

**City Council of Peachtree City
SPECIAL CALLED MEETING**

December 3, 2010

1:00 p.m.

The Mayor and City Council of Peachtree City will hold a special called meeting on Friday, December 3, 2010, 1:00 p.m., in Council Chambers at City Hall, 151 Willowbend Road. The purpose of the meeting is to consider an intergovernmental agreement with the Fayette County Board of Commissioners regarding the Crosstown Drive/Peachtree Parkway intersection improvement design.

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: December 3, 2010
SUBJECT: Approval of Intergovernmental Agreement with Fayette County
December 3, 2010 Special Called Meeting

Recommendation:

That Council authorize the Mayor to sign the attached Intergovernmental Agreement with Fayette County for funding related to conceptual design of the Peachtree Parkway/Crosstown intersection.

Discussion:

City staff did a presentation to the Fayette County Board of Commissioners at their December 1, 2010 Workshop requesting SPLOST funding for the Hwy 54 West Gateway Bridge and Peachtree Parkway/Crosstown intersection projects. The BOC requested additional information on the Gateway Bridge project which is being developed. Various BOC members indicated they did not feel installing a traffic light at Peachtree Parkway/Crosstown was justified. Staff informed the BOC that the City Council was also not in favor of installing a traffic light. The BOC did indicate they would fund up to \$25,000 for conceptual design alternatives and cost estimates for the intersection. Once an alternative and associated cost is developed and approved by the City Council, all the requested information will again be discussed with the BOC during a Workshop session.

With regards to the December 2010 deadline imposed by ARC on these two "At-Risk" projects, Chairman Smith indicated he would personally talk to ARC with the intension of having this deadline extended.

Budget Impact:

None – all funding for this work will be from the County's portion of the 2004 SPLOST.

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement"), made and entered into as of the 9th day of December, 2010, by and between FAYETTE COUNTY, GEORGIA, ("County") and PEACHTREE CITY ("City") both political subdivisions of the State of Georgia.

WITNESSETH:

WHEREAS, certain portions of Crosstown Drive and Peachtree Parkway lying within the municipal boundaries of the City have been identified by City officials as a part of a transportation improvement project known as the Crosstown Drive/Peachtree Parkway Intersection Improvement Project ("Project"); and

WHEREAS, the transportation improvements proposed by the City as defined by this Project are in the best interests of both the City and County; and

WHEREAS, the project is identified as Project I-16 in the County's 2003 Comprehensive Transportation Plan and is therefore an eligible project to be funded by SPLOST revenues; and

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivisions, or with any other public agency, public corporation, or public authority for joint services for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County and the City desire to enter into an agreement for completion of a preliminary analysis of project design and alternatives known as the Crosstown Drive/Peachtree Parkway Intersection Improvement Project, as more specifically set forth below.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the City and the County DO HEREBY AGREE, as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are made a part of this Agreement as if fully set forth herein.
2. The City shall pay all costs associated with the preliminary design, development of alternatives, cost estimates and improvement options for the Crosstown Drive/Peachtree Parkway Intersection Improvement Project.

3. The County shall provide funding to reimburse the City for costs associated with the preliminary design, development of alternatives, cost estimates and improvement options for this project in an amount not to exceed \$25,000.

4. Nothing in this Agreement shall obligate the County to expend any additional funds for the Crosstown Drive/Peachtree Parkway Intersection Improvement Project.

5. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and all understandings, representations, and agreements between them. Each party warrants to the other that no agent, officer, employee, attorney or other representative of either has made any representation or statement, nor are there any agreements or understandings between or among any of the parties' representatives, upon which any party relies, that are not expressed and set forth in writing herein.

b. Further Documents. The parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the parties to this Agreement.

c. Time of Essence. Time is of the essence of each and every term, provision and covenant of this Agreement.

d. Governing Law. This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

e. Captions. All captions, headings, Sections, and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

f. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

g. Severability. This Agreement is intended to be preformed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

h. Liability. Each party shall bear liability only for the actions of its own employees, agents and officials in carrying out the obligations set forth in this Agreement.

i. No Waiver. No provision in the Agreement is intended to nor shall it be construed to in any way waive any immunities or protections provided to either the City or the County by the Constitution or laws of the State of Georgia.

j. Supervision of Employees. It is understood by the parties that no employees, officers, agents or officials of either party shall be under or subject to the direction or control of the other party, its officers, employees, agents or officials as to any of the services provided pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under seals as of the day and year first above written.

Attest:

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

Clerk/Deputy Clerk

Jack R. Smith, Chairman

Attest:

City of PEACHTREE CITY

Clerk

Donnie O. Haddix, Mayor