

City Council of Peachtree City

Agenda

August 4, 2005

7:00 p.m.

- I Prayer
- II Pledge of Allegiance
- III Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
- IV Minutes
July 21, 2005, Regular Meeting Minutes
- V Monthly Reports
- VI Consent Agenda
 - 1 Consider Appointments to Planning Commission
- VII Old Agenda Items
- VIII New Agenda Items
 - 08-05-01 Consider Alcohol License – NEW – Right on Thyme
 - 08-05-02 Consider Sign Request for 4 Nights in October
 - 08-05-03 Consider Library Change Order #8
 - 08-05-04 Consider Approval of GA DOT Contract for the GA 54 West/CSX Multi-use Bridge
 - 08-05-05 Consider Award of Bid for Dividend Drive Culvert Replacement
 - 08-05-06 Discuss Golf Cart Decal Replacement Program
 - 08-05-07 Consider Wi-Fi Pilot Program
- IX. Council/Staff Topics
Discuss Public Safety Commission
- X. Executive Session

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

City Council of Peachtree City
Minutes of Meeting
July 21, 2005
6:30 p.m.

The City Council of Peachtree City met Thursday, July 21, 2005, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:00 p.m. Other Council Members present were: Stuart Kourajian, Steve Rapson, Judi Rutherford, and Murray Weed.

Announcements, Awards, Special Recognition

Jason McKinnon was recognized for 10 years of service. Steve McCook was recognized as Employee of the Month, and Tami Babb was recognized as the Supervisor of the Quarter. Members of Fire Department Explorer Post 209 were recognized for earning second place in the fire investigation competition at the National Fire and Emergency Services Exploring Conference. Several members and coaches of the Peachtree City roller hockey program were recognized for earning spots on Georgia State Wars roller hockey teams.

Minutes

Rutherford moved to approve the June 14, 2005, workshop minutes as corrected. Brown seconded. The motion carried 3-0-2 (Kourajian, Weed).

Rutherford moved to approve the July 7, 2005, Regular Meeting Minutes as presented. Kourajian seconded. The motion carried 4-0-1 (Rapson).

Consent Agenda

1. Consider Extension of Big Box Moratorium

Brown noted there was an additional document on the dais – a letter from City Attorney Ted Meeker to Mayor and Council dated July 20, 2005, regarding the Moratorium on Commercial Structures over 32,000 square feet, as well as a copy of the resolution.

Weed moved to approve the Consent Agenda. Rutherford seconded. Rutherford asked if the ordinance would be completed within the 90-day extension. Meeker said it should be done. The motion carried unanimously.

Old Agenda Items

07-05-CA3 Consider Purchase of Surveillance Equipment

Rutherford moved to approve the purchase of the surveillance equipment. Rapson seconded. The motion carried unanimously.

07-05-03 Discuss Impact of the Supreme Court Decision on Eminent Domain

Rapson said there had been a lot of discussion and publicity regarding the recent Supreme Court decision. He wanted his opinion on record. Rapson said the City should send a clear message that the City intended to follow the normal practice of the state. He said the state was working on legislation to put that in place, which was using the ability of the “public use” classification versus seizing private property for the purpose of

economic development. Rapson said he wanted to make sure Council was thinking the same way

New Agenda Items

07-05-06 Consider Request from Development Authority for Funding

Rutherford moved to table the agenda item. Kourajian seconded. Rutherford noted that the City Attorney had asked that the agenda item be tabled. The motion carried unanimously

07-05-07 Consider Change Orders for Library Addition

Leisure Services Director Randy Gaddo addressed Council. Gaddo asked Council to approve Change Order #6 in the amount of \$15,143 44 for unforeseen site revisions and owner requested changes. Gaddo explained that the work included the following: adding a yard drain in the front plaza due to a low spot; adding electrical conduits from the power source to the plaza for future electrical work; adding steel corner guards to interior corners to protect them, adding damp-proofing to interior wall of the 1995 building; waterproofing, re-insulating, and installing drywall to selected walls of the 1987 building, and adding a steel cross beam (lintel) at the front of the library

Gaddo continued that Change Order #7 provided a \$10,669 credit. The change order included a reduction in the landscape design as requested by the City (\$5,017), the return of the remaining contingency from the wall placement in the 1995 addition (\$9,766), and the additional charge to extend the maintenance pad to provide easier and safer access to HVAC equipment in the rear of the building (\$4,114).

Gaddo said the contingency balance for the project was at \$96,364 Approval of the requests would leave the contingency fund at \$91,899

Kourajian said that some of the items should have been known up front, such as corner guards. Gaddo said they had looked at the plans in detail and discussed some items that would upgrade the design. He said they just had not discussed those interior details earlier Rutherford added that they also had not known about some of the issues in the older parts of the building until they got to them.

Kourajian asked about the crossbeam in front of the library Gaddo explained that was something overlooked in the initial review The beam was used to hold the split face block on the outside in the vicinity of the entrance door Kourajian asked if it was part of the design. Gaddo said it was, but was somehow missed during the review The contractor picked up on it, and it had to be added.

Rutherford moved to approve Change Order #6 in the amount of \$15,134 44, and Change Order #7 and a credit of \$10, 669 Rapson seconded. The motion carried unanimously

07-05-08 Consider Ordinance Regulating Motorized Play Vehicles

City Hall Intern Evan Roth gave a PowerPoint presentation (included in the official meeting file) on the proposed ordinance. Roth said the vehicles were sold as toys and were also known as mini-motorcycles, pocket bikes, and mini-motos. The vehicles were

less than one and one-half feet tall and were driven on public roads. Websites that sold the vehicles posted the following disclaimer:

"Notice – The vehicle does NOT conform with Federal Motor Vehicle Standards and is NOT intended for use on public streets, roads, and highways."

Roth said there was not an ordinance prohibiting the vehicles on public roads. The vehicles could reach speeds between 25 and 45 miles per hour (mph), much faster than a golf cart. The maximum capacity was 300 pounds, and the engines were gas-powered. Roth said even a small crash could present a potentially dangerous situation. The vehicles were classified as toys and did not have to be registered. Safety gear was not required. Children younger than age 12 would be able to legally drive on public roads.

Roth continued that there were over 10,000 injuries in a one-year period related to these vehicles. The vehicles were so low to the ground that they were difficult for motorists to see. Most drivers could not see them. Most insurance policies would not cover pocket bike accidents and injuries. Approximately one-third of the injuries and deaths involved children younger than 15 years of age. Over 50 people, mostly children, have died. Roth said most children did not have the maturity to recognize the danger when riding the vehicles. They viewed the vehicle as a toy, and assumed people were looking out for them.

Roth noted that governments across the country had already taken action to ban the vehicles on public property. *Consumer Reports* rated the vehicles as one of the 10 worst toys in 2004. Many police departments had already started to confiscate the toys despite the lack of ordinances.

Roth said the ordinance had to address all types of motorized play vehicles, including the use of pocket bikes on public roads. He said the popularity of the vehicles was rising and, hopefully, the ordinance would reduce accidents.

Brown said he had seen two of the pocket bikes on the paths. Currently, the vehicles were not legal on the path system. He said it would be better to do something now before the City became overwhelmed with the vehicles. The proposed ordinance would ban the vehicles from public streets and property other than the paths. He continued that, currently, there were no regulations at the state or local levels for roads.

Rapson said the state would probably do something as well, but the City was trying to be proactive. Brown agreed and likened it to the smoking ban. The local governments took action first, and the state followed their lead.

Police Chief Jim Murray said the Police Department had been looking at the pocket bikes for a while. They had recently become a problem. One problem was that they were going to legislate something that 99% of competent parents would not allow a child to have. Murray continued that the bikes were extremely dangerous. They were prohibited on some streets because of gear, such as turn signals, that the vehicles did not have.

Murray continued that the ordinance also required merchants to provide buyers with a disclaimer that the vehicles could not be used legally. Murray said the vehicles were one of the most dangerous things he had seen children on. If the vehicles were sold, the parents must have the information that they could not be used legally.

Brown read from a *Consumer Reports* article that the brakes on the vehicles worked poorly and had sub par handling. The American Association of Vehicle Administrators and the National Sheriffs Association had also condemned the vehicles. Murray noted that the disclaimer sent a message that the vehicles were unsafe and held parents responsible. He added that eight and nine-year olds had been caught on the paths on pocket bikes.

Rapson recalled the debate regarding electrical bicycles and noted the cutoff for the speed on those was 20 mph, which was currently in the ordinance. The pocket bikes could go 25 mph or faster. Murray said the vehicles could go as fast as 75-80 mph if modified.

Kourajian referred to "Section 78-95 Recreation Path – Prohibited Uses." He read "(12) Except as permitted in Section 78-94, any vehicle designed by the manufacturer to be able to travel at speeds in excess of 20 miles per hour under its own power on a flat surface." He asked if the ordinance changes covered one of these vehicles if it was designed to go 18 mph. Meeker said those would be covered by "motorized play vehicles," which was (10) on the list of prohibited uses. Meeker continued that that wording was a catchall because new vehicles would come out as technology changed. Kourajian said he was curious why 20 mph was selected as the speed. Murray noted that a fully loaded golf cart could reach 20 mph, with the governor, when going down a hill, which was a standard for golf carts. Meeker added that it was also consistent with state law.

Kourajian referred to "Section 78-96 1 Motorized Play Vehicle: Prohibitions: Disclosure Requirements." He questioned whether the proposed ordinance permitted the operation of the vehicles on private property, such as the parking lot of business in the industrial park. Meeker said private parking lots were standard commercial parking lots. Rutherford noted that there were private roads in some subdivisions in the City. Kourajian said he had a difficult time not allowing the vehicles on private property when the owner had given permission, as stated in Section 78-96 1(b). Rapson asked how that differed from Section 78-96.1(a). Both noted that according to the second sentence of (b), the vehicles were not to be operated on private property whether the owner had given written permission or not. Meeker said the first part of (b) said "except for." Kourajian clarified that both parts of (b) said it could not be done. Meeker said that was correct. Brown asked Meeker to clarify the point. Meeker said the vehicles could not be operated in private parking lots, private roads, or private sidewalks. Brown said the vehicles could be operated in the owner's yard. Meeker said that was correct. As long as the vehicles were not on a private sidewalk or road, they could be used on private property. Kourajian said that, as he understood the section, he could not ride a motorized play vehicle on a private road that led to his home, or in a parking lot at a business that he owned. Meeker said that was correct, but under that scenario, the vehicles could be ridden in the Kroger parking lot. Kourajian added they could only if Kroger had given permission.

Weed said that Kourajian understood the section correctly. Kourajian said if the vehicle was operating on his own land, then it should not matter if the vehicle was on the grass or sidewalk. Brown asked Kourajian if he was willing to accept that written permission of the property owner was needed for commercial sites. Kourajian said yes, but he did not want to open it up so much so the owner of a store could hold a rally. Kourajian said he was thinking about a person's private property.

Rutherford suggested tabling the item to work out those concerns. Weed said he did not support tabling the ordinance. He said if the vehicles were inherently dangerous in their construction and use, then they were dangerous on private and public property. Weed wanted to get rid of them before someone got hurt. Kourajian said everyone had the right to make their own choices as to whether something was dangerous to do in their own area. If he owned one of the vehicles, he should be able to operate it in his own area, whether it was a sidewalk or grass. Kourajian did not support the ordinance in its present form.

Rapson said he agreed with both Kourajian and Weed. The proposed ordinance needed tweaking, and then everyone would be more comfortable. Brown said people would be able to ride the vehicles where they wanted on their own property, unless it was commercial, retail, or an office-institutional use. If the building was functioning, cars would be in the parking lot. One of the prime hazards was there was no line of sight, which created an inherent danger. Rutherford said if she owned her own warehouse and there were no trucks or cars in the parking lot and she blocked the driveway, then she still would not be able to allow her child and friends to use the vehicles in the parking lot. She again noted that some subdivision roads were private. Brown said he had no problem applying the same rules for the homes to other personal property as long as the owner gave written permission to people outside the family.

Meeker said the problem was differentiating between that situation and opening up the Kroger parking lot. It would be difficult, if not impossible, to write such an ordinance. Rapson said the commercial people would not accept that an industrial owner could do something they could not. Meeker continued that Kourajian's argument regarding residential versus non-residential property could be more easily drawn. Brown noted that the Braelinn shopping center had already banned skateboards, scooters, and other moving vehicles except for cars and golf carts.

Weed said he agreed with the residential and non-residential restrictions, but questioned apartment complexes. Brown said the owner of the complex was the person to decide. Kourajian said there could be problems with condominiums. Weed said everyone who owned a condominium had rights to parking and ingress and egress.

Rapson moved to table the item and send concerns to the City Manager and City Attorney. He said maybe they could come up with something everyone was comfortable with. Kourajian seconded.

Weed asked what the maximum speed was for an unmodified go-cart. Murray said 35 mph.

Meeker suggested that everyone send their comments. He suggested that, in order to adopt the ordinance at the meeting, that "private" could be removed from references to roads and streets, except for parking lots. He noted that would protect the public roads while they were working on the ordinance.

Rapson withdrew his motion. He moved to approve the proposed ordinance with the changes provided by the City Attorney to provide for the clarification of "public." Weed seconded. Meeker asked Council to forward their comments to the City Manager so they could get a consensus on how Council wanted the provision to read. The motion carried unanimously

07-05-09 Consider Amendment to and Extension of Georgia Power Franchise Agreement

City Manager Bernard McMullen noted that the original agreement had been approved in 1976. It was a 35-year agreement that ran through 2011. He said the extension would run until 2025 and kept the franchise rate at four percent. The amendments also put in writing the policy that Georgia Power paid for the relocation of utility lines in the right-of-way. He said an immediate benefit would be a savings on moving the lines for the GA 74 South widening and the Walt Banks/Peachtree Parkway roundabout. Brown noted that Georgia Municipal Association (GMA) took the lead in negotiating the amendment.

Rutherford moved to adopt the attached amendment to the existing Georgia Power franchise agreement along with the 20-year extension of the current agreement. Rapson seconded. Rapson requested that a thank you be sent to the Georgia Municipal Association for the work on the agreement. The motion carried unanimously

07-05-10 Consider Award of Bid for Flat Creek Cart Path Bridge

Developmental Services Director Clyde Stricklin addressed Council. Stricklin explained that there were two bids on the project that had to be approved – to Steadfast Bridges for the pre-manufactured bridge for \$45,053 and to JHC Corporation for construction of the abutments and the installation of the multi-use bridge in the amount of \$128,900. He continued that staff was also requesting the transfer of \$90,840 from the PIP contingency to cover the balance. Stricklin noted that the City had received a \$43,000 grant from the DOT for the bridge construction, and that the grant would expire at the end of the year. The goal was to have the bridge completed by the end of the year, and Steadfast said they could do the job in 98 days. JHC also could complete the job within 90 days. Salvatore said the grant was 80% of \$60,000

Rutherford moved to award the bid to Steadfast Bridges for the purchase of the pre-manufactured multi-use bridge for \$45,053 and to JHC Corporation for construction of the abutments and installation of the multi-use bridge for \$128,900, and to approve the transfer from the 2005 PIP contingency account of \$90,840 to cover the balance of the cost of the project. Rapson seconded. The motion carried unanimously

07-05-11 Consider Approval of Congestion Relief Accord

Brown noted there was an additional document on the dais – a revised copy of the Congestion Relief Accord.

City Hall Intern Ashley Holley gave a PowerPoint presentation (included in the official meeting file) on the Congestion Relief Accord. In addition to the City, the jurisdictions participating in the accord were South Fulton Community Improvement District, Coweta County, Fayette County, Fulton County, Senoia, Tyrone, Union City, and Fairburn. Five items were included in the accord. The items included improvements to the GA 74/I-85 interchange and adjacent impacts, consideration of a half diamond northward onto I-85 from GA 92 and adjacent impacts, implementation of van pooling and park and ride lot site identification, representation from the jurisdictions within South Metro Atlanta on the Atlanta Regional Commission's Regional Freight Study (CSX multi-modal facility in Fairburn and CSX Rail running through Tyrone and the City), and consideration of studies of I-85 area interchanges. The jurisdictions would also like studies of the intersections north and south of GA 74

Holley showed a list of the criteria used to determine developments of regional impact. She said there were approximately 20 developments of regional impact surrounding the GA 74/I-85 interchange. She continued that it was obvious the projects would have a negative effect on traffic congestion, and there was an immediate need for traffic flow solutions. Parties that would receive a copy of the accord included DOT boardmembers, Governor Perdue, state legislators, the Congressional delegation, DOT district offices, GRTA board, ARC board, and the news media.

Brown pointed out that one of the changes to the accord had been to change the word "implementation" to "consideration." He said some the proposals were not part of the regional transportation plan, and a project could not be implemented if it was not part of the plan. "Adjacent impacts" meant that changes to an intersection would have an impact on the existing roads, which also had to handle the traffic flow. Members from Fulton County and Union City said they should look at the other intersections and see what might happen with them. There was no point in fixing one intersection if the intersections above and below it started lagging behind.

Rutherford asked Brown what they wanted done at the interchange. Brown said DOT had a concept for GA 74/I-85. The plan included on-ramp and off-ramp changes and widening the bridge to get the traffic flowing. The problem was the work was not scheduled until 2015 or 2020. Rutherford clarified that they just wanted to move the work up. Brown said that was correct. He said there was quite a bit of support.

Kourajian questioned the park and ride and van pooling lots site identifications. Brown said that would be primarily in South Fulton. DOT would purchase those lots. There was not any incentive right now for vanpooling or car pools because there were no HOV lanes on this side of Atlanta.

Kourajian asked if everyone had agreed on the memorandum. Brown said everyone except Fayette County was present at the meeting held earlier in the day, and all had agreed. Brown told Council that, if they approved the accord, the City would be the first of the jurisdictions to approve it. He said they were trying to complete the accord before the General Assembly went into session in January

Rutherford moved to approve the Congestion Relief Accord and give permission for the Mayor to sign. Rapson seconded. Brown explained that the accord would not be signed until all the governing bodies had approved the accord in the event that the accord had to be modified. The motion carried unanimously

07-05-12 Consider Award of Pool Management Contract

Gaddo addressed Council regarding the pool management contract and asked Council to award the contract to USA Pools. The cost for the remainder of the year would \$54,225. The cost for the three subsequent years was \$274,260 each. Gaddo told Council that staff felt there was ample justification related to safety and operational efficiency not to select the low bidder. He continued that the RFP was sent to eight companies, and four had submitted proposals. The preliminary review of qualifications eliminated two of the companies, which did not meet the five-year requirement for professional pool management. Gaddo said the requirement was critical to ensure the support the City needed.

Of the two remaining companies, Gaddo said the most responsive had been USA Pools, the current contractor, which had excelled in experience and record of performance. USA Pools had several large municipal contracts and several had year-round operations. Sears had only two municipal contracts, both smaller than the City, and no experience with year-round operations. He continued that year-round experience was critical. It was difficult to find lifeguards in the winter, so specific recruiting techniques were needed. They also had several contracts in the area, so they had a large number of recruits.

By experience, the City had learned that the most important onsite person provided by the contract was the onsite manager. Gaddo said that Sears had not sent the name of the pool manager until requested. The company submitted the name of a young woman who had worked as a lifeguard for the City at one time, but was now employed by another company and had not kept her certification current. Sears had not planned to hire her unless the company got the contract. The USA Pools manager was very qualified and had a proven track record. She had three years experience with the City and inspired a high degree of confidence.

The City's swim program was another key item. Gaddo said Sears had little, or no, experience with large swim programs. The City had a healthy swim program. A loss of confidence by the patrons would lead to a loss of revenue. Sears also would not agree to be responsible for the users of the wading pools. They said the parents would be responsible. Gaddo said the City held the contractor responsible for everything inside the fence. Sears also said the pools would be unmonitored during the lifeguards' 15-minute breaks. Gaddo said no pool would be left unmonitored in the City. The lifeguards took breaks during a normal rotation. Sears also said they could cancel the contract if the company recommended maintenance work the City did not accept and the company felt the job could not be done because of that. Gaddo said staff felt that arrangement gave the contractor too much control over the budget and the decision-making process.

Gaddo said staff was aware the difference between the bids was not insignificant, but safety was the number one priority. Staff recommended the contract be awarded to USA Pools.

Rutherford moved to award the swimming pool management services to USA Pools as outlined from October 1, 2005, to December 31, 2005, for \$54,225 and the option for three one-year calendar renewals for \$274,260 for each year. Rapson seconded. Rapson asked Rutherford to include a review of the contract by the City Attorney in her motion, as well as a 30-day clause. Rutherford accepted the amendment. The motion carried unanimously.

07-05-13 Consider Traffic Signal at GA 54/Stevens Entry

Stricklin said the City had requested that DOT review the intersection. Stricklin told Council that the intersection met the warrants for a signal based on the DOT's study. The estimated cost of the light was \$70,000. He continued that, once the DOT made the determination that a light was needed, the light was approved. The estimate came from DOT.

Kourajian asked who would pay for the light. Assistant City Manager Colin Halterman told Council that the City had asked for the permit, so the City was liable for the cost. He added that it could take five or six years to install the light if the City waited on state funding. Rapson noted that the traffic signal was on the SPLOST list, so the City could reimburse itself once the SPLOST money started coming in.

Rutherford moved to authorize the Mayor to sign all three copies of the attached request for the signal and that the request for funding would come at a later time. Rapson seconded. The motion carried unanimously.

Council/Staff Topics

Discuss County Commission Actions Relative to County Library

Gaddo addressed Council and said he wanted to give Council an idea and background on the County Library Board and County Commission's recent actions regarding the Flint River Regional Library System. He gave a brief PowerPoint presentation (included in the official meeting file). Georgia Public Library Services fell under the Board of Regents. There were 58 library systems, either regional systems or county systems, in the state. The state recognized one county library per county in a regional system, and the Fayette County Library was recognized here. There was no requirement for Flint River Regional Library System (FRRLS) to support the City library. State resources flowed to the City via FRRLS, which was located in Griffin. The regional director was a state employee who reported to a regional library board. The regional director assigned one state employee as the director of the Fayette County Library. Gaddo pointed out that the director chose to do that; it was not required. The regional director also chose to support the City and Tyrone, but that was not required.

Gaddo continued that the Fayette County Library provided no support to the City. The state-paid library director was a benefit to the County, but the regional director could pull

that person back to Griffin at any time. The regional support to the City and Tyrone came through FRRLS, so there was no incentive for the County to assist the cities.

The agreement with the region was last updated in 1982 and was badly in need of an update. The County Library Board requested a review, and the three library managers conducted the review. They produced a draft revised agreement, but could not agree on a funding mechanism. The Library Board voted on June 21 to forward the agreement to the county attorney for review, minus any funding information, since there were many points that they agreed on. After the vote, the board reversed itself and recommended that the County Commission reduce the funding levels to the FRRLS. The County Library Board recommended the County pay \$4,000 annually for the services provided. Currently, the County paid (pays) \$73,000.

Gaddo noted that the benefits of regional membership included centralized ordering, cataloging, and processing of materials; weekly van delivery, two courier deliveries per week; consolidated reporting to the state; PINES membership, internet and Galileo access, and professional administration of state and federally-funded grant programs. Gaddo said the benefits were worth thousands of dollars.

Gaddo continued that County Commission Chairman Greg Dunn announced at the July 12 Association of Fayette County Governments (AFCG) meeting that the Commission was not validating the reduction of payments. Dunn also said the Commission did not support the County Library Board's interest in potentially withdrawing from the FRRLS at this time, and that the Commission planned to ask the regional director for pertinent financial information. Rapson noted that was good due diligence on Dunn's part.

Gaddo said he needed to make some corrections to some of Dunn's statements. Dunn had said the County rated three state-paid positions. Gaddo said all state positions were allocated to the system headquarters and could be allotted out at the regional director/board's discretion, and Fayette County had been allocated one of those positions. Dunn also said that if the County pulled out of the FRRLS, the County would rate several state positions. Gaddo said there was no guarantee of state funding or staff support if the County pulled out. Dunn said that Lamar and Spalding Counties did not pay fees to the FRRLS. Gaddo said Lamar paid via the City of Barnesville, \$12,065, Spalding paid the largest amount, \$199,249; and the Griffin-Spalding County Board of Education paid \$7,500. Dunn also said most counties the size of Fayette had created their own systems. Of the 58 library systems in the state, 23 were single county systems and 35 were regional systems. Of the 20 most-populated counties, eight were regional.

Gaddo said several things could happen. The County could be satisfied with the financial information they received from the regional director, and they would continue to update and renegotiate the 1982 agreement. If the County was not satisfied with the information, the County could negotiate with the regional director or take legal action. If the County were to withdraw, the City would have to make some decisions. The City could become part of a new County system, which would dramatically increase payments. The City's library could become independent, with large start up costs to provide the same level of service. Currently, there was no provision for the City to stay with the FRRLS unless

there was a loophole, but the costs would still go up to make up the loss of the County's funding.

Gaddo asked Council to support staff's decision to stay with the FRRLS. Staff was happy with the services provided. He continued that staff would develop a contingency plan for all political scenarios. He asked Council to review the materials and become familiar with the many facets of the issue. Gaddo also asked Council to authorize staff to share that material with AFCG members.

Rapson said Gaddo had not discussed that the County was looking at equitable distribution between the municipalities supported by FRRLS. Rapson said he supported staff's recommendation to remain, as well as look at the equitable allocation of the fees. By his calculation, the City should be paying approximately \$15,000 vs. the \$13,000 currently budgeted. It was a good deal for the City and the other municipalities. Rapson noted that Council would be hypocritical regarding its position on equitable distribution if the City was not willing to be equitable back. Rapson pointed out that Tyrone had been approved for a state grant for its new library in the fall. He said they also needed to share the information with the Association of Fayette County Governments.

Rutherford said there had been issues with the FRRLS, but there had been drastic improvements. The region provided services that the City could not get in a cost effective manner. Clayton County had been an independent system for a long time, but it was so long ago that it was cost effective for Clayton County. As state funding decreased, there was no incentive for the state to help the City if the County pulled out of the regional system. Rutherford said that, as discussions continued with the County on recreation and EMS, the library would be in the same position as far as the taxpayers were concerned.

Rapson said he did not have to run a scenario to decide whether it was better to spend \$1 million to pull out of the system or spend \$15,000 to stay in the system. The regional director also took a huge administrative burden off the County and City libraries by filing the state and federal requirements, as well as taking care of the PINES system.

Rapson moved to endorse staff's position to remain a member of the FRRLS and to increase the budget to the equitable allocation of \$15,010 vs. \$13,000 currently budgeted and to authorize staff to share the information with the AFCG members, as well as support staff in developing contingency plans and providing materials. Rutherford seconded. Rapson said if the motion passed then a copy of the minutes should be sent to Tyrone to let Tyrone know the City supported their efforts. The motion carried unanimously.

Gaddo thanked Jill Prouty for her efforts, which contributed to the improvement of the service.

Brown noted that Tinsley Mill had been pummeled by the floodwaters. He said he had spoken to some unit owners. Several units got more water than others. If there were a

FEMA program available to buy the units that routinely flooded, the owners would be interested in selling the units. Brown directed staff to look into the possibility

Weed asked if there had been any word regarding the traffic signal at GA 74/Georgian Park. Stricklin said he not received any word back yet. He hoped to hear from DOT on Friday, July 22.

Kourajian asked if there was any news on the opening of the Three Dollar Café. McMullen said there had been no news. Brown asked City Hall Staff Assistant Pam Dufresne the status of the alcohol license. Dufresne said the time limit for opening the business had expired and they would have to come back to Council.

McMullen reported that Airport Manager John Crosby was working with appraisers to acquire the needed right-of-way for the TDK Boulevard extension. Sequoia Golf and Pathway Communities had asked for some indemnification language to allow appraisers to come on to their properties. All of the appraisers had been unwilling to sign the agreement. Crosby was trying to set up a meeting with all the parties to work something out. Kourajian asked if the clause was unusual and if that was the hold-up. Stricklin said is was a standard clause for right of entry Kelly Gilley of Sequoia Golf had indicated that they wanted Crosby and Stricklin to go with the appraisers.

Rutherford thanked staff, Public Works, Fire Department, and the Police Department, for all the work done during the flooding. She said everyone did a good job in a very difficult situation.

Rutherford moved to reconvene in executive session for pending litigation, real estate, and personnel matters. Rapson seconded. The motion carried unanimously

Brown moved to reconvene into regular session. Weed seconded. The motion carried unanimously

Rutherford moved to acquire the easement on the Mathis tract for an amount not to exceed the amount specified in executive session. Weed seconded. The motion carried unanimously

There being no further business to discuss, Kourajian moved to adjourn the meeting. Brown seconded. The motion carried unanimously The meeting adjourned at 9:30 p.m.

Jane Miller, City Clerk

Stephen D Brown, Mayor

Pamela Dufresne, Recording Secretary

2005 City Event Calendar

<u>July</u>	<u>August</u>	<u>September</u>
	8/1 – Budget Workshop, 6:30 pm 8/4 – City Council Meeting, 7 pm 8/15 – Budget Workshop, 6:30 pm 8/18 – City Council Meeting, 7 pm 8/20 – Kidz Fest (formerly Last Fling) at Shakerag Knoll, 11 am – 3 pm	9/1 – City Council Meeting, 7 pm 9/5 – Labor Day, City Offices Closed 9/12-16 – Qualifying for City Election 9/15 – City Council Meeting, 7 pm 9/17 & 18 – Shakerag Arts & Crafts Festival 9/24 – Hispanic Festival (at Picnic Park, 8 am – 6 pm)
<u>October</u>	<u>November</u>	<u>December</u>
10/6 – City Council Meeting, 7 pm 10/20 - City Council Meeting, 7 pm	11/3 – City Council Meeting, 7 pm 11/8 – Peachtree City General Election 11/17 - City Council Meeting, 7 pm 11/24 & 25 – Thanksgiving Holiday, City Offices closed 11/29 – Runoff Election (if needed)	12/1 – City Council Meeting, 7 pm 12/15 – City Council Meeting, 7 pm 12/23 & 26 – Christmas Holiday, City Offices closed.
2006		
<u>January</u>	<u>February</u>	<u>March</u>
1/5 – City Council Meeting, 7 pm 1/19 – City Council Meeting, 7 pm	2/2 – City Council Meeting, 7 pm 2/16 – City Council Meeting, 7 pm	3/2 – City Council Meeting, 7 pm 3/16 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/6 – City Council Meeting, 7 pm 4/20 – City Council Meeting, 7 pm	5/4 – City Council Meeting, 7 pm 5/18 – City Council Meeting, 7 pm 5/29 – Memorial Day, City Offices Closed Memorial Day Celebration, 7.30 am at City Hall	6/1 – City Council Meeting, 7 pm 6/15 – City Council Meeting, 7 pm

Note: Items in **BOLD** are new additions

Updated 6/29/05

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: June 2005

	<u>May-05</u>	<u>June-05</u>	<u>FY 2005 YTD</u>	<u>FY 2004 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	3	1	18	20
City Vehicle / Equipment Accidents	3	1	12	14
Lawsuit Legal Fees	\$5,294 46	\$5,049 49	\$80,390.35	\$40,758.65

Municipal Court

Fines Collected	\$112,594.67	\$112,686.90	\$977,289 45	\$976,950.82
Online Transactions	173	157	1,331	1,164
Citations Closed	576	618	5,954	6,593
Jail Fund Balance	\$1,361 15	\$1,401.68	\$63,117.52	\$38,159.53

A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed

Public Information

New Businesses Registered	23	29	253	246
Public Contacts, Questions & Complaints	102	56	633	478

This includes 4 complaints against Comcast Cable Company, 4 complaints against EPI - Environmental Partners, and 3 Open Records/Lawsuit Discovery Requests.

**PEACHTREE CITY BUILDING DEPARTMENT
FY 2005**

	May-05	Jun-05	Fiscal Y-T-D 2005	Fiscal Y-T-D 2004
DEVELOPMENT PERMITS:	10	5	109	242
BUILDING PERMITS:				
Single Family Residential	7	8	77	220
Multi-Family Residential	0	0	9	5
Misc.-Pools/fences/additions	68	61	470	560
Commercial/Industrial	17	11	101	74
TOTAL INSPECTIONS:	524	893	5,100	7,047
CERTIFICATE OF OCCUPANCY				
Residential	11	5	129	222
Commercial	6	2	32	30
Multi-Family Residential	0	0	3 *	18
CODE ENFORCEMENT				
Sign Violations	66	118	692	1288
Rehab	13	23	150	115
Notice of Violations	450	354	2516	3,142
Citations	3	2	17	28
Stop Work Orders	5	3	66	105
Complaints From Citizens	30	20	163	221
PERMIT FEES COLLECTED:	26,971	29,795	303,350	473,860
POPULATION	35,743	35,753	35,753	35,328

Based on 2.09 of completed occupancy

***Fire rebuild in Twiggs Corner, not added to population figure.**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES MONTHLY REPORT (UNAUDITED)
AS OF JUNE 30, 2005

Fund	Cash Balance	Total Investment	Total Cash and Investments	YTD Interest
General Fund	\$ 2,026,589	\$ 8,224,203	\$ 10,250,792	\$ 189,244
Neighborhood Parks Fund	14 069	-	14 069	13
DARE Fund	1,345	-	1 345	272
Federal Seizures Fund	8,966	-	8,966	76
HAZMAT Fund	2,368	-	2,368	28
Library Sales Tax Fund	11,242	-	11,242	187
Police Tuition Fund	4 106	-	4,106	53
Youth Council Fund	1,156	-	1 156	14
Fire/EMS Grant Fund	-	-	-	-
PD Cert/GEMA Grant	(345)	-	(345)	-
Athletic Assoc. Funds	35,371	-	35 371	507
Hotel/Motel Tax Fund	-	-	-	-
Library Construction Fund	-	2,321 139	2,321 139	68,238
Public Improvement Funds	(29 480)	996,966	967 486	36,366
Debt Service Funds	-	12,896	12,896	47
Municipal Court Fund	89,234	-	89,234	-
Landscape Deposit Fund	116 137	-	116,137	-
Total Collateralized Funds	\$ 2,280,758	\$ 11,555,204	\$ 13,835,962	\$ 295,045
Pension Trust Fund	-	7 302,958	7,302,958	-
Grand Total	\$ 2,280,758	\$ 18,858,162	\$ 21,138,920	\$ 295,045

Collateral Analysis as of June 30, 2005		
Safe-keeping Bank	Bank	Total Held
Bank of New York	Wachovia/SouthTrust Bank	\$ 17 112,859
Bank of New York	Peachtree National Bank	497,655

CITY OF PEACHTREE CITY
FINANCIAL SERVICES DIVISION MONTHLY REPORT (UNAUDITED)
GENERAL GOVERNMENTAL FUNDS BUDGET COMPARISON
FOR NINE MONTHS ENDED 6/30/05

REVENUES BY MAJOR CATEGORIES				
Description	2005 Amended Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 8,642,166	\$ 8,310,089	\$ (332,077)	96.16%
Franchise Taxes	1,942,633	1,631,945	(310,688)	84.01%
Local Option Sales Tax	6,338,418	4,639,656	(1,698,762)	73.20%
Other Sales & Use Taxes	644,013	454,868	(189,145)	70.63%
Business Taxes	1,825,422	1,868,079	42,657	102.34%
Licenses & Permits	909,228	655,978	(253,250)	72.15%
Grants	204,616	-	(204,616)	0.00%
Charges for Services	1,293,091	782,372	(510,719)	60.50%
Fines & Forfeitures	975,667	793,682	(181,985)	81.35%
Investment Income	81,134	189,240	108,106	233.24%
Surplus Carryover	1,658,888	-	(1,658,888)	0.00%
Other Revenue	58,535	88,647	30,112	151.44%
Other Financing Sources	502,436	259,189	(243,247)	51.59%
Total General Fund	\$ 25,076,247	\$ 19,673,745	\$ (5,402,502)	78.46%
Hotel/Motel Tax Fund	946,308	746,907	(199,401)	78.93%
Total General & Hotel/Motel Tax Funds	\$ 26,022,555	\$ 20,420,652	\$ (5,601,903)	78.47%

EXPENDITURES BY DIVISION AND/OR TYPE PERCENTAGE OF BUDGET YEAR COMPLETED - 75%				
Division and/or Type	2005 Amended Budget	YTD Actual	Dollar Difference	Percentage To-Date
Administrative Services	\$ 1,379,922	\$ 934,438	\$ 445,484	67.72%
Developmental Services	1,630,045	1,010,880	619,165	62.02%
Financial Services	737,573	537,374	200,199	72.86%
Leisure Services	4,423,711	3,172,706	1,251,005	71.72%
Public Safety	9,084,393	6,271,920	2,812,473	69.04%
Public Works	4,462,346	2,582,156	1,880,190	57.87%
Council Contingency	100,000	-	100,000	0.00%
Non-Profit Organizations	15,000	15,000	-	100.00%
Grant Incentive Program	50,000	-	50,000	0.00%
Transfer to Development Authority	35,000	35,000	-	100.00%
Transfers to Other Funds	3,375,772	1,819,761	1,556,011	53.91%
Liability Insurance	85,585	85,551	34	99.96%
Legal Services	165,400	119,705	45,695	72.37%
General Administration	40,500	-	40,500	0.00%
Other	(509,000)	-	(509,000)	0.00%
Total General Fund	\$ 25,076,247	\$ 16,584,491	\$ 8,491,756	66.14%
<u>Hotel/Motel Tax Fund</u>				
Transfer to General Fund	315,436	221,311	94,125	70.16%
Transfer to Tourism Fund	630,872	444,244	186,628	70.42%
Total General & Hotel/Motel Tax Funds	\$ 26,022,555	\$ 17,250,046	\$ 8,772,509	66.29%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES DIVISION MONTHLY REPORT (UNAUDITED)

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER JUNE 2005			
Description	Vendor	Award	Date
Compressor and Jackhammer	Perimeter Bobcat, Inc.	\$ 12,249	06/07/05
Lowboy Trailer	Hooper Trailer Sales	13,570	06/07/05
Turf Truckster	Wade Tractor & Equip.	12,465	06/07/05
Bob Skid Steer Loader	Perimeter Bobcat, Inc.	23,115	06/07/05
Fire Station 82 Interior Remodel	Timothy Lester	23,850	06/08/05

PURCHASING REPORT FOR NINE MONTHS ENDED JUNE 30, 2005 AND JUNE 30, 2004		
Activity	Fiscal Year 2005	Fiscal Year 2004
Purchase Orders / Requisitions Processed	2,123	1,730
City Store Requisitions Processed	100	88
Sealed Bids Requested	51	28
Requests for Proposals	12	11
Bids Awarded	27	21
Requests for Proposals Awarded	9	8
Contracts Prepared	13	12
Fixed Assets Purchased	39	23

INFORMATION TECHNOLOGY REPORT JUNE 2005 AND YEAR-TO-DATE		
Activity	Current Month	Fiscal Year 2005
Work Orders Created	85	1,092
Work Orders Closed	78	1 016
Work Orders Open	5	18
Corrective Work Orders	41	448
Project Work Orders	2	66
Technical Support	30	287
Website Visits	31 170	226 025

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2005 MONTHLY REPORT**

	May 05	Jun. 05	2005 Y-T-D	2004 Y-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	3	3	32	20
Actual Business/Industrial Fires	0	2	9	9
¹ Rescue/EMS Assist	155	129	1233	260
¹ Vehicle/Golfcart Accidents	22	23	188	40
¹ False Alarms	27	28	221	30
² Other	21	25	269	1344
Total Engine Response	228	210	1952	1703
 Dispatched Fire Calls	 59	 64	 551	 412
 Response Time Fire	 4 14	 4 12	 4 47	 4 46
 RESCUE/EMS				
Trauma	90	80	608	412
Medical	118	96	765	596
Total # Patients	208	176	1373	1008
 Patients Transported	 104	 81	 653	 480
 Dispatched EMS Calls	 170	 147	 1412	 1305
 Total Medic Response	 215	 176	 1730	 1239
 Dispatched Fire/EMS Total	 229	 211	 1963	 1717
 Response Time EMS	 4.20	 4 18	 4 12	 4.20
 EMS BILLING				
Patients Billed	104	78	770	701
 Revenue Generated	 42,448	 29,951	 298,880	 268,716
 ³ Total Revenue Received	 23,844	 54,499	 212,679	 214,115

¹Previously categorized as Other

²Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

³Revenue Received on All Outstanding Accounts

LEISURE SERVICES MONTHLY REPORT

June 2005

<u>Activity Description</u>	<u>Unit</u>	<u>June 05</u>	<u>FY 2005 YTD</u>	<u>FY 2004 YTD</u>
Library				
Books Circulated	number	22,294	146,044	159,946*
Internet Usage	visits	2,696	21,325	21144*
Computer Lab Use	hours	24	178	236*

*Library Closed to Move to Temp Location

Recreation

Class/Program Revenue	\$	\$10 704	\$42,928	\$35,050
Playing Surface Mowing	hours	518	2,399	2,284
Playing Field Preparations	hours	805	5,635	4,634
Building Maintenance	hours	407	3,838	3,985
Safety Inspections	visits	55	455	400
Litter Removal	hours	288	2,624	2,496
Complaints answered	number	2	11	18

**PEACHTREE CITY POLICE DEPARTMENT
2005 MONTHLY REPORT**

	JUNE 05	MAY 05	2005 CYTD	2004 CYTD
PART I CRIMES				
Murder	0	0	0	0
Rape	1	0	2	2
Robbery	0	0	2	0
Aggravated Assault	0	1	4	4
Arson	0	4	6	1
Auto Theft	9	8	36	21
Theft	19	20	105	119
Burglary	1	0	7	10
TOTAL PART I CRIMES	30	33	162	157
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	23	19	120	130
DUI – ADULT	21	18	110	111
DUI – UNDERAGE	2	1	10	19
MINOR IN POSSESSION OF ALCOHOL	11	12	41	69
DRUG ARRESTS	8	14	53	90
ARRESTS				
PROPERTY CRIMES	8	9	50	64
PERSON CRIMES	8	7	33	33
CITY ORDINANCES	54	26	223	330
OTHER	96	77	445	560
AVERAGE RESPONSE TIME	5.27	5 45	5.37	5 81
CALLS ANSWERED	6115	6399	37,655	38,123
TRAFFIC				
CITATIONS ISSUED	602	785	3705	5163
WARNINGS	539	551	2736	4186
ACCIDENTS	104	104	556	570

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	5
HWY 54 / HUDDLESTON DR	4
HWY 54 / PLANTERRA WAY	4
HWY 54 / MARKET PLACE CONN	3
HWY 74 / CROSSTOWN DR	3

TOP 5 ACCIDENT LOCATION – Y T D

HWY 54 / HWY 74	27
HWY 54 / HUDDLESTON DR	19
HWY 54 / PLANTERRA WAY	17
HWY 54 / PEACHTREE PARKWAY	16
HWY 74 / CROSSTOWN DR	15

PUBLIC SERVICES MONTHLY REPORT

JUNE 2005

<u>Activity Description</u>	<u>Unit</u>	<u>June- 05</u>	<u>FY 2005 YTD</u>	<u>FY 2004 YTD</u>
Street Patching	Hrs.	149	1,031	2,991
Street Crack Sealing	Hrs.	0	461	488
Drainage Maintenance	Hrs.	540	3,135	1,489
Street Sweeping	Hrs.	0	313	366
Cart Path Paving	Ft.	650	9,208	15,726
Cart Path Litter Removal	Hrs.	59	384	575
Cart Path Drainage Maintenance	Hrs.	0	878	1,391
R.O W Mowing	Hrs.	698	2,815	3,019
R.O W litter Removal	Hrs.	238	2,432	3,209
Landscape Maintenance	Hrs.	1,035	4,553	4,576
Landscape Planting/Mulching	Hrs.	168	1,937	2342
Litter Removal	Hrs.	0	14	30
Subdivision Sign Maintenance	Hrs.	28	94	504
Traffic Sign Maintenance	Hrs.	63	979	1,072
Vandalism Repairs	Hrs.	1	94	71
Citizen Requests Answered	Num.	131	587	503
Community Service	Hrs.	54	103	84
<u>RECYCLING SITE</u>				
Manhours	Hrs.	74	375	467
PARTICIPANTS				
Recycling	Num.	357	953	1,348
Composting	Num.	1,628	8,776	3,809
Mulch Pick Up	Num.	151	387	732

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: July 19, 2005
SUBJECT **CONSIDER APPOINTMENTS TO PLANNING COMMISSION**
August 4, 2005, City Council Agenda

The Selection Committee, composed of Mayor Steve Brown, Council Member Judi-ann Rutherford and myself considered five applicants for the vacancies on the Planning Commission.

It is the recommendation of the Committee that Mr Paul Johnson be reappointed to serve a term from 10/1/05 to 9/30/08. The Selection Committee also recommends that Mr John McCann be appointed to serve a term from 10/1/05 to 9/30/08

Copies of applications for those recommended are attached for your review

BJM.gr

Attachments

14/19
Y

Selective

**PLANNING COMMISSION
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the Planning Commission. Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second and fourth Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** Appointees will also be required to attend various Planning Commission Training classes and meetings prior to the beginning of their term. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Gloria Reid, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on May 13, 2005**. The City will contact you within two weeks of the application closing date.

If you have any questions, please contact Gloria Reid at 487-7657

NAME Paul W Johnson P.E.

ADDRESS 859 Southern Shore Drive
Peachtree City, GA 30269

TELEPHONE (Day Time) 770.486.0186

(Evening) 770.486.0186

(Fax No:) 770.632.6802

(Email:) pwjohansonpe@earthlink.net

Paul W Johnson

4 APRIL 05

How long have you been a resident of Peachtree City? *I have lived in Peachtree City since August 2001. My wife has been a resident for 15 years.*

Why are you interested in serving on the Planning Commission? *I've served an unexpired term for the last 9 months, and have thoroughly enjoyed the opportunity to serve Peachtree City, and to help keep it a desirable place to live and raise families. My professional background as a professional civil engineer is very helpful in our deliberations.*

What qualifications and experience do you possess that would benefit the Planning Commission? *I have held every engineering position from junior engineer to the top civilian engineer in the Dept of the Army, overseeing construction and maintenance of Army installations world-wide. I managed an annual construction budget of \$2 billion and an annual maintenance budget of \$3 billion. I have extensive experience working with the Corps of Engineers on environmental programs, to include wetlands mitigation and environmental site restoration.*

List major jobs you have held during your working career to include name of company and position.

*2001-Present Consultant with Hurt Norton Associates, Washington, DC
1972-2001 Deputy Assistant Secretary of the Army for Installations and Housing (see resume)
1971-1972 Assistant Deputy for Installations and Housing (see resume)
1962-1971 Deputy Assistant Secretary of the Army (Installations and Logistics) (see resume)
1959-1962 Supervisory General Engineer (see resume)
1950-1980 US Army Reserve Engineer, retiring as COL (P)*

Do you have any past experience relating to City planning? If so, describe.

For the last nine months I have served on the Peachtree City Planning Commission, and have successfully completed Training for Planning Officials, offered by the Atlanta Regional Commission Community Planning Academy.

Throughout my career, over 40 years, I have been involved in Master Planning for Army installations, setting guidelines and approving final products. These Master Plans included all the elements necessary to guide the development of the installation, from design guides for buildings and signage, layout of highways and roads, access control points, to creation of lakes and recreational areas. An Army installation is very similar to a city in that they have the same infrastructure, hierarchy, and issues. An installation has a post commander (analogous to a Mayor), Director of Public Works, Legal Dept. Finance and Budget Dept, Fire Dept, Police Dept, Recreation and Welfare unit, Family Housing, and all other agencies dedicated to quality of life and community living. Army installations range in population from fewer than 1000 residents to those with more than 50,000. These installations also have a mixture of residents and of workers who reside in the commuting area. They range in physical size from only a few acres (like Ft. McPherson, GA) to over 2 million acres (Ft Irwin, CA).

Have you attended any Planning Commission meetings in the past year and, if so, how many?

I have attended all Planning Commission meetings in the last 9 months, with just one exception when I was out of the country. I have closely monitored the results of all Planning Commission meetings and all City Council meetings.

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

No. My consulting engineering work is associated with military installations. I will retain my license as a Registered Professional Engineer (P.E).

Describe your current community involvement.

I have volunteered to work on houses for Habitat for Humanity. I also am a regular attending member of St. Andrew's in the Pines church.

I look forward to continuing to serve Peachtree City.

RESUME

Paul W Johnson, Sr
859 Southern Shore Drive
Peachtree City, Georgia 30269

Home Phone. 770-486-0186

Personal Data

Date of Birth: January 9, 1924, Mountain View, Oklahoma
Marital Status. Married, 5 children
Health: Excellent

Education

BSEA, University of Mississippi, 1949
Top Management Seminar OMETA, 1960
Value Engineering OMETA, 1966
PERT CSC, 1967
Command and General Staff College, Fort Myer, 1961-1967 (Night) and
Fort Leavenworth, 1967 (Two weeks active duty)
Management Natural Resources (Phase I, II and III) ICAF
Residential Program in Executive Education, Federal Executive Institute,
Charlottesville, Virginia, October 25 to December 17, 1971
Training for Planning Officials. Atlanta Regional Commission—Community
Planning Academy--2004

Special Qualifications

Member: American Society of Civil Engineers (past member)
Society of American Military Engineers
National Society of Professional Engineers (past member)
COL, USAR Corps of Engineers (Retired)
Federal Executive Institute
License. Registered Professional Engineer

Previous Employment

Current—Commissioner, Peachtree City Planning Commission. One of five members.
The Commission is responsible for assisting in the administration of the City Zoning
Ordinances and Land Development Ordinance, and for reviewing the site plans and
landscape plans for commercial and industrial development.

1972 – 2000 (Retired) - Deputy Assistant Secretary of the Army for Installations and Housing -
Responsible for Army's worldwide installation and housing structure, involving private sector
engineering, real estate, construction, maintenance, and energy conservation.

- 1971-1972 – Assistant Deputy for Installations and Housing - Development/monitoring of policies, plans, programs and procedures related to location, design, construction, operation and maintenance of Army facilities worldwide, including the management of all aspects of family housing and real property at military installations.
- 1962 – 1971 – Deputy Assistant Secretary of the Army for Installations and Logistics – Responsible for development, formulation, dissemination and assurance of execution of policies and programs relative to functional area of family housing and Homeowners Assistance Program.
- 1959 – 1962 – Supervisory General Engineer, Installations and Services Agency, Department of Army – Responsible for planning, developing, coordinating and administering branch program requirements of master planning, real estate, administration and management, utilities programs, power procurement, building and ground program, etc.
- 1958 – 1959 – Supervisory General Engineer, Installations and Services Agency, Department of the Army, Rock Island Arsenal, Illinois – Responsible for planning, directing and coordinating the activities of subordinate personnel engaged in exercising staff direction and control over buildings and grounds activities.
- 1956 – 1958 – Supervisory Construction Management Engineer, Director of Installations, Department of the Air Force – Responsible for worldwide analysis, correlation and consolidation of military construction programs prepared by the Continental United States and Overseas Branches, forecasting programs, initiating and monitoring program calls and procedures to the major commands and headquarters offices concerned.
- 1955 – 1956 – Supervisory General Engineer, Chief of Ordnance, Department of the Army – Responsible for the accomplishment of the section mission and providing staff supervision over repairs and utilities activities at ordnance field installations.
- 1952 – 1955 – Supervisory Construction Management Engineer, Headquarters, Technical Training, Department of the Air Force, Gulfport, Mississippi – Responsible for administration and technical supervision of operations, maintenance, rehabilitation, additions, expansions and new construction of roads, walks, grounds and landscaping, railroads, etc.
- June 1952 – December 1952 – Construction Management Engineer, Tullahoma District Corps of Engineers, Department of the Army, Tullahoma, Tennessee - In charge of Construction Management and Propulsion Wind Tunnel in the District Engineer's Office
- 1951 to 1952 – Chief, Engineering and Design Branch, 1st Lt. C.E., Camp McCoy, Wisconsin – Responsible for planning, estimating and constructing buildings and structures, either initial erection or rehabilitation of commercial, industrial, residential or public use.
- 1950 – 1951 – Engineer Troop Commander, 2nd Lt. C.E., Camp McCoy, Wisconsin – Responsible for the training of troops. Directed construction projects set up by Post Engineer. Maintained contact with Post Engineer for material needed for assigned projects.

1949 – 1950 – Civil Engineer, P 1, Department of Agriculture, Winona, Mississippi –
Responsible for design, plans and specifications for secondary drainage channels. Chief of
survey party engaged in taking cross sections and profiles of drainage areas to determine
location of proposed drainage canals.

Awards

Silver Order of the de Fleury Medal
Legion of Merit
Special Achievement Award
Exceptional Civilian Service Award
Award for Outstanding Service in the Army Senior Executive Service
DoD Distinguished Civilian Service Award
Meritorious Executive SES Award (Presidential Rank)
Distinguished Executive SES Award (Presidential Rank)

Selected

**PLANNING COMMISSION
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the Planning Commission. Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second and fourth Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** Appointees will also be required to attend various Planning Commission Training classes and meetings prior to the beginning of their term. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Gloria Reid, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m., on Friday, June 24, 2005.** The City will contact you within two weeks of the application closing date.

If you have any questions, please contact Gloria Reid at 487-7657

NAME John McCann

ADDRESS 103 Danbury Yard

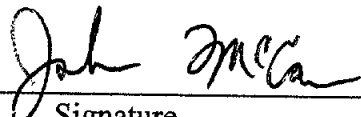
Peachtree City, GA 30269

TELEPHONE (Day Time) 404-305-7356

(Evening) 770-632-9404

(Fax No:) _____

(Email:) mcanix@bellsouth.net

 06/24/2005
Signature Date

How long have you been a resident of Peachtree City?

Since August, 2002

Why are you interested in serving on the Planning Commission?

I think Peachtree City is an ideal place to live and I would like to serve the City and see it remain that way.

What qualifications and experience do you possess that would benefit the Planning Commission?

I can identify issues that would affect the quality of life.
I am very familiar with homebuilding, zoning, and building codes.

List major jobs you have held during your working career to include name of company and position.

Federal Aviation Administration - Aviation safety Inspector
US Airways – Manager of Aircraft Maintenance
(Started with Piedmont Airlines as an Aircraft Mechanic)

Do you have any past experience relating to City planning? If so, describe.

No.

Have you attended any Planning Commission meetings in the past year and, if so, how many?

No, but I plan on attending the one on 7/11.

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

Not to my knowledge.

Describe your current community involvement.

I do volunteer work at the Braelinn Community Center which is associated with Braelinn Church.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Assistant City Manager 

FROM: City Clerk 

DATE: July 28, 2005

SUBJECT: Alcohol License – NEW – Right on Thyme Courtside Grill
& Catering
August 4, 2005, Regular Meeting

Recommendation.

Staff recommends Council consider the attached application for new alcoholic beverage license.

Discussion:

Right on Thyme Courtside Grill & Catering, 10 Planterra Way, has submitted an application for a new alcoholic beverage license. Ms. Gail Downing has requested she be appointed as the Licensee and as the License Representative. Ms. Downing will attend the meeting on Thursday, August 4th, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for a pouring license for beer and wine of \$1,200

JSM:pd

Attachments



CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

Application For Alcoholic Beverage License

Business Name: <i>Right On Thyme Countryside Grill & Catering</i>		Business Location: <i>10 Planters Way</i>		PTC, GA 30269	
Nature of Business:		Mailing Address:		Business Phone Number: <i>7-716-8400</i>	
Name of Licensee: <i>Gail Downing</i>		Home Address: <i>523 N. Cedar Ct Riverdale</i>		Home Phone Number: <i>7-471-8459</i>	
Name of License Representative: <i>Gail Downing</i>		Home Address: <i>SAME 30274</i>		Home Phone Number: <i>same</i>	

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒	Malt Beverage	☐	Malt Beverage	☐	Malt Beverage
☒	Wine	☐	Wine	☐	Wine
☐	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
<i>same as above</i>		
<i>Right On Thyme, Inc.</i>		
<i>GAIL Downing</i>	<i>523 N Cedar Ct Riverdale, GA 30274</i>	<i>7-471-8459</i>
<i>GAYLA Foster-Whitestone</i>	<i>400 Oak Street. Fayetteville 30214</i>	<i>678-817-0251</i>

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES NO

If YES, Please Provide Name of Employee: _____

State of Georgia

City of Peachtree City

I, James V Murray, Chief of Police for the City of Peachtree City, do hereby certify that:

Gail Downing

Name

523 North Cedar Court

Riverdale, GA 30274

Address

Has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.

RM Risher, Mayor
Witness

James V. Murray
Signature
July 27, 2005
Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Planner/ Zoning Administrator *David*

VIA: City Manager *[Signature]*
Developmental Services Director *CWS*

DATE: July 18, 2005

SUBJECT: Approval of signage for 4 Nights in October music festival
August 4, 2005 City Council agenda

Recommendation.

Staff recommends that Council authorize Mr. John Paone to install directional signage within the City and GA DOT right-of-way for the upcoming 4 Nights in October music festival.

Discussion

Mr. John Paone has requested that his organization be permitted to install directional signage within the City and GA DOT right-of-way to assist with traffic control for the upcoming music festival at the Frederick Brown Amphitheatre. Section 66-18 of the Sign Ordinance authorizes Council to approve signage within the public right-of-way (Attachment "A").

Information and directional signage would be limited to the following locations:

*Peachtree Parkway and McIntosh Trail
Peachtree Parkway and Crosstown Drive
Peachtree Parkway and Robinson Road
GA 74 and Kelly Drive
GA 54 and Peachtree Parkway
Both entrances to amphitheatre on McIntosh Trail*

All signs would be 18" x 24" and would be similar in color and design.

Budget impact:

There are no budget impacts associated with this item.

Attachment

Peachtree City
Special Event or Temporary Use Sign Permit Application
Recreation Department

This is an application for a permit to install a temporary sign/s at the following location/s:

Corner of P-Tree Pkwy & McIntosh both Sides
Corner of Crosstown & P-Tree Pkwy both Sides.
Corner of Robinson & P-Tree Pkwy both Sides.
Corner of Hwy 74 & Kelly Dr. Both Sides.
Both entrances to Amphitheater on McIntosh Trail Both Sides
Type of sign proposed (wall, free-standing, banner, etc.): Corner of Hwy 54 & P-Tree Parkway
Size not to exceed: sign-6 sq. feet, banner-35 sq. feet Both Sides
Free Standing approximately 14" by 36"

PLEASE DRAW A REPLICA OF YOUR SIGN OR BANNER ON THE OPPOSITE SIDE OF THIS PAGE. PLEASE INCLUDE ALL WRITING INCLUDED ON THE SIGN OR BANNER.

Event Name: 4 Nights In October

Name of Applicant: John A. Paone

Address of Applicant: 1006 Sterling Point PTL GA. 30069

Phone #: 770-294-6237 Date: 1 Mar 05

City Co-sponsored: yes ☐ no ☐

Name of Department Representative: _____

I agree to comply with all city sign ordinance requirements J. A. Paone 1 Mar 05
signed dated

This application has been reviewed and approved with the following comments and conditions:

This application has been reviewed and denied for the following reasons:

Section 66-18. Signs permitted within the public right-of-way

- (a) *Signs permitted* Signs permitted within the public right-of-way shall be placed a minimum of five (5) feet from the back of curb, edge of pavement, sidewalk, multi-use path or sidewalk, if present. No signs shall be allowed in the public right-of-way, except for the following:
- (1) *Public signs.* Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic;
 - (2) *Informational signs.* Informational signs of public utility regarding its poles, lines, pipes, or facilities; and
 - (3) *Emergency signs.* Emergency warning signs erected by a governmental agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way
- (b) *Forfeiture of signs.* Any sign installed or placed on public property, except in conformance with the requirements of this section, shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing or maintaining such a sign the full costs of removal and disposal of such sign

Section 66-19 Special events permits.

- (a) In addition to signs otherwise permitted in this Chapter, properties in commercial, office and industrial districts wishing to erect special event signs and devices including portable signs and spectacular signs and devices, may do so only by obtaining a permit under the following conditions and requirements:
- (1) *Application* Prior to display of a special event sign, an application for a permit shall be filed with the City Planner. One permit shall be issued to cover all signs and devices during the period of permit coverage. Handling of permit requests shall conform to Section 66-7. All signs and devices to be covered by the permit shall be specifically described as to their construction and/or composition and location on the business premises
 - (2) *Size* The maximum size allowed for the total of all window signs to be displayed under the permit shall be twenty-four (24) square feet. The maximum size allowed for the total of all special signs, including window signs, shall be seventy two (72) square feet.
 - (3) *Number of permits.* The maximum number of special event permits to be issued to a single premises in a business, office or industrial district shall be four (4) per year for a period of time not to exceed seven (7) days for each permit issued. No more than one special

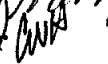
event permit shall be issued per calendar quarter per business premises.

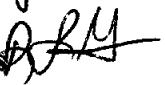
- (4) In considering an application for a special event signs, the City Planner shall only consider the size of signs and number of permits issued, and shall not consider the content of the signs.
- (b) Except as modified by this Section all special event signs or devices must comply with all other applicable regulations and conditions set forth in this ordinance governing their usage

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager 
Finance Director 
Assistant Finance Director 

FROM: Director of Leisure Services 

DATE: July 28, 2005

SUBJECT Consider Change Order #8, Library Construction Contract,
Add Pavers and a Concrete Sidewalk to Project
For Aug. 4, 2005 Council Meeting

Recommendation: That Council approves Change Order Number 8 to the Library Construction/Renovation Contract in an amount of \$15,674 for owner requested changes as detailed below. This request is being forwarded to City Council in accordance with terms of the construction agreement, which calls for all change orders to come before City Council for consideration and approval. Attached is a validation for this CO from Leo Daly Senior Construction Administrator Jim Porter.

Discussion. This change order establishes the final configuration for the front plaza area of the Library/City Hall plaza area. The City/Architect/Contractor team determined early in the project that this final configuration would best be left until towards the end of the project in order to account for unforeseen sight conditions that would affect it. This final configuration places more pavers in the front of the library, replacing an area that had originally been designed for grass. The original pavers taken out during demolition are being re-used to complete the entire front plaza area. In addition, the CO adds a 10-foot span of sidewalk that will create a natural patron drop off point that will lead directly to the front door, bordered by the brick pavers.

Budget Impact: The contingency balance for this project is currently \$88,344. Approval of change order #8 will leave the contingency at \$72,670.

Attachment

LEO A DALY

July 27, 2005

Mr. Randy L. Gaddo, Director of Leisure Services
CITY OF PEACHTREE CITY
191 McIntosh Trail
Peachtree City, Georgia 30269

PLANNING

ARCHITECTURE

ENGINEERING

INTERIORS



EST 1915

ATLANTA

AUSTIN

DALLAS

FORT WORTH

HONG KONG

HONOLULU

HOUSTON

LAS VEGAS

LOS ANGELES

MIAMI

MINNEAPOLIS

OMAHA

PHOENIX

SAN ANTONIO

WACO

WASHINGTON, DC

RE: Peachtree City Library – Change Order Number 8

Dear Randy,

Leo A. Daly is in receipt of the final revised contractors proposed change order number 008 for the above referenced project.

We have reviewed all of the related documents of this proposed change order with our in-house architecture and engineering staff. These reviews included several on-site meetings with the contractor, and with the City of Peachtree City.

The specific items covered by the change order are as follows.

1. Revise brick paver layouts at the main library entry and plaza area. This change was made necessary by the changes in landscaping design by the City of Peachtree City.
2. Adding a concrete sidewalk at the main entry. This change provides an easier access the physically challenged persons from the main parking areas.

The total add for this change order is \$15,674.00. We find all items to be correct and therefore recommend acceptance of this change order Number 8 by the City of Peachtree City.

If any questions, please contact me.

Sincerely,

James E. Porter, Associate AIA
Senior Construction Administrator

Cc: Ron Hughes, Leslie Contracting, Inc.

205 JEFF DAVIS PLACE, FAYETTEVILLE, GA 30214
PHONE: (770) 460-7400, FAX: (770) 460-0478

WWW.LESLIECONTRACTING.COM

Monday July 18, 2005

Mr Jim Porter
Leo A Daly Company
1170 Peachtree Street NE, Suite 1600
Atlanta, GA 30309-3602



RE. Potential Change Order # 015

Additions & Renovations Peachtree City Library- 04-619

Dear Mr Porter

This letter is to provide official notification of a potential project change as follows:

PCO Number: 015
Date: 18-Jul-05
Description: Changes to Hardscape
Proposed Amt: \$15,674.00
Days Requested: 0
Reference:
Notes: Increase paver area and add sidewalk with diagonal joints

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Add Pavers 3160 sf @ \$3.75	\$11,850.00	
002	Add concrete sidewalk w/diag joints 780sf @ \$3.50	\$2,730.00	
003	GC FEE @ &7.5%	\$1,094.00	

Total:\$15,674.00

If you have any questions, please contact the undersigned at 770-560-6766 as soon as possible.

Respectfully

A handwritten signature in black ink, appearing to read "R. Hughes", is written over the printed name "Ron Hughes".
Ron Hughes

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *[Signature]*
Development Services Director *[Signature]*
Financial Services Director *[Signature]* P.S.

FROM: Planning Assistant *[Signature]*

DATE: July 29, 2005 *[Signature]*

SUBJECT: Approval of Project Management Agreement & Authorizing Resolution
August 4, 2005 City Council Agenda

Recommendation

Staff recommends that Council authorize the mayor to sign the Project Management Agreement and Authorizing Resolution for the GA 54 West multi-use CSX Bridge.

Discussion

This project is one of the vital components of the overall West Village multi-use path system, which will connect existing and proposed residential, retail, commercial, and recreational developments. At the present time there is no convenient access across the existing rail line, and this bridge will provide a safe and effective method of alternate transportation between a variety of land uses.

City Staff requested and received funding through the Transportation Enhancement program to assist in the design and construction of the proposed bridge. In order to begin the planning and design process, we are required to enter into a Project Management Agreement with GA DOT. The agreement is attached along with the Authorizing Resolution. Also included is the official opinion of counsel.

Budget Impact

The total cost for the Ga 54 West multi-use CSX Bridge is estimated to be \$496,000. The City has been awarded \$200,000 in federal funds. The remaining amount is in the city's budget.

Attachment

DAVIS & MEEKER, L.L.C.

ATTORNEYS AT LAW

6631 WATSON STREET

UNION CITY, GEORGIA 30291

(770) 964-0228

FAX (770) 964-9730

THEODORE P. MEEKER, III

E-MAIL: tmecker@fairburn.com

July 29, 2005

Georgia Department of Transportation
Office of Planning
No 2 Capitol Square, SW
Atlanta, Georgia 30334

**Re: Transportation Enhancement Project STP-0002-00(305)
P.I. No. 0002305
West Village Multi-Use Bridge, Fayette County
Contracts for Transportation Enhancement Activity Funds**

Dear Sir or Madam:

This communication serves as the official opinion of counsel regarding the above-referenced project pursuant to the requirements of the Transportation Equity Act for the 31st Century (TEA-21), P.L. 105-178 (1998). The City of Peachtree City, Georgia (hereinafter referred to as "Peachtree City") has been approved for funding under TEA-21 and that the Federal Highway Administration ("FHWA") has concurred in said approval. As such, I certify that Peachtree City is authorized to plan, construct and implement Transportation Enhancement Activity projects for the following reasons.

1. Peachtree City is authorized under Section 32-4-92 et seq. of the Official Code of Georgia Annotated, and Sections 1.1 and 6.3 of the Charter of the City of Peachtree City to plan, construct, implement and maintain Transportation Enhancement Activity projects. This assistance may be provided directly by Peachtree City or by agreements with other parties.
2. Peachtree City is authorized under a motion unanimously approved by the City Council at its regularly scheduled meeting of September 6, 2001 to provide for its share of project funds for the Transportation Enhancement Activity project. Funds for this project were approved in connection with the approval of Peachtree City's FY 2002 Budget.

Georgia Department of Transportation
July 29, 2005
Page Two

I have reviewed the pertinent Federal, State and local laws and I am of the opinion that there is no legal impediment to Peachtree City contracting for Transportation Enhancement Activity funds. Furthermore, as a result of my examination, I find that there is no pending or threatened litigation or other action which might in any way adversely affect the proposed project in the program, or the ability of Peachtree City to carry out such project or to perform its duties under the contract.

Sincerely,

Theodore P Meeker, III
City Attorney, City of Peachtree City

TPM/bf

AGREEMENT
for
TRANSPORTATION ENHANCEMENT ACTIVITIES
between
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
and the
CITY OF PEACHTREE CITY

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the City of Peachtree City, hereinafter referred to as the "SPONSOR"

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Transportation Enhancement Activity which consists of: **Project STP-0002-00 (305), P.I. No. 0002305, Fayette County**, hereinafter referred to as the "PROJECT", and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Transportation Enhancement Activities for Georgia pursuant to provisions of Title 23, Chapter 2, Subchapter 1, Section 133, and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to financially participate with the SPONSOR in the implementation of the PROJECT, and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.

NOW, THEREFORE, the DEPARTMENT and the SPONSOR, both governmental entities of the State of Georgia, pursuant to Article IX, Section III, Paragraph I(a) of the Georgia Constitution of 1983, and in consideration of the mutual promises and covenant contained herein, do hereby agree as follows:

ARTICLE I SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be: **the construction of the West Village Multi-Use Bridge**, as set forth in Exhibit A, WORK PLAN, which is attached hereto and incorporated as if fully set out herein. The scope of work is further defined by the PROJECT design and construction plans ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT's "Standard Specifications for the Construction of Transportation Systems", 2001 Edition; ***"Supplemental Specifications Book", current edition***; AASHTO standards for bicycle facilities, FHWA guidelines for pedestrian facilities, compliance with the Americans with Disabilities Act of 1990; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation", compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966, compliance with the Archaeology and Historic Preservation Act of 1974, compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991, compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et seq. and other standards and guidelines as may be applicable to the PROJECT.

Upon the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of Way acquisition shall be in accordance with Public Law 91-646, the Uniform Relocation Assistance and Real Properties Policies Act of 1970, as amended, and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the

DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered. The SPONSOR shall be responsible for certifying the Right of Way. The SPONSOR further acknowledges that no acquisition of rights of way shall proceed until all applicable archaeological, environmental and historical preservation clearances have been approved.

The SPONSOR shall ensure that all contracts as well as any subcontracts for implementation of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated, the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5, and the DEPARTMENT's "Standard Specifications", 2001 Edition; ***"Supplemental Specifications Book", current edition;*** and any Supplemental Specifications and Special Provisions as applicable for the PROJECT

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction.

ARTICLE II TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the PROJECT no later than **12-31-06**. **No work on any phase shall begin without a written notice to proceed from the DEPARTMENT**

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE III CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Should the work under the Agreement include Federal monies for purchase of real property, the Federal interest, and therefore the DEPARTMENT's contingent interest, shall be perpetual and recorded as described below. Based on the scope of work, as set forth in Exhibit A, WORK PLAN AND APPLICABLE PHASE, the DEPARTMENT has determined the economic life of the PROJECT to be **Twenty (20)** years from the date of PROJECT Final Acceptance.

Upon any sale or disposition of the PROJECT or the filing of an application for abandonment of the PROJECT under United States Code (U.S.C.) Title 49 Chapter 109 of all or any part of the PROJECT, the SPONSOR shall repay immediately in full to the DEPARTMENT an amount equal to the Federal Share of the funds involved in the improvement or rehabilitation of such part, segment or entirety of the PROJECT under this Agreement, said Federal Share to be determined in accordance with the DEPARTMENT's determination of the fair market value of the PROJECT at the time of disposition.

The term "any sale or disposition" as used in this Article shall mean any sale, abandonment, or disposition (1) for use not consistent with the purposes for which the Federal Share was originally granted pursuant to the Agreement, or (2) for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the owner with respect to the owner's obligation thereunder as if the transferee had been the original owner thereof.

Upon completion of the PROJECT, the SPONSOR shall record in the appropriate land records, if applicable, in a form mutually agreeable to the parties hereto, a notice reciting that the property was improved with Federal assistance under this Agreement and that its use and disposition are subject to the terms of this Agreement. Verification of compliance with this paragraph shall be provided to the DEPARTMENT

ARTICLE IV COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of all Federal, State and local laws. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE V EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE VI REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and any amendments thereto, including but not limited to, all reports, drawing, studies, specifications, estimates, maps and computations prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT with regard to the use of the property and submit to the DEPARTMENT upon request, such information as is required in order to ensure compliance with this ARTICLE.

ARTICLE VII RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall require that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VIII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6, and not prohibited by the Laws of the State of Georgia.

It is understood that the PROJECT is being developed under the guidance of the Innovative Financing Procedures as agreed to by the SPONSOR and as set forth in the executed Memorandum of Understanding on file with the DEPARTMENT. The Innovative Financing Procedures allow the SPONSOR to initiate Preliminary Engineering and Right of Way acquisition and apply allowable expenditures for these Phases toward the required Twenty Percent (20%) Local Match.

The estimated cost of the project is **Two Hundred Fifty Thousand** and No/100 Dollars (**\$250,000.00**). The DEPARTMENT shall be responsible for eighty percent (80%) of the total cost of the project not to exceed the federal contribution. The SPONSOR shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

	<u>Federal</u>	<u>Local</u>	<u>Total</u>
Construction	\$200,000	\$50,000	\$250,000

The total federal contribution for this PROJECT is **Two Hundred Thousand** and No/100 Dollars (**\$200,000.00**) and is the maximum amount of the DEPARTMENT's obligation. The SPONSOR shall be solely responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation.

Prior to award of the project the SPONSOR shall submit to the DEPARTMENT a bid tabulation, the low bidders DBE goal sheet and their recommendation for awarding the project. The DEPARTMENT will review the information and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued.

The SPONSOR shall coordinate right of way activities with the DEPARTMENT's District Right of Way Engineer and construction activities with the DEPARTMENT's Area Engineer. In the event the SPONSOR, Right of Way Engineer, or Area Engineer recommend changes representing a fundamental departure from the PROJECT's approved Work Plan, the changes shall be reviewed by the DEPARTMENT's Project Manager. If the changes are approved, the DEPARTMENT's Project Manager shall prepare a supplemental agreement to amend the Agreement's Work Plan.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress including: monthly accomplishments; further work to be done and any problems encountered.

or anticipated. Payment shall be made monthly on the basis of calendar months, in proportion to the percentage of work completed for each phase of work and after approval of a certified voucher from the SPONSOR. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last day of that month. The vouchers shall be numbered consecutively and submitted each month until work on the PROJECT is completed.

Payment shall be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR and shall be the basis for final payment. The final invoice shall include all eligible cost incurred by the SPONSOR for Preliminary Engineering, Right of Way, and Construction. Final payment will be made at eighty (80) percent of the final invoice amount not to exceed the total federal contribution.

Expense for travel will be an allowable expense for the SPONSOR under this Agreement; however, travel will be limited to charges that are directly attributable to the project. In addition, no travel expenses will be allowed for out of state travel.

Should the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, terminate the work under this agreement, the SPONSOR shall be paid for the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE IX FINAL PAYMENT

IT IS FURTHER AGREED that upon completion and acceptance of the work by the SPONSOR, the SPONSOR shall submit to the DEPARTMENT *the "Sponsor's Certification of Right of Way Acquisition form, and/or "Sponsor's Certification of Final Acceptance" form*, and the final invoice. The DEPARTMENT shall process the final invoice report initiating the DEPARTMENT's project close-out procedures. Whereupon the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in ARTICLE VIII, herein, and consistent with all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with the same.

The SPONSOR shall allow the examination and verification of costs by the DEPARTMENT's representatives, in accordance with the provisions of Article XII, herein. If the DEPARTMENT's examination of the contract cost records, as provided for in Article XII, results in

unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE X RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article III of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT

ARTICLE XI SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party

ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT, inclusive of a job cost or project cost report, and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under this Agreement, for inspection by the DEPARTMENT, and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee or transferee.

ARTICLE XIII SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT any proposed subcontract documents together with subcontractor cost estimates for review and written concurrence of the DEPARTMENT in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

ARTICLE XIV TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for any reason, with or without cause upon thirty (30) days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment for services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set out for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the DEPARTMENT upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT

IT IS FURTHER AGREED that all releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form.

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia or the Federal Highway Administration. This publication does not constitute a standard, specification or regulation."

IT IS FURTHER AGREED that if any information concerning the PROJECT, its conduct, results or data gathered or processed should be released by the SPONSOR without prior approval from the DEPARTMENT, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SPONSOR, but should any such information be released by the DEPARTMENT, or by the SPONSOR with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A., the restrictions and penalties set forth herein shall not apply. Any request for information directed to the SPONSOR, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the SPONSOR in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the SPONSOR agrees to consult with the DEPARTMENT prior to releasing the requested documents.

ARTICLE XVII COPYRIGHTING

The SPONSOR shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which are a part of the work under this Agreement, without written approval from the DEPARTMENT. The DEPARTMENT reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, use and authorize others to use, the work prepared under this Agreement.

ARTICLE XVIII CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XIX INSURANCE

Prior to beginning work, the SPONSOR shall obtain and where applicable cause its contractors and subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- (1) Workman's Compensation Insurance in accordance with the laws of the State of Georgia.
- (2) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000 00) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000 00) on account of any one occurrence.
- (3) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000.00) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000 00)
- (4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT

ARTICLE XX COMPLIANCE WITH APPLICABLE LAW

A. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENT, AND FEDERAL AUDIT REQUIREMENTS" as stated in Attachment A of this Agreement and will comply in full with said provisions.

B IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" as stated in Attachment B of this Agreement and will comply in full with said provisions.

C. IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the provisions of the "Sponsor Certification Regarding Debarment, Suspension and Other Responsibility Matters" as stated in Attachment C of this Agreement and will comply in full with said provisions.

D IT IS FURTHER CERTIFIED that the SPONSOR has read and understands the regulations for "COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964," as amended, and 23 CFR 200 et.seq. as stated in Attachment D of this Agreement and will comply in with said provisions.

E. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

F The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV

G IT IS FURTHER AGREED that the SPONSOR shall use its best efforts to subcontract a minimum of Zero percent (0%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR 26 et.seq The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT, for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor

H. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C 12101 et.seq and 49 U.S.C. 322, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791, and regulations and amendments thereto

I. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except for projects located on roadways classified as local roads or rural minor collector, which are exempt.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

RECOMMENDED·

CITY OF PEACHTREE CITY

State Transportation Planning
Administrator

BY _____ (SEAL)

Name
Title

Director, Transportation Planning,
Data, and Intermodal Development

Signed, sealed and delivered
this ____ day of _____, 2005,
in the presence of:

Chief Engineer

NOTARY PUBLIC

DEPARTMENT OF TRANSPORTATION

This Agreement approved on the ____ day
of _____, 2005

BY _____
Commissioner

CITY/COUNTY CLERK (or as appropriate)

ATTEST

Treasurer

FEIN _____

REVIEWED AS TO LEGAL FORM.

Office of Legal Services

AUTHORIZING RESOLUTION

Resolution authorizing City of Peachtree City (hereinafter referred to as "SPONSOR") and the Georgia Department of Transportation (hereinafter referred to as "DEPARTMENT") to contract for funding under the Transportation Equity Act for the 21st Century (hereinafter referred to as "TEA-21").

WHEREAS, the Secretary of the United States Department of Transportation (hereinafter referred to as "US DOT") and the Commissioner of the DEPARTMENT are authorized to contract for Transportation Enhancement Projects; and

WHEREAS, the contract for financial assistance imposes certain duties upon SPONSOR including but not limited to the provision of its local share of the project costs, and

WHEREAS, SPONSOR guarantees that it will comply with Title VI of the Civil Rights Act of 1964, all other pertinent directives and all US DOT requirements; and

WHEREAS, to complete the project, SPONSOR will use Disadvantaged Business Enterprises to the fullest extent possible and will implement and administer procedures to ensure that minority businesses are competitive for contracts and purchase orders when procuring services including but not limited to construction contracts, supplies, equipment contracts or consultant contracts.

NOW, THEREFORE, BE IT RESOLVED BY SPONSOR THAT

- 1 The Mayor is authorized to execute the contract on behalf of the City of Peachtree City with the DEPARTMENT for aid in financing construction, and all other activities incidental thereto, of Transportation Enhancement Activity pursuant to Public Law 105-178 (1998); and all other provisions as set forth in the contract with the DEPARTMENT
2. The Mayor is authorized to execute and file an assurance or any other document required by the USDOT and the DEPARTMENT certifying compliance with Title VI of the Civil Rights Act of 1964
- 3 The Mayor is authorized to furnish any and all additional information that may be required by US DOT or the DEPARTMENT in connection with the application for the Transportation Enhancement Activity project and budget.
- 4 The Mayor is authorized to set forth and execute affirmative disadvantaged business policies in connection with the *participation goal established by the Georgia Department of Transportation.*

CERTIFICATION

The undersigned duly qualified and acting as _____ of the City of Peachtree City certifies the following:

The City of Peachtree City has contributed to date the sum of \$_____ towards preliminary engineering for this project.

The City of Peachtree City has identified sufficient resources to complete the Scope of Work for this project and make all payments not covered by the federal Transportation Enhancement Activity funding contribution.

The foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the _____ held on _____ 20__

Signature of Recording Officer

Title of Recording Officer

Date

insert

AUTHORIZING RESOLUTION

here

(see following example)

FOR EXAMPLE ONLY

AUTHORIZING RESOLUTION

Resolution authorizing <SPONSOR> (hereinafter referred to as "SPONSOR") and the Georgia Department of Transportation (hereinafter referred to as "DEPARTMENT") to contract for funding under the Transportation Equity Act for the 21st Century (hereinafter referred to as "TEA-21").

WHEREAS, the Secretary of the United States Department of Transportation (hereinafter referred to as "US DOT") and the Commissioner of the DEPARTMENT are authorized to contract for Transportation Enhancement Projects; and

WHEREAS, the contract for financial assistance imposes certain duties upon SPONSOR including but not limited to the provision of its local share of the project costs; and

WHEREAS, SPONSOR guarantees that it will comply with Title VI of the Civil Rights Act of 1964, all other pertinent directives and all US DOT requirements; and

WHEREAS, to complete the project, SPONSOR will use Disadvantaged Business Enterprises to the fullest extent possible and will implement and administer procedures to ensure that minority businesses are competitive for contracts and purchase orders when procuring services including but not limited to construction contracts, supplies, equipment contracts or consultant contracts.

NOW, THEREFORE, BE IT RESOLVED BY SPONSOR THAT

1. _____ is authorized to execute the contract on behalf of _____ with the DEPARTMENT for aid in financing construction, and all other activities incidental thereto, of Transportation Enhancement Activity pursuant to Public Law 105-178 (1998); and all other provisions as set forth in the contract with the DEPARTMENT
2. _____ is authorized to execute and file an assurance or any other document required by the US DOT and the DEPARTMENT certifying compliance with Title VI of the Civil Rights Act of 1964
3. _____ is authorized to furnish any and all additional information that may be required by US DOT or the DEPARTMENT in connection with the application for the Transportation Enhancement Activity project and budget.

4 That _____ is authorized to set forth and execute affirmative disadvantaged business policies in connection with the *participation goal established by the Georgia Department of Transportation*.

CERTIFICATION

The undersigned duly qualified and acting as _____ of the <SPONSOR> certifies the following:

The <SPONSOR> has contributed to date the sum of \$_____ towards preliminary engineering for this project.

The <SPONSOR> has identified sufficient resources to complete the Scope of Work for this project and make all payments not covered by the federal Transportation Enhancement Activity funding contribution.

The foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the _____ held on _____ 20____

<<IMPRESS OFFICIAL SEAL HERE>>

Signature of Recording Officer

Title of Recording Officer

Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *[Signature]*
Developmental Services Director *[Signature]*
Finance Director *PS*
Purchasing Agent *[Signature]*

FROM: City Engineer *[Signature]*

DATE: July 27, 2005

SUBJECT: Dividend Drive Culvert Replacement Project
August 4th City Council Meeting

Recommendation:

To approve the lowest responsive bid and award the contract to Ronny D Jones Enterprises.

Discussion:

This culvert (at 316 Dividend Drive) was identified for replacement on the Stormwater CIP previously due to the poor condition of the culvert. Design for the replacement was authorized back in March of this year and was completed and put out to bid in July of this year

The road shoulder failed during the recent tropical storm and has undermined part of the roadway. Now is the perfect time to award this contract and get the pipe replaced.

Budget Impact:

The lowest responsive bid is \$80,850 and was tendered by Ronny D Jones Enterprises. \$50,000 will come from the PIP budget for this project, and \$30,850 will need to come from PIP contingency, leaving a balance of \$54,913 in PIP contingency

Attachment

cc: City Engineers File
Jennis Rice (w/copy of approved memo for PO)
Gloria Reed (w/archival cover sheet)

CITY OF PEACREE CITY BID TABULATION SHEET

BID TITLE. *Dividend Drive Culvert*

DATE. 7/26/05

BIDS OPENED BY

WITNESSED BY

Janet Camberra
Charlotte Burns

BUDGET

TIME COMPLETED:

3:08 p.m.

[illegible]

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA. City Manager 
Assistant City Manager 

FROM: Administrative Services Director / City Clerk 

DATE. July 28, 2005

SUBJECT Consider Golf Cart Decal Replacement Program
August 4, 2005, City Council Meeting

Recommendation.

Consider approval of a golf cart decal replacement program to ensure more accurate information on golf cart ownership. Should Council wish to pursue the program, Staff recommends Council take the following actions:

1. Approve the proposed process and time line
2. Seek State Legislation modifications via the Fayette Delegation to clarify state law regarding future periodic decal renewals.

Discussion.

Councilmember Rutherford requested that staff review the current process for golf cart registration and investigate the possibility of an annual or periodic reissuance of decals. The primary objective would be to obtain an accurate database of golf cart ownership for the Peachtree City Police Department. Enforcement of the golf cart regulations and investigation of reported thefts has been complicated by outdated information in the current database, which relies on residents informing the City of relocations within and out of the city, loss of decals, and sale or donation of carts. There are currently nearly 12,000 registered carts in the City. However, we estimate that the actual number of carts falls between 8,000 and 9,000.

The City Attorney has indicated that State Law currently allows municipalities to require the registration and licensing of golf carts, with the maximum fee of \$15 to recoup the costs of the regulatory process, and mandates that decals stay with a golf cart for the life of the cart. There are some ambiguities regarding the possibility of periodic renewals under the statute. Staff and

the City Attorney feel that this process should be implemented every five years to minimize the costs to our citizens while ensuring reasonable accuracy of the registration database.

The City currently charges a one-time fee of \$10 for a decal, and a \$5 fee for transferring ownership of the cart. Out-of-city residents pay \$60 per year. While registration and payment occurs at City Hall, the Peachtree City Police Department maintains the database of cart registration. City Hall personnel also provide the annual billing of out-of-city registrations.

Staff is proposing a nine-month billing and decal replacement process that would be implemented by the Administrative Services Division. Spreading the golf cart registration billing from January through September, with payments received monthly from February to October, would minimize the impact on existing staff. Assistance from the Police Department in monitoring the decal replacement deadlines to ensure compliance with the schedule will eliminate the need for additional personnel to implement the program and make it cost-neutral. Support from the City IT Department will provide a viable database for billing and tracking the new decal numbers in a more effective manner

Details of the billing schedule, projected revenues for a minimum of 8,000 carts (staff's low end projection for actual number of carts), and the projected costs for the mail out of notices for the 12,000 addresses and cart numbers we currently have on file are attached.

Staff proposes the following time line:

- **August 2005** – include revenue and expenditures for the Decal Replacement Program in the FY 2006 Budget.
- **September 2005** – modify Golf Cart Ordinance to reflect the decal replacement program fees and timelines.
- **January 2006** – Begin billing cycle for Golf Cart Decal Replacement Program.
- **Spring 2006** – Request modifications to state law via the Fayette County Legislation Delegation.
- **January 2011, 2016, etc.** – Begin billing cycle for future replacements.

Budget Impact:

This item would essentially be cost and revenue neutral, requiring the budgeting of an estimated \$95,700 in direct expenditures for the FY2006 budget. That amount would be offset by the estimated \$120,000 in revenue from the registration process, which covers the total actual costs of the program.

Golf Cart Decal Replacement Program

BILLING SCHEDULE:

Mail Notice Month	Payment Due Date	Renewal Decal # series	Max Number of decals/ payments
January	February	Businesses	1,000
February	March	1 through 3000	3,000
March	April	3001 through 5000	2,000
April	May	5001 through 7000	2,000
May	June	7001 through 8000	1,000
June	July	8001 through 9000	1,000
July	August	9001 through 10,000	1,000
August	September	10,001 through 11,000	1,000
September	October	11,001 through 12,000	1,000
Total			13,000

PROJECTED REVENUE:

Minimum # of Registrations	Sales Price per decal	Total
8,000	\$15	\$120,000

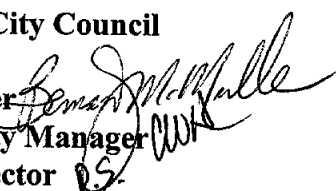
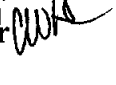
PROJECTED COSTS:

Item	Hours/units	Unit Cost	Total
Decals	15,000	\$4 00	\$60,000
Storage Locker	1	\$1,800	\$1,800
IT Database Development	60	\$30	\$1,800
IT Support	100	\$30	\$3,000
Notice Printing	12,000	\$0.25	\$3,000
Notice Envelopes	12,000	\$0.06	\$720
Postage (notices)	12,000	\$0.39	\$4,680
Staff time - notice mailings	100	\$20	\$2,000
Staff Time - payments receipting	300	\$20	\$6,000
Online Payments / Registration	12,000	\$0.75	\$9,000
Data entry	500	\$20	\$10,000
Computer	1	\$1,500	\$1,500
Receipt Printer	1	\$500	\$500
Startup Contingency	1	\$10,000	\$10,000
Postage (decal mail out)	6,000	\$0.60	\$3,600
Larger Envelopes (decal mailout)	6,000	\$0.15	\$900
Staff Time (decal mailout)	6,000	\$0.25	\$1,500
TOTAL ESTIMATED COST			\$120,000
Total Budgetary Items			\$95,700

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Assistant City Manager 
Finance Director 

FROM: System Administrator 

DATE: July 29, 2005

SUBJECT: Wireless Access Points at City Facilities
August 4, 2005 City Council Meeting

RECOMMENDATION

Council appropriate \$14,000 from Council Contingency to fund the purchase and installation of outdoor wireless access points at the Peachtree City Tennis Center, Kedron Recreation Complex and Baseball Soccer Complex.

BACKGROUND

Staff has been monitoring emerging technologies to provide employee access to the City's computer network in the field. At present, the City has three small-scale wireless data access points available – one for public access (Peachtree City Library) and two private access points in various City buildings. As there are several departments (including Police, Fire and, most recently, Code Enforcement) that are utilizing mobile computing resources more in the field, staff is beginning to develop strategies to provide secure, high-speed network access to City personnel. Staff research has identified opportunities to use similar technologies to expand public wireless Internet access at the same time.

Staff proposes a pilot project to expand the current small scale wireless “reach” to several other public venues. In summary, the concept project involves the addition of seven wireless access points at three City-owned facilities – the Peachtree City Tennis Center, the Kedron Fieldhouse/Rink Complex and the Baseball Soccer Complex. Each facility would have a “public” wireless presence and a “private” wireless presence, allowing the general public access to the Internet at those facilities while providing City employees access to the City network on a separate, secure channel.

The facilities proposed for the pilot project were chosen for their proximity to existing high-speed Internet access and their traffic volumes for citizen participation, tournaments and athletic

leagues. All three of the facilities are also owned by the City and managed by either the City or the Tourism Association; this factor allows the City and its staff complete control over the levels of service provided.

The public presence of wireless in additional high-traffic areas where citizens may have idle time would allow opportunities for residents and businesses to further enhance the work-home balance, give citizens more access to the growing wealth of information online, and provide opportunities for athletic leagues and tournaments to perform real-time record keeping.

A presentation outlining further benefits to the proposal is attached to this document, and staff is available to answer any questions.

BUDGET IMPACT

As this project is a new concept not budgeted this year under any City funds, it is requested that Council consider funding for this pilot project. If this project is deemed a success, future years' budgets will reflect additions and modifications to the wireless network at competitive costs.

Initial cost estimates are included in the chart below; the total initial investment is estimated at \$13,302. Additional wiring and incidentals should not exceed \$698, which is the rationale for the request of \$14,000. Items will be quoted and purchased following standard City purchasing regulations and will be property of the City of Peachtree City. The City's Information Technology Department would support the operation of the connections.

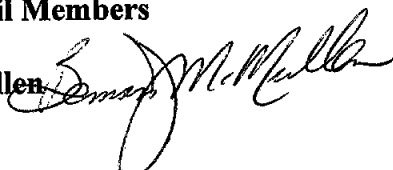
PUBLIC ACCESS			
Item	Unit	Qty	Extended
Hot Spot Gateway	\$619.00	3	\$1,857.00
Wireless Access Point	\$1,099.00	4	\$4,396.00
Range Extender Antenna	\$189.00	8	\$1,512.00
Range Extender Antenna Cable	\$79.00	8	\$632.00
Totals			\$8,397.00

PRIVATE ACCESS (City Staff access)			
Item	Unit	Qty	Extended
Wireless Access Point	\$1,099.00	3	\$3,297.00
Range Extender Antenna	\$189.00	6	\$1,134.00
Range Extender Antenna Cable	\$79.00	6	\$474.00
Totals			\$4,905.00

Attachment – PowerPoint Presentation

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members
FROM: Bernard J. McMullen 
DATE: July 27, 2005
SUBJECT: Discuss Public Safety Commission
August 4, 2005, Council Agenda

Council member Rutherford requested that this item be placed on the August 4, 2005, Council agenda for discussion.

BJM/jsm