered by Seller at Seller's cost to Buyer. Goods replaced in accordance with this Clause 10.1 shall be subject to the foregoing warranty for the unexpired portion of the Warranty Period or for ninety (90) days from the date of their return to Buyer [or completion of correction in the case of Services], whichever expires the later.
- b. Notwithstanding Clause 8.a., Seller shall not be liable for any defects caused by: fair wear and tear; materials or workmanship made, furnished or specified by Buyer; non-compliance with Seller's storage, installation, operation or environmental requirements; lack of proper maintenance; any modification or repair not previously authorized by Seller in writing. Seller's costs incurred in

investigating and rectifying such defects shall be paid by Buyer upon demand. Buyer shall at all times remain solely responsible for the adequacy and accuracy of all information supplied by it.

- c. Subject to Clause 10.a., the foregoing constitutes Seller's sole warranty and Buyer's exclusive remedy for breach thereof. No representations, warranties or conditions of any kind, express or implied, shall apply as to satisfactory quality, merchantability, fitness for any particular purpose or any other matter with respect to any of the Goods.

10. PATENT, ETC. INFRINGEMENT

- a. Subject to the limitations set forth in Clause 10, Seller shall indemnify Buyer in the event of any claim for infringement of Letters Patent, Registered Design, Design Right, Trade Mark or Copyright ("Intellectual Property Rights") existing at the date of formation of the Contract arising from the use or sale of the Goods, against all reasonable costs and damages awarded against Buyer in any action for such infringement, or for which Buyer may become liable in any such action, provided always that Seller shall not be liable to so indemnify Buyer in the event that: (i) such infringement arises as a result of Seller having followed a design or instruction furnished or given by Buyer, or the Goods having been used in a manner or for a purpose or in a country not specified by or disclosed to Seller prior to the date of the Contract or in association or combination with any other equipment or software, or (ii) Seller has at its expense procured for Buyer the right to continue to use the Goods or has modified or replaced the Goods so that the Goods no longer infringe. (iii) Buyer has failed to give Seller the earliest possible notice in writing of any claim made or to be made or of any action threatened or brought against Buyer and/or Buyer has failed to permit Seller, at Seller's expense, to conduct and control any litigation that may ensue and all negotiations for a settlement of the claim, or (iv) Buyer has made without Seller's prior written consent any admission which is or may be prejudicial to Seller in respect of any such claim or action, or (v) the Goods have been modified without Seller's prior written authorization.
- b. Buyer warrants that any design or instructions furnished or given by it shall not cause Seller to infringe any Intellectual Property Rights in the performance of Seller's obligations under the Contract and shall indemnify Seller against all reasonable costs and damages which Seller may incur as a result of any breach of such warranty.

11. NON-SOLICITATION

- a. During execution of this contract and for a period of two (2) years following the Delivery Date, the Buyer will not, directly or indirectly, whether through an owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, or through any other "person" (which, for purposes of this subsection, shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof), hire or attempt to hire any active employee or contractor of the Seller or any affiliate of the Seller, assist in such hiring by any other person, or encourage any such employee to terminate his relationship with the Seller or any affiliate of the Seller.

12. LIMITATION OF LIABILITY

- a. Supplier's maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with a specific order or a particular blanket order issued, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of

statutory duty, strict liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed a sum equal to the total price of the order in question.

13. STATUTORY AND OTHER REGULATIONS

- a. If Seller's obligations under the Contract shall be increased or reduced by reason of the making or amendment after the date of Seller's quotation of any law or any order, regulation or bylaw having the force of law that shall affect the performance of Seller's obligations under the Contract, the Contract Price and delivery period shall be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate.

14. COMPLIANCE WITH LAWS

- a. Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, Canada, the European Union and the jurisdictions in which Seller and Buyer are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of goods.
- b. In no event shall Buyer use, transfer, release, export or re-export any such goods in violation of such applicable laws, regulations, orders or requirements or the requirements of any licenses, authorizations or license exceptions relating thereto.
- c. Buyer agrees furthermore that it shall not engage in any activity that would expose the Seller to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Buyer agrees to comply with all appropriate legal, ethical and compliance requirements.

15. DEFAULT, INSOLVENCY AND CANCELLATION

- a. Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Buyer, if (i) Buyer is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Buyer. In the event of cancellation, Buyer shall be responsible for all payments to the Seller for any deliveries completed and milestones met up to the date of termination.
- b. Buyer shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Seller, if (i) Seller is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Buyer's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Seller. In the event of cancellation, Buyer shall be responsible for all payments to the Seller for any deliveries completed and milestones met up to the date of termination.
- c. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or

composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a chargeholder, receiver, administrative receiver or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

16. DATA RETENTION

- a. This section defines the Seller's data retention policy for Services projects. The data collected by the IrisPRO Pave takes up over 6 GB per mile (Raw) and 3 GB per mile (Processed). Data storage costs are significant for this volume of data. Therefore, Seller has implemented a data retention policy to clarify its standard operating procedure.
- b. Definitions
- c. "Raw data" - Sensor data collected by the collection vehicle that is saved in proprietary formats and cannot be used directly. This includes .drive files, PGR files, and FIS files.
- d. "Processed data" - Data that has been transformed into usable formats by the Connect software. This includes CSV, XLSX, SHP, GDB, and JPG files.
- e. "Data Acceptance" - Buyer acceptance of delivered data and confirmation that deliverables meet the project requirements.
- f. Policy
- g. Seller will provide a quotation for hosting of any collected data for any duration upon request.
- h. Seller will retain Raw data for 3 months beyond Data Acceptance, unless the client confirms in writing that Seller should store the data longer and confirms that client will pay for the additional hosting costs. Beyond this time, Seller may delete the Raw data without further notice. After the Raw data has been deleted, reprocessing of the sensor data will not be possible. For example, crack detection cannot be run with different settings, and new image views cannot be extracted from the Ladybug camera.
- i. Seller will retain Processed data for 15 months beyond Data Acceptance, unless the client confirms in writing that Seller should store the data longer and confirms that client will pay for the additional hosting costs. This timeframe allows Seller to perform year-to-year analysis and comparisons provided that the same roads are collected annually. Beyond this time, Seller may delete the Processed data without further notice. After the Processed data has been deleted, year-to-year analysis and comparisons will be limited to data review only.

17. MISCELLANEOUS

- a. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of

- any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
- b. If any clause, sub-clause or other provision of the Contract is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.
 - c. Buyer shall not be entitled to assign its rights or obligations hereunder without the prior written consent of Seller.
 - d. Seller enters into the Contract as principal. Buyer agrees to look only to Seller for due performance of the Contract.
 - e. GOODS PROVIDED HEREUNDER ARE NOT SOLD OR INTENDED FOR USE IN ANY MILITARY OR MILITARY-RELATED APPLICATIONS. Buyer (i) accepts Goods in accordance with the foregoing restriction, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods in any military or military-related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.
 - f. The Contract shall in all respects be construed in accordance with the laws of the State of Florida. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of the State of Florida.
 - g. The headings to the Clauses and paragraphs of the Contract are for guidance only and shall not affect the interpretation thereof.
 - h. All notices and claims in connection with the Contract must be delivered in writing.
 - i. Unless mentioned to the contrary in writing, the Buyer authorizes Seller to cite its name in its business references, websites, and social media.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Robert Curnow, City Manager

FROM: Robin Cailloux, Planning Director 1/10/2024
Justin Strickland, Assistant City Manager 1/10/2024
Robert Curnow, City Manager 1/10/2024

DATE: January 18, 2024

SUBJECT: 01-24-06 Sign Variance Request for 2801 Highway 54, Discount Tires

Recommendation:

If the variance is approved by City Council, staff has no recommended conditions.

Discussion:

The Applicant is requesting relief in the form of a variance from the maximum sign area [Section 66-15 and 66-20], which sets the maximum wall area for a sign at 150 square feet. The applicant is requesting a 184.7 square-foot wall sign. The applicant is also requesting a variance from the prohibition on internally illuminated signs, as defined in ordinance section 66-5.

As part of the application, the applicant has included a justification narrative, sign plans, and photo simulations of the proposed sign.

Variance Criteria

Section 66-25 of the Signs Ordinance, city council may grant a variance only upon finding a hardship as defined below:

1. *Where visibility of a conforming sign from the proposed street and within 50 feet of the proposed sign would be substantially impaired by existing trees, plants, natural features, signs, buildings, or structures on a different lot; **and***
2. *Placement of the sign elsewhere on the lot would not remedy the visual obstruction; **and***
3. *Such visibility obstruction was not created by the owner of the subject property; **and***
4. *The variance proposed would not create a safety hazard to vehicular traffic or pedestrians as determined by the city engineer.*

The ordinance continues that, “variances shall be limited to the minimum relief

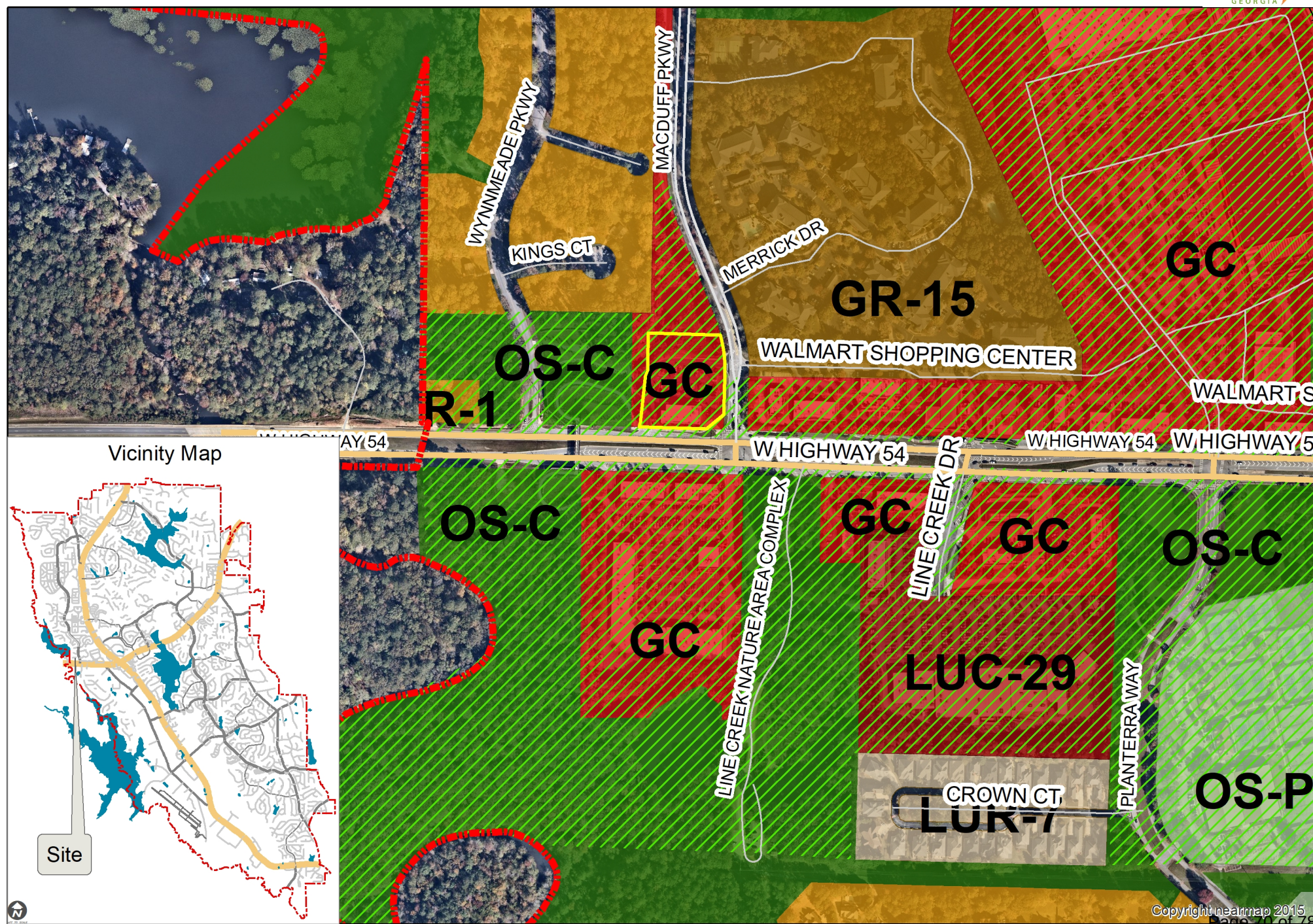
necessary to overcome the hardship, and no variances shall be granted to allow a greater number of signs than would be allowed if the hardship did not exist.”

Budget Impact:

There are no budget impacts associated with the request.

Attachments:

1. Zoning Map
2. Applicant Narrative
3. Sign Plans





June 15, 2023

Peachtree City Planning and Development
153 Willowbend Road
Peachtree City, GA 30269

RE: Discount Tire
2801 GA-54
Peachtree City, GA 30269

To whom it may concern,

I'm writing on behalf of Discount Tire regarding the variance we are requesting for Discount Tire Store GAA25 at *2801 GA-54, Peachtree City, GA 30269*. We are seeking a variance for the following:

- **Variance for total square footage of building signage**
 - The current code requires a maximum of 150 sq ft for both signs combined. Our signs, when using the required calculation method of drawing a single rectangle around the full image, puts us at 184.7 sq ft total for both signs combined. We are requesting to use a more detailed calculation method by which we trace around the edge of each individual letter. This is to maximize our available space. The two examples in the attached renderings show the difference between the two is not too drastic, in our view.
 - Due to their brand standards, Discount Tire is not able to design any wall sign in a linear format like the existing sign shown in the enclosed photo. The required "box" format, combined with our design, reduces the overall visibility significantly. We feel visibility would be negatively impacted if we must adhere strictly to the code.
- **Variance for illumination style**
 - While most of the building signage is reverse lit, Discount Tire's brand design standards incorporate front lit illumination to the "Discount" portion of the sign to provide easily recognizable identification to their customers, even after dark. It is vital for our client's brand to maintain consistency of their logo & sign specifications nationwide. We have provided an example of a standard lit sign installed recently at another Discount Tire store as visual, in hopes that seeing this example will help you consider our request.

Discount Tire is a national company that is highly recognized. Their presence in the community, if properly identified, will continue to lead to additional consumer traffic and revenue for the city.

We appreciate your consideration in this matter.

Thank you,

Carissa Cornwell / Project Manager Lead
Direct: 513-882-8827, Email: ccornwell@identiti.net

The Reinalt-Thomas Corporation

3940 RANCHERO DRIVE, SUITE
100 ANN ARBOR, MICHIGAN 48108
(734) 769 6870



20225 NORTH SCOTTSDALE ROAD
SCOTTSDALE, ARIZONA 85255
(480) 606 6000

May 30, 2023

VIA EMAIL

RE: DISCOUNT TIRE TRADEMARK

To Whom It May Concern:

Since 1975, Discount Tire has used its trademarked Discount Tire logo with red tumbled lettering over a pill box to identify its world-class tire and wheel retail products and services. The position of these two elements is an essential aspect of this mark, and these elements may not be separated or altered without damaging the value and distinctiveness of this mark that customers have associated with Discount Tire for nearly 50 years.

Sincerely,

/s/ Michael Silhasek

Michael Silhasek
Corporate Counsel
DISCOUNT TIRE

LEGEND	
S1	(East) Front Elevation - Wall Sign
S2	(South) Side Elevation - Wall Sign
S3	(East) Front Elevation - Address
S4	(South) Side Elevation - Address
M1	Monument Sign

Relevant Code for Signage	
1.5 SF per LF of building facade Aggregate total NTE 150 SF	
S1	140' x 1.5 = 210 SF
S2	65' x 1.5 = 97.5 SF
S3	140' x 1.5 = 210 SF
S4	65' x 1.5 = 97.5 SF
M1	N/A - Face Replacement Only



425 N Martingale Rd
18th Floor
Schaumburg, IL 60173
Office 847.301.0510
identiti.net

W.O. No. 25094
Address 2801 Georgia 54
City, ST Peachtree City, GA 30269

Orig. Draft 02.16.2023
Project Mgr. N/A
Designer IDV

Rev. Art Liz Morgan
Rev. Date 04.28.2023
Page Rev. 001

Customer

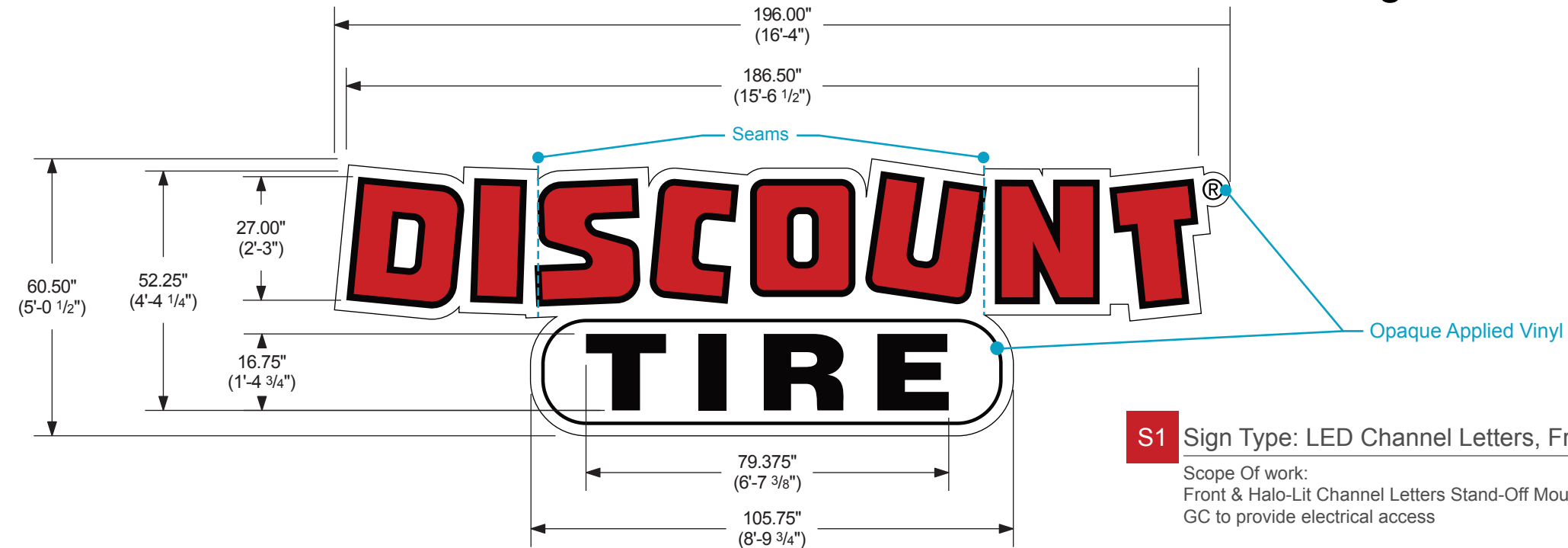


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Plan View:
Site
Exterior



Wall sign shown at compliant size



S1 Sign Type: LED Channel Letters, Front & Halo-Lit 82.3 SF

Scope Of work:
Front & Halo-Lit Channel Letters Stand-Off Mounted on Backer Panel, Raceway Mounted onto facade
GC to provide electrical access

Scale: 3/8" = 12"



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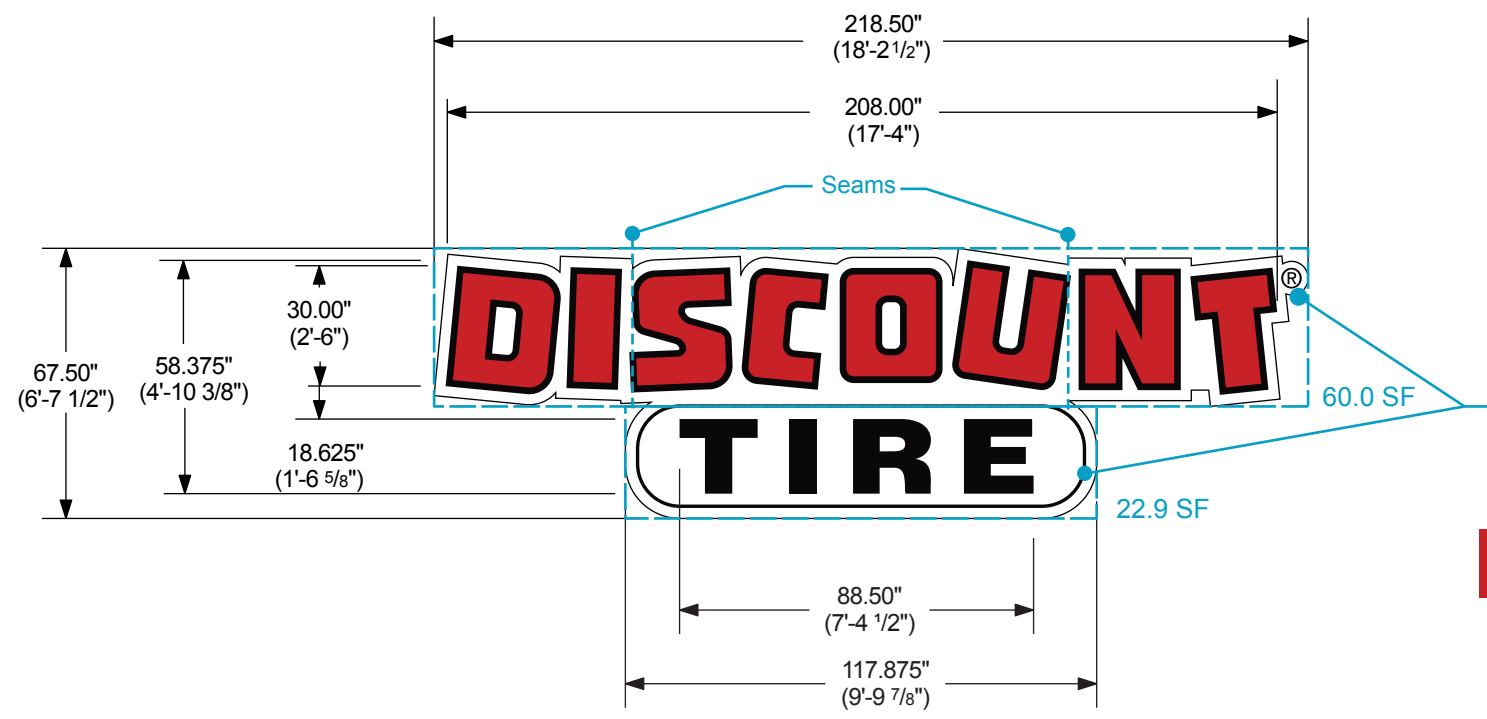
Rev. Art Samuel G
Rev. Date 06.19.2023
Page Rev. 003

Color Palette
Face: White Acrylic
Trims & Returns: Black
Backer: White

Vinyl: 3M 3630-33 Red
Vinyl: 3M 3630-22 Black

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Signage:
S1
Front Wall Sign



Increase sized requested by variance

S1	Sign Type: LED Channel Letters, Front & Halo-Lit	82.9 SF
Scope Of work: Front & Halo-Lit Channel Letters Stand-Off Mounted on Backer Panel, Flush Mounted onto facade GC to provide electrical access		

Scale: 1/4" = 12"



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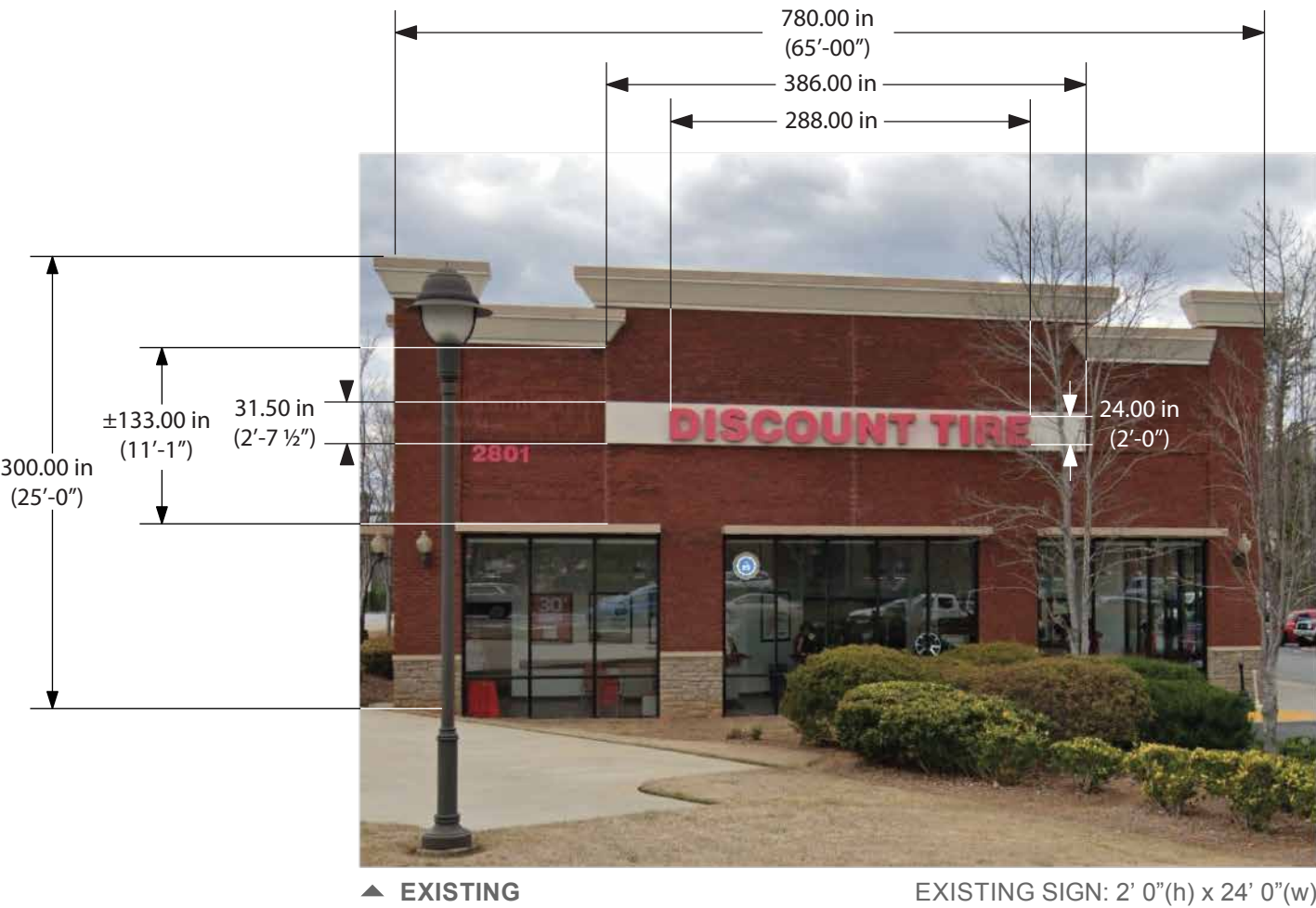
Rev. Art Liz Morgan
Rev. Date 04.28.2023
Page Rev. 001

Color Palette
Face: White Acrylic
Trims & Returns: Black
Backer: White

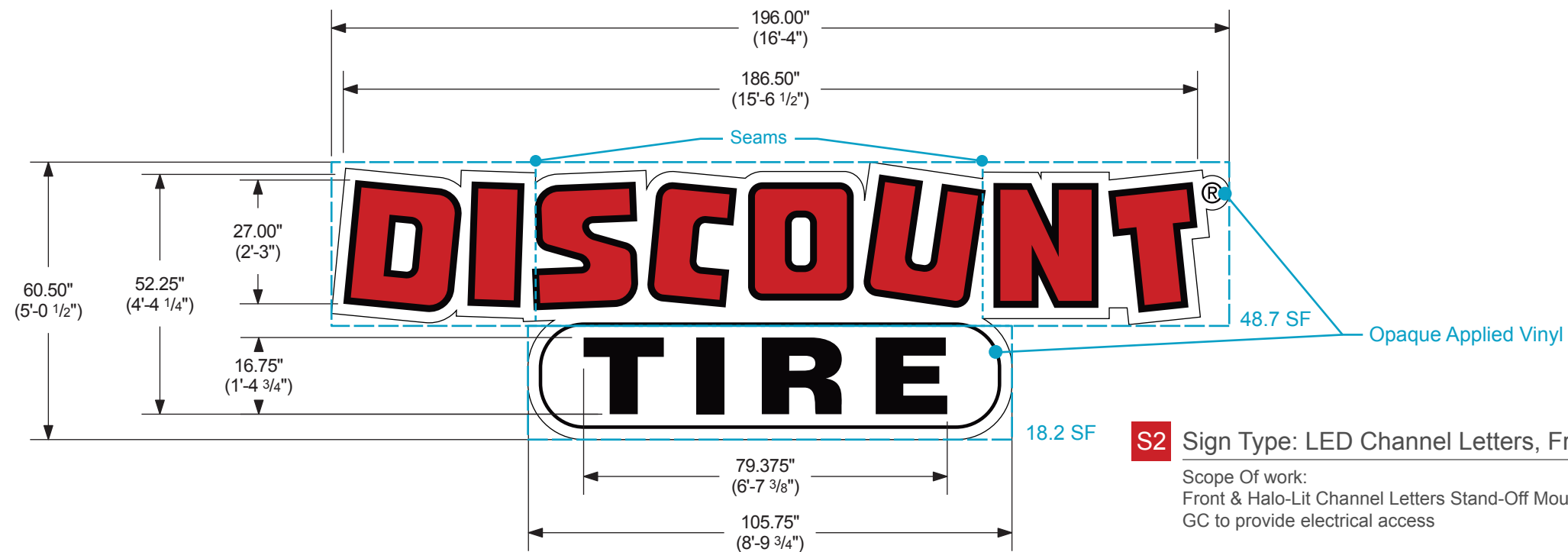
Vinyl: 3M 3630-33 Red
Vinyl: 3M 3630-22 Black

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Signage:
S1
Front Wall Sign



Increase sized requested by variance



S2 Sign Type: LED Channel Letters, Front & Halo-Lit

Scope Of work:
Front & Halo-Lit Channel Letters Stand-Off Mounted on Backer Panel, Flush Mounted onto facade
GC to provide electrical access

Scale: 3/8" = 12"



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Orig. Draft 02.16.2023
Project Mgr. N/A
Designer IDV

Rev. Art Liz Morgan
Rev. Date 04.28.2023
Page Rev. 001

Color Palette

- Face: White Acrylic
- Trims & Returns: Black
- Backer: White

- Vinyl: 3M 3630-33 Red
- Vinyl: 3M 3630-22 Black

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Signage:
S2
Side Wall Sign



NIGHT VIEW Sign Type: LED Channel Letters, Front & Halo-Lit

Scope Of work:
Front & Halo-Lit Channel Letters Stand-Off Mounted on Backer Panel, Raceway Mounted onto facade

- ① 0.040 ALUMINUM RETURNS (5" DEPTH)
PRE-PAINTED SATIN BLACK

② 1" TRIMCAPS:
SATIN BLACK JEWELITE

③ 0.177 2447 WHITE ACRYLIC FACE WITH FIRST SURFACE
APPLIED VINYL (AS NOTED ON COLOR PALETTE)

④ .188 POLYCARBONATE BACK:
PRECOAT WHITE FINISH

⑤ PRINCIPAL QM2 6500K LED UNITS:
WHITE

⑥ 1/4" DIAMETER WEEP HOLES:
TO BE CONCEALED WITH BAFFLES

⑦ 2" SPACERS:
PAINTED SATIN WHITE

⑧ MOUNTING FASTENER SCREWS:
PAINTED TO MATCH MATERIAL

⑨ .125 ALUMINUM BACKER PANEL:
PAINTED SATIN WHITE
- ⑩ PRIMARY POWER CIRCUIT (PROVIDED/PERMITTED BY OTHERS)
W/ 12V JACKETED CABLE

⑪ 4x4" DEPTH UL LISTED RACEWAY (TOP ACCESS)
W/ 12V POWER SUPPLY, DISCONNECT SWITCH AND SERVICE LABEL

⑫ RACEWAY MOUNTING CLIP:
PAINTED SATIN WHITE

⑬ UL LISTED HOUSING:
SECONDARY WIRING SPLICE POINT (WHEN NEEDED)

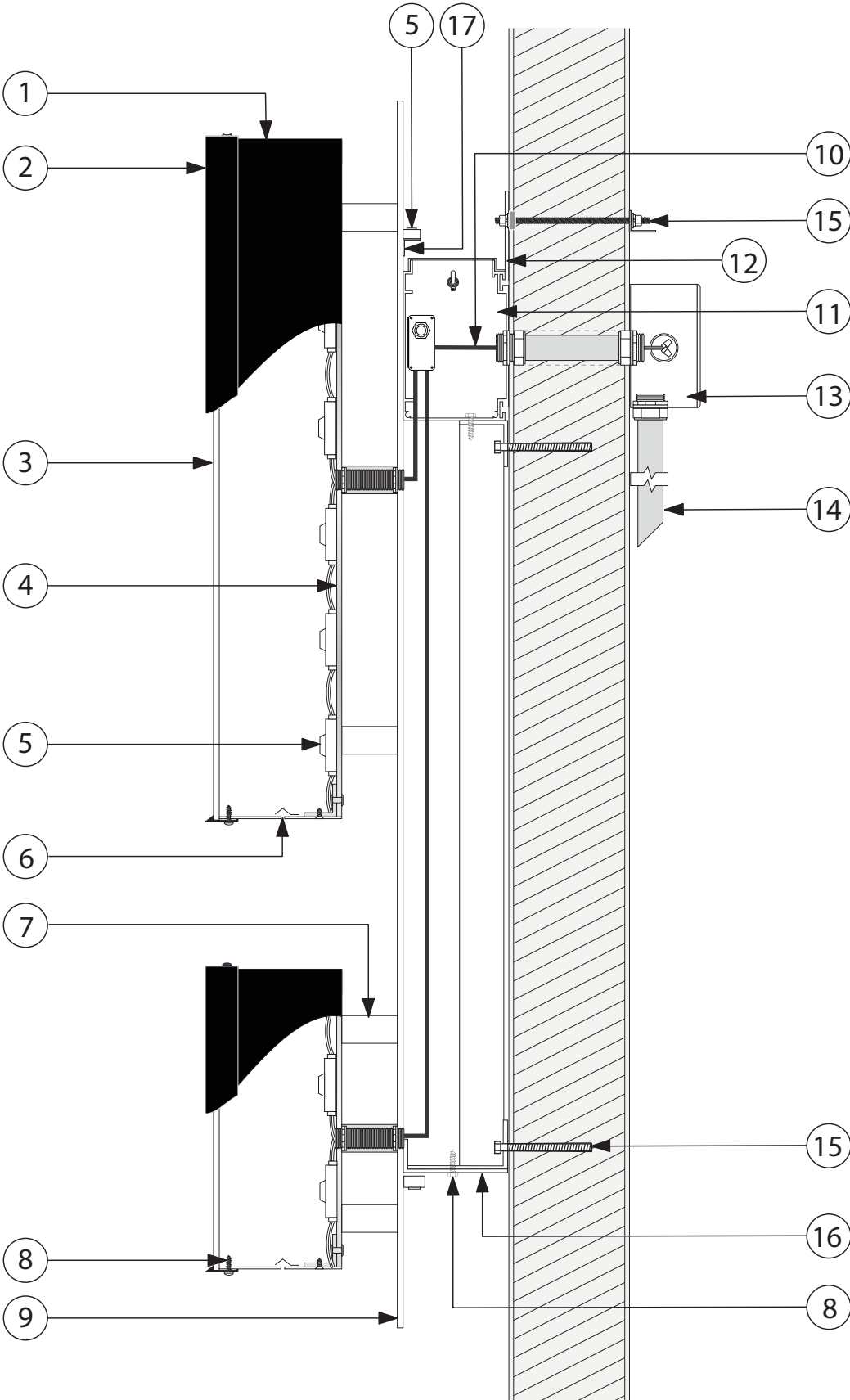
⑭ CONDUIT:
SECONDARY ELECTRICAL RUN (WHEN NEEDED)

⑮ MOUNTING HARDWARE:
APPROPRIATE TO SECURE TO STRUCTURE/FACADE

⑯ ALUMINUM RACEWAY COVER:
PAINTED SATIN WHITE

⑰ 1" x 1" x .063 ALUMINUM ANGLE

WALLFASTNER SCHEDULE		
* ALL FASTENERS TO BE NON-COROSIVE * INSTALLER TO DETERMINE APPROPRIATE METHOD TO SECURE TO STRUCTURE*		
	3/8" Ø THREADED ROD WITH ANGLE-IRON STRINGER	FOR ANY WALL TYPE ONLY TO BE USED WITH PENETRATIONS BELOW ROOF LINE
	3/8" Ø HEAVY DUTY BUTTERFLY TOGGLE W/ PVC SPACER THRU	FOR USE WITH HOLLOW CMU WALLS
	3/8" Ø EXPANSION BOLT INTO WALL	FOR USE WITH CONCRETE FILLED CMU OR SOLID CONCRETE WALLS 1-1/2" MIN EMBEDMENT
	3/8" Ø LARGE DIAMETER TAPCON FASTNER 3" MINIMUM EMBEDMENT	FOR USE WITH CONCRETE FILLED CMU OR SOLID CONCRETE WALLS 1-1/2" MIN EMBEDMENT



Scale: NTS



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Color Palette

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Signage:
SPEC
Sign Specifications