

City Council of Peachtree City

Agenda

July 21, 2011

7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Recognize 4th of July Parade Trophy Winners**
 - Swearing in – Officer Stephen Stoyell**
 - Employee of the Month – Robbie Shelton, Fire Department**
 - Recognize Sam Smith – 20 Years of Service**
 - Recognize Scott McCord – 15 Years of Service**
- IV. Citizen Comment**

Any member of the public attending the meeting may comment on any issue or item that is not included on the agenda. Time limit is two (2) minutes.
- V. Agenda Changes**
- VI. Minutes**

June 16, 2011, Regular Meeting Minutes
- VII. Monthly Reports**
- VIII. Consent Agenda**
 - 1. Consider Agreement with Youth Football Association**

Packers program has changed name to Chiefs, new agreement required
 - 2. Consider Budget Adjustments for FY 2011**

Adjustments include grant received for CERT program
 - 3. Consider Reimbursement Resolution – Kedron Bubble**

Resolution allows City to seek reimbursement for expenditures made prior to financing
 - 4. Consider PCAA Water Line Easement**

Request from Airport Authority to locate water line in parcels owned by City
- IX. Old Agenda Items**

06-11-CA1 Discuss and Consider Surplus of Dive Team Equipment
Discuss funding of dive team for FY2012 or to surplus then donate equipment to Henry County
- X. New Agenda Items**
 - 07-11-01 Public Hearing – FY 2011-2012 Budget**

Presentation and public discussion of proposed FY 2011-2012 budget; vote scheduled August 4
 - 07-11-02 Public Hearing – Consider Variance, Rear Building Setback, 643 N. Fairfield Drive**

Applicant desires to construct deck within the rear building setback
 - 07-11-03 Public Hearing – Consider Amendment to Section 908 Accessory Uses – Donation Drop Off Boxes**

Staff is proposing language to regulate the installation of donation drop boxes within the City
 - 07-11-04 Consider Reallocation of SPLOST Funds**

Reallocation of SPLOST funds to eliminate funding allocated for Gateway Bridge design and remaining unallocated SPLOST funds to be moved to street and cart path maintenance
 - 07-11-05 Consider Full Redemption of 2006 Development Authority Revenue Bond**

Using cash reserves to payoff the 2006 DAPC Revenue Bond early due to high interest rate and projected savings
 - 07-11-06 Consider Community Garden Agreement**

Applicant desires to develop and manage a community garden within the Kelly Drive park
 - 07-11-07 Consider Request to Abandon Easement, 108 Nettlecure**

Applicant requests the abandonment of an existing 25-foot easement along their rear property line
 - 07-11-08 Consider Intergovernmental Agreement with FCBOC for E-911**

All municipalities are proposing a modification to the intergovernmental agreement with FCBOC for Countywide E911 Services
 - 07-11-09 Consider Name Brand Purchase of Elgin Street Sweeper**

Staff proposes the purchase of a street sweeper for stormwater maintenance purposes
 - 07-11-10 Consider Amendment to Alcohol License – Change in Distance Requirements**

Change would mirror state statute regarding sale of beer and wine and proximity to schools
- XI. Council/Staff Topics**

Hot Topics Update
- XII. Executive Session**

City Council of Peachtree City
Minutes of Meeting
June 16, 2011

The City Council of Peachtree City met Thursday, June 16, 2011, in the City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:04 p.m. Council Members present: Vanessa Fleisch, Erik Imker, Kim Learnard, and Doug Sturbaum.

Announcements, Awards, Special Recognitions

The graduates of the summer session of the Junior Police Academy were recognized.

Citizen Comment

Jeff White told Council that his home backed up to the cart path. Over the years, there had been incidents, including a broken fence. The loud music blaring from the golf carts was very annoying, and he had been told by the Police Department that nothing could be done unless they could actually catch those playing the music, even after he had given the Police the golf cart number.

Cyndi Plunkett addressed Council concerning Council procedures, specifically the revised agenda that was published 24 hours prior to the meeting. She said two of the items added were significant, and more than 24 hours notice should have been given to allow citizens time to respond.

Agenda Changes

Imker moved to add New Agenda Items 06-11-05 Consider Bid for Bunker Gear and 06-11-09 Consider Cancellation of July 7 Meeting to the Consent Agenda and to move New Agenda Item 06-11-10 Consider Reorganization & Elimination of Positions to the top of New Agenda Items. Learnard seconded. The motion carried unanimously.

Sturbaum moved to vote on the Consent Agenda items independently. Imker seconded. The motion carried unanimously.

Minutes

Learnard moved to approve the March 21, 2011, workshop minutes as amended and the June 2, 2011, regular meeting minutes as written. Imker seconded. The motion carried unanimously.

Monthly Reports

Imker referred to page 30 of the agenda packet, the Budget Summary Year-to-Date of Revenue and Expenses, noting the Local Option Sales Tax (LOST) revenues were at 64.7%, instead of the expected 67% that should have come in at the two-thirds point in the fiscal year. He continued that, if those numbers were extrapolated, the year should end with LOST revenues at 97% of what was projected, \$130,000 short of projections. As for expenditures, for eight of 12 months, each department had spent 67% of its budget, but one line item stood out. Litigation expenses were at 234% of the budgeted amount. He asked City Manager Jim Pennington to ensure what was projected for FY 2012 was double or triple what had been projected for FY 2011. Imker pointed out that the hotel/motel tax revenue was at 72% of what was budgeted, which was really

good. He thanked the Convention & Visitors Bureau (CVB) and Recreation for their efforts to bring people to the City.

Imker referred to page 32 of the agenda packet, thanking Connie and John Grant for their donation to the Police Department K-9 program.

On page 35 of the agenda packet, Imker said great work was continuing in the Information Technology (IT) department, adding that 80% were extremely satisfied with the IT support provided and 20% were very satisfied, with zeroes for the other categories, which included satisfied to dissatisfied.

Imker referred page 40 of the agenda packet, the Police Department report, noting the year-to-date total for Part I Crimes had been 191 last year and was 163 for 2011, a 15% drop. He thanked the department for doing an excellent job. He also noted there had been 22,000 calls for service answered year-to-date for 2010, compared to 28,000 for 2011, with the same staff. Imker was concerned that SR 54/SR 74 continued to be listed as a Top 5 Accident Site, asking what could be done to lower the number of accidents. There were nine accidents at the location in May.

Consent Agenda

1. Consider Surplus of Dive Team Equipment

Sturbaum said he understood why the equipment needed to be surplussed as the team had been disbanded and he had been on the losing side of the vote, but asked if the action could be held until September and the approval of the FY 2012 budget. If the equipment was eliminated now, then it would increase the cost of replacing it if the team was included in the next budget. Imker asked Sturbaum if something was going to happen regarding the funding in the next three months. Sturbaum said he wanted to discuss the funding at the budget workshop to see if any funding might be available. Imker said he had no problem with that since, without the continuation, Sturbaum would have to wait six months to bring the issue back to Council. Learnard said she also supported the request as a courtesy.

Sturbaum moved to continue Consent Agenda #1 until after the budget workshops and hearings. Imker seconded. The motion carried unanimously.

2. Consider Donation from Dog Park

Imker thanked the Dog Park Association for its donation of a covered children's play area inside the Dog Park, which was worth approximately \$1,284. Imker moved to accept the donation from the Dog Park. Learnard seconded. The motion carried unanimously.

06-11-05 Consider Bid for Bunker Gear

Imker moved to approve the bid for the bunker gear. Fleisch seconded. The motion carried unanimously.

06-11-09 Consider Cancellation of July 7 Meeting

Imker moved to cancel the July 7 meeting. Learnard seconded. The motion carried unanimously.

Old Agenda Items

05-11-04 Consider Recommendation for New Air Supported Structure Contract for Kedron / Report on Concrete Testing

Haddix noted there was an additional document on the dais – a letter dated June 16, 2011, from Tim Welker, field services manager for Arizon Companies. Public Services Director Mark Caspar went over the proposed options for the pool at Kedron Fieldhouse. Option 1 was a permanent structure at an estimated cost of over \$4 million. Option 2 was a clamshell/sprung structure, which was considered permanent under the City's Building Code, but would not meet the required energy code and was not intended to be set up and taken down annually. The manufacturer did not recommend the product for the City's application, and the quote that had been received was for \$500,000, excluding any needed foundation work. Option 3 was to install the old bubble, which posed a high risk of failure and was not advised by the consultant. Option 4 was to proceed with the new bubble. Option 5 was to discontinue the fall/winter pool activities for this year.

Referring to Option 3, Caspar read the following from the letter from Tim Welker regarding using the current bubble again: *Continuing to use the domes poses a serious safety risk to all patrons using the facilities. Tears in the fabric, which you have indicated have occurred upon several occasions in the past two seasons, could happen at any time, and the fabric may now be too old to repair. Additionally, the exposed threads, brittle pegs and anchors that have been repaired on several occasions indicate a serious need for replacement.*

Caspar reported on the results of the grade beam testing, noting that 11 samples had been taken and all the samples were inconsistent. In areas where there were no grade beams, there were six inches of concrete, but Caspar said that was not a foundation. He added that no grade beams were found in the small pool area. He continued that Arizon said they could not do any calculations based on the samples, and they recommended another 40 tests be done, basically doing probes, to determine the actual load capacity of the foundation and the extent of repair that was needed. The worst case cost of digging up the entire foundation and putting it back down was \$108,000, which included testing, anchoring, and removal of the deck to install the anchoring system. The speculated need was a 30% to 35% replacement at \$79,462 including testing, anchoring, and removal of the deck to install the anchoring system. Caspar said the work had to be done regardless of the decision Council made concerning the bubble.

Caspar said the proposed timeline, if Council gave notice to proceed, would be to submit the plans for architectural and Building Department review by no later than July 1. The plans would be returned to Arizon so manufacturing could begin no later than July 18. On September 1, the pool would close so grade beam modifications could begin (five weeks for the work and two weeks cure time would be needed). The bubble would be on site no later than October 15, and the pool could re-open by November 1.

Imker said he had cost concerns, noting that the bubble replacement was originally budgeted at \$250,000 that would be paid over a five-year period, with the bubble estimated to last 10 years. Now the total project cost was \$460,000. He asked Financial Services Director Paul Salvatore if the Public Facilities Authority, which would essentially become the City's loan company once it was approved by Council later on the same agenda, could spread the payments over 15 years, which would be an additional \$20,000 per year in the budget for the 15-year life of the bubble. Salvatore said a 10-year Facilities Authority bond would be proposed rather than a 15-year bond since many of the proposed projects only had a 10-year life. Financing the cost of the bubble would be included in the FY 2012 budget, with \$45,000 projected annually to pay the 10-year debt service. If Council chose to go with the lower cost option of \$79,462, the debt service would only increase by approximately \$10,000 for a cost of \$55,000 annually.

Learnard said her inbox had been flooded by Kedron users. The facility was part of the City's lifestyle. Council had seen this coming, and the cost was a lot more than was thought. The fieldhouse had been built due to a referendum, voted on by the citizens. It was worth saving.

Fleisch said that, in this time of declining property values, it sent the wrong message to not maintain an amenity the City already had. The cost was more than anticipated, but it was worth doing.

Sturbaum said he supported the bubble, but he was concerned about the cost factor. Sturbaum asked for clarification that the \$346,177 was confirmed as the maximum cost with the needed upgrades. Caspar said that was the design/build cost of the bubble based on the original cost. Any scope changes should be included in the \$108,000. Sturbaum said the cap should be \$460,000. Caspar said it should.

Haddix said the \$108,000 figure was more realistic based on past experience. The concrete was aging and he did not want to put a new structure on top of what he had seen. He understood it was an amenity and that home values were sliding, but his concern was how to pay for it without another tax increase. He had wanted to use the work needed at Kedron as part of next year's LOST negotiations, and that would be gone if Council chose to go ahead with the repairs and bubble.

Imker asked if the pool closing on September 1 could be delayed by one month since the weather would still be hot, which would shift everything from September 1 and November 1 to October 1 and December 1. He did not need an answer at the meeting, but would like to know. Caspar said that was a scheduling question that Kedron staff would have to answer.

Sturbaum said if Council was going to approve the new structure, they should plan for the \$108,000 and repair the substructure properly. Caspar said if Council decided to go ahead and spend the money for a complete replacement, then it would save the testing fees. He clarified that the \$79,000 figure was based on the testing that had been done so far and speculation about what else was there. The additional 30-40 tests would cost \$6,000, and those tests could show there needed to be a 100% replacement. Council could waive the \$6,000 testing fee and have Arizona to rip it all out and start all over.

City Manager Jim Pennington said staff had been very concerned about making a recommendation. The facility was heavily used, and there was a lot of pride in it. If he was in Council's position he would have the same concerns, but he would move forward planning to spend the additional money.

Learnard clarified that Pennington would move forward with the vendor's "turnkey" plan to put in a new foundation. Pennington said that was correct. Learnard asked Caspar what the \$78,000 scenario covered. Caspar said that, based on the testing that had been done, they felt replacing 30-35% could be fine, but would cost almost \$80,000. Caspar said there was the potential to do more selective repairs than was cost effective. If Council chose to replace the entire foundation to ensure it was done correctly, they would save the \$6,000 testing fee. Imker said the new bubble would not last more than its 10-year lifespan without the replacement of the foundation. He hoped a new one would last 15 to 20 years.

Fleisch asked if the warranty on the foundation would be separate from the bubble. Caspar said that, in general, foundations were supposed to last for the life of the facility. Kedron Manager Scott McCord added that the problem with the beams was not just with the width of the beams, but also with the depth, saying the beams should have been placed six to seven inches deeper. Haddix agreed that, from a construction standpoint, he would not want to put a structure on at least three of the beams, and the foundation should be replaced. Sturbaum also agreed the foundation should be replaced and done right. He felt staff and Council could find the funding.

Fleisch noted that it would take 12 weeks for the air handler to be manufactured, asking if work could start on that now. Caspar said it was built into the timeline. All the mechanical drawings would be submitted to the City by July 1, and the City's architectural consultant told staff they could get the review done in three days.

City Attorney Ted Meeker said the motion should include a not-to-exceed amount and be subject to his review of the agreement. Salvatore said the amount for the total project was \$460,000.

Learned moved to approve the contract with Arizon for purchase, installation, and foundation work of a new pool bubble for an amount not to exceed \$460,000 and subject to the contract review by the City Attorney. Fleisch seconded. The motion carried unanimously.

01-11-09 Reconsider Modifications to Hotel/Motel Tax Distribution Structure

Haddix noted there was an additional document on the dais – the memo from the City Attorney. Imker moved to continue the agenda item indefinitely. Fleisch seconded. The motion carried unanimously.

New Agenda Items

06-11-10 Consider Reorganization & Elimination of Positions

Haddix noted there was an additional document on the dais – the memo regarding the reorganization. Pennington said he had been tasked by Council to take a hard look at the City's organization to see if it was operating in the most effective and efficient manner possible. The idea was the coordination and streamlining of the delivery of municipal services in a strong, cost-

effective manner, while remaining responsive to the citizens. The departments and services would be aligned in a manner that accentuated the organization's strengths and was reflective of the delivery processes that were needed today. He continued that, in local government, the needs of the community changed constantly. The organizational structure might have been effective for a long time, but as times changed, there was a new normal, and the City needed to adjust to that to continue to provide effective services.

Pennington continued that the proposal focused on two core functions – operational services and support services. The operational component included Police, Fire, and Code Enforcement. Public Services and its components (Public Works, Buildings and Grounds, Stormwater, and Engineering) provided internal and external services and were an operational service and support service. He pointed out that the presentation on the Kedron bubble was an example of the combination efforts of Engineering and Kedron staff. The focus had existed before, but not to the degree he preferred. Administrative Services (City Clerk, Human Resources, and Municipal Court) was in the support services area and was the backbone that supported all operations of the City. Financial Services (Accounting, Accounts Payable, and Information Technology) was also integral to the City's operation. The new department, Community Services, was absolutely not the leftovers. It reflected a coordinated approach to the delivery of community-oriented services, including Planning and Zoning, strategic planning, community facilitation, Recreation, and special events. Bringing those areas together in a new formulation would make the City's operations more effective at a better cost. Staff was trying to do everything possible to meet the new normal and to ensure services to residents were top-notch.

The proposed changes included the following:

1. A reorganization of divisions to eliminate Leisure Services and Community Development and to create a new division named Community Services,
2. A reduction-in-workforce eliminating the following positions effective July 1, 2011, to include severance benefits – Leisure Services Director (one position) and Recreation Facilities Manager (one position),
3. A reduction-in-workforce eliminating the following position effective June 17, 2011 – Community Development Director (one position),
4. The reclassification of the City Planner to Planning and Zoning Administrator (one position), and
5. The creation of the Community Services Director (one position) effective June 17, 2011.

Mayor Haddix opened the floor for public comment. Residents who spoke included George Martin, Eric Snell, Kim Westwood, David Pena, Scott Bradshaw, Geraldine Holt, Cyndi Plunkett, Frances Meaders, Jim Basinger, and Tom Carty. Their concerns and comments included the following:

- Changes could achieve short-term goals, but ruin long-term procedures,
- Council should consider any changes carefully,
- Community Services could also incorporate Police, Fire, Court, City Clerk, as well as Leisure Services,

- Changes could affect sense of community and interaction between residents,
- Leisure Services Director Randy Gaddo brought honor, dignity, and patriotism to City's programs and was not being treated in the same way,
- Good programs had been built in the City because of the people involved,
- Council needed to ensure changes were beneficial to the City,
- Neither Gaddo nor Community Development Director/City Planner David Rast were being treated with integrity and dignity,
- A City Manager with less than a year on the job was not able to grasp what was in the City,
- Several comments were made regarding the late addition of the agenda item and the timing,
- Council should defer the decision and look at other options,
- Public debate was most important in making decisions, and Council was making the decision without the most important aspect,
- The City that had been built was quickly being torn down,
- The wrong message was being sent to citizens and potential citizens who moved here because of schools, safety and security, and the recreation programs that were offered,
- Downsizing in the Building Department was good, but Council should use extreme caution in lopping department heads.

Haddix said there had been nothing fast, casual, or solo about the reorganization. A broad net had been cast that gathered information from many sources. The City Manager had to make a rough decision, and now Council had to make a tough decision.

Imker moved to approve the reorganization and elimination of positions as recommended by the City Manager. There was no second, and Imker rescinded his motion.

Sturbaum moved to go convene in executive session for personnel at 8:35 p.m. Imker seconded. The motion carried unanimously.

The regular session reconvened at 8:40 p.m.

Sturbaum addressed those attending the meeting, saying that Council heard what the citizens were saying and understood. He continued that the decision was not a budgetary issue and had nothing to do with the character or personalities of the people involved. Council had asked the City Manager to look at change and increasing services based on his experience and knowledge in a more efficient and effective manner.

Learnard said the comments made during the meeting were deeply personal, correct, and appropriate, and she was thankful for the comments, but the only thing continuous was change. Council had a responsibility to do what was right for the City and not to rest on its laurels. She would not make any decision she could not make in good conscience, and she was ready to make a decision to sharpen the focus on services, facilities, and amenities going forward. Council was doing its best to take the personal out of the decision and do what was right.

Fleisch said the agenda was posted on the website in the appropriate amount of time, and she appreciated that fact that Pennington had met with all the staff involved, as well as the sports associations. Things were handled as well as they could have been.

Imker apologized for appearing or sounding cold when he made the earlier motion. He saw business that needed to be done. He agreed with the personal positions everyone had taken, and he felt the same, but said the City needed to move forward.

Imker moved to accept the reorganization and elimination of positions as recommended by the City Manager. Fleisch seconded. The motion carried unanimously.

06-11-06 Consider Resolution of Support for Hearthside at Peachtree City Senior Apartment Community Funding Application

Kathy Zickert, attorney for NorSouth, the developer, asked Council to consider a formal endorsement of the developer's application for funding from the Department of Community Affairs, which would help NorSouth move forward with their plan. She continued they had all been through a journey of re-understanding on the project, and wanted to continue on that path.

Haddix asked Meeker if there was anything in the resolution that was a concern. Meeker said the property was zoned. The resolution and application for funding would allow the developer to follow through on some of the conditions included as part of the zoning process.

Imker asked if there had been any interest from people wanting to move into the development. Zickert said they could not take any reservations without an approved project, but they had gotten calls. If the funding was approved, NorSouth would start construction this time next year, and construction would take 12 months.

Sturbaum moved to approve the resolution of support for Hearthside at Peachtree City Senior Apartment Community funding application. Imker seconded. The motion carried unanimously.

06-11-07 Consider Letter of Support for Woodsmill Apartment Community Funding Application

Rast said the request for Woodsmill was similar to the request from NorSouth. The owner of Woodsmill was applying for a renovation loan for approximately \$2.8 million to renovate the interior and exterior of the development, and the process was the same.

Sturbaum moved to approve the letter of support for the housing tax credit funding application for the proposed rehabilitation of Woodsmill Apartments. Imker seconded. The motion carried unanimously.

06-11-08 Consider Request for Additional Funding for Tree Removal

Caspar addressed Council, noting that \$25,000 had been budgeted for tree removal for the fiscal year. Due to the storms and excessive damage, staff had already spent that funding and transferred \$8,000 from other line items, such as streets operating supplies, but that money was gone after cleaning up the damage from the May 26 storm. The funds were not for right away-

type clean-ups, which was done by existing staff. The funding was for the larger, fractured trees that were outside of Public Works' ability to handle safely. Caspar asked Council to approve an additional \$20,000 for the remainder of the fiscal year, adding he did not think the cost would go that high. The line item for the proposed FY 2012 budget would include an increase in the funding. He continued that nearly \$37,000 had been spent in 2010, and they were quickly approaching that point. There was already \$6,000 worth of tree removals waiting on Council's approval.

Imker agreed the additional funding was needed, but he was concerned about the \$8,000 that had been transferred from streets supplies and the impact on those services. Caspar said they might not get as much patching done as hoped, but the crews had been spending time on storm clean-up, so that money had not been spent on supplies. It might not have a detrimental effect this year, but he did not want to take anything else from that line item. Imker said staff was prioritizing tree removal over patching streets and potholes. Caspar said the priority was safety. The trees were located in greenbelts and had the potential to fall across roads, cart paths, or on buildings.

Imker said he would support an increase in the additional funding with the stipulation that any unspent funds be put back into streets. The City could not continue to deteriorate. Sturbaum suggested the funding request be increased to \$28,000, so the streets supplies line could be replenished right away.

Fleisch noted that logs and stumps were often left in the right-of-way and along the cart path, asking if they could be hauled away. Caspar said the policy was to not go past the right-of-way. Fleisch asked about the remnants of trees left along the cart path. Caspar said if the trees fell in the greenbelt, only the part on the cart path was removed.

Sturbaum moved to approve the funding request for tree removal not to exceed \$28,000. Fleisch seconded. The motion carried unanimously.

06-11-11 Consider Appointment of Members to Public Facilities Authority

Meeker noted that the legislation for the Public Facilities Authority had been approved by the General Assembly and had been signed by the Governor. The first step for the City was to appoint the board members, and the legislation allowed Council to sit on the board as it would only fund City projects. Meeker said the legislation provided that two members should be appointed for a term of three years, two members should be appointed for a term of two years, and one member should be appointed for a term of one year.

Imker asked what happened if a Council Member resigned from Council, but had six months left on their term on the Authority. Meeker said the person could stay on the Authority for the remaining six months, or they could resign from the Authority also. If the seat on the Authority was vacated, the Council could appoint a board member to fulfill the term.

Imker moved to appoint the following members to the Facilities Authority – Mayor Don Haddix and Council Member Eric Imker to the two three-year terms, Council Members Vanessa Fleisch

and Kim Learnard to the two-year terms, and Council Member Doug Sturbaum for the one-year terms. Learnard seconded. The motion carried unanimously.

Imker asked when the first meeting was scheduled. Meeker said the sooner the better as there had been some discussion concerning the need for a bond. The consensus was to meet Wednesday, June 29, at 6:00 p.m.

Council/Staff Topics

Hot Topics Update

Pennington said the Department of Transportation had forwarded the unconstrained project list to the Regional Transportation Roundtable. Now that unconstrained project list was complete, staff would forward the recommended prioritization of the City projects on the list so the County would know which ones to push for the City.

Library

Pennington said staff was still talking about additional testing, but round two was completed, and staff was waiting for the reports from the structural engineer and architect. It appeared the external bricks were not properly attached to the walls. Staff had to notify the Fayette County Elections Office regarding the ability to use the Floy Farr Room for a polling place. Administrative Services Director Nikki Vrana added that County Elections Supervisor Tom Sawyer was contacting the Department of Justice regarding the issue. She said Council Chambers had been used as a polling place when the Library was renovated, but early voting held the week prior to the election was not done at that time. Council Chambers could not be used for the entire week of early voting due to Court.

Pennington said the City's infrastructure was aging, and staff kept running into issues. This would be an issue over the next few years. This was one reason the Public Facilities Authority was a good idea.

City Hall Painting/Sealing

Pennington pointed out that the blue tape around the windows and other areas had drawn attention. The seal was being put on the outside, but it was not yet the final coat.

Pennington reported Public Works had changed its schedule for the summer. The work hours would be 6:00 a.m. to 2:30 p.m. for all crews working in the field. He added that the Recreation and Public Works crews should work well together based on staff's discussions.

The E-911 intergovernmental cooperative agreement with the County would be on the July 21 agenda. Pennington said it would be considered by all the municipalities in July.

Imker asked if the packet was ready for the budget workshop scheduled Monday, June 21. Salvatore said they were ready. There would be a copy in the City Hall lobby, and it would be available on the website the next day.

Sturbaum moved to enter into executive session at 9:10 p.m. to discuss pending or threatened litigation and real estate. Learnard seconded. The motion carried unanimously.

Sturbaum moved to reconvene in regular session at 9:36 p.m. Learnard seconded. The motion carried unanimously.

There being no further business, Sturbaum moved to adjourn the meeting. Learnard seconded. The motion carried unanimously. The meeting adjourned at 9:37 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

City Event Calendar

<u>July</u>	<u>August</u>	<u>September</u>
7/16 – Kool & the Gang @ The Fred 7/21 – City Council Meeting, 7 pm 7/21-24 – Twilight Theater: Wizard of Oz @ The Fred 7/30 – Big Shot: Ultimate Billy Joel Experience @ The Fred	8/2 – Council Workshop (Tentative), 6:30 8/4 – City Council Meeting, 7 pm 8/5 – Bryan Adams @ The Fred 8/12 – Tour of Faith Concert featuring John Waller Band @ The Fred 8/13 – Flicks @ The Fred: Princess and the Frog 8/18 – City Council Meeting, 7 pm 8/20 – Adult Triathlon – 10,000 Maniacs/Edwin McCain @ The Fred 8/27 – Kidz Fest / Food Fest / Help Fest – Departure: Journey Tribute Band @ The Fred 8/29-9/2 – QUALIFYING for Municipal Election Seats	9/1 – City Council Meeting, 7 pm 9/2-3 – Twilight Theater: Footloose @ The Fred 9/5 – Labor Day – City Offices Closed 9/6 – Council Workshop (Tentative), 6:30 9/9-10 – Twilight Theater: Footloose @ The Fred 9/11 – Patriot Day (10th Anniversary) 9/15 – City Council Meeting, 7 pm 9/17 – Motley Inc. & Atomic Punks: Motley Crue/Van Halen Tribute @ The Fred 9/17 & 18 – Shakerag Arts & Crafts Festival 9/24 – Slippery When Wet: Bon Jovi Tribute @ The Fred 9/27 – Fireball Run Adventurally in Peachtree City
<u>October</u>	<u>November</u>	<u>December</u>
10/4 – Council Workshop (Tentative), 6:30 10/6 – City Council Meeting, 7 pm 10/7-9 – Great Georgia Air Show 10/15 – PTC Classic Road Race – Whose Live Anyway @ The Fred 10/20 – City Council Meeting, 7 pm 10/29 – Not so Frightful Storytelling & Halloween Party @ The Fred 10/31 – Halloween	11/1 – Council Workshop (Tentative), 6:30 11/3 – City Council Meeting, 7 pm 11/8 – Municipal Election 11/17 – City Council Meeting, 7 pm 11/24 & 25 – Thanksgiving Holiday, City Offices Closed	12/1 – City Council Meeting, 7 pm 12/3 – Hometown Holiday 12/6 – Election Runoff (if needed) – Council Workshop (Tentative), 6:30 12/15 – City Council Meeting, 7 pm 12/23 & 26 – Christmas Holiday, City Offices Closed
<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Year's Day 1/2 – New Years Day Celebrated, City Offices Closed 1/3 – Council Workshop (Tentative), 6:30 1/5 – City Council Meeting, 7 pm 1/16 – MLK Holiday, City Offices Closed 1/19 – City Council Meeting, 7 pm	2/2 – City Council Meeting, 7 pm 2/7 – Council Workshop (Tentative), 6:30 2/16 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/6 – Council Workshop (Tentative), 6:30 3/15 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/3 – Council Workshop (Tentative), 6:30 4/5 – City Council Meeting, 7 pm 4/19 – City Council Meeting, 7 pm	5/1 – Council Workshop (Tentative), 6:30 5/3 – City Council Meeting, 7 pm 5/17 – City Council Meeting, 7 pm 5/28 – Memorial Day, City Offices Closed	6/5 – Council Workshop (Tentative), 6:30 6/7 – City Council Meeting, 7 pm 6/21 – City Council Meeting, 7 pm

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

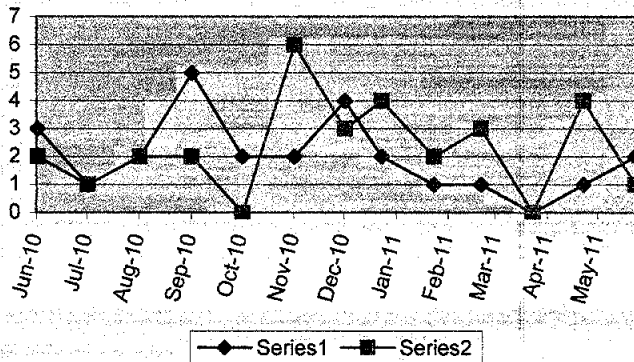
Updated 7/7/2011

Administrative Services

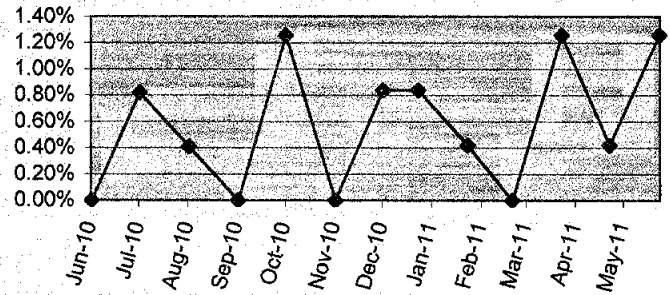
Monthly Report

Human Resources & Risk Management

Workers Comp Claims & Vehicle/Equipment Accidents



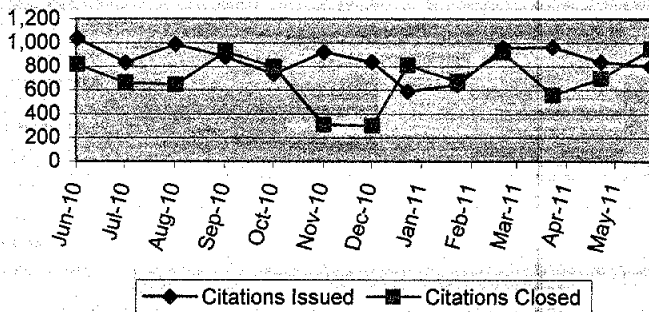
Employee Turnover Rate



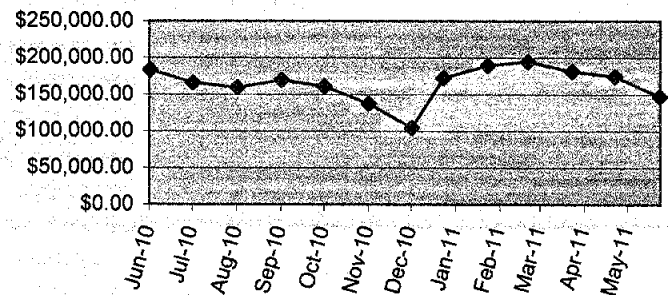
NOTE: The 15 terminations YTD for FY 2011 include five retirements.

Municipal Court

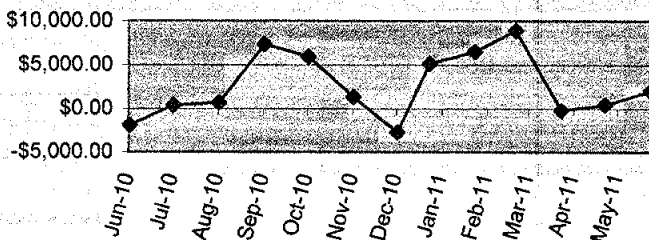
Citations Issued vs Closed



Fines Assessed*



Jail Fund Balance**
\$130,362.30
as of June 30, 2011



* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies. The monies reflected above are not the actual revenues received; for revenue received, please refer to Financial Services report "General Fund Revenues Received: Fines & Forfeitures"

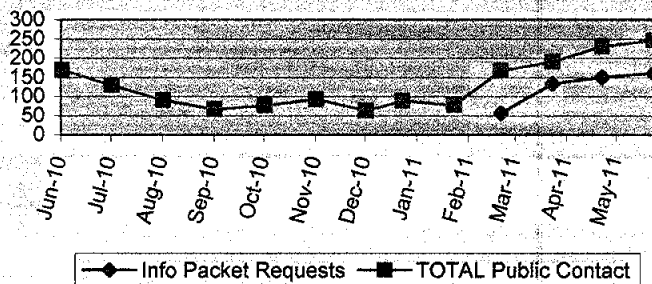
** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed

Administrative Services

Monthly Report

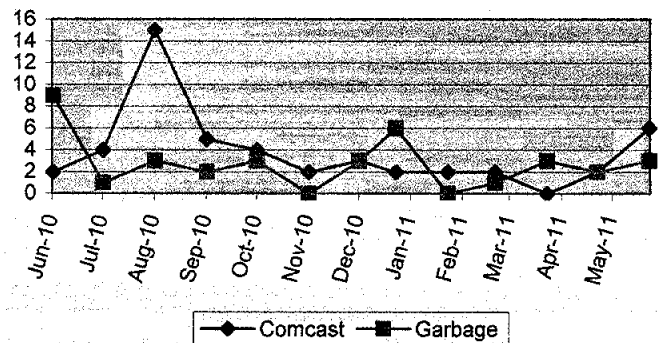
Public Information

Public Contact / Comments / Questions



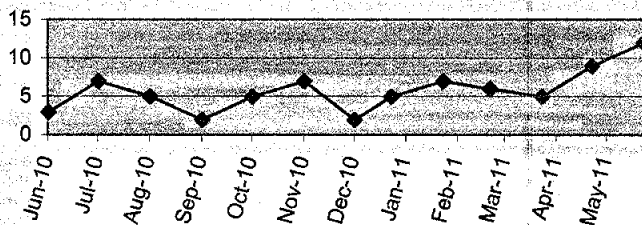
NOTE: Packet Request form added to web site 3/21/2011

Complaints by Type



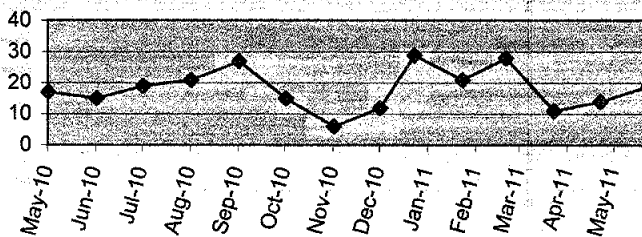
NOTE: Comcast spike in August 2010 partially related to digital conversion.

Open Records / Discovery Requests

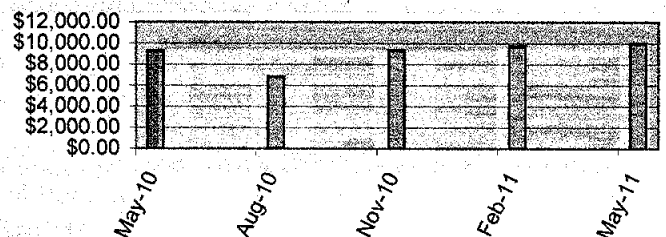


City Clerk

New Businesses Registered

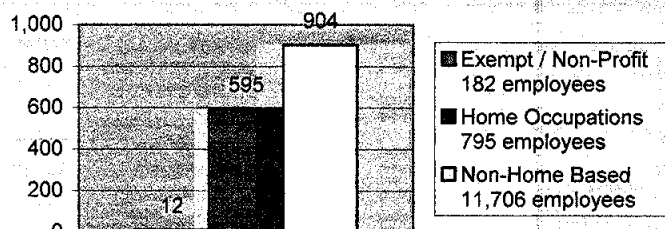


Sanitation Franchise Fees



NOTE: August 2010 fees reflect an adjustment due to a 4-month payment in February

Registered Businesses
June 30, 2011



Total Registered Businesses:

1,511

Total Employment from Registered

12,683

Top 10 Employers by # of employees:

1. NCR
2. Cooper Lighting
3. Panasonic
4. Hoshizaki
5. Wal-Mart
6. Kroger (Kedron)
7. Kroger (Braelinn)
8. World Airways
9. Alenco
10. Randstad

City Council Monthly Report

As of: 07/14/2011

DEPARTMENT: COMMUNITY DEVELOPMENT
SUPERVISOR: DAVID RAST

FISCAL YEAR: 2011
CREATOR: KATHY GRAY

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
BUILDING DEPARTMENT												
RESIDENTIAL BUILDING PERMITS												
Single Family Units	1	0	1	1	2	0	3	1	2			
Single Family C.O.'s	4	0	4	0	3	1	0	1	4			
Multi Family Units	0	0	0	0	0	0	0	0	0			
Multi Family C.O.'s	0	0	0	0	0	0	0	0	0			
Miscellaneous*	27	25	14	15	18	55	48	37	45			
INSPECTIONS:	154	135	123	67	157	177	182	177	198			
NON RESIDENTIAL BUILDING PERMITS												
New Construction	0	0	0	1	1	0	0	0	0			
Non-Residential C.O.'s	2	7	4	6	2	4	3	7	7			
Expansion/Renovation/Tenant Finish	15	13	3	2	6	8	4	16	5			
Miscellaneous*	0	1	0	0	0	0	0	2	2			
INSPECTIONS:	82	108	84	70	76	87	62	71	70			
DEVELOPMENT PERMITS	2	0	2	1	0	0	3	1	3			
POPULATION ESTIMATE^	36,811	36,811	38,627	38,627	38,640	38,642	38,642	38,644	38,660			
BUILDING PERMIT FEES	\$35,243	\$40,721	\$8,266	\$20,152	\$16,784	\$19,391	\$41,048	\$23,188	\$31,513			
PLANNING DEPARTMENT												
Sign Permits	\$430	\$255	\$500	\$200	\$400	\$665	\$325	\$100	\$765			
Banner/ Special Event Permits	\$215	\$260	\$130	\$285	\$185	\$245	\$570	\$180	\$335			
New Construction Plan Reviews	\$959	\$960	\$0	\$0	\$300	\$1,111	\$0	\$300	\$900			
Other Plan Reviews/Permits±	\$1,690	\$150	\$648	\$50	\$102	\$300	\$900	\$1,998	\$100			
Resubmittals	\$0	\$200	\$200	\$100	\$0	\$0	\$0	\$0	\$0			
Fire Department Permit Fees	\$1,671	\$1,200	\$1,088	\$200	\$500	\$450	\$1,018	\$1,400	\$1,554			
TOTAL PLAN REVIEW FEES	\$4,965	\$3,025	\$2,566	\$835	\$1,487	\$2,771	\$2,813	\$3,978	\$3,654	\$0	\$0	\$0
TOTAL FEES COLLECTED	\$40,208	\$43,746	\$10,832	\$20,987	\$18,271	\$22,162	\$43,861	\$27,166	\$35,167	\$0	\$0	\$0

COMPARISON CHART

YTD FY 2011	OCT of FY 2010	OCT of FY 2009
11	NA	NA
17	NA	NA
0	NA	NA
0	NA	NA
284	NA	NA
1,370	NA	NA
2	NA	NA
42	NA	NA
72	NA	NA
5	NA	NA
710	NA	NA
12	NA	NA
38,660	NA	NA
\$236,306	NA	NA
\$3,640	NA	NA
\$2,405	NA	NA
\$4,530	NA	NA
\$5,938	NA	NA
\$500	NA	NA
\$9,081	NA	NA
\$26,094	NA	NA
\$262,400		

* Miscellaneous permits are: Fences, Pools, Additions/Renovations, Reroofings, etc

^ Based on 2.09 people per residential CO

± Other plan reviews: Soil Erosion permits, Land Disturbance Fee, Site Plan & Final Site Plan reviews

City Council Monthly Report

As of: 07/14/2011

DEPARTMENT: COMMUNITY DEVELOPMENT
SUPERVISOR: DAVID RAST

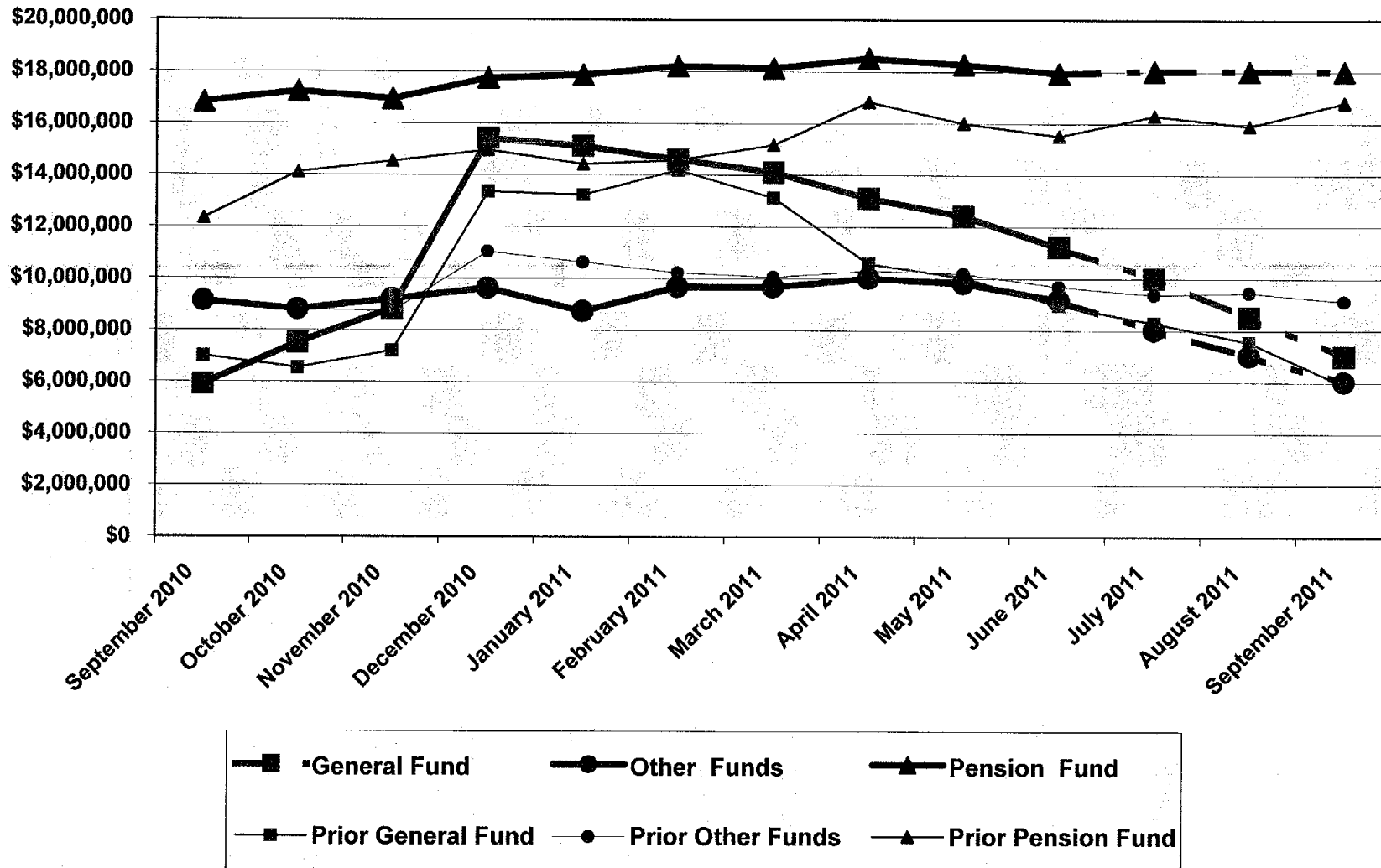
FISCAL YEAR: 2011
CREATOR: KATHY GRAY

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
HOUSING CODE OFFICIAL												
RESIDENTIAL												
New Foreclosure Listings:	32	33	33	35	36	21	27	24	14			
Foreclosure Inspections:	133	45	52	47	72	38	43	27	14			
Vacant Structures:	25	33	5	13	13	11	6	7	5			
Rehab Notices:	9	16	2	10	18	12	12	14	7			
Rehab Inspections:	13	27	14	19	12	30	22	12	13			
Neighborhood Assessments:	7	97	147	26	82	29	114	42	1			
Citations Issued:	0	0	0	0	0	1	2	0	1			
Notices of Violation:	0	2	2	8	3	3	13	6	3			
Citizen Compliants:	1	5	4	8	2	4	10	5	3			
ARB Review:	14	0	3	3	11	10	6	4	1			
COMMERCIAL												
New Foreclosure Listings:	3	1	1	1	1	3	0	1	1			
Foreclosure Inspections:	3	4	2	3	6	5	3	2	2			
Rehab Notices:	1	1	3	0	3	1	0	3	0			
Rehab Inspections:	5	4	4	2	2	3	1	2	1			
Citations Issued:	0	0	0	0	0	0	0	0	1			
Notices of Violation:	0	0	0	0	2	0	0	0	0			
Citizen Compliants:	0	1	3	0	0	0	0	0	1			
INDUSTRIAL												
New Foreclosure Listings:	0	1	0	0	0	0	0	0	0			
Foreclosure Inspections:	0	1	1	1	1	1	0	0	0			
Rehab Notices:	0	0	0	0	1	0	0	0	0			
Rehab Inspections:	0	0	0	0	1	1	0	0	0			
Citations Issued:	0	0	0	0	0	0	0	0	0			
Notices of Violation:	0	0	0	0	0	0	0	0	0			
Citizen Compliants:	0	0	2	0	0	0	0	0	0			

COMPARISON CHART

YTD FY 2011	OCT of FY 2010	OCT of FY 2009
255	N/A	N/A
471	N/A	N/A
118	N/A	N/A
100	N/A	N/A
162	N/A	N/A
545	N/A	N/A
4	N/A	N/A
40	N/A	N/A
42	N/A	N/A
52	N/A	N/A
12	N/A	N/A
30	N/A	N/A
12	N/A	N/A
24	N/A	N/A
1	N/A	N/A
2	N/A	N/A
5	N/A	N/A
1	N/A	N/A
5	N/A	N/A
1	N/A	N/A
2	N/A	N/A
0	N/A	N/A
0	N/A	N/A
2	N/A	N/A

CITY OF PEACHTREE CITY
FISCAL YEAR 2011 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



Note: Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Proprietary Funds (including the Stormwater Utility Fund), and Agency Funds.

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE NINE MONTHS ENDED JUNE 30, 2011**

PERCENTAGE OF BUDGET YEAR COMPLETED 75.0% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 11,725,013	\$ 11,399,992	\$ (325,021)	97.23%
Franchise Taxes	2,554,036	2,247,288	(306,748)	87.99%
Local Option Sales Tax	6,587,035	4,794,065	(1,792,970)	72.78%
Other Sales & Use Taxes	691,547	508,388	(183,159)	73.51%
Business Taxes	2,174,768	2,131,198	(43,570)	98.00%
Licenses & Permits	691,371	598,979	(92,392)	86.64%
Intergovernmental/Grants	356,050	265,183	(90,867)	74.48%
Charges for Services - Other	887,698	716,652	(171,046)	80.73%
EMS Billings	513,625	371,707	(141,918)	72.37%
Fines & Forfeitures	1,151,239	1,062,420	(88,819)	92.28%
Investment Income	64,417	39,875	(24,542)	61.90%
Donations	13,914	610	(13,304)	4.38%
Other Revenue	114,667	105,888	(8,779)	92.34%
Other Financing Sources	335,421	216,848	(118,573)	64.65%
Total General Fund Revenues	\$ 27,860,801	\$ 24,459,093	\$ (3,401,708)	87.79%
Surplus Carryover	(1,841,990)			
Total General Fund	\$ 26,018,811			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 285,367	\$ 246,892	\$ 38,475	86.52%
Administrative Services	1,174,593	818,374	356,219	69.67%
Financial Services	981,731	725,871	255,860	73.94%
Police Services/Code Enforcement	6,176,051	4,610,332	1,565,719	74.65%
Fire/EMS Services	5,872,345	4,331,646	1,540,699	73.76%
Public Works	3,161,634	2,144,903	1,016,731	67.84%
Leisure Services	3,920,357	2,769,406	1,150,951	70.64%
Community Development Services	1,034,233	720,180	314,053	69.63%
Tourism Activity	99,135	84,269	14,866	85.00%
Non-Divisional:				
Unemployment Insurance	15,000	(3,943)	18,943	-26.29%
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	23,130	23,130	-	100.00%
Transfer to Development Authority	-	-	-	0.00%
Development Authority Debt Service	139,624	139,623	1	100.00%
Transfers to Other Funds	3,335,133	2,668,070	667,063	80.00%
Liability Insurance	95,540	56,665	38,875	59.31%
Litigation Services	25,000	65,824	(40,824)	263.30%
General Administration/Miscellaneous	39,060	292	38,768	0.75%
Budgeted Savings	(359,122)	-	(359,122)	0.00%
Total General Fund	\$ 26,018,811	\$ 19,401,534	\$ 6,617,277	74.57%

HOTEL/MOTEL FUND REVENUES

Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 780,667	\$ 632,596	\$ (148,071)	81.03%

HOTEL/MOTEL TRANSFERS OUT

Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 260,222	\$ 210,865	\$ 49,357	81.03%
Transfer to Tourism Association	520,445	421,731	98,714	81.03%
Total Hotel/Motel Transfers Out	\$ 780,667	\$ 632,596	\$ 148,071	81.03%

**CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF JUNE 30, 2011**

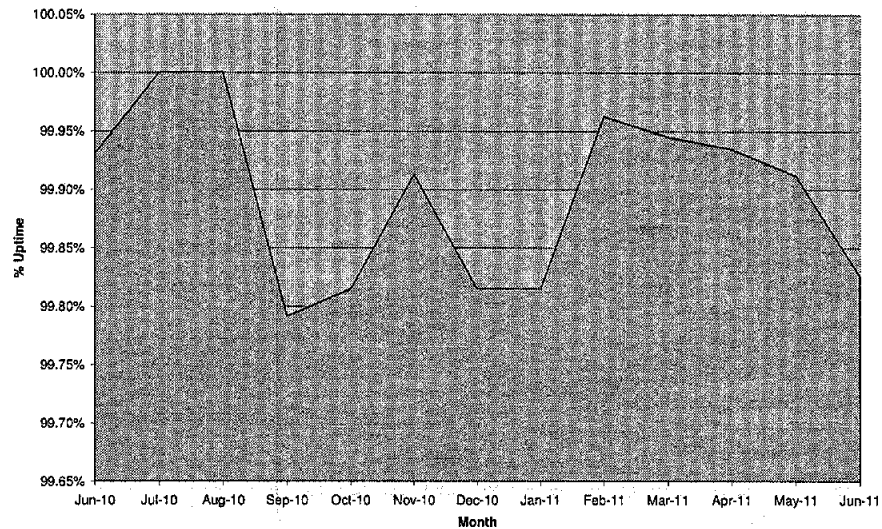
SUMMARY OF OVER \$10,000 EXPENDITURES APPROVED BY CITY MANAGER JUNE 2011			
Description	Vendor	Award	Date
Creek Restoration north of Windgate Road	Integrated Science & Engineering	\$ 33,000.00	06/15/2011

PURCHASING REPORT FOR MONTH ENDED June 30, 2011 AND June 30, 2010		
Activity	Fiscal Year 2011	Fiscal Year 2010
Purchase Orders / Requisitions Processed	225	259
City Store Requisitions Processed	9	11
Sealed Bids Requested	0	0
Requests for Proposals	0	1
Bids Awarded	1	0
Requests for Proposals Awarded	0	1
Contracts Prepared	1	1
Electronic Auction	3	0
Fixed Assets Purchased	0	4

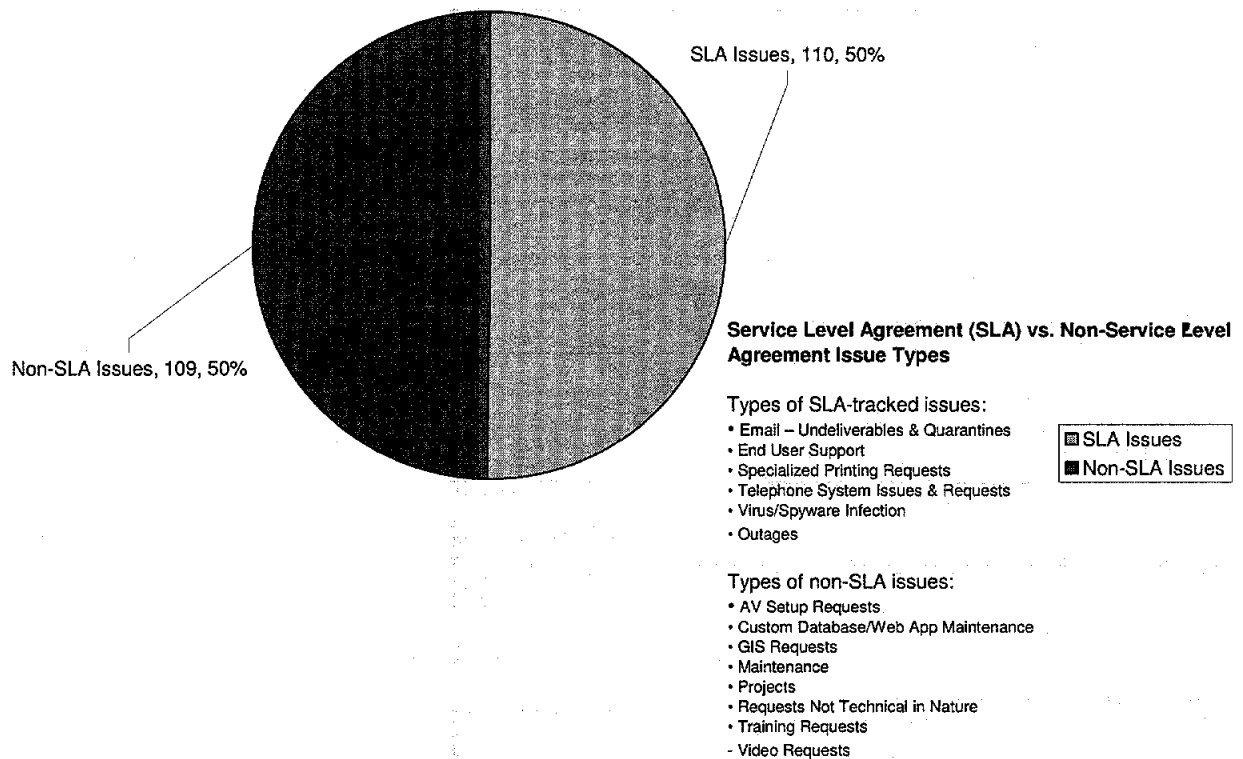
City of Peachtree City
 Information Technology Statistics and Trends
 For Period Ending June 30, 2011
 Report Date – July 13, 2011

Server Uptime and Technology Issue Statistics

Primary Server Uptime - 13 Month Trend

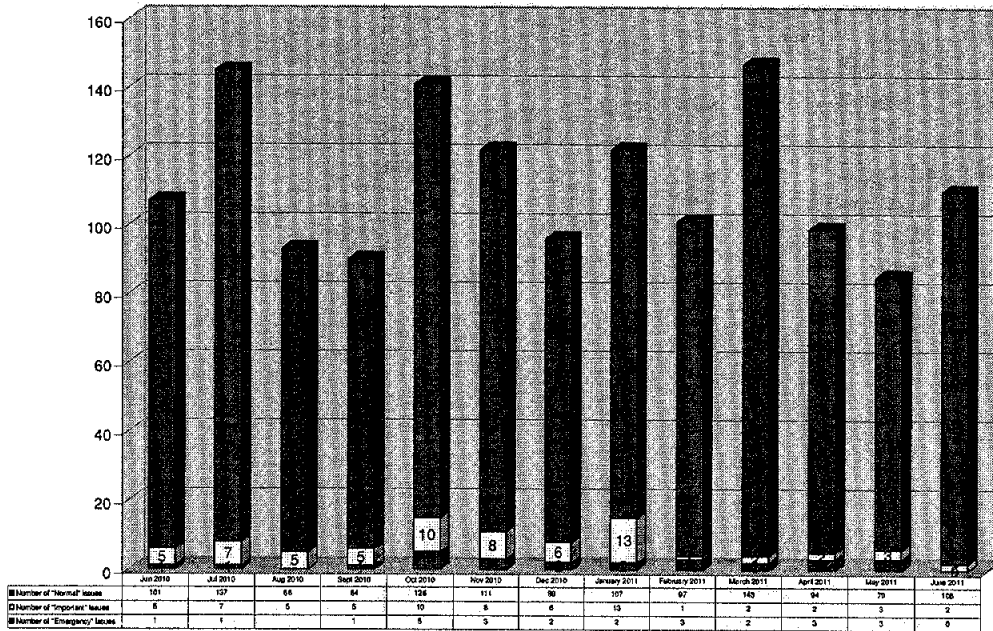


Service Level Agreement (SLA) Issues vs Non-SLA Issues, June 2011

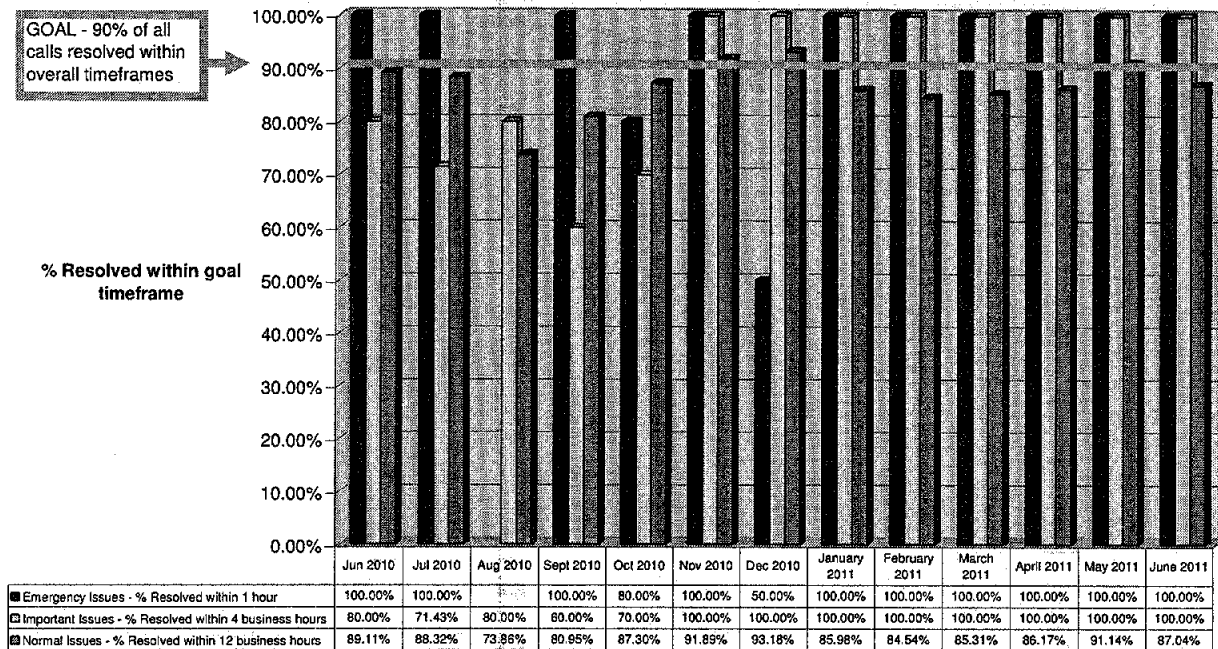


Peachtree City IT Statistics (continued)

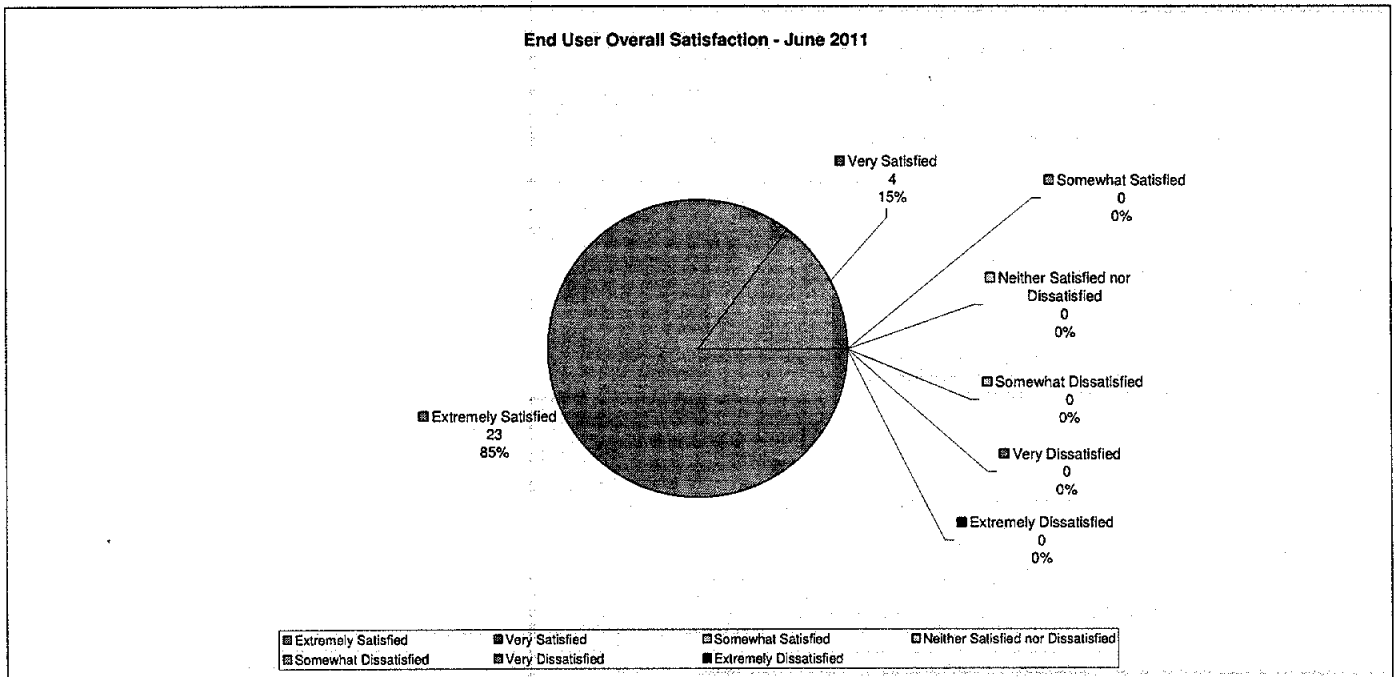
Issue Volume by Severity/Impact - SLA Tracked Support Calls - 13 Month Trend



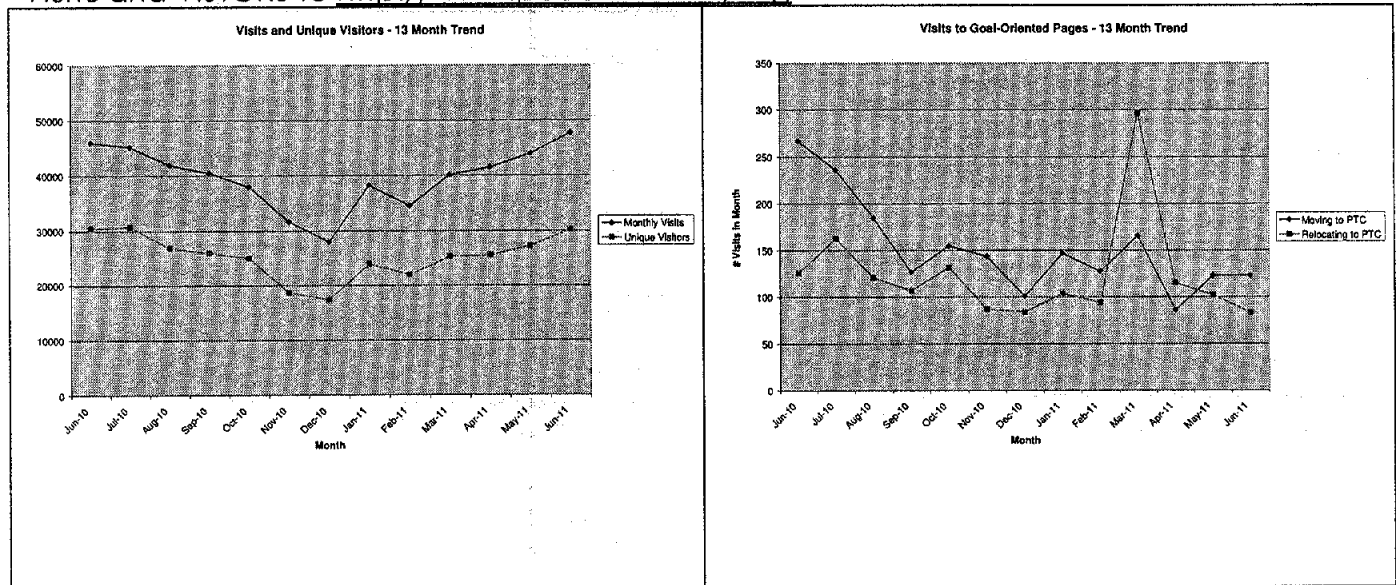
SLA - Call Resolution Goal Analysis - 13 Month Trend



Peachtree City IT Statistics (continued)
End User Satisfaction Statistics



VISITS and VISTORS to <http://www.peachtree-city.org>



PEACHTREE CITY FIRE/RESCUE
MONTHLY REPORT
June 2011

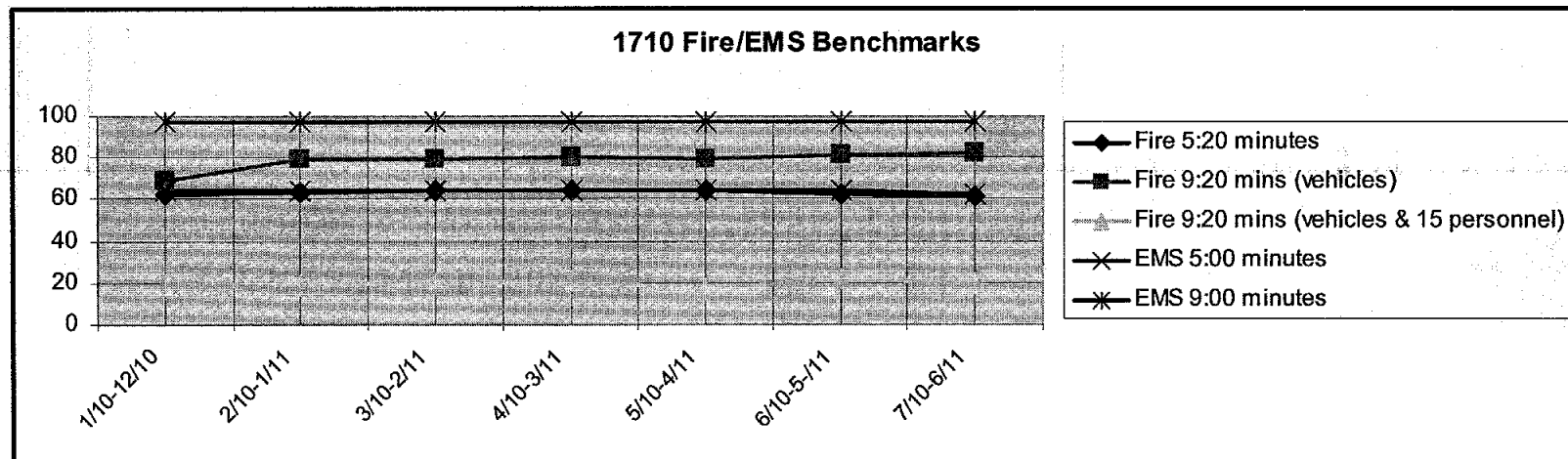
RESPONSE BENCHMARKS (July 10 – June 11)

A) 61.2% B) 82.2% C) 20% D) 62.4% E) 96.8%

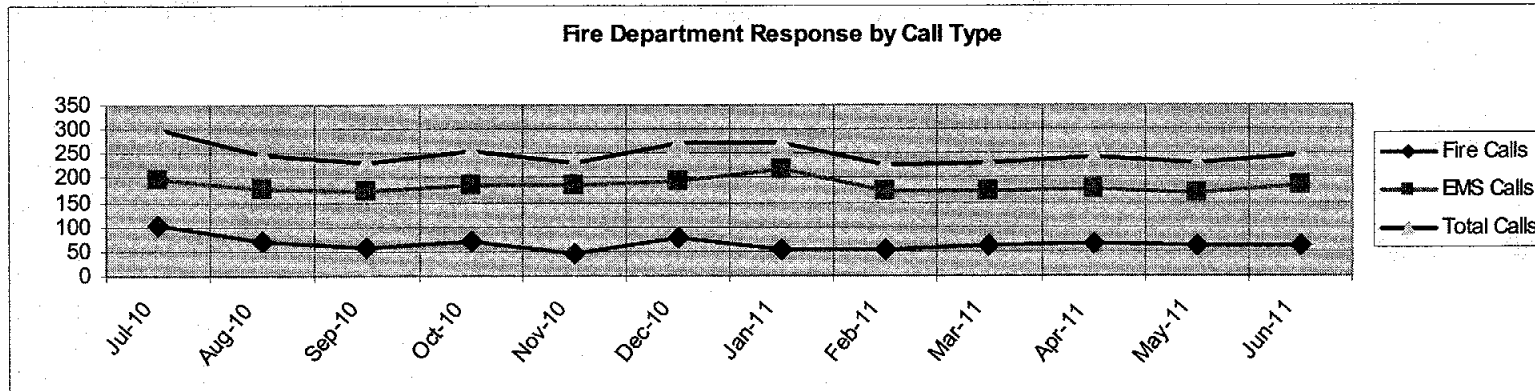
Benchmarks are based on NFPA 1710 Standards as follows:

- A) Fire Call: First arriving Engine Company arrives in 5 minutes 20 seconds from notification 90% of time. (Engine & 4 Firefighters)
- B) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (2 Engines, Aerial, Squad, Ambulance)
- C) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (15 Firefighters)
- D) EMS Call: First arriving EMS Unit arrives in 5 minutes from notification 90% of time. (EMS Unit & 2 EMTs/Paramedics)
- E) EMS Call: Second arriving EMS Unit arrives in 9 minutes from notification 90% of time. (EMS Units & 4 EMTs/Paramedics)

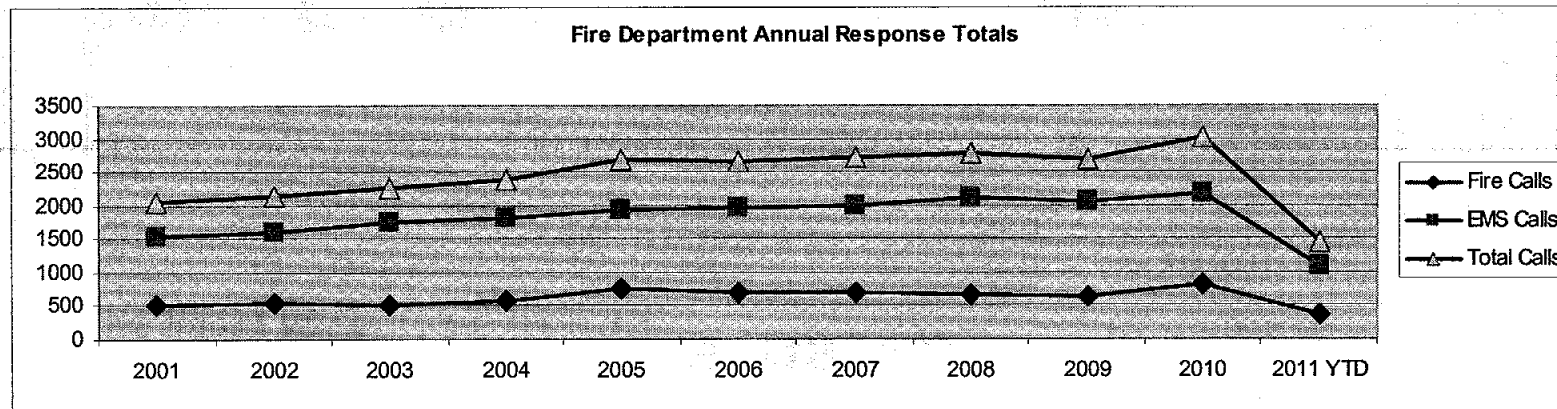
RESPONSE BENCHMARKS (6 MONTH LOOK-BACK)



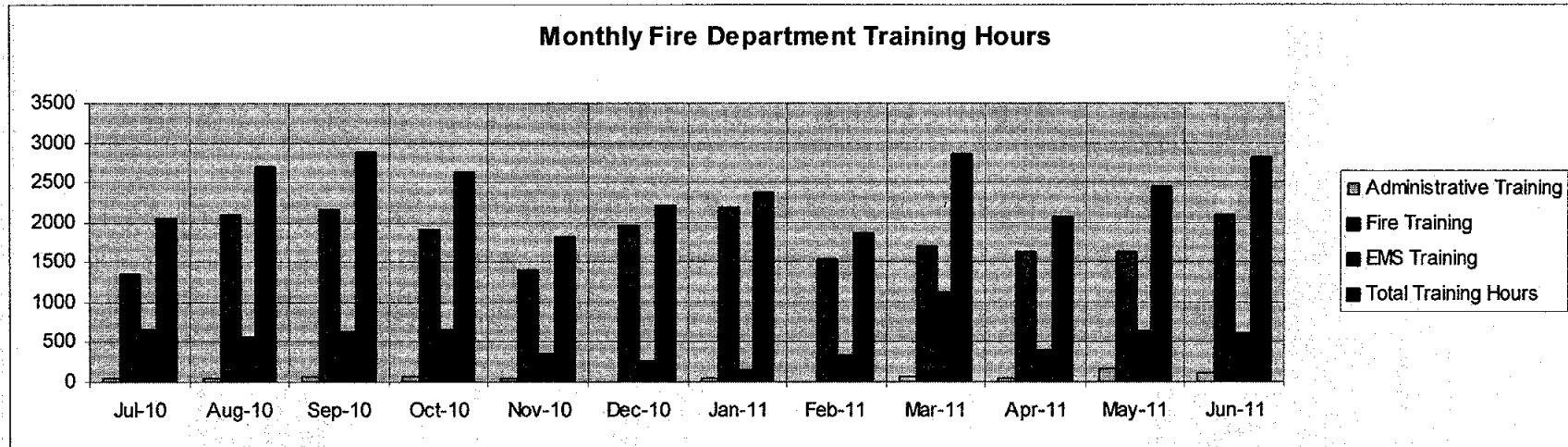
MONTHLY RESPONSES (Last 12 Months)



TOTAL ANNUAL RESPONSES (PAST 10 YEARS)

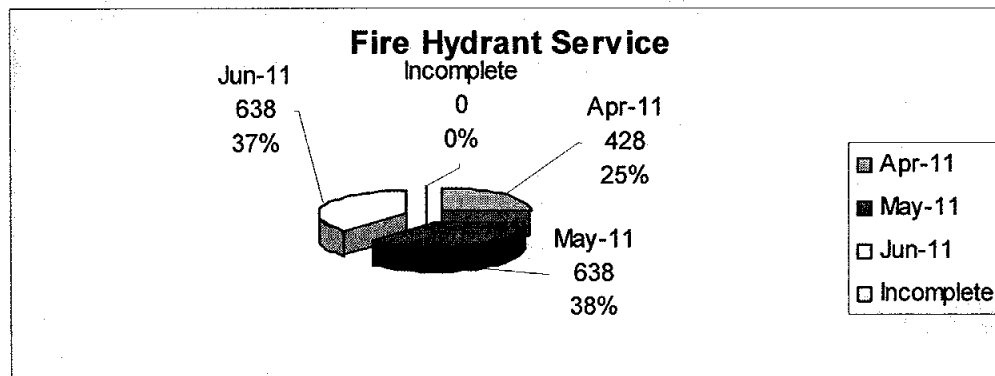


TRAINING HOURS (Last 12 Months)



QUARTERLY FOCUS AREA

Every Quarter the Fire Department has a different focus. This area of the monthly report will show where the department is in accomplishing its goal or requirement. The following are the focus areas and how many items must be completed or done per quarter. The charts will change with the quarter changes.



GOALS

Jan-Mar (Inspections-1011)

Apr-Jun (Hydrants-1704)

Jul-Sep (Pre-Plans- 1225)

Oct-Dec (Public Education-3500)

CITY OF PEACHTREE CITY							
Leisure Services Monthly Report							
As of June 30, 2011							
With Comparisons to June 30, 2008, 2009, & 2010							
							ACTUAL
				ORIGINAL		CURRENT	THRU
	ACTUAL THRU JUNE			BUDGET	BUDGET	BUDGET	June
RECREATION REVENUE	2008	2009	2010	FY 2011	ADJUSTMENTS	FY 2011	2011
Program Fees - Recreation	\$ 152,824	\$ 159,269	\$ 148,449	\$ 187,533	\$ -	\$ 187,533	\$ 159,820
Programs Fees - Kedron	124,585	110,749	138,759	130,116	-	130,116	153,790
Program Fees - Gathering Place	21,627	21,891	18,701	26,105	-	26,105	15,790
Facility Rental - Recreation	13,470	4,740	4,475	9,612	-	9,612	8,013
Facility Rental - Kedron	2,649	4,141	8,515	7,169	-	7,169	6,990
Facility Rental - Gathering Place	4,062	4,538	7,351	5,676	-	5,676	6,976
Program Fees - Pool Revenue	67,364	80,491	101,534	135,660	-	135,660	115,853
Program Fees - Rec Pool Revenue	8,547	6,063	8,085	34,650	-	34,650	8,272
Library Fines & Fees	34,004	33,400	27,935	45,030	-	45,030	32,503
	\$ 429,132	\$ 425,282	\$ 463,804	\$ 581,551	\$ -	\$ 581,551	\$ 508,007

Recreation Programming Notes

Adult Athletics: Spring Volleyball (22 teams) and Softball (69 teams) ended in June. Summer Basketball (17 teams) started in June and Softball (63 teams) begins in July. Summer Camps: 29 camps, 815 participants, \$106,035 revenue.
 Classes: 86 classes offered, 324 participants, \$15,140 in revenue.
 Tournaments / Swim Meets: Adult Volleyball and Softball end of the Season Tournament. Lacrosse Tournaments. City Wide Swim Meet (9 teams and about 500 swimmers). Youth Triathlon.
 Pool Revenue: Glenloch (\$3,830) / Kedron (\$32,163) for June.
 Special Events: Working on 4th of July.
 Rentals: 36 rentals, \$6,910 in revenue for June. Kedron: \$40,000 ahead of last year. 30% increase.

Upcoming Adult Softball Tournament Rental July 1 & 8th. July 4th activities

Library Notes:

The library set a new record for circulation in June 2011 circulating 50,722 items, previous record was 50,722. This is only the second time the library has topped 50K in the facility's history. These are huge numbers for a collection of approximately 96,000 items.
 We continue to see a rise in use of Georgia Download Destination (GADD), the service that provides downloadable audio books and eBooks for library patrons. There were 463 downloads recorded for Peachtree City Library patrons in June.

PEACHTREE CITY POLICE DEPARTMENT

2011 MONTHLY REPORT

MAY 2011

JUNE 2011

2011

2010

Calendar Year to Date Calendar Year to Date

PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary

TOTAL PART I CRIMES	36	31	192	241
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<u>DUI ARRESTS</u>	13	8	92	91
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	10	4	53	44
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OTHER ARRESTS

PROPERTY CRIMES	19	12	96	117
PERSON CRIMES	6	5	33	52
CITY ORDINANCES	46	39	264	296
TRAFFIC OFFENSES	39	22	152	207
OTHER	47	40	217	301

<u>CALLS ANSWERED:</u>	6,296	5,575	33,907	27,241
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TRAFFIC:

CITATIONS ISSUED	846	677	4,659	4,993
WARNINGS	1,043	963	6,070	6,371
ACCIDENTS	113	90	527	522

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HUDDLESTON	6
HWY 54 / PEACHTREE PARKWAY	4
HWY 54 / ROBINSON ROAD	3
HWY 54 / COMMERCE DRIVE	2
HWY 54 / MACDUFF PARKWAY	2

Code Enforcement Monthly Report

June 2011

Case Types	New Cases	Notice of Violations		Citations	Unfounded
		<u>Reactive</u>	<u>Proactive</u>		
Cleanliness of Premises (Grass)	81	3	77	1	0
Cleanliness of Premises (Trash)	18	4	13	0	1
Cleanliness of Premises (Automobiles)	7	0	7	0	0
Parking Restrictions	15	0	15	0	1
Accessory Use to Dwellings	15	0	15	0	0
Signs Violations	10	0	10	0	0
Miscellaneous	23	8	14	0	1
Subtotals		15	151		
TOTALS	169	166		1	3

Signs Confiscated	148
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Tree Removal Permits Processed	142	Total Trees	776
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Public Works Monthly Reports - June 2011

Activity Description	Unit	June-11	FY2011 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	1.0	1.0	3
Average time to respond to a citizen complaint and assign action	Days	4.7	5.8	5
Streets				
Street Patching	Hrs.	38	1,458	2,500
Street Crack Sealing	Hrs.	0	160	435
Street General Maintenance	Hrs.	789	4,556	2,000
Storm Water Maintenance	Hrs.	362	3,483	12,480
Cart Paths				
Cart Path Paving	Ft.	0	10,478	21,000
Cart Path Litter Removal	Hrs.	113	1,627	1,250
Time to remove trees on paths once reported	Days	2.0	1.7	2
Cart Path Drainage Maintenance	Hrs.	143	2,014	1,450
Cart Path General Maintenance	Hrs.	646	5,685	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days	1.0	1.0	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	30	155	500
Contracted Services				
Time for contractor to remove trees once notified	Days	3.3	2.6	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	1.5	1.8	2
Time for contractor to remove dead animals and debris for road once notified.	Days	1.3	1	1
Fleet Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	4.1	4.1	3
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	4	5.1	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	N/A	0	6
Ratio of time spent on preventative maintenance versus other repair items		.75 TO 1	0	2 to 1

Note: General maintenance line items include activities not included in paving operations. These include but are not limited; storm clean up, litter removal, curb repair etc.

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

June 2011 - 2

Term of Appointment

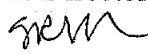
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples 10/1/96 - 9/30/12	16	16	16	0		100%
Lynda Wojcik 10/7/10 - 9/30/13	16	16	14	2	09/13/2010, 03/21/2011	88%
Horace Batiste 10/7/10 - 9/30/13	16	11	10	1	03/21/2011	91%
David Conner 10/7/10 - 9/30/13	16	11	10	1	06/13/2011	91%
Frank Destadio APPOINTED TO FULFILL JOE FRAZAR'S UNEXPIRED TERM 4/21/11 - 9/30/12	16	3	3	0		100%

CITY OF PEACHTREE CITY

MEMORANDUM

TO: Mayor and Council

FROM: City Manager 
Interim Community Services Director 
Recreation Administrator 

DATE: July 7, 2011

SUBJECT: Consider Approval of Agreement with Youth Football Association

Recommendation:

That Council approves the attached agreement between the Youth Football Association and the City and authorizes the Mayor to sign this agreement.

Discussion:

The City's youth sports programs are operated by volunteer youth sports associations. Each year the City enters into agreements with the various organizations that use City facilities to conduct their programs. These agreements are reviewed and approved each year. The Peachtree City Packers Youth Football Association has changed the association's name to the Peachtree City Chiefs Youth Football Association. Therefore the agreement needs to be approved with the new association name.

Budget Impact: No negative budget impact.

General

Youth Sports Association Facility Agreement between

(Association Name)
And The City of Peachtree City

BACKGROUND: The City of Peachtree City is fortunate to have volunteers who execute youth sports programs on behalf of the City. In this unique partnership, the City provides manpower, budget, and resources to construct and maintain quality sports fields and facilities. Youth sports associations provide volunteer personnel, and in some cases paid staff, to staff, organize, plan and administer outstanding youth sports programs. Together, this team ensures that wholesome, healthy and enjoyable recreation activities are available to literally thousands of youth in the City. While the City Administration does not get closely involved with the structure, organization or administration of Association operations, the City Recreation Department must remain accountable and responsible to citizens for any actions taken on its behalf by any affiliate organization, including youth sports associations. Since the city provides valuable assets to the Associations, Associations must be prepared to provide their services in consonance with existing City policies, ordinances and good business practices.

GENERAL:

1. The Association agrees to provide a Recreational youth sports program as a service for the City. In return for providing the youth sports program and for fulfilling the other requirements of this Agreement, the City grants facility or field usage at the appropriate parks.
2. The term of this Agreement will begin on January 1, 2011 and shall terminate on December 31st, 2011; provided, however, that this Agreement will automatically renew for a term of January 1 to December 31 of each succeeding year, for five years, unless written notice is given by either party of its intention to not renew this agreement at least sixty days prior to the expiration of the then current term. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party.
3. The City agrees to authorize the _____
(Association Name)
to use the field(s) and facilities on a non-exclusive basis to conduct a recreational program at the following locations:

For purposes of this agreement, a recreational program is designed as a program where all children who register under existing association guidelines will be able to play on a team that matches their age and ability. This agreement also covers other Georgia State

sponsored youth sports, such as traveling teams, All Star teams. As such, these programs fall under the same policies of this agreement.

4. The Association must provide annually, prior to the beginning of their first (or only) playing season, to the Recreation Department the current versions of:

- a list of Board of Directors and/or Association Officers
- a current roster of participants, to show how many youth participate, and where they reside (individual city or out of county)
- a proposed budget for the upcoming year
- a complete financial statement from the previous year
- current set of by-laws, with amendments if applicable

- proof of liability insurance/certificate of insurance coverage: Association shall carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall; (i) name City as an additional insured(s); and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VI" or better (or otherwise approved by City, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to City. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to City by Association at least annually or upon request by City.

5. In order to prevent possible conflict of interest, no youth athletic association officer or board member may be employed or otherwise involved with any commercial enterprise that specializes in the type of sport or activity that the association provides (i.e. hosting tournaments whether as part of or not part of a part of the association's regular season.) Should there be any question as to the eligibility of a potential officer or board member, the Parks and Recreation Department must be contacted and involved in the final decision.

6. Each Association is responsible for the appropriate certification of coaches in accordance with the rules and requirements of their governing organizations. Records of certification may be requested by the Recreation Department, but are not a requirement at this time.

7. The Association will provide the Recreation Department copies of minutes of all regular meetings, and all annual or special called meetings of the officers, Board of Directors or general membership within 30 days of each meeting. In addition, the City requests that the Association provide copies of any newsletters or special correspondence to membership.

8. The Recreation Department (Recreation Administrator) will hold periodic Sports Council meetings, attended by presidents and/or designated representatives of every association. This is a forum to discuss common issues, coordinate schedules, and otherwise engage in useful communication with the Recreation Department and other

associations. The Association president understands that it is his/her responsibility and obligation to attend these meetings, held at the Recreation Department, or to appoint a representative who can speak for the association.

9. The Association, through its agents, shall have the authority to seek the removal of participants or spectators who become unruly or disruptive as determined by the Association or its agents. In such event, the Association shall first attempt to have such person removed, and, if such attempt is unsuccessful, shall immediately contact the Peachtree City Police Department for assistance.

SCHEDULES

10. **The city has the authority to reserve the fields/facility for city events provided adequate notification has been made to the field/activity users.**

11. **Inclement Weather** – All organizations must adhere to the policies listed in the event of inclement weather.

- A. **Lightning and thunder** – All play will be suspended following the first sound of thunder and/or sighting of lightening and *no play* will resume until 30 minutes has elapsed without a new sighting of lightning or audible thunder.
- B. **Severe weather watch** – Once a severe weather watch is announced, the organization will prepare to stop play and secure the facilities. The organization officials will monitor the weather conditions and contact their athletic coordinator to determine playability and safety of the facilities and its users.
- C. **Severe weather warning** – ***ALL PLAY SHALL STOP!*** All players, spectators, coaches, and league officials must leave the facility in an orderly manner. The facility will be closed until there is notification that weather conditions have cleared enabling safe usage.
- D. **Extreme Heat/Cold** – In the event the National Weather Service issues an advisory regarding extreme heat or cold conditions, the organizations must alter and/or cancel program activities to ensure safety of the participants.

12. The Association agrees to provide the Recreation Department with a written general schedule of games and practice times **prior** to the first scheduled game or practice. Dual seasons (fall/spring) will require dual schedules. Schedules should list, at a minimum fields/facility, dates and times. The Association will also provide updates or changes to the original schedule. It is understood by both parties that this schedule can be of a general nature with blocks of time required for games and practices. The Recreation Department must review the schedule (which must include all times needed for games, practices and field maintenance) before the Association can use the fields. Once the Recreation Department has approved the schedule, the Association shall have exclusive use of the fields for all times listed on the approved schedule.

13. The Association may schedule the use of the fields by other groups or entities approved by the Recreation Department if the Association has confirmed the use does not conflict with maintenance requirements or planned activities by the Recreation Department. No other group, to whom a field has been assigned, may charge a fee or allow another group to use the field(s) in their place. If payment is appropriate (as determined by the Recreation Staff on a case by case basis), the Recreation Department shall require payment from the requesting group or entity at the rates established by the City Council. The Recreation Department shall receive from such group or entity the payment of all deposits, all insurance information, all liability waivers required by the Recreation Commission, and a completed users agreement before the group may use the field. Any group that has an outstanding balance with the City for prior field rental shall not be allowed to use the field until all monies owed have been paid to the City.

FACILITIES/SECURITY

14. The Association agrees to police all areas being used to ensure that trash and litter are cleaned up after use. These areas include any support structures at a facility used by the Association. A cleanup deposit of \$250 will be assessed at the beginning of each Association's season. If cleanup for each event is not done in a reasonable amount of time and the City is required to do the cleanup, then the cost to the City will be deducted from that deposit. It is the Association's responsibility to ensure that the cleanup deposit is restored to \$250 if deductions have been made. The assessment will be implemented only if there is repeated abuse. This deposit is traditionally carried over to the next year.

15. The Association shall notify the Recreation Department of any damage, vandalism, needed repairs and/or safety issues at their respective parks as soon as possible, not later than the next working day. If damage is a result of Association members' negligence or failure to comply with accepted operational or security measures, the Association may be held responsible for reimbursing the city for all or part of repair costs.

16. The Association is responsible for monitoring the restrooms during their use of the facility. Hourly inspections are suggested to ensure that their members are not purposely or inadvertently causing damage to the facilities. Repairs to damage that can be specifically tracked to Association members will be deducted from the security deposit, and it will be the association's responsibility to restore the fund to \$250. The Association is also responsible for locking restrooms at the conclusion of their session. Restrooms are only available for association's usage.

17. The Association must not allow any alcoholic beverages and/or illegal drugs to be consumed on City property or in City facilities during the times they are using the specific facilities.

18. During the Association's usage of the facility, the Association shall allow no vehicles in other-than designated parking areas, including concession buildings and office areas, unless specifically authorized by the Recreation Department. The City's police

department may issue citations for illegally parked vehicles, or for reckless operation (speeding, etc.) of vehicles on City property.

19. The Associations will be responsible for lining their fields for play. Supplies (i.e. line marker and marble dust) are provided by the City, via the Recreation Department, for association use only during their regular season and post-season tournaments. In such cases, associations do not have the authority to allow other organizations to use the supplies, or to use the supplies as barter for in-kind trade.

20. The Association is responsible for turning off all applicable lights (field and facility) at the conclusion of each night's activities, and locking any designated gates or doors. A monetary penalty may be assessed against the association for lights left on unnecessarily, or for damage caused by doors or gates not being properly secured. There is a constant and significant expense associated with field lighting that requires constant management by the Association. If energy management initiatives are not aggressively pursued by the Associations, then the Associations may be responsible for funding the field lighting costs.

21. The Association shall not be allowed to alter, add, delete or improve the facilities without prior written consent by the Recreation Department. Such alterations, additions or improvements shall meet existing applicable City codes, and become and remain City property. Capital improvements must be approved by City Council.

22. No association can bid to host an out of city invitational tournament or camp without the city's prior approval/permission. The rental fees, established by Mayor and Council, will be assessed for tournaments held "above and beyond the regular season."

23. For any tournaments or other activities outside routine recreational activities (i.e. Opening Day Events) where large amounts of trash are expected, Associations should rent adequately sized dumpsters for the duration of the activity, and ensure that trash bags are deposited in the dumpster(s). Dumpsters should be removed from the site the last day of or the day after the tournament or activity.

24. The Association will be required to complete a separate contract for every tournament, camp or clinic hosted above and beyond the regular season.

25. Associations that want to serve food items should be inspected by the Fayette County Health Department. It will be the responsibility of the association to contact the County Health Department to explain the level of food service the association will be using. It is also the association's responsibility to provide the city with documentation, from the Health Department, as to the permit issued.

26. The city has a formal agreement with the Atlanta Coca-Cola Bottling Company to furnish scoreboards and coolers to all youth associations. This agreement includes purchase and installation of the scoreboards as well as yearly upkeep and any repair work needed throughout the year. All this is free to the city and the association. Per the agreement, all products are **required** to be purchased "...directly from the Atlanta Coca-

Cola Bottling Company at wholesale prices to be exclusively at the Facility, including all concession stands, coolers and vending machines. No competitive products shall be made available...." If the association chooses not to purchase their coke products from the correct vendor, the Atlanta Coca Cola Bottling Company will come take their scoreboards and coolers. Then it will be the responsibility of the association, and not the city, to furnish their own scoreboards and coolers.

27. The Association is encouraged to hire a parks maintenance employee to assist with the trash pick-up and restroom checks during a large event (i.e. tournament, Opening Day Event or for large regular season events. The employee should be contracted by the Association at a rate of \$25.00 per hour. Payment would need to be made directly to the employee but scheduling would be coordinated through the Recreation Department.

28. The City and the Association acknowledge that a comprehensive field maintenance Program is required to preserve the life of the fields, reduce long-term capital expenditures and ensure safe playing conditions. The City provides certain services in accordance with the available budget and human resources. In turn, the Association will supplement this maintenance effort either with materials, funding or other available resources at their disposal. Within forty-five (45) days prior to the signing of the 2011 agreement, key representatives of the Association and the City will meet to develop a joint maintenance program outlining frequencies, services and which party will perform these functions. The City and the Association will coordinate to ensure compliance with the program. An addendum will be added to each agreement documenting a joint maintenance program.

29. The city's insurance covers only the city's buildings and fields. It is the responsibility of the Association to insure any contents stored in its concession stands, office and storage building.

30. The association will continue to be required to have a background check process in place for all coaches and assistant coaches involved with the association. Associations shall not engage coaches or staff who have questionable background checks.

31. Associations may utilize meeting rooms at the Gathering Place and the Kedron Fieldhouse and Aquatic Center for annual meetings, registrations and drafts as long as the spaces are available for the requested times/dates. Should an individual team desire to host a separate event (such as a team party) at one of these facilities, the rental fees will be applied.

FINANCIAL

32. **Financial Records:** Detailed financial records (monthly/annually) shall be maintained by the Association for inspection by the City, including Receipts and Disbursements, Beginning and Ending Cash Balances and Bank Reconciliation. Financial records, receipts, and disbursements shall be maintained by the Association.

33. **Audit:** The City reserves the right to conduct an internal audit (conducted by City staff) of the Association's financial records at any time. Audits can be conducted with no advance notice and the Association should be prepared to produce the requested information or documentation. The City will absorb the cost of conducting these internal audits. Moreover, if warranted by the City based on results of the internal audit, an independent audit (on the cash basis of accounting) by a Certified Public Accounting firm may be required. The Association will be responsible for the cost associated with this independent audit.

34. The association will create and maintain a field maintenance line item, in their budget, to be funded in accordance with stipulations in the addendum to their agreement.

35. For associations sharing facilities, following the conclusion of a season, the entire concession stand and storage area will be cleared for the next association's season. Should an association choose to sell another association remaining concession products, this transaction needs to take place prior to the beginning of the next association's season.

36. As soon as possible, but prior to the conclusion of the season, the association must submit back-up documentation (based on registration numbers) to support the per season/per player facility maintenance fee assessed to each association. These funds will be placed in a city account that is a fenced account and can only be used for operation & maintenance to the facility for that sport. The association can make additional deposits to this account if they so choose. Funds can be accumulated, but must be spent, wholly or partially, in a three (3) year period from the time monies are deposited, unless extended by mutual agreement of both the association's governing body and the director of leisure services or the recreation commission. There is no limit to how much can be spent on a project, so long as it is a permanent improvement to the appropriate facility. The city and the association must agree upon expenditures from their special account.

37. Association agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, or assignees, including attorney's fees and costs of litigation which arise, in whole or in part, from this Agreement. The duties set forth in this paragraph with respect to any claims or liability occurring or caused prior to any expiration or termination of this Agreement shall survive such expiration or termination.

Signed and agreed upon this date by:

Youth Association President

Mayor

Date

Date

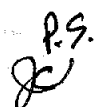
Approved by Recreation Commission

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: James L. Pennington, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 
Janet I. Camburn, Assistant Finance Director

DATE: July 12, 2011

SUBJECT: Budget Amendments – Fiscal Year 2011
July 21, 2011 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to amend the 2011 budget resolution.

Discussion:

Attached please find budget amendment 11-022 submitted for your approval. This amendment establishes a budget in Fund 209 for the latest CERT Grant received from GEMA for the Police Department CERT program.

Budget Impact:

The budget impact is an increase in the Special Revenue Fund 209 of \$10,999 for both revenue and expenditures.

If you have any questions, please contact either Paul Salvatore or Janet Camburn.

Thank you for your attention to this matter.

Attachment

JIC/BUDGET AMENDMENTS – FY 11 – 7/21/2011 – CONSENT AGENDA

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER _____

DATE July 21, 2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
209-3210-531175	xxx	Operating Supplies	7,384	
209-3210-531725	xxx	Uniforms	1,415	
209-3210-523700	xxx	Education & Training	1,200	
209-3210-523400	xxx	Printing & Binding	1,000	
209-3210-334100	xxx	State Operating Grant - GEMA	10,999	

To set up CERT Operating Grant from GEMA - Grant FIPS #113-59724-99, GAN #2010-SS-T0-0034, Budget Worksheet #2515.

Entered _____

Approved _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James L. Pennington, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 
Janet I. Camburn, Assistant Finance Director

DATE: February 8, 2011

SUBJECT: Official Intent Resolution (Reimbursement Resolution)
July 21, City Council Consent Agenda

Recommendation:

That City Council adopt the attached Official Intent Resolution (Reimbursement Resolution) that will allow the City to seek reimbursement through a financing process for budgeted expenditures made prior to actual financing arrangements.

Discussion:

In February 2011, City Council approved an Official Intent Resolution in an amount not to exceed \$250,000 for the acquisition and installation of a bubble at the Kedron Fieldhouse and Aquatic Center. On June 16, 2011, the final results of the bid process for the bubble and installation were presented to Council. On that date, City Council approved the bubble project in an amount not to exceed \$460,000. With this approval an updated Official Intent Resolution is required in order to finance the full amount of this project in the future.

Budget Impact:

There is no specific budget impact in approving the resolution. The budget impact has occurred with the approval of the budget amendment for the acquisition and installation of the bubble.

OFFICIAL INTENT RESOLUTION

WHEREAS, the City of Peachtree City (the "City") expects to obtain financing (the "Obligations") through the Peachtree City Governmental Finance Corporation, Inc., in a principal amount not to exceed \$500,000 to finance the costs of acquiring and installing a bubble type structure over the pools at the Kedron Fieldhouse and Aquatic Center (the "Project"); and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys in its General Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund or moneys used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peachtree City, and is hereby resolved by authority of the same, as follows:

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for moneys used to pay expenditures related to the Project.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS _____ day of _____, 2011.

CITY OF PEACHTREE CITY

(SEAL)

By: _____

Donnie O. Haddix
Mayor

Attest:

Ann E. Tyler
City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

I, **ANN E. TYLER**, City Clerk of the City of Peachtree City, **DO HEREBY CERTIFY** that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of the City of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at _____ p.m., on the _____ day of _____, 2011, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye _____ Nay _____

WITNESS my hand and the official seal of the City of Peachtree City, this the _____ day of _____, 2011.

Ann E. Tyler
City Clerk

(SEAL)

SUMNER | MEEKER
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770

TO: Mayor and Council
City of Peachtree City

FROM: Theodore P. Meeker, III *TPM*
City Attorney

DATE: July 15, 2011

RE: Request for Easement from Airport Authority

The Peachtree City Airport Authority has submitted a request for an easement to locate a water line in the parcels that were acquired by the City for the construction of the TDK Boulevard Extension.

The Airport Authority is making this request so as to re-locate the proposed water line outside of its runway safety area.

If you have any questions, please contact me.

TPM/
Attachment

Return to: Warner, Hooper & Ramsey
900 Westpark Drive - Suite 210
Peachtree City, Georgia 30269

STATE OF GEORGIA

COUNTY OF FAYETTE

WATERLINE EASEMENT

This indenture made this ____ day of July, 2011, between the CITY OF PEACHTREE CITY, a municipal corporation chartered under the laws of the State of Georgia, hereinafter called Grantor, and PEACHTREE CITY AIRPORT AUTHORITY, a public authority organized and existing under the laws of the State of Georgia, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective transfers, successors and assigns where the context requires or permits.).

WITNESSETH: that Grantor for and in consideration of the sum of ten and no/100 (\$10.00) dollars, and other good and valuable consideration, does hereby grant and convey unto Peachtree City Airport Authority a non-exclusive, perpetual easement over, through, under, and across certain real property located in Land Lots 54 and 56 of the 6th District of Fayette County, Georgia, and being more particularly described in Exhibit "A" attached hereto and made a part hereof. The easement herein granted shall be used by Grantee, its successors and assigns, for the purpose of (i) constructing, installing, maintaining, and replacing a water line and additional water lines, if necessary, extending through and under said easement area for the purpose of transporting and conveying water from water facilities of Fayette County located in the vicinity of the dam currently being constructed for Lake McIntosh to the existing Fayette County Water Treatment Plant located adjacent to the Atlanta Regional Airport, and (ii) providing Grantee with ingress and egress for the purpose of installing, constructing, inspecting, and maintaining any such water line or lines traversing the area of the easement granted herein.

In the exercise of its rights hereunder, Grantee, upon the commencement of construction and installation of the initial water line, shall diligently pursue such construction to completion and, upon completion of the construction, shall reasonably return the surface area to its original condition, and thereafter maintain the same in a neat and orderly manner. Notwithstanding the foregoing, Grantee shall have the right to remove from the easement area any timber, shrubs, limbs, underbrush, and other materials which interfere, or which may tend to interfere, with the full use and enjoyment by Grantee of the easement rights herein granted.

Grantor warrants and will forever defend unto Grantee the right and title to the property interest herein granted against the claims of all parties claiming by, through, or under Grantor only, but not further or otherwise.

This instrument and the agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor has signed and sealed this Waterline Easement on the date above written.

GRANTOR:

CITY OF PEACHTREE CITY

By: _____

Donald Haddix
Mayor

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

[CITY SEAL]

EXHIBIT "A"

Easement Area

TRACT I:

All that tract or parcel of land lying and being in Land Lots 54 and 56 of the 6th Land District of Fayette County, Georgia, being more particularly described as follows:

The easement area consists of a 20-foot wide strip of land lying immediately north of, adjacent to, and contiguous to the lines designated as "L-13" and "C-14" on the property designated as "Future Contract 4(D)" on that certain plat of survey prepared for Peachtree City Airport Authority, dated April 15, 2006, recorded in Plat Book 43, Page 89, records of the Clerk of the Superior Court of Fayette County, Georgia, which plat is incorporated herein by reference thereto.

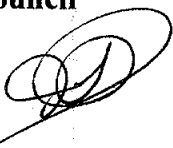
TRACT II:

All that tract or parcel of land lying and being in Land Lot 56 of the 6th Land District of Fayette County, Georgia, being more particularly described as follows:

The easement area consists of a 20-foot wide strip of land lying immediately west of, adjacent to, and contiguous to the line designated as "C-3" on the property designated as "Future Contract 4(A)" on that certain plat of survey prepared for Peachtree City Airport Authority, dated April 15, 2006, recorded in Plat Book 43, Page 89, records of the Clerk of the Superior Court of Fayette County, Georgia, which plat is incorporated herein by reference thereto.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: July 12, 2011
SUBJECT: Discuss Donating Dive Team Equipment to Henry County Fire Dept.
July 17, 2011 City Council Meeting

Recommendation:

That Council discuss either funding the Dive Team or donate the existing Dive Team equipment and related items as surplus property and authorize the city to donate it to Henry County Fire Department.

Discussion:

At the June 16, 2011 City Council meeting, there was an agenda item discussion regarding the surplus and donation of the recently disbanded Peachtree City Fire Department Dive Team equipment. During that discussion, Council Member Sturbaum asked that this item be continued until after the FY2012 budget meetings in the hopes that the Dive Team would get the additional funding needed in FY2012. Council voted and agreed to continue. Council Member Imker has asked that this be brought up for discussion at this time since no discussion had taken place in any budget meetings to date regarding the additional funds needed in FY2012.

Budget Impact:

Decrease in Dive Team equipment maintenance funding.

CITY OF PEACHTREE

INTEROFFICE MEMORA

Revised memo

Please review &

sign.

P.S.

TO: Mayor and City Council
VIA: City Manager
FROM: Financial Services Director *P.S.*
DATE: July 14, 2011
SUBJECT: Consider full redemption of 2006 DAPC Revenue Bond
July 21, 2011 City Council Meeting

Recommendation:

Consider appropriating funds in the city's General Fund to pay off the balance due on the 2006 Development Authority of Peachtree City Revenue Bonds, and issuing the required 30-day redemption notification to RBC Bank.

Discussion:

The city recently engaged the firm of R.W. Baird to analyze the city's outstanding debt issues and identify any opportunities for cost savings. The results of the analyses revealed that there were several opportunities for realizing savings by refinancing 3 particular debt issuances, including the 2004 Library G.O. Bond, the 2007 Bricks & Mortar note with BB&T and the 2006 Energy Performance equipment lease. The financial advisors indicated that there would be an estimated total net present value savings of \$162,005 if all of these debts were refinanced as of September 1, 2011. A summary of their analysis of these debts is attached to this memo.

Staff was also asked to see if there would be savings on two additional debts if they were paid off in cash due to the fact that these two debts carry the highest interest rate of all debts outstanding. One of these debts was for the purchase of land on Highway 54 West, which carries an annual interest rate of 6.12%. Due to costly breakage fees on this loan, it was determined that it would not be financially feasible to pay off this loan. The loan with the second highest annual interest rate (5.93%) is the 2006 DAPC Revenue Bond. For this debt, the analysts concluded that there would be a net reduction in total loan payments of \$53,841.20 if this loan was paid off as of September 1. The total payoff amount on that date will be \$784,139.05 (see attached email).

If Council wishes to move forward with paying off the bond on September 1, the bond documents require that the bank (RBC) be provided a written redemption notice 30 days prior to the planned redemption date. A copy of the notice would also be sent to the DAPC.

Budgetary Impact:

Annual loan payments of approximately \$143K would be eliminated for FY's 2012 -2017.

City of Peachtree City
Summary Refinancing Analysis - September 1, 2011 Closing Date

	Original Amount Borrowed	Percentage Rate	Outstanding Principal a/o 9/1/11	Net P.V. Savings
<u>General Obligation Bonds</u>				
2004 Library	\$4,900,000	3.410%	\$2,995,000	\$51,706.17
<u>Lease Purchase (Brick & Mortar)</u>				
2007 Note w/BB&T	\$2,350,000	3.960%	\$1,886,698	\$80,929.83
<u>Equipment Lease</u>				
2006 Contract - Energy Performance	\$1,279,630	4.029%	\$746,766	\$29,369.32
Total Net Present Value Savings Estimated:				<u><u>\$162,005.32</u></u>

Paul Salvatore

From: Dickson, Ellen [EDickson@rwbaird.com]

Sent: Tuesday, July 05, 2011 2:05 PM

To: Paul Salvatore

Cc: Barnes, Todd

Subject: Development Authority Series 2006

Hey Paul,

I hope you had a great holiday weekend!

For the Development Authority Series 2006 financing, if you paid it off with cash on 9/1/2011, RBC provided a total payoff amount of \$784,139.05. If you continued to pay as usual starting 9/1/2011 until the final maturity, then you would pay a total of \$837,980.25 (\$705,000 of principal + \$132,980.25 of interest). With the difference between the two options being \$53,841.20.

If you have any questions, just let us know.

Thank you,
Ellen

Ellen Dickson
Assistant Vice President
Southeastern Public Finance
Robert W. Baird & Co.
404-264-2234



Robert W. Baird & Co. Incorporated does not accept buy, sell or other transaction orders by e-mail, or any instructions by e-mail that require a signature. This e-mail message, and any attachment(s), is not an offer, or solicitation of an offer, to buy or sell any security or other product. Unless otherwise specifically indicated, information contained in this communication is not an official confirmation of any transaction or an official statement of Baird. The information provided is subject to change without notice. This e-mail may contain privileged or confidential information or may otherwise be protected by other legal rules. Any use, copying or distribution of the information contained in this e-mail by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer on which it exists. Baird, in accordance with applicable laws, reserves the right to monitor, review and retain all electronic communications, including e-mails, traveling through its networks and systems. E-mail transmissions cannot be guaranteed to be secure, timely or error-free. Baird therefore recommends that you do not send any sensitive information such as account or personal identification numbers by e-mail.

07/12/2011

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 

FROM: Financial Services Director *R.S.*

DATE: July 14, 2011

SUBJECT: Public Hearing – FY 2012 Budget
July 21, 2011 City Council Meeting

Recommendation:

Hold public hearing to gain input from public regarding the FY 2012 proposed budget.

Discussion:

Per O.C.G.A. 36-81-5, the City is required to hold a public hearing at which time any persons wishing to be heard on the proposed budget may appear. Staff will present a brief Powerpoint presentation describing highlights of the proposed budget, and will be prepared to answer questions. Staff will also provide information to Council that was requested at the last workshop meeting and seek feedback from Council regarding any adjustments that Council wants to see made to the manager's proposed budget.

Budgetary Impact:

N/A

POSITION PAPER

Proposed Variance: 643 North Fairfield Drive
Lot 191, Fairfield subdivision (Phase 5)

Planning and Zoning Administrator
July 14, 2011

David
N

B

Situation:

Mr. and Mrs. Johnathan Brownlee ("Applicant") own the property located at 643 North Fairfield Drive within Phase 5 of the Fairfield subdivision. The subject tract is 4,000 SF (0.09 acres) in size and is zoned GR-12 General Residential. The rear property line abuts a city-owned greenbelt.

The rear of the home was constructed along the rear building setback, which is 20' from the rear property line. The Applicant desires to construct a 12' wide by 20' long deck on the rear of the home. The proposed deck would encroach 12' into the required 20' rear building setback.

In order to permit this encroachment, the Applicant must first secure a variance from the city. The variance application is included as Attachment "A".

Facts:

1. The Fairfield subdivision is zoned GR-12 Residential, which permits up to twelve (12) units per acre. Fairfield is considered a cluster subdivision.
2. Lot 191 is located within Phase 5 of the Fairfield subdivision and is 4,000 SF (0.09 acres) in size.
3. The GR-12 zoning district was established with a minimum front building setback of 15' and a rear building setback of 20'. The front of the home was constructed 15.5' from the front property line and the rear of the home was constructed along the rear building setback line.
4. The rear property line abuts a city-owned greenbelt.
5. The subject tract falls in grade from North Fairfield Drive to the city-owned greenbelt. The existing home was constructed such that the front door is level with the grade of the street; a basement level is located on the rear of the home with access into the rear yard.
6. The proposed deck would be constructed off of the main living level of the home. Because the rear of the home was constructed along the rear building setback, the proposed deck would extend into the rear building setback.
7. The Applicant has provided letters from the adjoining property owners indicating their support of the proposed variance.

Proposed Variance: 643 North Fairfield Drive

July 14, 2011

Page 2

Discussion:

The Applicant desires to increase and enhance the size and usability of the existing home by constructing a deck off of the main living level towards the rear property line. The rear of the home was constructed along the rear building setback and the subject tract slopes in grade from the street to the rear property line. The proposed deck would extend 12' into the rear building setback. There are no other options to extend the living space of the home towards the rear of the property without first securing a variance.

Because of the size of the subject tract, the placement of the existing home, and the topography of the existing lot, the proposed deck would extend 12' into the rear building setback. The rear property line abuts a city-owned greenbelt. To date the city has issued variances to two (2) property owners on North Fairfield Drive with similar situations in order for them to construct a deck off of the rear of their home.

Review criteria:

Based on the review criteria established within Section 1207 of the city's Zoning Ordinance, City Council shall not grant the request unless all of the following findings can be made:

- (a) **There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;**

Staff findings:

- *The subject tract is located within an approved cluster subdivision.*
- *The subject tract falls in grade from North Fairfield Drive to the rear property line such that the main living level is constructed over a basement level. The basement level has access to the rear yard.*
- *The subject tract abuts a city-owned greenbelt along the rear property line.*
- *The rear of the home was constructed along the rear building setback line. As such, no additions can be constructed along the rear of the home without first securing a variance.*

- (b) **The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;**

Staff findings

- *The established rear building setback within the Fairfield subdivision is 20'.*
- *The existing structure was constructed along the rear building setback and complies with all required building setbacks.*

Proposed Variance: 643 North Fairfield Drive

July 14, 2011

Page 3

- *There is no way to expand the existing structure towards the rear without first obtaining a variance.*
 - *Previous City Councils have granted variances for at least two (2) homes on North Fairfield Drive in order for them to construct decks on the rear of their homes. Lot 192 was granted a variance of 10.1' and Lot 193 was granted a variance of 11.1'.*
 - *The Applicant is requesting a variance of 12' in order to construct a deck on the rear of his home.*
 - *Because the home was constructed at the rear building setback (20'), there is no way to construct the deck on the rear of the home without a variance.*
- (c) **There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;**

Staff findings

- *The subject tract is within a cluster subdivision and is 0.09 acres.*
 - *The existing home was constructed at the front building setback and the rear building setback, leaving minimal room for expansion.*
 - *The existing lot falls in grade from North Fairfield Drive to the city-owned greenbelt.*
 - *The main living level of the home is at grade with North Fairfield Drive. The Applicant desires to expand the main living level by constructing a deck on the rear of the home.*
 - *The rear property line abuts a city-owned greenbelt.*
 - *The proposed deck would encroach 12' into the established rear building setback.*
- (d) **The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and**

Staff findings

- *The Fairfield subdivision is considered a cluster subdivision. As such, the lots are smaller and the homes are closer together.*
- *Because of the size of the lots, many of the homes were constructed at either the front building setback line or the rear building setback line, or both. There is little room for expansion of these homes due to the size of the lots.*
- *Most of the lots along the north side of North Fairfield Drive slope from the street to the greenbelt. Because of this, many of the homes are constructed on partial or full basements.*
- *The city has granted variances to two (2) of the existing homes on North Fairfield Drive in order for them to construct a deck on the rear of the homes. Both of these decks encroach into the rear building setback.*
- *The proposed deck would not impact the homes on the adjoining property.*

Proposed Variance: 643 North Fairfield Drive

July 14, 2011

Page 4

- (e) **The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.**

Staff findings

- *Phase 5 of the Fairfield subdivision was developed in the late 1990's and is fully developed.*
- *The proposed deck would allow the Applicant to expand and enhance the usability of the main level of the existing home.*
- *The Applicant has provided letters of support from several of his neighbors indicating their approval of the variance request.*

- (f) **The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.**

Staff findings:

- *The Comprehensive Plan encourages the protection of the character of existing neighborhoods as well as redevelopment and reinvestment within these neighborhoods.*
- *The Applicant desires to enhance his property with the proposed deck.*
- *There will be no detrimental impact to the existing home or the neighborhood.*

Recommendation:

Staff recommends that the variance be approved subject to the following understandings and conditions:

1. *The variance shall be limited to an encroachment of no more than 12' into the rear building setback. There shall be no additional encroachments permitted without first securing additional variances.*
2. *A Foundation Survey shall be provided as a part of the Building Permit process.*
3. *Following completion of construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a revised Foundation Survey to the city identifying the location of the new deck. The purpose of this survey will be to ensure the new construction does not encroach any further into the building setback than permitted by this variance.*

Attachments



Please use blue or black ink to fill out this form.

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00

Variance Fee: \$250.00

Receipt # 00205978

Date Filed 05/17/11

Case # V-2011-01

Office Use Only

VARIANCE LOCATION	Street Address <u>643 N. Fairfield Dr.</u>	PROPERTY OWNER	Name <u>Lauren H. Broulee</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial/Industrial/Office		Phone <u>404-304-4072</u>
VARIANCE TYPE:	☐ Administrative ☐ Special Exception ☒ Variance (check one below)	PROPERTY INFO	Subdivision: <u>Fairfield</u>
	Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☒ Zoning		Phase: <u>5</u> Lot # <u>191</u>
APPLICANT	Name <u>J. Brent Broulee</u>	SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application)
	Address <u>643 N. Fairfield Dr.</u> City, State, Zip <u>Peachtree City, GA 30269</u> Phone # <u>678-201-3430</u> Email <u>brentbroulee@nmfn.com</u>		☒ Site plan (with property lines and proposed work) ☐ A detailed report justifying the requested variance ☐ Letters of support from adjacent property owners ☐ Digital Photographs \ Renderings (CD or Email) ☐ Other Items Demonstrating Need (topo. Survey, etc)

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application? ☒ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Does the application pertain to a zoning setback? ☒ Yes ☐ No	
	3.) Is the violation an existing setback violation? ☐ Yes ☒ No	<u>BUILD 2ND STY DECK</u>
	4.) How long has the violation existed? <u>0</u> Years	
	5.) What is the required setback? <u>20'</u> Feet	<u>NA - Need for construction</u>
	6.) How much of a variance is being requested? <u>12'</u> Feet	
	7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Has property been rezoned or deed restrictions? ☐ Yes ☐ No	
	3.) Is the violation an existing setback violation? ☐ Yes ☐ No	
	4.) Application for a bldg setback, fence, or parking? (Circle One)	
	5.) What is the required setback, height, or spaces?	
	6.) How much of a variance is being requested?	

VARIANCE	Please review the ordinances and instructions on the back of this page.	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	1.) Is a current survey included with the application? ☒ Yes ☐ No	
	2.) How much of a variance is being requested? <u>12'</u> Feet	
	3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: [Signature] Date 5/16/2011

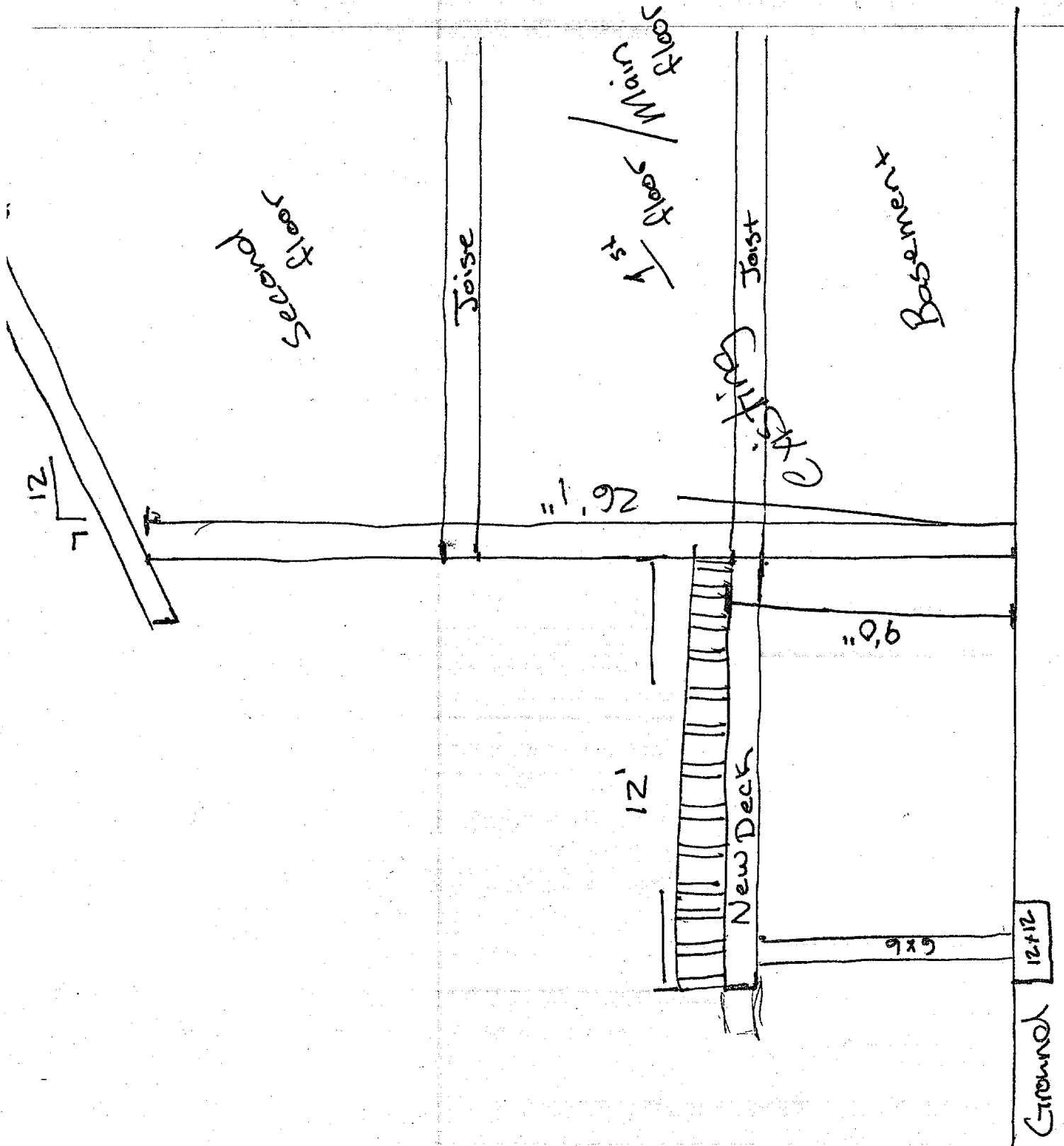
OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____	☐ Approved ☐ Denied
Date of Acceptance: _____	Date of Hearing: _____	☐ Approved with Conditions
SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:	
Signature: <u>David E. Rant</u>	Date of Acceptance: <u>05-17-11</u>	Date of Public Hearing: <u>06-16-11</u>

Detailed Report for Variance

The following report is for the justification of granting the proposed variance. The bullet points below address the questions that city council would like answered; i.e. Code 1207 (a)-(f):

- (a) Currently, properties ⁶⁴⁵~~642~~ and ⁶⁴⁷~~639~~ N Fairfield Dr. both have approved variances which were necessary for them to build a deck as well. The variance for ⁶⁴⁵~~642~~ N Fairfield was approved on 8/15/02 and ⁶⁴⁷~~639~~ N Fairfield on 8/16/2000. The rear wall of the house is approximately 20 feet from the rear property line and current code restricts building within 20 feet of the property line. Thus, an approved variance is required to build footings and a deck. The proposed footings for this deck will be 9 feet from the rear wall of the house; 11 feet from the rear property line.
- (b) See (a)
- (c) See (a)
- (d) The granting of this particular request for variance does not set any new precedent.
- (e) The granting of this request for variance will not affect the public health, safety or general welfare of the community.
- (f) The granting of this request for variance will not affect the comprehensive plan.



May 11, 2011

We are in support of an administrative variance being approved at 643 N Fairfield so that a deck can be built.

Ben and Deanna McArthur

A stylized, handwritten signature in black ink, likely belonging to Ben McArthur. It features a large, bold 'B' followed by a series of loops and a long, sweeping horizontal stroke at the end.A handwritten signature in black ink, likely belonging to Deanna McArthur. It is written in a cursive style, with the first name 'Deanna' and last name 'McArthur' clearly legible.

May 11, 2011

I am in support of an administrative variance being approved at 643 N Fairfield so that a deck can be built.

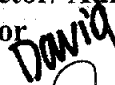
Michelle Donahue

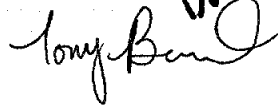
A handwritten signature in black ink, appearing to read "Michelle Donahue", written in a cursive style.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Interim Community Services Director/ Administrative Services Director 
Planning and Zoning Administrator 

FROM: Planning Coordinator 

DATE: July 13, 2011

SUBJECT: Proposed amendments to Section 908, Accessory uses, to establish guidelines specific to donation boxes on parcels zoned for retail, commercial, and industrial uses.
July 21, 2011 City Council Agenda

Recommendation:

That Council adopt the proposed amendments to Section 908, Accessory uses, establishing criteria specific to donation boxes on parcels zoned for retail, commercial, and industrial uses.

Discussion:

City Staff has seen a recent increase in requests to place donation boxes on various tracts of land within the city. There are currently no regulations pertaining to these types of structures, and the purpose of this amendment is to establish standards for permitting and placement of donation boxes. Donation boxes are typically used to collect non-perishable items such as clothing, shoes, glasses, and books for charitable organizations or recycling/resale purposes.

The proposed amendment would create a new subparagraph, 908.9, within article IX (General provisions) of section 908 (Accessory uses) of the Zoning Ordinance and would establish regulations specific to donation boxes. The placement of donation boxes is currently authorized with administrative approval from the planning and zoning administrator. This approach is not clearly articulated within the Municipal Code and results in unauthorized placement of donation boxes, confusion on the part of the applicant and staff, and inconsistent permitting and enforcement procedures. Donation boxes require planning and zoning administrator approval, which involves reviewing site plans to confirm boxes are placed outside of required setbacks and limiting box signage to no more than two square feet.

Proposed amendments to Section 908

July 13, 2011

Page 2

The proposed ordinance (Attachment "A") would require a permit for any donation box placed within the city. A donation box would be defined as follows:

DONATION BOX: an unattended container, receptacle, or similar device that is used for soliciting and collecting donations of clothing or other salvageable personal property. This term does not include any unattended donation box located within a building, which is permitted by right.

A summary and analysis of key standards follows:

- The fee for issuance of an annual Donation Box permit shall be \$25. This is to cover the administrative costs associated with the permitting process.
- Donation boxes would only be permitted on properties zoned commercial or industrial. They would not be permitted in residential areas or within the SR 54 W Corridor Overlay District. Residential and the SR 54 W areas do not typically possess the appropriate circulation/ parking characteristics to accommodate this use. Drop-off activity in these areas could be intrusive or detrimental to the character of the district.
- Donation boxes would not be permitted within a required parking space or within a required building setback. This is consistent with standards currently applied to outside displays and a review of similar ordinances from other jurisdictions.
- Donation boxes would not be permitted to cause a sight obstruction. This is consistent with standards currently applied to temporary uses and landscaping.
- Only one donation box would be permitted per lot. The intent of this provision is to avoid clustering of donation boxes, which can create an unsightly condition and also potentially result in circulation and maintenance issues. This standard is consistent with a review of similar ordinances from other jurisdictions.
- Donation boxes shall be no larger than 128 cubic feet (4' wide x 8' tall x 4' deep) and shall not exceed 8 feet in height. A survey of donation boxes currently located within the city indicates that boxes typically range from 6' to 8' in height. This standard is consistent with a review of similar ordinances from other jurisdictions.
- Donation box colors shall be low reflectance, and subtle, neutral, or earth-tone colors. High-intensity colors, metallic colors, black, or fluorescent colors shall not be used. This is consistent with the standards set forth in the retail, commercial, and industrial building design ordinance.
- Donation boxes would be required to include contact information for the operator. Easily accessible contact information for operators will assist the city in addressing any maintenance or other issues. Property owners where boxes are placed will also be responsible for maintenance and removal if operator is non-responsive.

Proposed amendments to Section 908

July 13, 2011

Page 3

- No advertising would be allowed on the box except for its specific use; the total signage shall not exceed 2 square feet in size. This is consistent with the standards set forth in the city's sign ordinance.
- Donation boxes shall be removed from vacant or foreclosed lots. The intent is to avoid maintenance and vandalism issues correlated with vacant spaces. This is consistent with the standards set forth in the city's sign ordinance.

The proposed ordinance would also require that all donation boxes be maintained in good condition with no outside accumulation of donations or debris.

Existing Donation Boxes

In recent years, the city has authorized temporary placement of donation boxes for the Books for Charity, A Better Way Ministries, and America in Action. The proposed standards outline additional criteria by which donation boxes were previously approved, and the proposed process would streamline authorization of donation boxes to a simple zoning/site review and permit approval. As a result, these previously approved donation boxes would be required to demonstrate compliance with the standards noted above and obtain a permit.

Future Permitting of Donation Boxes

Upon adoption of the proposed ordinance, all donation boxes would be subject to the permitting, location, and maintenance standards contained therein. Staff will work with the city's Code Enforcement Officers as necessary to address existing non-conforming donation boxes.

At their meeting on Monday (June 13), the Planning Commission voted unanimously to forward the proposed ordinance to City Council with a recommendation that it be approved (Attachment "B").

Budget impact:

Staff recommends adding an additional line for annual donation box permits to the schedule of fees; \$25 per donation box placed within the city.

There is no budget impact associated with this request.

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO ESTABLISH REGULATIONS FOR DONATION BOXES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that:

Section 1. Article IX, Section 908, Accessory uses, of the Peachtree City Zoning Ordinance, as amended, be further amended to add paragraph 908.9 as follows:

(908.9) *Donation box standards:*

- (a) As used in this Section, the term "donation box" shall be defined as follows:
 - (1) *Donation box* shall mean any unattended container, receptacle, or similar device used for soliciting and collecting donations of clothing and/ or other salvageable personal property. This term does not include any unattended donation box location within a building which is permitted by-right.
- (b) In addition to accessory uses otherwise permitted in this chapter, donation boxes may only be installed by obtaining a permit under the following conditions and requirements:
 - (1) Application. Prior to delivery and/ or installation of any donation box, an application shall be filed with the planning and zoning administrator or his/ her designee identifying the size, color, and location of each donation box, as well as any signage proposed on the exterior, of the donation box. A permit shall be required for each donation box installed within the city limits.
 - (2) Zoning. Donation boxes shall only be permitted within the GC, LUC, LI, or GI zoning districts unless otherwise specified herein.
 - (3) Approval of property owner. As a part of the application process, a letter must be provided from the owner of the property indicating they are aware and approve the installation of a donation box on their property, including that they are aware of their responsibility to

maintain the current operator contact information and, if necessary, maintain or remove the donation box if the operator does not follow the provisions of this ordinance.

- (4) Fees. Fees shall be as adopted by City Council in the Schedule of Fees and kept on file in the City Clerk's office.
- (5) Size. Donation boxes shall be limited to no more than 128 cubic feet (4' wide x 4' deep x 8' tall). The height of each donation box shall not exceed 8' in height from finish grade to the highest point of the roof.
- (6) Color. Donation boxes shall be painted or stained with a low reflectance and subtle, neutral or earth-tone color scheme. High-intensity colors, metallic colors, black, or fluorescent colors shall not be used.
- (7) Number of boxes permitted. No more than one donation box shall be permitted on each zoning lot.
- (8) Location. Donation boxes shall be installed on a paved surface but may not be located within a designated parking space, drive aisle, or loading area. Donation boxes shall not be located within any building setback or established buffer area. Donation boxes shall not be located in such a manner that they block sight lines on the subject tract as determined by the City Engineer. To the extent feasible, donation boxes shall be placed so as to be inconspicuous as viewed from the public right-of-way.
- (9) Signage/ contact information. The total square footage for all signage on each donation box shall not exceed two (2) square feet. No advertising shall be permitted on the donation box. An additional sign shall contain the following contact information: the name, address, email, and phone number of both the property owner/manager and operator, it too shall not exceed two (2) square feet
- (10) Cleanliness of premises. Donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti. All boxes shall be free of debris and shall be serviced regularly so as to prevent overflow of donations or the accumulation of junk, debris, or other material.
- (11) Revocation of permit. Any permit granted pursuant to the provisions of this Section may be subject to revocation for cause by the planning and zoning administrator (or his/her designee),

including but not limited to, the failure to comply with this Section or any other applicable provisions of the Peachtree City Municipal Code.

- (12) Renewal of permit. The term of the permit shall expire one year from the date of issuance. An operator may apply for permit renewal by submitting to the planning and zoning administrator before the expiration of the permit, a renewal application and associated fee.
 - a. No person to whom a permit has been issued shall transfer, assign, or convey such permit to another person.
 - b. Prior to expiration of the permit, the permittee may voluntarily cancel the permit by notifying the planning and zoning administrator in writing of the intent to cancel the permit. The permit shall become void upon the director's receipt of a written notice of intent to cancel the permit.
 - c. Donation boxes shall be removed when the property becomes vacant or is foreclosed upon.
- (13) Approval/Denial of permit. The planning and zoning administrator shall approve a new or renewal permit application if he/she finds that no circumstances exist at the time the application is reviewed or existed at any time during which the previous permit was in effect that are inconsistent with any requirement in this section.
- (14) Display of permit. The operator of the donation box and the property owner shall be responsible for maintaining the permit for each donation box required by this section. The planning and zoning administrator shall inspect each donation box following its installation to ensure the donation box is installed in accordance with the approved permit. Once it is determined the donation box complies with said permit, a decal shall be affixed to the actual donation box or to the entrance door of the place of business indicating the donation box has been approved. The purpose of this decal shall be to notify city officers and employees that the donation box complies with the provisions of this chapter and the approved donation box permit application.

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

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

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

This _____ day of _____ 2011.

Don Haddix, Mayor

Attest:

City Clerk

**APPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
June 13, 2011**

PUBLIC HEARING

PH-11-04 Consider amendments to Section 908 Accessory Uses to establish regulations for donation drop-off boxes.

Mr. Rast stated that this public hearing was to consider a change to the zoning ordinance which required a recommendation from the Planning Commission before it went City Council for approval. He explained that for whatever reason, there had been a pretty steady increase in the placement of donation boxes throughout the city, boxes that were getting brighter and brighter in their coloring and signage. City Staff had begun to get questions and/or complaints about them and whether we had approved placement of the donation boxes which usually were in the middle of parking lots and traffic aisles. Typically, they had not received approval to place the donation boxes where they were located.

Mr. Rast noted that these donation boxes fell under the Accessory Use ordinance, but there were no specific guidelines. Staff felt it was appropriate we establish some guidelines so they could be regulated a little more and brought into some kind of uniformity.

Staff had done some research to determine what other jurisdictions had done and would like to start a permitting process where an application would be submitted and approved before a donation box could be placed. In the past, some donation boxes had been installed and then fell into a state of disrepair. Oftentimes the charitable organizations and contacts changed so there was no way to contact the people who placed the donation box. The permitting process would allow Staff to have a steady contact in case the donation box needed to be moved or was damaged, etc. A nominal fee of \$10 for the paperwork was recommended.

Some of the standards Staff was looking at primarily dealt with the location. Most of the boxes were being placed in parking lots where they interfered with traffic flow or took up a parking space; some had also been placed in building setbacks. Generally, when they were put on a property, they were put where they were not supposed be. Staff would then have to follow up and try to work with them to find a place that was appropriate. There were some regulations in regard to the size, signage, height, maintenance, and coloring. Staff would prefer they be earth tone which was similar to what was required for accessory buildings in residential or commercial zoning districts.

Mr. Destadio felt that a permit for a donation box should not be issued if the number of parking spaces was at the minimum.

Ms. Wojcik did not want to allow donation boxes in the Open Space-Public zoning district. However, she thought they could be located in the industrial area if the property owner wanted it. She also thought any collection schedules should be adhered to. Ms. Wojcik noted that obviously the property owner would have to give approval to have the donation box placed on their property.

Mr. Batiste thought there should be a yearly fee to allow annual inspections and ensure the contact information was accurate.

Mr. Rast noted that another problem Staff had with the donation boxes was when people dropped off their donations when the box was full and donations were piled outside of the box. The permit process would provide responsible individuals who could be contacted to pick up the donations. Ms. Wojcik thought the property owners should be held accountable to pick up donations that were left outside the box.

Mr. Staples thought the ordinance would be easier to enforce if the permit or some type of sticker, possibly color-coded, was displayed on the donation box. He thought the ordinance should have some real teeth to it and suggested increasing the administrative fee to cover the additional administrative costs of the sticker, waterproof holder, etc.

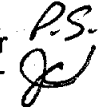
After discussion, a motion was made by Ms. Wojcik, seconded by Mr. Destadio, and unanimously adopted that the proposed amendments to Section 908 Accessory Uses to establish regulations for donation drop-off boxes, as presented and with the additional items discussed at this meeting, be forwarded to City Council with a recommendation for approval. This item would be on the agenda for the City Council meeting of July 21, 2011.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: James L. Pennington, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.S.*
Janet I. Camburn, Assistant Finance Director 

DATE: July 12, 2011

SUBJECT: 2005 SPLOST Fund – Proposed Adjustments

July 21, 2011 City Council Consent Agenda

Recommendation:

That City Council consider the attached proposed adjustments to the SPLOST Fund.

Discussion:

As of June 30, 2011, the 2005 SPLOST Fund has \$3,023,508 of unspent/unencumbered funds available (see attached). The majority of these funds are for 2011 and 2012 street resurfacing projects (\$1,552,248) and 2011 and 2012 upgrades to the multi-use path system (\$619,905). Also, included in the balance at June 30 is \$159,069 for the Hwy 54 W Gateway Multi-Use Bridge project that has been cancelled and \$546,163 in unallocated SPLOST Funds and interest earnings. The bridge project funds and the unallocated funds totaling \$705,232 may be reallocated to fiscal year 2013 for street resurfacing (\$505,000) and upgrades to the multi-use path system (\$200,232). With this reallocation, a total of \$705,232 can be deducted from the 2013 Public Works projected budget in the Five-Year Financial Projections presented to Council on Monday, July 11, 2011.

Staff will continue to monitor the remaining projects in the SPLOST Fund and should additional funds become available, they will be moved to the 2013 street and multi-use path projects as is recommended above.

Budget Impact:

This reallocation of SPLOST Funds will have no impact on the current 2011 fiscal year budget or the proposed 2012 fiscal year budget.

If you have any questions, please contact either Paul Salvatore or Janet Camburn.

Thank you for your attention to this matter.

Attachment

REVENUE - 2005 SPLOST (at JUNE 30, 2011)

Original Projected SPLOST Revenue	\$ 12,025,984
Prior Years' SPLOST Revenue	\$ 10,121,295
Estimated FY 2011 SPLOST Revenue	3,463
Prior Years' SPLOST Interest Earnings	353,284
Estimated FY 2011 SPLOST Interest Earnings	8,673
Total Projected SPLOST Revenue at 6/30/2011	10,486,715
Actual SPLOST Funds Expended at 6/30/2011	(7,248,469)
SPLOST Funds Encumbered at 6/30/2011	(214,738)
Remaining SPLOST Funds at 6/30/2011	\$ 3,023,508

ACTIVE/COMPLETED 2005 SPLOST PROJECTS

Projects	Estimated Project Costs at 06/30/2011	Funding Sources				Status	Unspent	Proposed	Unspent
		SPLOST	Grants	Private Contributions	Interest Earnings		Unencumbered SPLOST Funds at 06/30/2011	Adjustments 07/21/2011	Unencumbered SPLOST Funds after Adjustments
Bridges									
Hwy 54W Gateway Multi-Use Bridge	\$ 187,222	\$ 187,222	\$ -	\$ -	\$ -	Cancelled	\$ 159,069	\$ (159,069)	\$ -
Hwy 54E Lake PT Multi-Use Bridge Widening	96,246	96,246	-	-	-	Under Design	-	-	-
Intersections									
Peachtree Parkway at Walt Banks	75,464	41,464	-	34,000	-	Cancelled	-	-	-
Hwy 54E at Stevens Entry - Signal	177,500	177,500	-	-	-	Incomplete	924	-	924
Hwy 74N at Wisdom Road - Signal	161,920	161,920	-	-	-	Complete	-	-	-
Crosstown Drive at Robinson Rd. - Intersct.	9,800	9,800	-	-	-	Traffic Study Complete	-	-	-
Peachtree Parkway at Braelinn Rd. - Intersct.	19,800	19,800	-	-	-	Study Complete - realign cart path	10,000	-	10,000
Redwine Road at Robinson Rd. - Intersct.	119,800	119,800	-	-	-	Study Complete - initiate design	110,000	-	110,000
Roadways									
Peachtree Parkway North	415,170	18,000	-	397,170	-	Study Complete	1,085	-	1,085
MacDuff Parkway Improvements Study	31,563	31,563	-	-	-	Complete	-	-	-
Hwy 74S - Frontage Road	58,543	58,543	-	-	-	Complete	-	-	-
Street Resurfacing - Multiple Streets	5,585,987	5,264,123	321,864	-	-	-	-	-	-
2011 - Street Resurfacing						On-going	727,604	-	727,604
2012 - Street Resurfacing						On-going	824,644	-	824,644
2013 - Street Resurfacing						On-going	-	505,000	505,000
Streetscape/Paths									
MacDuff Parkway Landscaping	191,988	191,988	-	-	-	Complete	-	-	-
Paschal Road/Hwy 74S Tunnel	394,090	394,090	-	-	-	Complete	24,114	-	24,114
Upgrade Multi-Use Path System	3,168,493	3,168,493	-	-	-	-	-	-	-
2011 - Upgrade Path System						On-going	186,483	-	186,483
2012 - Upgrade Path System						On-going	433,422	-	433,422
2013 - Upgrade Path System						On-going	-	200,232	200,232
Subtotal	10,693,586	9,940,552	321,864	431,170	-		2,477,345	546,163	3,023,508
Contingency	546,163	184,206	-	-	361,957	Reassigned	546,163	(546,163)	-
Total	\$ 11,239,749	\$ 10,124,758	\$ 321,864	\$ 431,170	\$ 361,957		\$ 3,023,508	\$ -	\$ 3,023,508

INACTIVE 2005 SPLOST PROJECTS

Hwy 74N Multi-Use Bridge	Rockaway Road Realignment
Hwy 54E Multi-Use Bridge	Park Place Drive Extension
TDK at Dividend Drive Intersection	Market Place/Westpark Multi-Use Tunnel
Hwy 74S at Cooper Circle South - Lane Improvements/Signal	Upgrade Railroad Crossings

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager
FROM: Financial Services Director P.S.
DATE: July 14, 2011
SUBJECT: Consider full redemption of 2006 DAPC Revenue Bond
July 21, 2011 City Council Meeting

Recommendation:

Consider appropriating funds in the city's General Fund to pay off the balance due on the 2006 Development Authority of Peachtree City Revenue Bonds, and issuing the required 30-day redemption notification to RBC Bank.

Discussion:

The city recently engaged the firm of R.W. Baird to analyze the city's outstanding debt issues and identify any opportunities for cost savings. The results of the analyses revealed that there were several opportunities for realizing savings by refinancing 3 particular debt issuances, including the 2004 Library G.O. Bond, the 2007 Bricks & Mortar note with BB&T and the 2006 Energy Performance equipment lease. The financial advisors indicated that there would be an estimated total net present value savings of \$162,005 if all of these debts were refinanced as of September 1, 2011. A summary of their analysis of these debts is attached to this memo.

Staff was also asked to see if there would be savings on two additional debts if they were paid off in cash due to the fact that these two debts carry the highest interest rate of all debts outstanding. One of these debts was for the purchase of land on Highway 54 West, which carries an annual interest rate of 6.12%. Due to costly breakage fees on this loan, it was determined that it would not be financially feasible to pay off this loan. The loan with the second highest annual interest rate (5.93%) is the 2006 DAPC Revenue Bond. For this debt, the analysts concluded that there would be a net reduction in total loan payments of \$53,841.20 if this loan was paid off as of September 1. The total payoff amount on that date will be \$784,139.05 (see attached email).

If Council wishes to move forward with paying off the bond on September 1, the bond documents require that the bank (RBC) be provided a written redemption notice 30 days prior to the planned redemption date. A copy of the notice would also be sent to the DAPC.

Budgetary Impact:

Annual loan payments of approximately \$143K would be eliminated for FY's 2012 -2017.

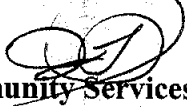
City of Peachtree City
Summary Refinancing Analysis - September 1, 2011 Closing Date

	Original Amount Borrowed	Percentage Rate	Outstanding Principal a/o 9/1/11	Net P.V. Savings
<u>General Obligation Bonds</u>				
2004 Library	\$4,900,000	3.410%	\$2,995,000	\$51,706.17
<u>Lease Purchase (Brick & Mortar)</u>				
2007 Note w/BB&T	\$2,350,000	3.960%	\$1,886,698	\$80,929.83
<u>Equipment Lease</u>				
2006 Contract - Energy Performance	\$1,279,630	4.029%	\$746,766	<u>\$29,369.32</u>
Total Net Present Value Savings Estimated:				<u><u>\$162,005.32</u></u>

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Interim Community Services Director/ Administrative Services Director *nv*

FROM: Planning and Zoning Administrator *David*

DATE: July 13, 2011

SUBJECT: Consider approval of Operations Agreement with Fresh South Inc. for the Peachtree City Community Garden.
July 21, 2011 City Council Agenda

Recommendation:

That Council approve the attached Operations Agreement between the City of Peachtree City and Fresh South Inc. ("Applicant") for the development and operation of the Peachtree City Community Garden within the Kelly Drive Park.

Discussion:

Staff has been working with representatives from Fresh South Inc. in an effort to find a suitable location for a Community Garden. The Applicant is a newly formed 501c(3) non-profit and operates the weekly Fresh South Market within the city. They desire to develop a community garden where residents can grow their own vegetables and plants.

Staff has identified an area within the Kelly Drive Park, which is the former location of the Fayette County Water Department maintenance facility (Attachment "A"). A portion of the site is currently paved, which will provide an area for parking for vehicles and golf carts. The Applicant desires to enclose a portion of the site with chain link fencing to secure the garden area. As funding becomes available, the facility would be expanded to include a research garden, a covered pavilion and storage building, a small greenhouse, and wildflower areas. Initial plans call for the construction of forty (40) garden plots with ultimate expansion to eighty (80) plots.

The Applicant desires to seek grant and other funding assistance to design, develop, and manage the community garden. In order to do so, they are requesting that they be officially appointed as the agent to manage and operate the community garden. While the overall park would remain a city facility, the Applicant would manage and operate the community garden within the overall park. In order to do so, the city and the Applicant would need to enter into an Operations Agreement (Attachment "B").

Consider approval of Operations Agreement

July 13, 2011

Page 2

As the agent, the Applicant would conduct all operations and maintenance functions associated with the community garden, with the exception of routine trash collection and disposal. These functions would be assigned to the Public Services Staff as a part of their routine maintenance of other park facilities. The city would pay utilities, which would consist of water and electricity. The Applicant would remit all out-of-county service fees to the city on or before December 31 of each year that the Operations Agreement is in effect to repay a portion of the costs incurred by the city for water, electricity, waste collection and disposal services.

As agent, the Applicant would also, in consultation with the city, determine all fees, membership dues and all other charges associated with the operation of the community garden and establish and enforce membership programs, rules and regulations. Facility use and access rates would be based on the cost of maintenance of the facility as determined by the Applicant and approved by the City. The agreement would require close coordination with the Recreation and Special Events Administrator on a routine basis. It is understood that any proposed capital expenses are required to be channeled through the Recreation and Special Events Administrator and approved by City Council if appropriate.

Budget impact:

There are no negative budget impacts associated with this request.

Attachments

DAVID



Attachment "A"

PEACHTREE CITY COMMUNITY GARDEN OPERATIONS AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this ____ day of _____, 2011 (the "Execution Date"), with an effective date of _____, 2011 ("Effective Date"), by and among The City of Peachtree City (hereinafter referred to as "City") and FRESH SOUTH INC., a Georgia Non-Profit Corporation (hereinafter referred to as "Manager").

WITNESSETH:

WHEREAS, City owns recreation land located at 114 Kelly Drive in the City of Peachtree City, Georgia commonly known as the Kelly Drive Park; and,

WHEREAS, the Manager desires to construct a community garden on a portion of the property, the general location of which is depicted on the map attached hereto as Exhibit "A" (hereinafter referred to as the "COMMUNITY GARDEN"); and

WHEREAS, the COMMUNITY GARDEN will be a passive park necessitating continued City operation and maintenance or, in the alternative, an agreement with a third party for the operation and maintenance of the park;

WHEREAS, Manager will assist in the operation and maintenance of the COMMUNITY GARDEN; and

WHEREAS, City desires to avail itself of the advice, assistance and other abilities of Manager for the management of the COMMUNITY GARDEN.

NOW, THEREFORE, for good and valuable consideration, including the covenants herein contained and to be performed by City and Manager, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1

APPOINTMENT OF MANAGER; OBJECTIVES

1.1 Appointment of Manager. Subject to the terms of this Agreement, City hereby retains and appoints Manager as City's exclusive agent for the purpose of managing and operating the COMMUNITY GARDEN (and for purposes of this Agreement, "managing and operating the COMMUNITY GARDEN" shall be deemed to include supervising, directing and controlling the management, maintenance, repair, marketing and operation of the COMMUNITY GARDEN and supervising all improvements to the COMMUNITY GARDEN that are authorized by City). Subject to the provisions of this Agreement, Manager, as City's agent, shall have the authority and be responsible for all facets relating to the management of the operation of the COMMUNITY GARDEN. Manager hereby accepts such appointment upon and subject to the terms, conditions and restrictions herein contained and agree to perform, as City's agent, all of the services set forth in this Agreement. Regardless of any other language contained in this Agreement, it is expressly understood and agreed that,

pursuant to this Agreement, Manager shall be an independent contractor, managing and operating the COMMUNITY GARDEN on City's behalf and this Agreement shall not create any employer-employee, joint venture, or partnership relationship, either express or implied, between Manager (or any person employed by Manager) and City.

1.2 Objectives of the Parties. City and Manager acknowledge and agree that their joint and principal objectives are to protect and maintain the facilities of the COMMUNITY GARDEN, to properly supervise and manage the daily operations of the COMMUNITY GARDEN, to provide full and accurate accounting for the financial affairs of the COMMUNITY GARDEN, and to operate the COMMUNITY GARDEN in the best interest of the COMMUNITY GARDEN, Manager and City.

1.3 "COMMUNITY GARDEN" defined. City and Manager agree that as the term "COMMUNITY GARDEN" is used herein, such term shall include the property located at 114 Kelly Drive, Peachtree City, Georgia, the general location of which is depicted on the map attached hereto as Exhibit "A", and all appurtenances thereto including, but not limited to, a six (6) foot high vinyl coated chain link fence surrounding an area measuring 200' x 250'; eighty (80) raised planters; a research garden area, a pavilion with storage area, and a small greenhouse and wildflower area as depicted on the map attached hereto as Exhibit "B".

SECTION 2

OPERATIONS & RESPONSIBILITY FOR OPERATING EXPENSES

2.1 Operations. Manager shall be responsible for conducting the day to day operations and management of the COMMUNITY GARDEN. Manager shall use the COMMUNITY GARDEN for the operation of a facility where residents of the city can grow their own vegetables and plants. Programs shall incorporate public and resident use of the COMMUNITY GARDEN.

2.2 Manager's Right to Control Business Operations. Manager, in consultation with the City, shall have the authority to operate and manage the COMMUNITY GARDEN, including without limitation the right to (a) implement all policies and procedures and to perform any act necessary for the operation and management of the COMMUNITY GARDEN; (b) determine all fees, membership dues, and all other charges associated with the operation of the COMMUNITY GARDEN, and establish all membership programs, rules and regulations; (c) determine all personnel requirements, recruitment schedules and compensation levels and shall employ, train, promote, discharge and supervise all personnel performing services in and about the COMMUNITY GARDEN; (d) purchase and/ or lease all furnishings, equipment, and operating supplies which Manager deems necessary or desirable for the operation of the COMMUNITY GARDEN; (f) establish accounting, cash collection and payroll procedures at the COMMUNITY GARDEN; and (g) establish advertising, sales and promotion plans with respect to the COMMUNITY GARDEN. Manager and City shall work together in good faith to ensure that Manager's operations are fair and free of conflicts with respect to the objectives of the parties set forth in Section 1.2 above.

2.3 Operating Responsibilities. Upon commencing operations at COMMUNITY GARDEN, Manager shall have the specific operating responsibilities as listed on Schedule 2.3 hereto.

2.4 Capital Improvements and Repairs: During the term of this Agreement, Manager shall be responsible for all capital improvements to the COMMUNITY GARDEN; provided, however, that any such improvements shall be subject to the approval of the City Council and further provided that any such improvements shall become the property of, and inure to the benefit of the City at the conclusion of this Agreement. Other than improvements made by Manager with the consent of the City Council, Manager shall maintain the premises in the same condition that exists on the premises as of the date of this agreement.

2.5 Operating Expenses: Manager is responsible for all operating expenses of the COMMUNITY GARDEN with the exception of the water utility bill and waste collection and disposal services. Manager, shall deposit all COMMUNITY GARDEN revenues into the COMMUNITY GARDEN Accounts (as defined in Section 3.2 below), and Manager shall have authority to draw upon the funds in the COMMUNITY GARDEN Accounts to cover operating expenses. In the event that funds in the COMMUNITY GARDEN Accounts are not sufficient to cover operating expenses, Manager shall deposit additional funds into the COMMUNITY GARDEN Accounts in accordance with Section 5.2 hereof, in order to insure that sufficient funds are available to meet the operational requirements of the COMMUNITY GARDEN. Manager shall remit all out of county service fees to the City on or before December 31 of each year that this Agreement is in effect to repay portion of the costs incurred by the City for water service and waste collection and disposal services from those members not currently paying recreation taxes in Fayette County or Peachtree City.

SECTION 3

DUTIES AND RESPONSIBILITIES

3.1 Duties and Responsibilities of Manager. Except as expressly set forth herein, Manager shall be responsible for the management, operation, organization, administration and maintenance of the COMMUNITY GARDEN. Manager shall have the authority and responsibility to exclusively operate and manage the COMMUNITY GARDEN and manage City-approved capital improvements in such manner as it, in its professional discretion, deems most likely to accomplish the objectives set forth in this Agreement. The responsibilities of Manager under this Agreement may include, without limiting the generality of the foregoing, the following:

- 3.1.1 Provide accounting, financial management and financial reporting services and support for the COMMUNITY GARDEN.
- 3.1.2 Employ all personnel required for the operation and maintenance of the COMMUNITY GARDEN.

- 3.1.3 Collect all gross operating revenues derived from the operation the COMMUNITY GARDEN and pay all of the COMMUNITY GARDEN's operating expenses from these revenues.
- 3.1.4 Develop and implement quality control programs, customer service standards, operating policies and procedures, and other guidelines for the operation of the COMMUNITY GARDEN.
- 3.1.5 Enter into service contracts and vendor agreements as necessary to support the operation and maintenance of the COMMUNITY GARDEN. Such agreements may include, but may not necessarily be limited to: pest control services and the like. Manager shall also be responsible for the cost of all utilities including electric, gas, telephone and communications connections.
- 3.1.6 Purchase operating supplies, equipment and inventories as necessary to support the operation and maintenance of the COMMUNITY GARDEN.
- 3.1.7 Develop and implement cleaning and preventive maintenance programs for the COMMUNITY GARDEN.
- 3.1.8 Undertake repair, replacement and capital improvement projects that are free of conflicts with respect to the objectives of the parties set forth in Section 1.2 above and Georgia law.
- 3.1.9 With the cooperation of City as necessary, use reasonable best efforts to insure that all COMMUNITY GARDEN facilities and COMMUNITY GARDEN operations conform to the requirements of local, county, state and/ or federal regulations, licenses (including liquor licenses), orders, permits and similar requirements.
- 3.1.10 With the cooperation of City as necessary, use reasonable best efforts to insure that licenses and permits necessary to support the operation and maintenance of the COMMUNITY GARDEN are kept current and in good standing.
- 3.1.11 With the cooperation of City as necessary, use reasonable best efforts to insure that tax reporting forms are prepared and payment obligations of the COMMUNITY GARDEN are satisfied in a complete, accurate and timely manner.
- 3.1.12 With the cooperation of City as necessary, use reasonable best efforts to monitor COMMUNITY GARDEN premises and facilities for situations that are potentially unsafe or potentially hazardous and if such situations are determined to be present, take

immediate steps to remedy the situation in a cost-effective manner.

3.1.13 Manager shall designate a Representative who would interact with the City's Recreation and Special Events Administrator on an as-needed basis, but not less than one (1) time per month, so as to coordinate programming of the Manager and City, special events, and any other activities that require coordination between City and Manager.

3.1.14 Manager shall provide GCIC criminal background checks for all employees hired by Manager or persons assigned by Manager to supervise operations of the COMMUNITY GARDEN, or independent contractors engaged by Manager to provide services at COMMUNITY GARDEN. No other form/ type of criminal background checks will be accepted. The City's Chief of Police will review and approve each background check, such approval not to be unreasonably withheld or delayed. If any employee hired by Manager after the Effective Date is found to be working at COMMUNITY GARDEN without a GCIC criminal background check approved by the City's Police Chief on file with the Purchasing Agent, such action will constitute an event of default under Section 7 of this Agreement. Manager, however, shall have the right to cure such default as provided in Section 7, including without limitation, (i) obtaining a GCIC criminal background check for said employee approved by the City's Police Chief within the cure period, or (ii) terminating said employee within the cure period.

3.2 Financial and Banking Matters. Manager shall establish or designate one or more bank accounts as the operating account(s) (collectively, the "COMMUNITY GARDEN Accounts") for the COMMUNITY GARDEN. Manager will provide centralized accounting services and financial management functions and provide for adequate controls, policies and procedures to safeguard cash, inventories and all other assets of the COMMUNITY GARDEN. Manager's responsibilities in this regard will include, but may not necessarily be limited to, the following:

3.2.1 Collect and promptly deposit into the COMMUNITY GARDEN Accounts all revenue from COMMUNITY GARDEN operations.

3.2.2 Pay all COMMUNITY GARDEN expenses, including all amounts due to the City.

3.2.3 Prepare a daily report of COMMUNITY GARDEN cash receipts in all revenue categories.

- 3.2.4 Provide appropriate cash controls, including regular reviews and comparisons of daily bank deposits against cash register tapes, daily revenue reports, and periodic spot audits of on-site cash control measures.
- 3.2.5 Maintain the chart of accounts and general ledger of the COMMUNITY GARDEN.
- 3.2.6 Balance all accounts and maintain the balance sheet of the COMMUNITY GARDEN
- 3.2.7 Prepare monthly profit & loss statements and other financial reports as advised by City's Financial Services Director.
- 3.2.8 Review and approve in advance all service contracts, leases and significant vendor relationships.
- 3.2.9 Reconcile monthly bank statements in a timely manner.
- 3.2.10 Within twenty-five (25) days following the close of each month, provide to City Manager standard monthly financial reports and such additional reports or financial information as City may reasonably request.

3.3 Personnel and Employment Matters.

- 3.3.1 Manager shall hire, in its own name, supervise and discharge any personnel necessary to be employed in order to properly carry out the objectives of this Agreement, and fulfill Manager's obligations under this Agreement.
- 3.3.2 All salaries, wages and other employment-related costs of personnel employed by Manager hereunder at the COMMUNITY GARDEN, including, if applicable, but not limited to: severance payments, fringe benefits, medical and health insurance, social security taxes, worker's compensation insurance, administrative charges from any professional services subcontractor or employee leasing company, and costs associated with employee recruitment or separation, shall be deemed an operating expense of the COMMUNITY GARDEN, and therefore the responsibility of Manager and not City. All salaries, wages and employment-related costs shall be paid by Manager from the COMMUNITY GARDEN Accounts. In the event that funds in the COMMUNITY GARDEN Accounts are not sufficient to cover employment costs, it shall be Manager's responsibility to provide sufficient funds per the provisions of Section 3.4 below.

3.4 Payroll Funding. It shall be Manager's responsibility to fund all payroll and related employment obligations. Any outstanding expenses will be the sole responsibility of Manager in the event there is no remaining cash available.

3.5 Other Employment Matters.

3.5.1 Manager will be responsible for compliance with all laws, regulations and tax requirements relative to payroll and employment, with all such expenses to be considered operating expenses of the COMMUNITY GARDEN and covered from COMMUNITY GARDEN revenues or other funds provided by Manager. Manager shall be responsible for resolving any issues related to employee compensation, unemployment claims and benefits, and all related expenses shall be operating expenses of the COMMUNITY GARDEN.

3.5.2 Manager will be responsible for providing Workers Compensation & Employers Liability Insurance and any Statutory Disability Coverage as may be required for the employees of the COMMUNITY GARDEN. The expense of such coverage will be paid by Manager and be an operating expense of the COMMUNITY GARDEN.

SECTION 4

INSURANCE

4.1 Insurance Coverage. Manager shall maintain the following types of insurance coverage relating to the COMMUNITY GARDEN and Manager's operations of the COMMUNITY GARDEN at all times throughout the Agreement Term:

4.1.1 Liability Insurance. Manager shall maintain, at Manager's sole expense, a policy or policies of comprehensive general liability insurance, with coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage on a per location basis. City shall be named as an additional insured on such policy.

4.1.2 Performance Bond. Manager shall maintain, at Manager's sole cost and expense, a performance bond, irrevocable letter of credit or cash deposit with the City in an initial amount of \$500.00 to insure the faithful performance of this agreement. City and Manager shall annually review the amount of such performance bond or irrevocable letter of credit and adjust such amount based upon the amount of prepaid memberships or any other agreements between Manager and a third party which involves advance compensation or consideration being paid to Manager for the use of the COMMUNITY GARDEN, for lessons to be received at the

COMMUNITY GARDEN, or for any other benefit to be received by such third party from Manager at the COMMUNITY GARDEN. Such review shall occur upon the renewal date of this agreement.

4.2 General Provisions. Prior to the Execution Date and thereafter at least thirty (30) days prior to the end of each calendar year of the Agreement, Manager shall submit to City a certificate of coverage for each coverage required hereunder and proof of payment of premiums. Any insurance required to be carried under this Agreement may be included as part of any blanket or other policy or policies of insurance, so long as the amount and coverage of insurance required to be carried hereunder is not diminished. The insurance required to be carried hereunder shall be carried by an insurance company or companies qualified to do business in the State of Georgia with an A.M. Best's Key Rating Guide rating of at least A- and a financial rating of VIII or better.

SECTION 5

OBLIGATIONS AND DUTIES OF CITY

5.1 Obligations and Duties of City. City shall cooperate with Manager so as to enable Manager to carry out its obligations and responsibilities under this Agreement. This cooperation shall include, but shall not be limited to, the following:

- 5.1.1 Performing all contractual obligations to which it is, at any time, a party relating in any way to the COMMUNITY GARDEN.
- 5.1.2 Cooperating with Manager and promptly responding to all inquiries and requests for information, documentation or approvals to enable Manager to carry out its obligations under this Agreement; and

5.2 Manager Responsibility for Operating Expenses. Manager agrees to pay for the costs of operating and maintaining the COMMUNITY GARDEN in accordance with the terms of this Agreement, expressly including, without limitation, all payroll-related costs and City Fees as provided for in this Agreement. To the extent funds generated by COMMUNITY GARDEN operating revenues are not sufficient to fund payroll expenses or other operating expenses; it shall be Manager's responsibility to provide such funds as required by depositing them into the COMMUNITY GARDEN Accounts.

SECTION 6

REPRESENTATIONS AND WARRANTIES

6.1 City's Representations and Warranties. City makes the following representations and warranties to Manager:

- 6.1.1 The individual executing this Agreement on behalf of City has full capacity, right, power, and authority to sign the same on City's

behalf and to bind City thereto. This Agreement shall be binding upon and enforceable against City in accordance with its terms.

- 6.1.2 To the best of City's knowledge, neither the execution and delivery of this Agreement by City nor City's performance of any obligation hereunder (a) shall constitute a violation of any law, ruling, regulation, or order to which City is subject, or (b) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which the COMMUNITY GARDEN or any part thereof is subject.
- 6.1.3 The COMMUNITY GARDEN is owned by City and no third party has any ownership, lease, license or use rights with respect to the COMMUNITY GARDEN, except as otherwise disclosed to Manager or otherwise recorded in the records of the Clerk of the Superior Court of Fayette County, Georgia.
- 6.1.4 City hereby represents and warrants that, as of the Execution Date, all water, sewer, gas, electric, telephone and drainage facilities and all other utilities required by law for the intended use and operation of the COMMUNITY GARDEN (collectively, "Facilities") are (i) installed across public property or valid easements or rights of way to the boundary lines of the COMMUNITY GARDEN; and (ii) to City's knowledge, in good operating condition, normal wear and tear excepted.
- 6.1.5 City hereby represents and warrants that, to City's knowledge, there has been no production, generation, treatment, collection, disposal, discharge or storage on the COMMUNITY GARDEN or in any groundwater or aquifer below the surface of the COMMUNITY GARDEN by City, of any hazardous or toxic substance, material or waste in violation of any applicable federal, state or local environmental laws, ordinances, restrictions, licenses or regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), Safe Drinking Water Act (42 U.S.C. §3000(f) et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), and other similar statutes of the State of Georgia or the County of Fayette. City has not received any written notices from any governmental agency regarding the existence, in violation of law, of any hazardous or toxic substance, material, or waste on the COMMUNITY GARDEN or in the improvements thereon or requiring the removal, clean-up, or remediation of any environmental condition relating to the COMMUNITY GARDEN. City represents and warrants that, to City's knowledge, the COMMUNITY

GARDEN is not subject to any enforcement action by any governmental agency regarding the environmental condition of the COMMUNITY GARDEN. City further represents and warrants that, to City's knowledge, there are no underground storage tanks located on the COMMUNITY GARDEN. As used herein, the terms "toxic" or "hazardous" wastes, substances or materials shall include, without limitation, all those so designated and all those in any way regulated by any of the above-cited laws or regulations, or any other present environmental or similar laws or regulations.

6.1.6 City represents and warrants, to City's knowledge, there are no defects or conditions of the soil which would materially impair the use and operation of the COMMUNITY GARDEN.

6.1.7 Correct and Complete Documentation. To City's knowledge, all of the Documents delivered by City to Manager in connection with this Agreement are true, correct and complete in all material respects.

6.2 Manager's Representations. Manager makes the following representations and warranties to City:

6.2.1 Manager is authorized to, and in good standing to, conduct business in the State of Georgia. The individual executing this Agreement on behalf of Manager has full capacity, right, power, and authority to sign the same on Manager's behalf and to bind Manager thereto. This Agreement shall be binding upon and enforceable against Manager in accordance with its terms.

6.2.2 To the best of Manager's knowledge, neither the execution and delivery of this Agreement by Manager nor Manager's performance of any obligation hereunder shall constitute a violation of any law, ruling, regulation, or order to which Manager is subject.

SECTION 7

EVENTS OF DEFAULT; REMEDIES

7.1 Conditions of Default (Default"). The following conditions will constitute a breach of this Agreement and a default there under:

7.1.1 If Manager fails to pay or fulfill any monetary obligation of Manager to City, and Manager fails to cure such monetary default within thirty (30) days after written notice from City to Manager of such monetary default.

7.1.2 If either party breaches any representation or warranty made under this Agreement in any material respect or fails to perform any

of its other non monetary obligations under this Agreement when due or called for, and the party in default fails to cure such breach or non monetary default within sixty (60) days after written notice from the non defaulting party of such breach or non monetary default; provided, however, that if the nature of the breach or non monetary default is of a nature such that it cannot be fully cured within that sixty (60) day period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service of written notice by the non defaulting party.

- 7.1.3 If Manager files a petition for bankruptcy and such bankruptcy petition is not dismissed or vacated within sixty (60) days after filing.

7.2 Remedies.

- 7.2.1 If any of the conditions identified in Section 7.1 above should occur and the party in default does not cure the default within the allotted time periods, the non defaulting party may elect to terminate this Agreement immediately and seek all remedies as provided under law and equity.
- 7.2.2 If either party at any time by reason of the other party's default pays any sum or does any act that requires payment of any sum, the sum paid by the non defaulting party shall be immediately due and owing by the defaulting party to the non defaulting party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by the non defaulting party until the non defaulting party is reimbursed by the defaulting party.
- 7.2.3 If either City or Manager should bring an action in a court of law to enforce any of its rights or remedies under this Agreement, both parties agree that the prevailing party in any such litigation shall be entitled to a recovery of reasonable attorneys' fees and costs actually incurred by way of such action.

7.3 Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of an event of Default hereunder and the continuation thereof. The failure of either party hereto to insist any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given

by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

SECTION 8

TERM AND TERMINATION

8.1 Term. The initial term of this Agreement shall begin on July ____, 2011 and end on December 31, 2011 ("Initial Term"). Thereafter, this Agreement will renew annually, at City's and Manager's mutual election no later than thirty (30) days prior to expiration, for up to five (5) additional calendar years, subject to each party's right to terminate this Agreement in accordance with its terms (collectively, the "Term").

SECTION 9

INDEMNIFICATION.

9.1 Manager's Indemnification of City. Manager shall indemnify, protect, defend and hold harmless City from and against any and all claims, demands, causes of action and liability resulting from any of the following: (a) any event, condition or activity occurring or existing during the Term; (b) Manager's performance of, or failure to perform, its obligations under any labor or employment condition or situation occurring during the Term; (c) the presence in, on, under or about the COMMUNITY GARDEN, or the escape, seepage, leakage, spillage, discharge, emission or release, of any hazardous materials, toxic substances or petroleum products (as defined or regulated under any and all Laws) from or through the COMMUNITY GARDEN in violation of Law during the Term of this Agreement, it being expressly understood and acknowledged that Manager's indemnity of City shall include, without limitation, any and all costs of any required or necessary repair, clean-up, remediation or decontamination of the COMMUNITY GARDEN and the preparation and implementation of any closure, remedial or other required plans; (d) any act or omission constituting negligence or willful misconduct on the part of Manager or Manager's employees or agents; (e) any claims, actions, litigation, proceedings, governmental investigations first arising after the Execution Date; and (f) any and all federal, state, county and municipal taxes, assessments, penalties and other charges (including, without limitation, sales tax) relating to the COMMUNITY GARDEN or the use or operation thereof during the Term.

9.2 Procedure Relating to Indemnification. Upon the occurrence of an event giving rise to indemnification, the City shall notify Manager and provide Manager with copies of any documents reflecting the claim, damage, loss or expense. The City is entitled to engage such attorneys and other persons to defend against the claim, damage, loss or expense, as it may choose. The Manager will pay the reasonable charges and expenses of such attorneys and other persons actually incurred.

SECTION 10

RENT PAYMENTS.

City recognizes that Manager will be providing essential services to City in the operation of the COMMUNITY GARDEN, including but not limited to operation and maintenance and any necessary capital improvements, and any other duties imposed upon Manager under this Agreement. In consideration of the provision of such services by Manager, no rent shall be charged by City.

SECTION 11

CASUALTY AND CONDEMNATION

11.1 Casualty. In the event that all or any portion of the COMMUNITY GARDEN is damaged or destroyed due to a casualty, City shall, to the extent of available insurance proceeds, repair, rebuild or replace the damaged or destroyed portion(s) of the COMMUNITY GARDEN, provided such repairs, rebuilding or replacement (the "Repairs") can be made within six (6) months from the date of the casualty. If the cost of Repairs exceeds the sum of \$100,000.00, Manager shall have the right to terminate this Agreement by written notice to City within thirty (30) days from the date City advises Manager that the cost of Repairs is estimated to exceed \$100,000.00.

SECTION 12

TRADEMARKS, TRADE NAMES AND SERVICE MARKS

12.1 The name "PEACHTREE CITY COMMUNITY GARDEN" when used alone or in connection with another word or words and any other of City's trademarks, service marks, trade names, symbols, logos and designs shall in all events remain the exclusive property of City and nothing contained herein shall confer on Manager the right to use City's trademarks, service marks, trade names, symbols, logos or designs otherwise than in strict accordance with the terms of this Agreement. Upon termination, any use of or right to use City's trademarks, service marks, trade names, symbols, logos or designs by Manager shall cease forthwith. The right to use such trademarks, service marks, trade names, symbols, logos or designs belongs exclusively to City, and the use thereof inures to the benefit of City whether or not the same are registered and regardless of the source of the same.

12.2 City shall be entitled, in case of any breach of the covenants of this Section 12 by the other party, to injunctive relief and to any other right or remedy available at law. This Section 12 shall survive termination of this Agreement.

SECTION 13

ASSIGNMENT

13.1 Assignment. Manager may not assign or subcontract, either wholly or in part, any of its rights or obligations under this Agreement without the prior written consent of City.

SECTION 14

MISCELLANEOUS

14.1 Validity of Agreement. The parties warrant that the execution and performance of this Agreement by such parties does not and will not conflict with or violate any provision of their respective articles of incorporation, by-laws or operating agreements, as the case may be.

14.2 Severability. If any portion of this Agreement is held legally invalid or unenforceable, the parties hereby covenant and agree that such portions are severable from all other portions of this Agreement, and that such portions as shall remain shall constitute the Agreement of the parties.

14.3 Binding Effect: Governing Law: Counterpart. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their permitted transferees, successors and permitted assigns. This Agreement shall be governed by and enforced and construed in accordance with the laws of the State of Georgia, and it may be executed in any number of counterparts, each of which shall be deemed an original without the production of the other.

14.4 Partnership or Joint Venture. City and Manager are not partners or joint ventures with each other and nothing in this Agreement shall be construed to make them such partners or joint ventures or impose any liability of such on either of them. The parties hereto hereby acknowledge that Manager and City have no power to bind or obligate the other party except as set forth in this Agreement.

14.5 Notices. Any notice or request given hereunder or relating hereto must be in writing and sent either by certified or registered mail (return receipt requested), by hand delivery or by overnight courier delivery as follows:

City: City of Peachtree City

151 Willowbend Road
Peachtree City, GA 30269
Attn: City Manager
Phone: (770) 487-7657

Manager:

Peachtree City Community Garden
Fresh South Inc., dba Fresh South Market
101 Crossbow Court
Peachtree City, Georgia 30269

Phone: (404) 401-4636

The above noted addresses may be changed by either party by mailing written notice of such change to the other party at the last designated address of the other party as provided herein, with such change to be effective upon receipt of said notice.

14.6 Attorney's Fees. If any party commences an action against the other party arising out of or in connection with this Agreement, each party shall be responsible for its own attorney's fees and costs of suit.

14.7 Headings. Headings, captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement.

14.8 Complete Agreement. This Agreement shall constitute the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties and no variance or modification thereof shall be valid or enforceable except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

14.9 Third Party Agreements. Upon the termination of this Agreement, the City shall have no obligation to assume or otherwise perform under any agreements entered into by Manager with any third party operators, service providers, equipment providers, or vendors with respect to the operation of the COMMUNITY GARDEN, including but not limited to any licenses, operating contracts or lease agreements. Notice of this provision shall be provided, in writing, to any such person.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY:

ATTEST:

By: Peachtree City

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MANAGER:

ATTEST:

PEACHTREE CITY COMMUNITY GARDEN
Fresh South Inc., dba Fresh South Market, a
Georgia Non-Profit Corporation

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 2.3

OPERATING RESPONSIBILITIES OF MANAGER

General

1. Enforcement of all rules and regulations.
2. Regulation of access to the facility.
3. Management and supervision of facility property, preserving order and providing for security of facility and preventing injury to persons and animals.
4. Keeping facility open for designated number of hours and days as assigned in the agreement or at the discretion of the City
5. Inspection and maintenance of facility buildings and property.
6. Routine maintenance of the facility, with regular cleaning.
7. Repairing and replacing fencing.
8. Subject to City approval, Manager shall create a method in which to collect information of program participants and facility user satisfaction for the purpose of review by the City and Manager.

Programs, Activities and Services

1. Furnishing and paying for all costs relative to the operation and maintenance of facility and grounds including all, supplies, landscaping services, etc. The city will pay the water bill and waste collection and disposal service costs.
2. Providing proof of insurance as required by the City.
3. Facility use and access rates shall be based on cost of maintaining facility as determined by Manager and approved by the City.

Hours of Operation. The COMMUNITY GARDEN shall operate seven days a week, except during periods of inclement weather and certain holidays as identified between the City and the Manager. Hours of operation shall be established by the Manager in consultation with the Recreation and Special Events Administrator.

Manager will incorporate programs to City residents for no charge or at a reduced rate as well as proposed number of public access hours. Such programs shall be established by Manager in consultation with the Recreation and Special Events Administrator. Other programs may be established by Manager for the COMMUNITY GARDEN including, but not limited to, training classes, at Manager's discretion.

Building and Facility Responsibilities.

Improvements and maintenance of facility and equipment shall include, but not be limited to, the following:

1. Manager shall, at its expense, keep and maintain the premises, all buildings, structure, improvements, fixtures, trade fixtures, equipment and utility systems

- in good, operating usable and sanitary order and repair and in a good, safe and first-class condition.
2. Manager shall provide for general repair, replacement, rebuilding and restoration of buildings and facility grounds in keeping with the standard requirements set forth in applicable federal, state and local government regulations.
 3. Manager shall be responsible for the maintenance of all interiors of buildings or structures.
 4. Manager shall keep the facilities clear of trash, debris, and vermin.
 5. All repairs, improvements, modifications and additions to facilities shall be channeled through the Recreation and Special Events Administrator and have the written approval of the City Manager's Office prior to implementation.
 6. Manager shall provide and maintain all cleaning equipment and place trash bins in suitable locations.
 7. Manager shall maintain landscaping in and around facility.
 8. Manager may obtain sponsorships and provide necessary signage provided that any such signs comply with the City's Sign Ordinance.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager
City Engineer *[Signature]*
Interim Community Services Director/ Administrative Services Director *[Signature]*

FROM: Planning and Zoning Administrator *David*

DATE: July 13, 2011

SUBJECT: Consider request to release a portion of existing easement, 108 Nettlecure Court.
July 21, 2011 City Council Agenda

Recommendation:

That Council approve the request to release a portion of the existing easement along the rear of the property located at 108 Nettlecure Court within the Piney Knoll subdivision.

Discussion:

Mr. and Mrs. David Cooper ("Applicant") own the property located at 108 Nettlecure Court. The subject tract is 0.258 acres and is located within the Piney Knoll subdivision. The rear of the subject tract contains a 25' easement, which is a portion of a larger 50' wide easement straddling the rear property lines of several lots fronting on Postwood Turn and Nettlecure Court (Attachment "A").

The final plat for Piney Knoll was recorded on October 4, 1973. The final plat identifies a 50' wide easement along the rear of five (5) lots fronting on Postwood Turn and six (6) lots fronting on Nettlecure Court (Attachment "B"). The final plat indicates the easement was to be used for "the construction, maintenance, repair, operation, replacement, and alteration in size or otherwise of sanitary sewers, electric light and power and telephone lines, gas, water, drainage and storm sewer service, and other utilities" (Attachment "C").

A visual inspection indicates the easement was used for construction of sanitary sewer and a multi-use path, both of which are on the portion of the easement on the rear of the lots on Postwood Turn. Typically, the city requires an easement of 20' for sanitary sewer and/ or multi-use paths. Other than the verbiage on the final plat, there is no indication within the subdivision or rezoning file as to why the 50' easement was required.

Consider request to abandon portion of existing easement

July 13, 2011

Page 2

There are five (5) lots with access from Postwood Turn that are classified as "flag lots". These types of lots are typically within older subdivisions and were designed to allow construction of homes behind one another with access utilizing a common driveway. Although most of these lots were developed with single-family homes, the flag lots off of Postwood Turn were deemed unbuildable and were deeded to the city by Peachtree City Development Corporation (PCDC) several years ago to be utilized as greenbelt.

The boundary survey of the subject tract indicates the 50' easement encroaches 25' into the Applicant's rear yard as measured from the rear property line. The Applicant desires to construct an in-ground pool in their back yard. Prior to approving this construction, the portion of the easement on their property would need to be released. Because the easement was recorded on the final plat and dedicated to the city, the Applicant is requesting that City Council formally release the portion of the easement on their property.

The Director of Public Services/ Stormwater Manager and the City Engineer have visited the property and indicated they see no reason for the city to own and/ or maintain the portion of the easement on the subject tract. They concluded there are no stormwater issues and both the sanitary sewer and the multi-use path are located on the portion of the easement that is now city-owned greenbelt.

Budget impact:

There are no negative budget impacts associated with this request.

Attachments

NETTLECURE COURT (50' R/W)

NORTH
SUBD.
PLAT BOOK

375.31' TO THE R/W OF
WATERWOOD BEND
(60' R/W)

LOT 45 CONCRETE DRIVEWAY
0.40' OVER P/L
AT GREATEST POINT

LOT 45

7.5' B/L
PER THE CITY OF
PEACHTREE CITY

LOT 46 WOOD FENCE
3.7' OVER P/L
AT GREATEST POINT

N68°00'00"E

S22°00'00"E

31.96'

58.3'

141.07'

8.1'

10.0'

12.8'

N18°11'02"W

80.00'

N/F
CITY OF PEACHTREE CITY
BOOK 1461, PAGES 333-348.
LOT 35
ENLOCH VILLAGE
BINEY KNOLL

ASPHALT
CARPITH

18' OF
WALK for
to be
poses.

ve
famed
by
aid

CONCRETE
DRIVE

30' B/L
PER THE CITY OF
PEACHTREE CITY

COVERED
CONCRETE
PORCH

EXISTING
ONE STORY
FRAME & VINYL
HOUSE

PROPOSED
18' x 27'
POOL
SURROUNDED
BY CONCRETE
DECKING

30' B/L
PER THE
CITY OF
PEACHTREE
CITY

50' EASEMENT
PER S/D PLAT

LOT 46

ACRES +/-

122.42'

S70°40'18"W

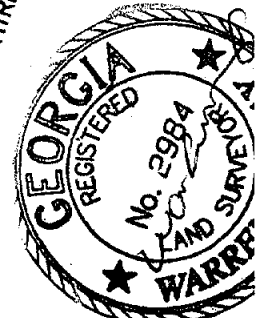
7.5' B/L
PER THE CITY OF
PEACHTREE CITY

3/8" REBAR
FOUND

1/2" REBAR
FOUND

1-1/2" PIPE
FOUND

1/2" REBAR
SET

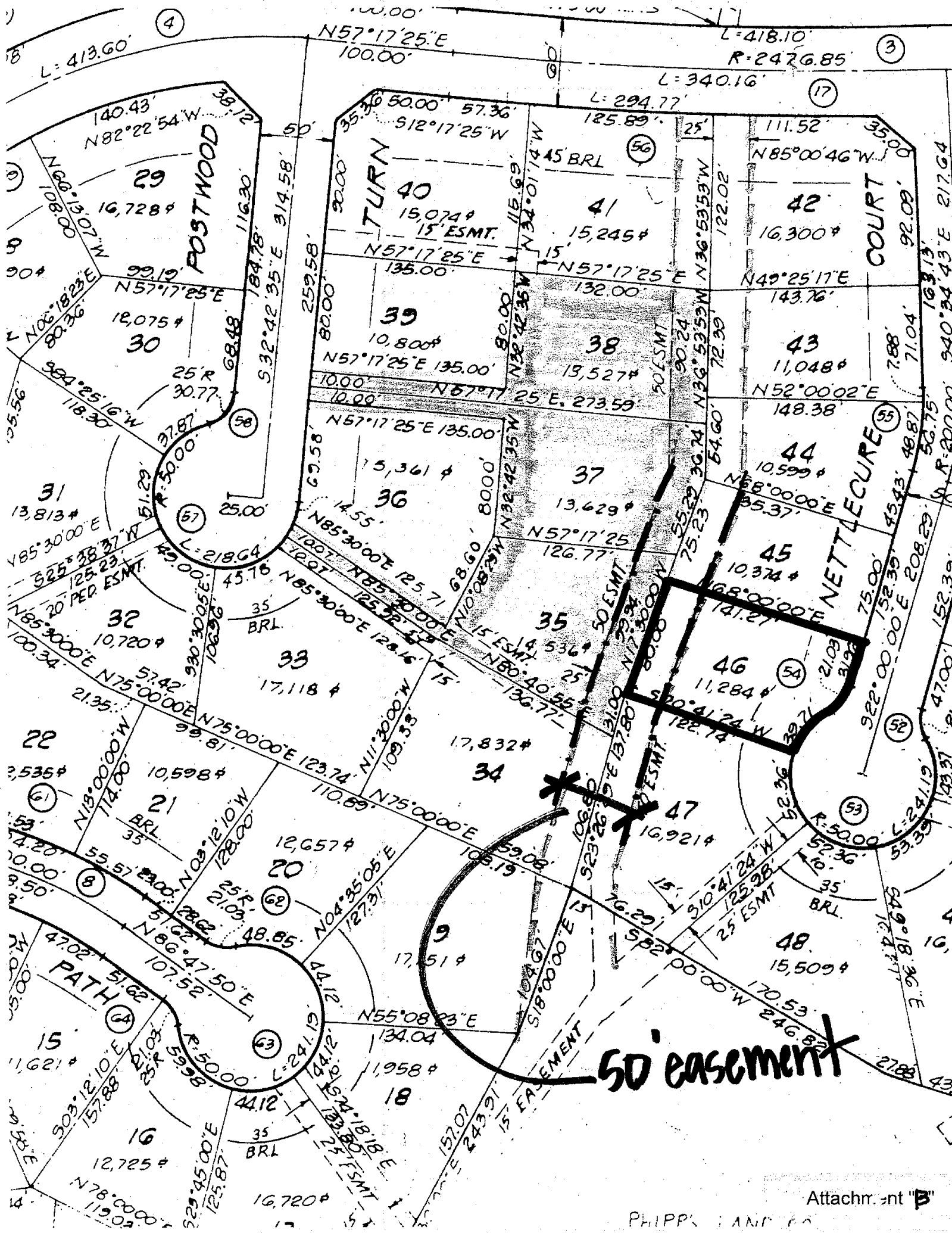


50' EASEMENT

Attachment "A"

0-10-11

FORMERLY
S LINE
WAY
ON

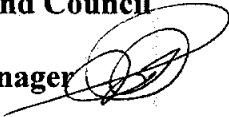


RESERVATION OF EASEMENT AREAS

There is reserved unto Phipps Land Company Inc (Phipps) its successors and assigns, a perpetual easement for the purposes and uses hereinafter set forth over, beneath, through, and across those portions of the lots shown hereon as Easement Area. Said Easement Area may be used for the construction, maintenance, repair, operation, replacement, and alteration in size or otherwise of sanitary sewers, electric light and power and telephone lines, gas, water, drainage and storm sewer service, and other utilities or services which Phipps may find necessary or proper. The city or other governing authority may establish such pedestrian ways, bicycle and cart paths within the easement areas as it deems appropriate, but without assessment or cost to the lot owner for any such improvement. Without permission from Phipps, no driveways, structures, fences, shrubbery, trees or other obstruction shall be erected or placed on any such area, and Phipps reserves to itself, its successors and assigns, the right to keep any such area clear of all driveways, structures, fences, shrubbery, trees or other obstructions. There is further reserved a perpetual easement of ingress and egress for the purpose of enabling Phipps to exercise the rights herein reserved.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: July 11, 2011
SUBJECT: Consider Countywide E911 Agreement
July 21, 2011 Agenda

Recommendation:

That Council authorize the Mayor to sign the attached Intergovernmental Agreement with the Board of Commissioners of Fayette County for the funding and operation of the E-911 Communications Center and participation in the countywide 800 MHz trunked radio communications system with City of Fayetteville, Town of Tyrone and the Fayette County Board of Education.

Discussion:

For over six months, the City of Peachtree City, the City of Fayetteville, the Town of Tyrone and the Fayette County Board of Education, have been engaged in talks regarding the Intergovernmental Agreement for the funding and operation of the E-911 Communications Center and participation in the countywide 800 MHz trunked radio communications system. After several meetings, they entered into final negotiations and the attached agreement has been reached. This agreement supersedes the Intergovernmental Agreement for the Establishment of a 911 Communications Board dated December 13, 1994. This agreement establishes and continues the original E-911 program, continues the Communications Board and provides for the continued service for Fayette County for 10 years. The initial term will be July 1, 2011 – June 2, 2021 and unless otherwise amended or terminated, shall automatically renew for additional periods of ten (10) years without further action of the parties. To provide funding, the County has agreed to levy a county wide E-911 Special Service Tax District. (see Exhibit A – Schedule of Payment).

Budget Impact:

The City of Peachtree City will pay \$253,552.00 for our contribution to the system in FY2012. In future years, the cost would be assessed by the E-911 Special Service Tax District, thereby reducing the direct payment from the City's General Fund for E-911 to \$0.

Attachment(s)

**INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING AND
OPERATION OF THE E-911 COMMUNICATIONS CENTER AND
PARTICIPATION IN THE COUNTYWIDE 800 MHZ TRUNKED RADIO
COMMUNICATIONS SYSTEM**

THIS AGREEMENT entered into this 1st day of July, 2011 between FAYETTE COUNTY, hereinafter referred to as the "County", the City of Peachtree City, the City of Fayetteville, the Town of Tyrone and the Fayette County Board of Education, hereinafter referred to as the "Agreement". This Agreement supersedes the Intergovernmental Agreement for the Establishment of a Consolidated 911 Communications Board dated December 13, 1994.

WITNESSETH:

WHEREAS, public safety communications and enhanced 911 service affect all the citizens of Fayette County, hereinafter sometimes referred to as the "County"; and

WHEREAS, the County and municipalities in the County recognize the need for providing the most efficient and effective service to the citizens without undue cost; and

WHEREAS, there exists an enhanced consolidated 911 communication service within the County; and

WHEREAS, the E-911 Communications Center, hereinafter sometimes referred to as the "Center", shall serve as the Primary Public Safety Answering Point for all emergency calls within Fayette County. In addition, the Center shall provide public safety dispatching services and will maintain and operate a comprehensive communications network to all participating agencies that serves the needs of the public safety community as well as non-emergency communication service provision to other governmental non-public safety participating agencies residing within Fayette County; and

WHEREAS, all local governments support the Special E-911 Tax District as the most equitable method for funding the E-911 Communications Center operations, capital and Countywide radio system; and

WHEREAS, all local governments support the Countywide 800 MHz Trunked Radio Communications System; and

WHEREAS, all local governments within the County support the continuation of the 911 Communications Board, hereinafter sometimes referred to as the "Board", to oversee the operations of the E-911 communication service as defined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the governing bodies of the County, the cities of Peachtree City and Fayetteville, the Town of Tyrone and the Fayette County Board of Education, hereby agree to support the continuation of the 911 Communications Board to approve all administrative, operational policies and rules and to approve the Communication's Director's recommended annual departmental budget.

1.0 PURPOSE: This Agreement shall address the funding and operation of the Fayette County, Georgia E-911 Communications Center and participation in the Countywide 800 MHz Trunked Radio Communications System with the following organizational goals:

- 1.1 To promote the health, safety and general welfare of the citizens throughout Fayette County, Georgia. To that end, the parties wish to continually improve procedural efficiency and technical capabilities of emergency call-taking, emergency call processing, and all emergency response communications;
- 1.2 To save lives by improved call processing time which reduces response times to emergency incidents;

- 1.3 To improve safety to emergency responders;
- 1.4 To effectively receive calls for routine and emergency assistance, based on structured call intake protocols, and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies;
- 1.5 To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire and EMS;
- 1.6 To bring about increased efficiencies and coordination of communications and emergency response services;
- 1.7 To provide the public and field response agencies with highly trained, certified and/or credentialed 911 employees who strive to provide the best service possible to all parties involved;
- 1.8 To set the goals of operating according to applicable guidelines and standards established by the Commission on Accreditation for Law Enforcement Agencies, Insurance Services Office, National Fire Protection Association, the Commission on Fire Accreditation International, the Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA);
- 1.9 To provide funding to ensure the appropriate level of service to all parties involved as defined by user agencies by establishing funding mechanisms and defining the budget process for the Center;

- 1.10 To provide for operational oversight from a "911 Communications Board" of emergency response professionals;
- 1.11 To ensure that each party has access to the Countywide 800 MHz Trunked Radio Communications System; and
- 1.12 To provide a mechanism for the withdrawal of parties to the Agreement.

2.0 DEFINITIONS: As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise.

- 2.1 "PSAP" (Public Safety Answering Point) shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services.
- 2.2 "9-1-1 Services" shall mean those services and equipment to answer emergency 9-1-1 calls on a 24-hours-per-day basis.
- 2.3 "County" shall mean Fayette County, Georgia.
- 2.4 "E-911" (Enhanced 9-1-1) shall mean the emergency communications system which connects the public to emergency response.
- 2.5 "Participants" shall mean the parties to this Agreement and such other entities as become parties in the future.
- 2.6 "Fayette County E-911 Communications Center" shall mean the system of providing such services or the facility housing the E-911 Communications

operations.

2.7 "911 Communications Board" shall mean the multi-jurisdictional Board of Law Enforcement, Fire and EMS professionals established to guide the operations of the Center as established in Fayette County Code of Ordinances, Article VI. Boards and Commissions, Division 1. 911 Communications Board as adopted on January 12, 1995. .

2.8 "Countywide 800 MHz Trunked Radio Communications System" shall mean the countywide communications system including towers, receivers, transmitters, radio frequencies and other equipment necessary for an efficient and effective communications system, hereinafter sometimes referred to as the "System". The System shall not include the equipment in the Public Safety Answering Point (PSAP) or radios and communication equipment purchased and maintained by each agency.

3.0 TERM OF AGREEMENT/WITHDRAWAL:

3.1 The term of this Agreement shall be for an initial period of Ten (10) years beginning July 1, 2011 and expiring on June 30, 2021, hereinafter referred to as the "Initial Term". Unless otherwise amended or terminated as provided herein, this Agreement shall be automatically renewed for additional periods of Ten (10) years, hereinafter referred to as the "Renewal Term" or "Renewal Terms", without further action of the parties.

3.2 Any party hereto may withdraw its participation in this Agreement by providing the other parties notice of its intent to withdraw at least Twelve (12) months but no sooner than Eighteen (18) months prior to the expiration

of the Initial Term or any Renewal Term. Any such notice must be approved by the governing authority of the party wishing to withdraw their participation in the Agreement. However, withdrawal by one or more parties shall not affect the rights or obligations of the remaining party(s). Furthermore, the remaining parties shall be entitled to collect and retain all district taxes for the operation of the Fayette County E-911 Communications Center for a period of two (2) calendar years from the date of withdrawal at which time the party withdrawing from this Agreement shall no longer be subject to the district taxes. Additionally, any party withdrawing from this Agreement shall retain all E-911 fees under the authority granted to it by the Georgia Emergency Telephone Number "911" Service Act of 1977 from the date of withdrawal of this Agreement.

3.3 Parties wishing to withdraw from this Agreement and continue to utilize the Countywide 800 MHz Trunked Radio Communications System shall be billed on a pro rata share of the total annual system maintenance, operations, capital, and depreciation costs based upon the entity's air time utilization as a percentage of total air time utilization.

3.4 Any party withdrawing and establishing its own 911 Communications Center shall provide preferential hiring to any Fayette County E-911 Communications Center staff based on qualifications and job performance that may be eliminated due to the withdrawal and subsequent reduction in force.

4.0 911 COMMUNICATIONS BOARD: The Fayette County 911 Communications Board is established as follows:

4.1 The 911 Communications Board formulates the policies and oversees the operations of the E-911 Communications Center, exclusive of personnel matters. The Board is empowered with sufficient authority to ensure the efficient operations of the Center. The Board shall be organized and empowered as set forth herein. The Board shall be constituted and operate pursuant to the provisions of the Fayette County Code of Ordinances, Article VI. Boards and Commissions, Division 1. 911 Communications Board as adopted on January 12, 1995.

4.1 Organization:

4.1.1 Membership. The Board shall consist of eight (8) members. The membership shall be comprised of the chiefs, or their designee(s), of: the Fire Department and Police Department of Peachtree City; the Fire Department and Police Department of Fayetteville; the Police Department of Tyrone; and the Department of Fire and Emergency Services for the County. The final two (2) members of the Board shall be the head of the County Marshal's Department, hereinafter referred to as the "Marshal", and the Sheriff of the County, or their designee(s).

4.1.2 Terms. The terms of all members shall begin on the first day of the month following the month in which the Board is activated and shall terminate upon dissolution of the Board.

4.1.3 Vacancies. A vacancy in membership shall be filled by the governing authority of the public safety entity from which there is a vacancy. A vacancy in membership occurs when there is a change in personnel with respect to the chiefs, or the Sheriff or Marshal. The

board position allocated to the respective chief, Sheriff or Marshal shall be filled by the person assuming the position of chief, Sheriff or Marshal, or his/her designee. Where a member of the Board is a designee of a chief, Sheriff or Marshal, such member's departure from the Board, for whatever reason, does not create a vacancy. The chief, Sheriff or Marshal that designated the person originally, shall fill the position with either himself/herself or his/her designee.

4.1.4 Compensation. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their official duties if such expenses are approved by the Board of Commissioners of the County.

4.1.5 Quorum. Five (5) members of the Board shall constitute a quorum. A vacancy on the Board shall not impair the right of the quorum to exercise all the rights and perform all of the duties of the Board. A minimum of five (5) affirmative votes is necessary before any motion can be passed.

4.1.6 Chairman/Board Responsibility/Authority: The Board is established by County Ordinance, and shall be accountable to the Board of Commissioners of Fayette County. The Board shall have the following responsibilities and authority:

4.1.6.1 Chairman Responsibilities: At its initial organizational meeting the Board shall elect a chairman from among its members and shall further establish a fair and equitable method for rotating the chairmanship annually among each member of the Board. The term of the chairman shall be for

one (1) year and shall rotate annually and subsequently to each Board member in the manner prescribed during the original organizational meeting.

4.1.6.2 To preside over Board Meetings;

4.1.6.3 To call special meetings as appropriate;

4.1.6.4 To represent the Board or appoint another member to represent the Board;

4.1.6.5 To represent the Board upon the presentation of the annual budget to the County Administrator and Board of Commissioners; and

4.1.6.6 To provide input to the County Administrator along with the Communications Board, regarding the annual performance appraisal of the Director;

4.1.7 Board Responsibilities:

4.1.7.1 Shall have the authority to establish policies necessary to oversee the efficient and effective operation of the E-911 Communications Center, exclusive of personnel matters;

4.1.7.2 The Board shall meet at least quarterly in order to assess the policies as they relate to the operations of the 911 Communications Service;

- 4.1.7.3 The Board shall ensure that the 911 Communications Center shall operate according to applicable guidelines and standards established by the Commission on Accreditation for Law Enforcement Agencies, Insurance Services Office, National Fire Protection Association, the Commission on Fire Accreditation International, the Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA). The implementation of all guidelines and standards shall be based on feasibility and cost evaluation as determined by the Board. These standards are nationally recognized and accepted as the appropriate means of achieving professionalism in service to the community;
- 4.1.7.4 Provide advocacy for both capital and operational needs of the Center;
- 4.1.7.5 Review all applicants for the position of Director of Communications, hereinafter referred to as the "Director", and may recommend employment of same to the County Administrator;
- 4.1.7.6 Establish operational protocols, policies and procedures for the Center with the assistance of the Director;
- 4.1.7.7 Establish county-wide definitions and standards for reportable calls for service for statistical consistency;

4.1.7.8 Consider and resolve questions, issues and disputes presented to the Board or parties to this Agreement; and

4.1.7.9 Work with the Director to submit to the County Administrator a recommended budget for the Center.

5 **DIRECTOR:** The Fayette County E-911 Communications Center will be managed, operated and supervised by a Director, who will be a Fayette County employee subject to the County's personnel policies, chain of command, and other employee regulations. The Responsibility and Authority of the Director are:

5.1 The Director shall be the administrative head of the Fayette County E-911 Communications Center and will be responsible for handling administration and personnel matters within the framework of Fayette County regulations and personnel policies.

5.2 The Director shall be responsible for following operational policies and protocols established by the Board.

5.3 The Director will prepare a proposed budget for Board approval and will assist the Board in submitting to the County Administrator a recommended budget for the E-911 Communications Center.

5.4 The Director shall be responsible for providing administrative support to the Board in conducting meetings, publishing notices and recording and maintaining minutes of meetings.

5.5 The Director will be responsible for managing the Center within the approved annual budget and shall provide reports to the Board as requested.

- 5.6 The Director will be responsible for all activities of the Center, including but not limited to oversight of call- taking, dispatching, records (custodian), recording, staffing, training, and security.
- 5.7 The Director shall establish and utilize performance standards for employees. The Director shall actively and continually consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency communications for the benefit of the public and emergency response agencies.
- 5.8 The Director shall review and evaluate service levels, performance standards, and/or operational procedures and provide reports to the Board as requested. Final decisions will be made by the Board on all changes in service levels, performance standards and operational procedures, contingent upon available funding for implementation. However, in order to meet the need for procedural changes in a dynamic deployment situation, the Director will be given authority to alter the procedures during critical circumstances.
- 5.9 The Director will participate in a non-voting capacity in meetings of the Board. Should it be necessary for the Director to miss a meeting, he/she will have a designee present.
- 5.10 The Director will develop appropriate long-range plans, including strategic capital improvements, staffing, technology, and other matters. A comprehensive long-range plan will be developed and updated yearly. This plan will be presented to the Board on a yearly basis at a date and time

determined by the Board. Each year the Board and Director will reach consensus on the plan, and the Board will take action to adopt the plan.

6 FUNDING:

6.1 Funding for the operational, maintenance, capital and debt service expenses associated with the E-911 Communications Service and Countywide 800 MHz Trunked Radio Communications System shall be provided through an E-911 Special Service Tax District with an effective date of July 1, 2011. In addition, all signatories shall pledge the proceeds of any E-911 fees imposed by it to , under the authority granted to it by the Georgia Emergency Telephone Number "911" Service Act of 1977, as amended, to Fayette County throughout their participation in this Agreement.

6.2 Each party agrees to adopt an ordinance pursuant to O.C.G.A. § 46-5-134.2 (which will be effective January 1, 2012) to impose a prepaid wireless 9-1-1 charge in the amount of 75 cents per retail transaction to be effective January 1, 2012. All signatories shall pledge the proceeds of any prepaid wireless E-911 fees imposed by it, under the authority granted to it by O.C.G.A. § 46-5-134.2, as amended, to Fayette County throughout their participation in this Agreement.

6.3 In order to transition to the E-911 Special Service Tax District, the parties agree to pay to the County, for a term of Two (2) years beginning on October 1, 2011 and ending on September 30, 2013, the pro-rata allocation of net operations not covered by 911 user fees and undesignated fund balance. The pro-rata allocation is based on the 2010 census population. The County shall invoice all parties for their respective pro-rata allocation on a quarterly basis. Undesignated fund balance from the previous fiscal year shall be applied as a credit to the pro-rata allocation prior to December 31st of each year.

7 **LIABILITY:**

- 7.1 To the extent allowed by law, the County agrees to hold the City of Fayetteville, the City of Peachtree City, the Town of Tyrone and the Fayette County Board of Education, their employees, agents, and officials harmless from any suit or claim which arises from or is related to the County's performance of this Agreement.

This Agreement entered into, and to become effective, as of the first day of July 1, 2011.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: _____

ATTEST

CITY OF PEACHTREE CITY

By: _____

ATTEST

CITY OF FAYETTEVILLE

By _____

ATTEST

TOWN OF TYRONE

By _____

ATTEST

FAYETTE COUNTY BOARD OF
EDUCATION

By _____

ATTEST

EXHIBIT "A"

Fayette County E-911 Communication Center Allotment of Budget Expenditures Among Participants FY 2012 Recommended Budget

	FY 2012		Variance
	Budget Request	Actual	
Expenditures	\$ 2,671,297		
Transfer to Capital Projects	-		
Sub-Total	\$ 2,671,297	\$ -	\$ 2,671,297
Less: Estimated Telephone Surcharge	\$ 850,000		
Estimated Wireless Surcharge	1,035,000		
	\$ 1,885,000	\$ -	\$ (1,885,000)
Operating Expenditures over <Revenue> EXCESS fund balance from 6/30/10	\$ (786,297)	\$ -	
Allocations COSTS	\$ (786,297)	\$ -	\$ 786,297

Allocation Amount Participants

	Population			
Tyrone	6,879	\$ (50,756)	\$	50,756
Peachtree City	34,364	(253,552)		253,552
Fayetteville	15,945	(117,649)		117,649
Fayette County	49,379	(364,339)		364,339
	106,567			
Allocations COSTS		\$ (786,297)	\$ -	\$ 786,297

**INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING AND
OPERATION OF THE E-911 COMMUNICATIONS CENTER AND
PARTICIPATION IN THE COUNTYWIDE 800 MHZ TRUNKED RADIO
COMMUNICATIONS SYSTEM**

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THIS AGREEMENT entered into this 1st day of July, 2011 between FAYETTE COUNTY, hereinafter referred to as the "County", the City of Peachtree City, the City of Fayetteville, the Town of Tyrone and the Fayette County Board of Education, hereinafter referred to as the "Agreement". This Agreement supersedes the Intergovernmental Agreement for the Establishment of a Consolidated 911 Communications Board dated December 13, 1994.

WITNESSETH:

WHEREAS, public safety communications and enhanced 911 service affect all the citizens of Fayette County, hereinafter sometimes referred to as the "County"; and

WHEREAS, the County and municipalities in the County recognize the need for providing the most efficient and effective service to the citizens without undue cost; and

WHEREAS, there exists an enhanced consolidated 911 communication service within the County; and

WHEREAS, the E-911 Communications Center, hereinafter sometimes referred to as the "Center", shall serve as the Primary Public Safety Answering Point for all emergency calls within Fayette County. In addition, the Center shall provide public safety dispatching services and will maintain and operate a comprehensive communications network to all participating agencies that serves the needs of the public safety community as well as non-emergency communication service provision to other governmental non-public safety participating agencies residing within Fayette County; and

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WHEREAS, all local governments support the Special E-911 Tax District as the most equitable method for funding the E-911 Communications Center operations, capital and Countywide radio system; and

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WHEREAS, all local governments support the Countywide 800 MHz Trunked Radio Communications System; and

WHEREAS, all local governments within the County support the continuation of the 911 Communications Board, hereinafter sometimes referred to as the "Board", to oversee the operations of the E-911 communication service as defined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the governing bodies of the County, the cities of Peachtree City and Fayetteville, the Town of Tyrone and the Fayette County Board of Education, hereby agree to support the continuation of the 911 Communications Board to approve all administrative, operational policies and rules and to approve the Communication's Director's recommended annual departmental budget.

1.0 PURPOSE: This Agreement shall address the funding and operation of the Fayette County, Georgia E-911 Communications Center and participation in the Countywide 800 MHz Trunked Radio Communications System with the following organizational goals:

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- 1.1 To promote the health, safety and general welfare of the citizens throughout Fayette County, Georgia. To that end, the parties wish to continually improve procedural efficiency and technical capabilities of emergency call-taking, emergency call processing, and all emergency response communications;
- 1.2 To save lives by improved call processing time which reduces response times to emergency incidents;

- 1.3 To improve safety to emergency responders;
- 1.4 To effectively receive calls for routine and emergency assistance, based on structured call intake protocols, and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies;
- 1.5 To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire and EMS;
- 1.6 To bring about increased efficiencies and coordination of communications and emergency response services;
- 1.7 To provide the public and field response agencies with highly trained, certified and/or credentialed 911 employees who strive to provide the best service possible to all parties involved;
- 1.8 To set the goals of operating according to applicable guidelines and standards established by the Commission on Accreditation for Law Enforcement Agencies, Insurance Services Office, National Fire Protection Association, the Commission on Fire Accreditation International, the Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA);
- 1.9 To provide funding to ensure the appropriate level of service to all parties involved as defined by user agencies by establishing funding mechanisms and defining the budget process for the Center;

1.10 To provide for operational oversight from a "911 Communications Board" of emergency response professionals;

1.11 To ensure that each party has access to the Countywide 800 MHz Trunked Radio Communications System; and

1.12 To provide a mechanism for the withdrawal of parties to the Agreement.

2.0 DEFINITIONS: As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise.

2.1 "PSAP" (Public Safety Answering Point) shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services.

2.2 "9-1-1 Services" shall mean those services and equipment to answer emergency 9-1-1 calls on a 24-hours-per-day basis.

2.3 "County" shall mean Fayette County, Georgia.

2.4 "E-911" (Enhanced 9-1-1) shall mean the emergency communications system which connects the public to emergency response.

2.5 "Participants" shall mean the parties to this Agreement and such other entities as become parties in the future.

2.6 "Fayette County E-911 Communications Center" shall mean the system of providing such services or the facility housing the E-911 Communications

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operations.

- 2.7 "911 Communications Board" shall mean the multi-jurisdictional Board of Law Enforcement, Fire and EMS professionals established to guide the operations of the Center as established in Fayette County Code of Ordinances, Article VI. Boards and Commissions, Division 1. 911 Communications Board as adopted on January 12, 1995..

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- 2.8 "Countywide 800 MHz Trunked Radio Communications System" shall mean the countywide communications system including towers, receivers, transmitters, radio frequencies and other equipment necessary for an efficient and effective communications system, hereinafter sometimes referred to as the "System". The System shall not include the equipment in the Public Safety Answering Point (PSAP) or radios and communication equipment purchased and maintained by each agency.

3.0 TERM OF AGREEMENT/WITHDRAWAL:

- 3.1 The term of this Agreement shall be for an initial period of Ten (10) years beginning July 1, 2011 and expiring on June 30, 2021, hereinafter referred to as the "Initial Term". Unless otherwise amended or terminated as provided herein, this Agreement shall be automatically renewed for additional periods of Ten (10) years, hereinafter referred to as the "Renewal Term" or "Renewal Terms", without further action of the parties.

- 3.2 Any party hereto may withdraw its participation in this Agreement by providing the other parties notice of its intent to withdraw at least Twelve (12) months but no sooner than Eighteen (18) months prior to the expiration

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of the Initial Term or any Renewal Term. Any such notice must be approved by the governing authority of the party wishing to withdraw their participation in the Agreement. However, withdrawal by one or more parties shall not affect the rights or obligations of the remaining party(s). Furthermore, the remaining parties shall be entitled to collect and retain all district taxes for the operation of the Fayette County E-911 Communications Center for a period of two (2) calendar years from the date of withdrawal at which time the party withdrawing from this Agreement shall no longer be subject to the district taxes. Additionally, any party withdrawing from this Agreement shall retain all E-911 fees under the authority granted to it by the Georgia Emergency Telephone Number "911" Service Act of 1977 from the date of withdrawal of this Agreement.

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- 3.3 Parties wishing to withdraw from this Agreement and continue to utilize the Countywide 800 MHz Trunked Radio Communications System shall be billed on a pro rata share of the total annual system maintenance, operations, capital, and depreciation costs based upon the entity's air time utilization as a percentage of total air time utilization.

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- 4.0 911 COMMUNICATIONS BOARD: The Fayette County 911 Communications Board is established as follows:

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4.1 The 911 Communications Board formulates the policies and oversees the operations of the E-911 Communications Center, exclusive of personnel matters. The Board is empowered with sufficient authority to ensure the efficient operations of the Center. The Board shall be organized and empowered as set forth herein. The Board shall be constituted and operate pursuant to the provisions of the Fayette County Code of Ordinances, Article VI. Boards and Commissions, Division 1. 911 Communications Board as adopted on January 12, 1995.

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4.1.2 Terms. The terms of all members shall begin on the first day of the month following the month in which the Board is activated and shall terminate upon dissolution of the Board.

4.1.3 Vacancies. A vacancy in membership shall be filled by the governing authority of the public safety entity from which there is a vacancy. A vacancy in membership occurs when there is a change in personnel with respect to the chiefs, or the Sheriff or Marshal. The

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4.1.5 Quorum. Five (5) members of the Board shall constitute a quorum. A vacancy on the Board shall not impair the right of the quorum to exercise all the rights and perform all of the duties of the Board. A minimum of five (5) affirmative votes is necessary before any motion can be passed.

4.1.6 Chairman/Board Responsibility/Authority: The Board is established by County Ordinance, and shall be accountable to the Board of Commissioners of Fayette County. The Board shall have the following responsibilities and authority:

4.1.6.1 Chairman Responsibilities: At its initial organizational meeting the Board shall elect a chairman from among its members and shall further establish a fair and equitable method for rotating the chairmanship annually among each member of the Board. The term of the chairman shall be for

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4.1.7 Board Responsibilities:

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4.1.7.6 Establish operational protocols, policies and procedures for the Center with the assistance of the Director;

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4.1.7.7 Establish county-wide definitions and standards for reportable calls for service for statistical consistency;

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4.1.7.8 Consider and resolve questions, issues and disputes presented to the Board or parties to this Agreement; and

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4.1.7.9 Work with the Director to submit to the County Administrator a recommended budget for the Center.

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5 **DIRECTOR:** The Fayette County E-911 Communications Center will be managed, operated and supervised by a Director, who will be a Fayette County employee subject to the County's personnel policies, chain of command, and other employee regulations. The Responsibility and Authority of the Director are:

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5.1 The Director shall be the administrative head of the Fayette County E-911 Communications Center and will be responsible for handling administration and personnel matters within the framework of Fayette County regulations and personnel policies.

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5.2 The Director shall be responsible for following operational policies and protocols established by the Board.

5.3 The Director will prepare a proposed budget for Board approval and will assist the Board in submitting to the County Administrator a recommended budget for the E-911 Communications Center.

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5.4 The Director shall be responsible for providing administrative support to the Board in conducting meetings, publishing notices and recording and maintaining minutes of meetings.

5.5 The Director will be responsible for managing the Center within the approved annual budget and shall provide reports to the Board as requested.

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CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director P.S.
Assistant Financial Services Director 
Purchasing Agent 

FROM: Public Services Director 

DATE: July 11, 2011

SUBJECT: Sole Source Name Brand Purchase of Elgin Pelican
July 21, 2011 City Council Meeting

Recommendation:

Staff recommends that City Council authorize the sole source name brand purchase of an Elgin Pelican Street Sweeper to Environmental Products of Georgia for the amount not to exceed \$153,052.00.

Discussion:

Currently the City has a contract for monthly street sweeping of 73 miles of City Streets. This contract accounts for \$65,000 of the annual storm water budget. This contract limits the extent service as staff has no way to complete maintenance on an as needed basis. Therefore in most cases if additional sweeping is needed above this scope a change order must be completed. Therefore, staff began researching the feasibility and cost of purchasing a street sweeper.

In 2009 the City looked at replacing the sweeping contract in part by purchasing a smaller parking lot sweeper. This method would not have been cost effective as the City would have had to operate the sweeper and still fund an additional contract for monthly street sweeping. As such the City proceeded with the Contract.

To be more efficient the City needs to look at a bigger sweeper capable of sweeping both City streets and municipal parking lot. As such staff has looked into a several bigger sweepers, but recommends that if the City moves forward with the purchase, that the Elgin Pelican be selected. There are several reasons for the recommendations to name brand purchase this equipment.

The first reason staff has to purchase the sweeper and cancel the contract is the annual savings. Based on the quoted price and estimated annual maintenance requirements staff projects a

savings of over \$30,000 per year at the current level of service. In fact almost twice as much sweeping could be completed and still achieve savings of almost \$20,000 per years based on hours of operation.

The next reason that staff would suggest the name brand purchase be made, is that prior to the outsourcing of the contract for sweeping the City owned an older model of the Pelican. Although the newer version is much more technologically advanced, the operations are still much the same. Many current staff members would be able to operate the equipment with little to no additional training.

Another reason for the name brand purchase is maintenance efficiencies that can be reached through this equipment. Again because staff has maintained a similar piece of equipment we would be proficient in the maintenance and would not have to outsource routine repairs. Other similar devices would not be able to be maintained in house other than the standard truck chassis. The actual sweeper mount would have to be outsourced for maintenance.

In addition staff is recommending the sole source purchase of this equipment from Environmental Products of Georgia. As stated in the attached letter Environmental Products is the only authorized dealer for the Pelican in this region. As such there is not a way to competitively bid this equipment. In addition this vendor has a demo model available which would provide a savings of \$6,000 over new equipment. Also, this would allow for immediate delivery, versus a new item which has a 4 to 6 month lead time.

Budget Impact:

If approved by council funds will be disbursed from the Stormwater Utility Renewal and Extension fund for the amount not to exceed **\$153,052.00.**

Attachments

**Cost Analysis - Elgin Pelican
FY 2011 Stormwater Fund**

Equipment Purchased for Cash

Purchase Price	\$	153,002	
Useful Life		10 years	
Amortized Cost per year			\$ 15,300.20

Estimated Maintenance Costs (lifetime) Including brushes	\$	60,000.00	
Average annual maintenance costs:			\$ 6,000.00

Annual Liability Insurance (per GMA)			\$ 780.00
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Estimated Annual Personnel Costs:

24 man-hours per month for equipment operator:	\$	8,614.80	
5 man-hours per month for mechanic:	\$	1,835.86	

Total Estimated Annual Personnel Costs:			\$ 10,450.66
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Total Annual Estimated Costs if Purchased (average):			<u>\$ 32,530.86</u>
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Annual Contract Option

Contractor Annual Cost Estimate (based on current contract) :			\$ 65,000.00
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Annual estimated cost benefit of purchase vs contractor:			\$ 32,469.14
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Hourly cost of equipment operator	\$	29.91	
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Additional hours of sweeping that could be attained with savings:			1,085.5
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FEDERAL SIGNAL
Environmental Solutions

Advancing security and well-being.

July 7, 2011

ELGIN
VACTOR
GUZZLER
JETSTREAM

To Whom It May Concern:

Thank you for your interest in products from Elgin Sweeper Company. Environmental Products of Georgia is the factory authorized sales and service center for Elgin products, parts and service in the state of Georgia. Per Elgin's dealer agreement, dealers are unable to sell outside their area of responsibility.

If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Bob Sangalli
Regional Sales Manager
(847) 778-8135
bsangalli@fsepg.com



Environmental Products
of Georgia

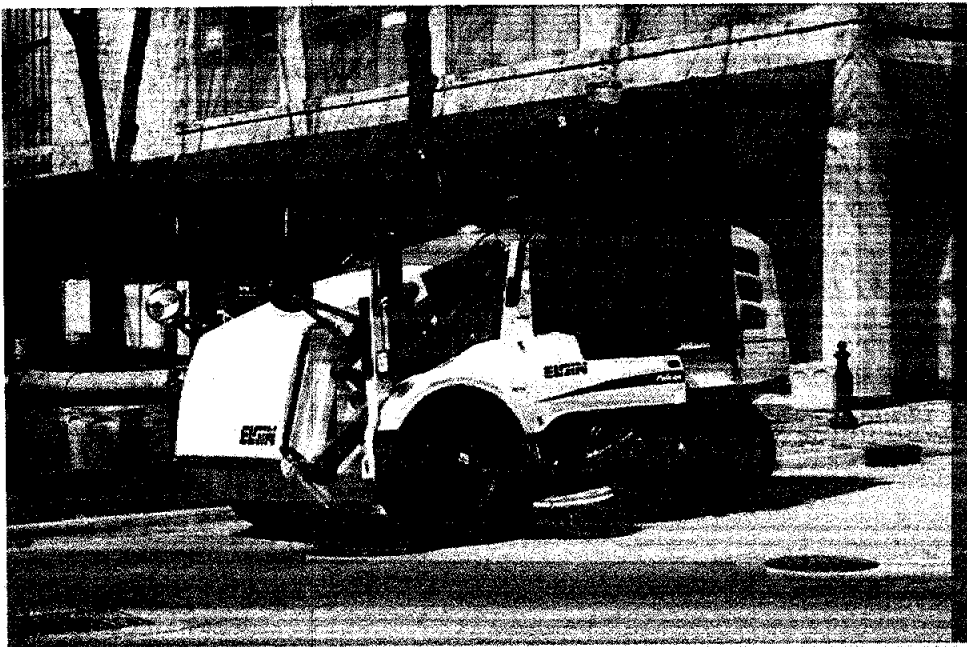
Elgin • Vactor • EnviroSight

ELGIN PELICAN STREET SWEEPER PROPOSAL

Prepared for: CITY OF PEACHTREE CITY

Prepared by: JOE LAGANKE

Date: JULY 5, 2011



877-446-3085

4815 Mendel Court • Atlanta • Georgia • 30336

www.EPOFC.com

6/7/2011

CITY OF PEACHTREE CITY

Mark Caspar
209 McIntosh Trail
Peachtree City, GA 30269

Dear Mr. Caspar,

I am pleased to present the following proposal for **One (1) NEW Elgin Pelican Street Sweeper**. This price is based on our stock unit. Please review the following specifications to make sure they meet your requirement. I hope the proposal meets your favor.

The Elgin Pelican as proposed to the City of Peachtree City shall include the following features:

FEATURES

DURABLE, PURPOSE BUILT DUAL STEER CHASSIS
HYDROSTATIC DRIVE AND STEERING
3.5 CUBIC YARD VARIABLE HEIGHT FRONT DUMP HOPPER
220-GALLON POLYETHYLENE WATER TANK
JOHN DEERE 4045T, 99HP, FOUR CYLINDER, TURBOCHARGED EPA TIER 3 DIESEL ENGINE
EXTRA WIDE CORDURA SUSPENSION SEATS WITH ARM RESTS
DUAL 36" GUTTER BROOMS WITH IN CAB PRESSURE CONTROL
HYDRAULICALLY DRIVER VARIABLE SPEED MAIN BROOM
REAR CAMERA WITH IN CAB MONITOR
COLOR CODED AND FUNCTION STAMPED ELECTRICAL WIRING, WATER LINES AND AIR LINES
RETURN TO SWEEP FEATURE WITH AUTOMATIC PICKUP IN REVERSE
NO JAM DEBRIS CONVEYOR WITH FULL WIDTH MOLDED-IN CLEATS
CONVEYOR CLEANOUT SYSTEM
AIR CONDITIONING
AM/FM RADIO WITH CD AND (2) MAP LIGHTS
(2) HEATED AND MOTORIZED MIRRORS
LEFT HAND SIDE BROOM TILT
RIGHT HAND SIDE BROOM TILT
HYDRAULIC LEVEL AND TEMPERATURE SHUTDOWN
IN CAB AIR RESTRICTION GAUGE
25' WATER FILL HOSE
HEAVY DUTY DUAL LIMB GUARDS
(2) REAR FLOODS AND BACKUP LIGHTS

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www.EPOFC.com



Environmental Products *of Georgia*

Elgin • Vactor • EnviroSight

LED STROBE WITH GUARD
PELICAN P OPERATOR, SERVICE & PARTS MANUALS
JOHN DEERE 4045T TIER 3 OPERATOR AND PARTS MANUALS
TRAINING ON OPERATION AND MAINTENANCE PROCEDURES
DELIVERY TO CITY OF PEACHTREE CITY

WARRANTIES INCLUDE:

1- YEAR STANDARD WARRANTY ON ALL ELGIN PARTS AND LABOR

LIFETIME WARRANTY AGAINST RUST THROUGH OF WATER TANK

12-MONTHS, UNLIMITED HOURS OF USE OR 24-MONTHS AND PRIOR TO ACCUMULATION OF 2000 HRS OF USE ON
JOHN DEERE ENGINE

SALES PRICE: **\$153,002.00 /Stock Unit**

\$156,522.00/Same Unit (New Order)

THE PRICE DIFFERENCE IS DERIVED FROM A DISCOUNT OFFERED BY ELGIN AS INCENTIVE TO
DEALERS TO STOCK UNITS FOR DEMONSTRATION PURPOSES.

LEASING QUOTATION FOR THE CITY OF PEACHTREE CITY

STRUCTURE: Municipal Lease Purchase
1st PAYMENT DUE: At signing
PURCHASE OPTION: \$1.00*
FEES: None
PREPAYMENT PENALTY: None

877-446-3085

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www.EPOPC.com

Environmental Products
of Georgia

Elgin • Vactor • EnviroSight

TERM	RATE	Payment
4 Years	4.25%	4 @ \$30,611.44 and 1 @ \$45,000.00*
Add maintenance		4 @ \$12,000.00 (not financed, billed annually in advance by the lessor and sent to EPOG) 1 st Source Bank is just the billing agent for maintenance.
Total		4 @ \$42,611.44 and 1 @ \$45,000.00*
5 Years	4.45%	5 @ \$28,136.20 and 1 @ \$30,000.00*
Add maintenance		5 @ \$12,000.00 (not financed, billed annually in advance by the lessor and sent to EPOG) 1 st Source Bank is just the billing agent for maintenance.
Total		5 @ \$40,136.20 and 1 @ \$30,000.00*

* Environmental Products of Georgia, in an unrelated agreement to 1st Source Bank's lease-purchase agreement, will guarantee to purchase the equipment at the end of term, for the above stated last payment, should the City decide to return the vehicle. The City will still be liable for the final payment under the tax-exempt municipal lease agreement. (This is a \$1.00 purchase option tax-exempt lease).

The above rates and payment factors will be valid for a period of thirty (30) days from the date of this quotation and are subject to credit approval. If you have any questions, please call Carolyn "Charlie" McNeill at 260-490-9014.

I appreciate your consideration. Please feel free to call me if you have any questions.

Thank you,

Joe LaGanke
South Georgia Territory Manager
Environmental Products of Georgia <<http://www.epofc.com>>
Cell #404-964-8339
Email: jlaganke@epofc.com

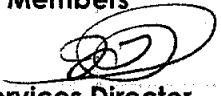
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CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Administrative Services Director

FROM: Public Information Officer/City Clerk

DATE: July 14, 2011

SUBJECT: Consider Alcohol Ordinance Amendment – Prohibited Distances
July 21, 2011, City Council Meeting

Recommendation:

That Council adopt the attached amendment to the City's Alcoholic Beverage Ordinance.

Discussion:

Peachtree City's existing Alcoholic Beverage Ordinance establishes distance requirements from certain types of facilities, including churches, schools, and alcohol treatment centers. The State of Georgia imposes similar distance requirements, but allows the licensing of establishments serving beer and wine in closer proximity to some of these uses. The State also imposes distance requirements from Housing Authority properties that are not reflected in Peachtree City's ordinances.

The discrepancies between state and city requirements have led to some confusion on the part of applicants and staff, especially in cases where existing businesses have held licenses and a church or college has leased space nearby in more recent years. Westpark Walk Shopping Center is currently in this situation. Several restaurants have held and currently hold alcohol licenses in that center, including Carrabbas, Ranchero, Pascal's Bistro, and City Tap.

However, both Atlanta Christian College and Clayton State University now lease space in office buildings near the center, eliminating the possibility of any additional licenses in Westpark Walk. Peachtree City has received two applications for new licenses in the center that currently cannot be issued.

A similar question has arisen over the years regarding the possibility of The Gathering Place holding a qualifying location permit for private functions renting the facility, but the distance requirements from Huddleston Elementary currently prohibit such a permit. The proposed change would allow Council to consider this option.

The proposed amendment does not change the distance requirements for establishments selling distilled spirits. Both the City Attorney and the Police Chief have reviewed the amendment.

Budget Impact:

This item could have a slight positive impact through a minor expansion in the licensing of establishments that can serve alcoholic beverages.

AN ORDINANCE TO AMEND CHAPTER SIX, ALCOHOLIC BEVERAGES, OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED, TO ESTABLISH PROHIBITED DISTANCES FROM CERTAIN ESTABLISHMENTS IN ISSUING AN ALCOHOLIC BEVERAGE LICENSE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City, that:

Section 1. Chapter Six, Article II, Division 1, Section 6-39 of the Alcoholic Beverage Ordinance, as amended, be amended as follows:

Sec. 6-39. - No licenses issued within prohibited distances - Sale of alcoholic beverages near churches, schools, or other sites.

(a) No license shall be issued pursuant to this article for the sale of ~~for the sale of~~ any alcoholic beverages on premises located:

(1) Any distilled spirits in or within 100 yards of any church building or within 200 yards of any school building, educational building, school grounds, or college campus;

(2) Any wine or malt beverages within 100 yards of any school building, school grounds, or college campus. This subparagraph shall not apply at any location for which a license has been issued prior to July 1, 1981, nor to the renewal of such license. Nor shall this subparagraph apply at any location for which a new license is applied for if the sale of wine and beer was lawful at such location at any time during the 12 months immediately preceding such application;

(3) Any distilled spirits, wine, or malt beverages within 100 yards of an alcoholic treatment center owned and operated by this state or any county or municipal government therein. This paragraph shall not apply to any business having a license in effect on July 1, 1981;

(4) Any distilled spirits, wine, or malt beverages for consumption on the premises within 100 yards of any property containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the Georgia "Housing Authorities Law." This subsection shall not apply at any location for which a license has been issued prior to July 1, 2000, nor to the renewal of such license. Nor shall this subsection apply at any location for which a new license is applied for if the sale of alcoholic beverages for consumption on the premises was lawful at such location at any time during the 12 months immediately preceding such application.

~~(1) Within 100 yards of a church building or an alcoholic treatment center building.~~

~~(2) Within 200 yards of any school building, educational building, school grounds, college building, or college campus. The school buildings or educational buildings referred to in this subsection shall~~

~~apply only to state, county, city or church school buildings and to such buildings at other such schools in which subjects are taught which are commonly taught in the common schools and colleges of this state.~~

(b) The distances referred to in subsection (a)(1) and (2) of this section shall be measured by the shortest straight line.

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

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

Section 4. This ordinance shall be in full force and effect upon its adoption.

This _____ day of _____ 2011.

Don Haddix, Mayor

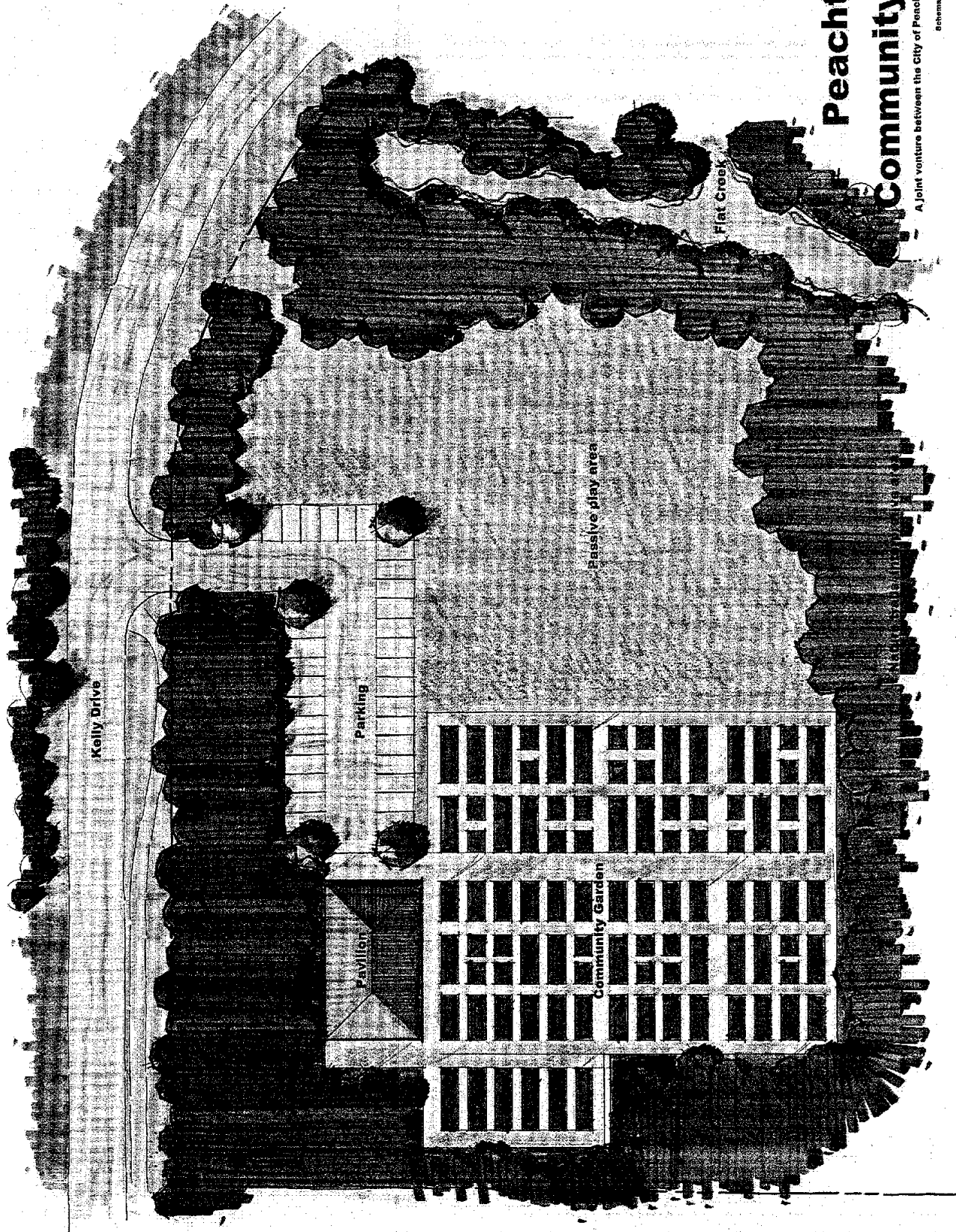
Attest: _____
City Clerk

City Council of Peachtree City
REVISED AGENDA
July 21, 2011
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize 4th of July Parade Trophy Winners
 - Swearing in – Officer Stephen Stoyell
 - Employee of the Month – Robbie Shelton, Fire Department
 - Recognize Sam Smith – 20 Years of Service
 - Recognize Scott McCord – 15 Years of Service
- IV. Citizen Comment

Any member of the public attending the meeting may comment on any issue or item that is not included on the agenda. Time limit is two (2) minutes.
- V. Agenda Changes
- VI. Minutes
 - June 16, 2011, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 1. Consider Agreement with Youth Football Association
 - Packers program has changed name to Chiefs, new agreement required
 2. Consider Budget Adjustments for FY 2011
 - Adjustments include grant received for CERT program
 3. Consider Reimbursement Resolution – Kedron Bubble
 - Resolution allows City to seek reimbursement for expenditures made prior to financing
 4. Consider PCAA Water Line Easement
 - Request from Airport Authority to locate water line in parcels owned by City
- IX. Old Agenda Items
 - 06-11-CA1 Discuss and Consider Surplus of Dive Team Equipment
 - Discuss funding of dive team for FY2012 or to surplus then donate equipment to Henry County
- X. New Agenda Items
 - 07-11-01 Public Hearing – FY 2011-2012 Budget
 - Presentation and public discussion of proposed FY 2011-2012 budget; vote scheduled August 4
 - 07-11-02 Public Hearing – Consider Variance, Rear Building Setback, 643 N. Fairfield Drive
 - Applicant desires to construct deck within the rear building setback
 - 07-11-03 Public Hearing – Consider Amendment to Section 908 Accessory Uses – Donation Drop Off Boxes
 - Staff is proposing language to regulate the installation of donation drop boxes within the City
 - 07-11-04 Consider Reallocation of SPLOST Funds
 - Reallocation of SPLOST funds to eliminate funding allocated for Gateway Bridge design and remaining unallocated SPLOST funds to be moved to street and cart path maintenance
 - 07-11-05 Consider Full Redemption of 2006 Development Authority Revenue Bond
 - Using cash reserves to payoff the 2006 DAPC Revenue Bond early due to high interest rate and projected savings
 - 07-11-06 Consider Community Garden Agreement
 - Applicant desires to develop and manage a community garden within the Kelly Drive park
 - 07-11-07 Consider Request to Abandon Easement, 108 Nettlecure
 - Applicant requests the abandonment of an existing 25-foot easement along their rear property line
 - 07-11-08 Consider Intergovernmental Agreement with FCBOC for E-911
 - All municipalities are proposing a modification to the intergovernmental agreement with FCBOC for Countywide E911 Services
 - 07-11-09 Consider Name Brand Purchase of Elgin Street Sweeper
 - Staff proposes the purchase of a street sweeper for stormwater maintenance purposes
 - 07-11-10 Consider Amendment to Alcohol License – Change in Distance Requirements
 - Change would mirror state statute regarding sale of beer and wine and proximity to schools
 - 07-11-11 Consider Resolution to Censure Mayor Haddix
 - Consider resolution to censure Mayor Don Haddix and call for corrective action in order to protect and better serve the citizens of Peachtree City
- XI. Council/Staff Topics
 - Hot Topics Update
- XII. Executive Session

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



Peachtree City Community Garden

A joint venture between the City of Peachtree City and Fresh South, Inc.

Schematic plan developed by David E. Reed, ASLA
July, 2011

Scale: 1" = 20'-0"

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION NO. _____

**A RESOLUTION TO CENSURE MAYOR DONNIE OWEN HADDIX
AND TO CALL FOR CORRECTIVE ACTION IN ORDER TO BETTER PROTECT AND
SERVE THE CITIZENS OF PEACHTREE CITY, GEORGIA.**

WHEREAS, the Peachtree City Code of Ethics states as a declaration of policy that its officials are to, "Create an environment of honesty, openness and integrity"; and

WHEREAS, the Peachtree City Code of Ethics states as a declaration of policy that, "The citizens of the City have confidence in the integrity of their government"; and

WHEREAS, the Peachtree City Code of Ethics states as a declaration of policy that, "The proper government and administration of the City requires that its officials use the power of their position for the well being of their constituents"; and

WHEREAS, the Peachtree City Mission Statement compels the elected leaders of Peachtree City to ensure residents a "healthy environment in which to live, work, and enjoy leisure time"; and

WHEREAS, the Peachtree City Mission Statement compels the elected leaders of Peachtree City to "promote a sense of community"; and

WHEREAS, Peachtree City Mayor Donnie Owen Haddix has created an untenable work environment by publicly belittling and criticizing current and former city employees, elected officials, and appointed officials, resulting in at least one lawsuit with related costs to the City; and

WHEREAS, Mayor Haddix has publicly criticized the Fayette County Development Authority, the Atlanta Regional Commission, and other agencies in a manner that has damaged Peachtree City's relationship with those and other agencies; and

WHEREAS, the Mayor's criticism of the Fayette County Development Authority ignores the fact that such entity has assisted in bringing the following businesses to Peachtree City: Sany, Cooper Lighting, Panasonic, Aventure Aviation, Hoshizaki, Shinsei, AIM Aircraft Spares, Rinnai, NCR, and more; and

WHEREAS, the citizens of Peachtree City and the City Council expect a return to civility, respect, integrity, and trust.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peachtree City, Georgia, that:

Section 1: The City Council has lost confidence in Mayor Donnie Owen Haddix.

Section 2: The City Council hereby censures Mayor Haddix for comments and actions that put the City of Peachtree City at financial risk, create an untenable work environment, and damage the City's relationships with other governmental agencies.

Section 3: The City Council admonishes Mayor Haddix for comments and actions directed toward former Mayor Harold Logsdon and former employee Joey Grisham.

Section 4: The City Council asks that Mayor Haddix correctly carry out the duties of Mayor, adhere to the City Charter, Council Rules, and common courtesy, work effectively as a member of the City Council, and work effectively in his capacity of Mayor with other state and local government agencies.

Section 5: If Mayor Donnie Owen Haddix cannot or will not take corrective action to carry out the duties of Mayor, function as a member of City Council, and adequately represent the citizens of Peachtree City, the City Council asks that Mayor Haddix resign from office.

Section 6: This resolution is effective upon passage.

IT IS SO RESOLVED this _____ day of _____ 2011 by the City Council of the City of Peachtree City.

ATTEST:

Don Haddix, Mayor

Betsy Tyler, City Clerk

Eric Imker, Council Post 1
Mayor Pro-Tem

Doug Sturbaum, Council Post 2

Kim Learnard, Council Post 3

Vanessa Fleisch, Council Post 4