

City Council of Peachtree City

Agenda

July 12, 2012

7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Recognize Winners from the July 4th Parade
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
June 18, 2012, Workshop Minutes
June 21, 2012, Regular Meeting Minutes
- VII. Monthly Reports**
Due to the holiday week, change in the meeting date, and some technical issues, the Monthly Reports won't be ready until later
- VIII. Consent Agenda**
 - 1. Consider Budget Amendments – FY 2012**
 - 2. Consider Amendments to Governmental Finance Corporation Bylaws Relative to Meeting Notices for Consistency with State Law**
 - 3. Consider Georgia Dept. of Transportation Mowing and Maintenance Agreement**
- IX. Old Agenda Items**
- X. New Agenda Items**
 - 07-12-01 Public Hearing – Consider Step One Annexation Request - Southern Pines Tract**
Applicant desires to annex 77-acre Southern Pines tract for office use and a 90-lot residential subdivision
 - 07-12-02 Public Hearing – Variance – Fayette County, Lake McIntosh**
Fayette County requests a variance to the City's Watershed Protection Buffer Ordinance to construct a park and boat ramp adjacent to the dam
 - 07-12-03 Consider Temporary Construction Easement for BCS Pond**
Request to acquire temporary construction easement for maintenance of pond
 - 07-12-04 Consider Amending Oath of Office under City Charter and Initiating Procedure under Georgia Home Rule Act**
Request for Council direction regarding a change to City Charter relative to the Oath of Office for Mayor and Council
 - 07-12-05 Consider Elimination/Replacement of One Position in Human Resources**
Recommendation to eliminate Human Resources Administrator position and replace with a new position titled Director, Human Resources and Risk Management
- XI. Council/Staff Topics**
Hot Topics Update
- XII. Executive Session**

City Council of Peachtree City
Workshop Minutes
June 18, 2012
6:30 p.m.

The Mayor and Council of the City of Peachtree City met in workshop session on Monday, June 18, 2012. Mayor Don Haddix called the meeting to order at 6:30 p.m. Other members attending: Vanessa Fleisch, Kim Learnard, and Eric Imker. George Dienhart was delayed and arrived at approximately 7:15 p.m.

City Manager Jim Pennington noted that there were several unknowns for the coming year, including the Local Option Sales Tax (LOST) mediation results and the final property tax digest. He said he had neglected to include in the budget message that the City's number one asset was its employees. They were more important than the buildings, vehicles, etc., because they delivered the services to residents. Services were what the City provided. He asked Council to give consideration to a minimum two percent (\$275,000) across the board salary increase to employees, since there had been no raises in four years. The amount was not included in the proposed budget, but he was presenting it separately.

Salvatore said that the City was projecting a 38% fund balance by year end, of which approximately \$5 million was committed for future budget stabilization.

Salvatore noted that the City faced three threats to revenue: a continued decline in property values, the depletion/discontinuation of the Fayette County Transportation Special Purpose Local Option Sales Tax (SPLOST), and LOST negotiations. He continued that Peachtree City property values had declined nearly 11% since 2009, including a 4.6% decline since 2011 (\$529,000 in associated revenue). The model for 2013 was projecting no further decline, but there would probably be a 4.6% decline.

To offset the \$529,000 decline since the previous year, staff was proposing a 0.3 mill "roll up" of the Maintenance & Operation (M&O) millage rate to offset the digest value decline. This would not qualify under state law as a tax increase because it would be revenue neutral.

The 2005 Fayette County SPLOST had provided roughly \$2 million per year for streets and cart paths. The SPLOST had expired, and the remaining funds would be completely depleted by the end of FY 2013. There would be a regional Transportation SPLOST (TSPLOST) vote at the end of July that could provide new revenue to the City. If the regional TSPLOST failed, staff was proposing a General Obligation (GO) bond referendum for Peachtree City voters in FY 2014.

Salvatore said staff continued to project a significant decline in the City's percentage of the LOST due to the population shifts within the County since 2000. Negotiations were still pending, and the model estimated between \$150,000 and \$300,000 less in revenue for future years. This would have an ongoing, annual impact on the budget model.

Ongoing expense challenges included the ongoing demand for maintenance of City facilities and infrastructure and a continued need for technology upgrades. Salvatore noted that the FY 2013 operating budget under review that evening did not include any cost of living increases or raises for employees. He said other future expense increases were nominal in future years (1.5%).

Salvatore said staff continued to look for ways to reorganize and economize in providing existing services. If revenues continued to suffer and there was no desire for millage rate increases, there would need to be further adjustments in the level of services or the way they were delivered.

Staff needed clear direction from citizens and Council on the outcomes expected from the budget process.

Salvatore reviewed the five-year financial model, saying the projected revenues for FY 2012 were \$28.37 million. For 2013, staff was anticipating \$28.07 million in revenue, which included the proposed 0.3 mill roll-up. With the proposed budget of \$28.9 million, this would result in the use of \$850,000 of the reserve funds. Future year projections had a 0.2 mill increase each year through 2016 to help offset some of the expected revenue shortfalls.

Imker said the model included several assumptions about matters that were not yet finalized. The results of the TSPLOST vote and the LOST negotiations needed to be programmed into budget if available before its adoption. Originally, FY 2016 had been the year the City planned to have a balanced budget without the use of cash reserves. That projection had moved to 2017, but the City would remain slightly above the reserves minimum. If the employee increases were implemented, that would eliminate the excess reserves.

Salvatore said that, if Council did not want to include the roll-up millage increase for FY 2013, then they had to find over \$800,000 in savings to cover the digest decrease and employee raises. Imker said he did not want to look at cuts in the proposed budget that evening and asked when they could expect answers regarding the LOST negotiations.

Pennington said the 60-day mediation period should be completed near the end of July or beginning of August, and the regional TSPLOST vote was on July 31. August would be the month when at least some of the information was available.

Salvatore said he had originally scheduled the first public hearing on the budget for July, and it could be moved to the first meeting in August. The adoption of the millage rate was supposed to be completed by August 1 to meet state requirements. However, Council could adopt the millage rate prior to adopting the budget. The County usually obtained an extension on the August 1 deadline, but the millage rate was probably the more critical decision. The GO bond referendum for transportation projects would not really be needed until FY 2014.

Imker asked what would be required in the millage rate hearings if the 0.3 mill increase were to be implemented. Salvatore said that, as long as the City remained revenue-neutral, the three public hearings for a tax increase would not be required. The 0.3 mill roll-up would not qualify as a tax increase and would therefore not require the three public hearings.

Imker noted that the 0.3 millage was tens of dollars on the average home. Salvatore clarified that it would only increase on homes for which the value remained the same or had increased.

Haddix asked why staff was showing the digest remaining the same for 2014 and seeing a 0.75% increase for 2015, when Haddix felt there would continue to be declines. Salvatore said the projection might be optimistic, but also factored in some anticipated new growth, so staff was working to provide a realistic projection.

Imker said he would like to consider dedicating the projected amount over the 20% reserves showing for FY 2017 earlier in the model to reduce the projected millage increases. Salvatore noted that, if salary increases were added, that would factor in each year and would address the total. Salvatore noted that there had been several additional cuts on the expense side, including the Administrative Services Director position and the reorganization of the Recreation Department.

Haddix said he understood the legalities regarding the millage roll-up, but the homeowners who had no change in their property value would see a tax increase. He said he was seeing 0.9 mills in tax increases, a decline in reserves, and overly optimistic projections on property values in future years. Haddix felt the City needed to examine priorities and see if it was providing services that were better provided by the private sector. Staying on the path of not reducing any services was no longer tenable.

Salvatore said that, compared to much of the country, Peachtree City was in a bubble in that no services or facilities had been eliminated. This was happening all over the country.

Fleisch asked what specific services Haddix wanted staff to review for reductions. Haddix said reducing recreational services to eliminate any outside-City residents might have a positive impact or could be used in a way to generate more revenue.

Pennington noted that there were certain things that had remained constant in the City. Staff was directed to take the needs/wants of the citizens into account and place them in the context of the five-year model. Eliminating programs was not a simple task. The next step was to look at how to provide the same levels of service. To date, no one had said to cut police, fire, recreation, or other services, and those services also needed to be reviewed in the context of the five-year plan to see how long it would be sustainable.

Pennington continued that the City did not have a strategic plan outside the budget. If Council wanted to move toward reducing services, they needed to initiate a more intense strategic planning process that incorporated community input.

Salvatore continued there were a few remaining adjustments, such as the removal of an unmarked police vehicle (resulting in a \$10,000/year reduction in debt service) and adjusting the utility expenses, that would be included in the proposed budget prior to the next workshop. Currently, the budget also showed \$27,500 for non-profit agencies. This amount included \$5,000 for Peachtree City Elementary, but the Recreation & Special Events Advisory Board had recommended no funding for the project, which dropped the line item to \$22,000.

Learnard asked how much the overall cost of living had increased since employees last received raises. Salvatore said staff would obtain that information. Salvatore noted it had also been 12 years since the City did a salary and pay study to determine how salaries were comparing.

Pennington clarified that cost of living had a nation-wide figure, but true comparisons varied by region or metropolitan area.

Imker asked Salvatore to review the budget schedule. Salvatore said the LOST negotiations had put the originally proposed schedule in flux. Haddix asked staff to provide a revised calendar to allow for as much information as possible on the TSPLOST and LOST negotiations. Salvatore reiterated that the millage adoption was the most time-sensitive; the budget could be put off until September.

Imker asked that they schedule the millage rate hearing on July 12 for the 0.3 roll-up. Salvatore clarified that the City would need to have the digest from the County before scheduling and advertising the hearing. Realistically, the City would need to have a special called meeting at the end of July. The public hearing on the budget would be in August.

Imker said he would like to have another workshop at which he would provide recommendations on possible budget cuts. Pennington asked if the week of July 12 would work. Imker said it could be scheduled one hour before the Council meeting on July 12.

Haddix thanked staff for their work and adjourned the meeting at 7:42 p.m.

Betsy Tyler, City Clerk

Don Haddix, Mayor

City Council of Peachtree City
Meeting Minutes
June 21, 2012
7:00 p.m.

The Mayor and City Council of the City of Peachtree City met in regular session on Thursday, June 21, 2012. Mayor Haddix called the meeting to order at 7:00 p.m. Other Council Members in attendance: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

Announcements, Awards, Special Recognition

Mayor Haddix and Police Capt. Stan Pye recognized the graduates of the Teen Community Emergency Response Team (CERT) program. Haddix swore in Police Officer Cedric Harris.

Public Comment

There was none.

Agenda Changes

There were none.

Minutes

Learnard moved to approve the June 7, 2012, regular meeting minutes with one correction. Fleisch seconded. Motion carried unanimously.

Monthly Reports

Haddix noted the monthly reports for Building, Fire, and Recreation were on the dais, asking if there were any comments. There were none.

Consent Agenda

- 1. Consider Alcohol License – NEW – Gremlin Growlers, 101 Crossings East**
- 2. Consider Brand Name Purchase of Spillman Fire Software Licenses**
- 3. Consider Modifications to Master Lease Agreement**

Fleisch moved to approve Consent Agenda items 1, 2, and 3. Dienhart seconded. Motion carried unanimously.

New Agenda Items

06-12-07 Consider RFP for Computer Hardware, Software, Peripherals & Installation

Financial Services Director Paul Salvatore addressed Council, recommending the contract for computer hardware, software, peripherals, and installation be awarded to VC3 for \$426,892.14. Salvatore continued that VC3 had originally conducted an assessment of the City's Information Technology (IT) structure and staffing needs, and VC3 had come back with a plan to install a private cloud-type system. Requests for Proposals (RFPs) were sent out based on the assessment done by VC3. He continued that, due to the technical nature of the project, the City hired Southern Tech Consulting to assist with the evaluation of the RFPs and to provide an independent third-party assessment. Based on the evaluation, Southern Tech concluded VC3 was the firm that should be selected.

Dienhart noted that VC3's RFP was lower than its first estimate of approximately \$480,000 that had been provided. O.C. Adams of Southern Tech noted that there was approximately \$64,000 price difference between VC3's proposal and the proposal from Presidio. Dienhart thanked the citizens for pointing out the no-bid contract and saving the City \$64,000.

Fleisch, noting the difference between VC3's first and second proposals, asked if anything had changed. Salvatore said there were things that had been done in the interim that might have contributed to VC3's lower price quote. Dienhart asked what the total would be of the new bid and the work that had already been done. Adams said the consultants had not had any information on work that had already been performed. The proposals had been scored against other market place vendors' pricing.

Salvatore reminded Council that this RFP was Phase One of the implementation. Phase Two would be the RFP for ongoing support services, and he hoped to bring that to Council on July 12, adding that those proposals were still being evaluated due to the many components.

Learnard moved to approve the contract for computer hardware, software, peripherals, and installation from VC3 for \$426,892.14. Fleisch seconded. Motion carried unanimously.

06-12-08 Consider Bids – Tennis Court Repairs

Community Services Director Jon Rorie read from an e-mail dated February 3, 2012, from Purchasing Agent Angela Egan, who had been researching the resurfacing of tennis courts in the City:

In November of 2004, we did resurfacing of the tennis courts at Smokerise and the four courts at Glenloch. In 2006, we did resurfacing and court repairs at Blue Smoke, Smokerise, and then, in September 2007, we did repair and resurfacing of the tennis courts at Braelinn. In addition, we also did the courts at Pebblepocket. This year, we resurfaced the courts at Pebblepocket.

Rorie said in order to change the output, the input needed to change. Staff looked at alternatives to the traditional hard court surfaces. Ten courts needed resurfacing, and the project was put out to bid. A wide range of bids came in, ranging from a low bid \$224,000 to the high bid of \$322,000. During his update at the last meeting, Rorie recalled he told Council the lowest bid that met all the specifications was \$260,452, which Rorie said was only half the story. The bid of \$224,000 was for an alternative product. Rorie told Council he had done all he could to eliminate the alternative product, but it could not be done. Staff's recommendation was to move forward with the low bid from Court Makers, Inc., in an amount not to exceed \$230,000, since there were some net posts and other items that needed replacing. He noted there could be an issue involving the repair of the sinkhole at Smokerise since its cause was unknown. If the repair cost for the sinkhole became prohibitive, only one of the courts at Smokerise could be resurfaced.

Rorie continued that he had visited three other cities that used the alternative court product, and there had been step and bounce testing. Staff met with tennis players at Glenloch, asking how they felt about it. One of the players noted that grass courts played differently than clay and asphalt courts. This was a synthetic court surface that looked like an asphalt tennis court, but would play differently from other courts. There could be initial complaints about those differences.

Dienhart asked if the synthetic court played faster or slower. Rorie said it would be different, but it would depend on the player and what the player was used to. Fleisch asked for confirmation that the \$230,000 would cover the costs of net posts and fencing. Rorie said staff was moving forward with the fence replacement at Pebblepocket separately from the Facilities Authority bond using money from the budget. Fleisch asked if the other courts had problems with fencing. Rorie said not to the same extent as Pebblepocket.

Learnard noted that, according to the bid tabulation sheet, Court Makers' bid was \$135,000. Rorie said that was only the bid for the four courts at Glenloch, the others were bid separately, and the total was \$230,000. Learnard asked if there were industry standards for tennis courts. Rorie said the first thing staff considered was the technical specifications, and while not the same, they were extremely close.

Fleisch asked about the durability of the synthetic material. Rorie said it had a 25-year warranty. Unless a root came up through the surface or another sinkhole developed, staff would only need to repaint the courts every five years, eliminating the variable costs of other repairs. Learnard asked if the repairs to the sinkhole at Smokerise were included in the price. Rorie said they were to some degree, but depending on what was found, it might be more cost efficient to abandon that court.

Fleisch asked if the synthetic surface would be considered for use at the Tennis Center, noting the City spent several thousand dollars to repair cracks on those courts. Rorie said \$36,000 was spent on the Tennis Center courts this year. The Tennis Center was included in the budget, and it would still continue to be a variable cost for now. They would not be covered with the alternative surface at this point.

Learnard asked what the 25-year warranty included. Rorie said it included several items. There would be no cracks.

Learnard moved to award the bid for tennis courts to Court Makers Inc. for an amount not to exceed \$230,000. Fleisch seconded. Motion carried unanimously.

06-12-09 Consider Bid for Street Resurfacing

Public Services Director Mark Caspar addressed Council, noting that the bid included the full-depth reclamation (FDR) of Dividend Drive, as well as the Kelly Green, Loblolly Circle, Hilltop Drive (from Hippocket to Willow Road), Clover Reach (Clover Green to SR 74), Morallion Hills, Southwick Lane, North Peachtree Parkway (SR 54 to SR 74), and Wisdom Road.

During the bid process, Caspar said the vendors had suggested a bid alternative to the cutting and patching that was included in the bid for Morallion Hills, as it might be more economical to do it as an FDR due to the significant cracking. The project was bid with the cutting and patching with an alternate for FDR. He added that the bid amounts for an FDR on Morallion Hills and Southwick Lane were lower than the bid amounts for cutting and patching. The FDR also had a 10-year life span, as well as a lower risk for change orders. The work would be completed more quickly than with the cut and patch option. Another benefit of an FDR was that staff would know what the base was made of, which would help with maintenance.

The addition of bike lanes on Dividend Drive was also included in the bid, as well as three drainage projects that would be funded by the Stormwater Utility. Those projects were located at the intersections of Paschall/Dividend and TDK/Dividend, and three pipes underneath Loblolly Circle.

Caspar said three bids had been received, the lowest from Blount Construction of Marietta for \$2,693,750.91. The impact on the remaining Special Purpose Local Option Sales Tax (SPLOST) funds would be \$2,046,190.41, \$469,633 would come from state grant programs, and \$178,000 would come from the Stormwater Utility.

Learnard asked Caspar to repeat the information on the bike lanes. Caspar said Dividend Drive was considered a bike route, but there were no defined lanes, so the bid included the striping

for them. The road would not be widened to accommodate the bike lanes. In some areas, Dividend Drive was 32 feet wide, and only 11 feet were required for a travel lane.

Learnard moved to authorize the unit cost bid for paving of the various roads from Blount Construction Company of Marietta for \$2,693,750.91. Fleisch seconded. Motion carried unanimously.

06-12-10 Consider Bid – Top Dresser

Caspar said this purchase was for a piece of equipment needed for part of the City's field maintenance obligation. Staff had looked at contracting the work, and the cost to top dress and aerate 10 fields was approximately \$40,000. Staff looked at doing the work in-house and decided the City could do the job twice for the cost of bidding the work out once. At current staffing, the department would be stretched to get the work done. It was part of maintenance to have healthy turf, and when the turf was healthy, less money was needed for replacement sod. Staff recommended awarding the bid for the top dresser to Millcreek Manufacturing for an amount not to exceed \$17,500. The funds would come out of funds collected from tournaments.

Caspar continued that this dresser was very versatile and could be used for other projects such as spreading gravel in parking lots and to backfill curbs. It would be used for several items.

Fleisch noted that, as part of the reorganization, the City found the fields were not being maintained as they should. The evaluation of the fields had taken some time; this was good.

Fleisch moved to award the bid for the top dresser to Millcreek Manufacturing for an amount not to exceed \$17,500. Dienhart seconded. Motion carried unanimously.

06-12-11 Consider Lease/Purchase Schedule #1 via City Governmental Finance Corporation with JPMorgan Chase

Salvatore said the funds for patrol vehicles for the Police Department and a track loader for Public Works totaled \$485,945.54. The funds for the debt service payment were budgeted. The interest rate for the loan was 1.34% annually. He asked Council to approve Lease Schedule #1 for the patrol vehicles and the track loader and to authorize Mayor Haddix to sign the documents and the Mayor and Council Members to sign the City's Certificate of Incumbency.

Learnard moved to approve Lease Schedule #1 for the patrol vehicles and the track loader and to authorize Mayor Haddix to sign the documents and the Mayor and Council Members to sign the City's Certificate of Incumbency. Fleisch seconded. Motion carried unanimously.

Council/Staff Topics

Hot Topics

Pennington said it had been an exciting day due to the fire at Kedron Fieldhouse. He continued that the Fire Department and Police Department responded well and had investigated the incident, and the staff at the Recreation Department had done exactly what was supposed to be done. In addition, staff had to start cleaning up the facility, which had two inches of water on the floor.

Caspar said Facilities Manager David McDaniel had gotten to the site as soon as he got the phone call, then starting making calls to the appropriate staff and various sub-contractors that would be needed. The Georgia Interlocal Risk Management Agency (GIRMA) representative was on site that afternoon. Shortly after that, two 18-wheeler trucks showed up with personnel to begin clean-up, removing ceiling tiles and cleaning the carpet and furniture. It would be a 24-

hour operation until the facility was back in use. Caspar said he did not know the time frame at this point, but their operation was impressive. He recognized McDaniel, City Engineer Dave Borkowski, and the facilities and recreation staff for their hard work. Pennington said it was a true example of what the City's team could do during an emergency.

Imker asked if the swimming pools would be back in operation the next day. Pennington said they would still be closed. Imker noted the alternate location would be the Glenloch pool until the Kedron pools re-opened.

Imker asked why the alarm had not gone off at the Fire Department, asking if every alarm in the City needed to be tested. Rorie said the alarm system had been tested on schedule in February and was fine. The sprinkler system was tested in March and was also fine. The day before the fire at 5:00 p.m., the alarm system had dialed the central station to test the alarm line and everything was working fine. At 2:23 a.m. that day, a signal was sent to a panel that noted the water flow. The panel was supposed to communicate with the dialer that called the central station alarm code. The testing for the dialer had been going fine; the problem seemed to be between the two panels. The alarm company had come out to check the system and had found a short circuit. They were making the repairs.

Learnard asked if the method of testing needed to change in the future. Rorie said the tests were conducted according to industry standards, but they needed to ensure they were actually testing the dial in the future. Staff was looking at upgrading the panel to enhance the communication between the two panels. Learnard said it appeared that only a portion of the system was being tested. Rorie said that was correct, noting that the communication should have sent a "trouble" signal, which had not happened either. There were supposed to be built-in mechanisms to detect problems. Fleisch expressed concern about other structures in the City that could have the same issues. Pennington said they were already being looked at. Haddix asked if the systems had a redundancy in them. Rorie said they did, but they failed. The system was still under evaluation.

Fire Chief Ed Eiswerth said the sprinkler system saved the building.

Pennington noted this meeting was the last one for Assistant Finance Director Janet Camburn, who was retiring at the end of June.

Learnard moved to convene in executive session at 7:50 p.m. for pending or threatened litigation. Fleisch seconded. Motion carried unanimously.

Imker moved to reconvene in regular session at 7:57 p.m. Learnard seconded. Motion carried unanimously.

There being no further business to discuss, Imker moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 7:58 p.m.

Pamela Dufresne, Deputy City Clerk

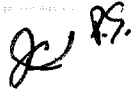
Don Haddix, Mayor

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  P.S.

DATE: June 15, 2012

SUBJECT: Budget Amendments – Fiscal Year 2012
July 12, 2012 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2012 budget resolution.

Discussion:

Attached please find budget amendments 12-029 and 12-030 for fiscal year 2012 submitted for your approval. Budget amendment 12-029 is housekeeping and increases both budgeted revenue and budgeted expenditures in Special Revenue Funds to recognize revenues (donations, confiscated funds, athletic fees, etc.) that have been received since the last budget amendment was submitted to City Council for approval several months ago. Budget amendment 12-030 transfers budgeted savings from salaries and benefits in the Information Technology Department to the Technical Services line item in the same department to cover third-party costs to administer the IT Department and cover consulting costs associated with RFPs for IT services.

Budget Impact:

The proposed budget amendment will increase both revenues and expenditures in the State Confiscated Fund by \$153; the Police Donation Fund by \$800; the Federal Confiscated Fund by \$15,764; and the Athletic Fee Funds by \$25,143 in total. There will be no budget impact to the General Fund.

If you have any questions, please do not hesitate to contact Paul Salvatore.

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS - FY 12 - 7/12/2012

CITY OF PEACHTREE CITY**BUDGET AMENDMENT****NUMBER** 12-029**DATE** 7/12/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
203-3210-351321	xxx	State Confiscated Funds	153	
203-3210-531175	xxx	Operating Supplies	153	
210-3210-37100	xxx	Donations	500	
210-3210-371001	xxx	Donations - K-9	300	
210-3210-531175	xxx	Operating Supplies	800	
212-3210-351320	xxx	Federal Confiscated Funds	15,764	
212-3210-531175	xxx	Operating Supplies	15,764	
232-6129-347907	xxx	Other Charges - Athletic Fees	3,450	
232-6129-541200	xxx	Site Improvements	3,450	
233-6129-347903	xxx	Other Charges - Athletic Fees Fields	2,200	
233-6129-541200	xxx	Site Improvements	2,200	
235-6129-347907	xxx	Other Charges - Athletic Fees	443	
235-6129-541200	xxx	Site Improvements	443	
237-6129-347907	xxx	Other Charges - Athletic Fees	2,965	
237-6129-541200	xxx	Site Improvements	2,965	
238-6129-347907	xxx	Other Charges - Athletic Fees	535	
238-6129-541200	xxx	Site Improvements	535	
239-6129-347903	xxx	Other Charges - Athletic Fees Fields	13,080	
239-6129-541200	xxx	Site Improvements	13,080	
240-6129-347907	xxx	Other Charges - Athletic Fees	1,405	
240-6129-541200	xxx	Site Improvements	1,405	
243-6129-347907	xxx	Other Charges - Athletic Fees	1,065	
243-6129-541200	xxx	Site Improvements	1,065	

Miscellaneous budget amendments to Special Revenue Funds to recognize donations and other revenues received this fiscal year.

Entered**Approved**

CITY OF PEACHTREE CITY**BUDGET AMENDMENT****NUMBER** 12-030**DATE** 7/12/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-1535-521300	xxx	Technical Services	63,965	
100-1535-511100	xxx	Regular Salaries		58,500
100-1535-512200	xxx	Social Security		3,627
100-1535-512300	xxx	Medicare		848
100-1535-512401	xxx	Defined Contribution Pension		990

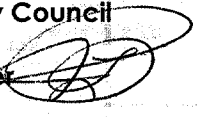
To transfer budgeted savings for salaries and benefits in the Information Technology Department to the Technical Services line item to cover third-party costs to administer the IT Department and cover consulting costs associated with RFPs for IT services.

Entered**Approved**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & City Council

VIA: City Manager 

FROM: Public Information Officer/City Clerk 

DATE: July 3, 2012

SUBJECT: Amendments to Governmental Finance Corporation Bylaws Relative to Meeting Notices
July 12, 2012, City Council meeting

Recommendation:

That the Mayor and Council adopt the attached resolution to amend the bylaws of the Peachtree City Governmental Finance Corporation (GFC) relating to notice for meetings.

Discussion:

The Bylaws for the GFC require differing amounts of time for meeting notice, depending upon whether the meeting is for the Board of Directors or the members of the corporation. Both groups consist of the Mayor and City Council. Due to the makeup of the bodies and the fact that the corporation takes action on issues that must also be voted upon by the Mayor and Council of the City of Peachtree City, meetings are generally scheduled immediately preceding a City Council meeting. However, the advertising requirements of the Governmental Finance Corporation are greater than those for Council meetings, which has caused the need for postponing GFC meetings until a later date.

The attached resolution to revise the bylaws will standardize the advertising requirements for all GFC meetings with the current requirements for Council meetings and with State law. This will allow staff to post GFC meeting notices in conjunction with Council meeting notices, improve public awareness of the meetings because citizens will not be required to seek information in multiple locations for meetings held at the same date and time as Council meetings.

The City Attorney has reviewed the proposed amendments. The GFC Board of Directors adopted the change at a meeting on June 27, 2012.

Budget Impact:

This item should have no budgetary impact.

State of Georgia
City of Peachtree City

**RESOLUTION TO AMEND BYLAWS OF THE PEACHTREE CITY
OF THE GOVERNMENTAL FINANCE CORPORATION**

WHEREAS, The Peachtree City Governmental Finance Corporation was enacted by majority vote of the Peachtree City Mayor and City Council on June 16, 2005; and

WHEREAS, Said enactment included the adoption of Articles of Incorporation and Bylaws for the Governmental Finance Corporation; and

WHEREAS, the Board of Directors of the Peachtree City Governmental Finance Corporation adopted the Articles of Incorporation and Bylaws at the organizational meeting on June 16, 2005; and

WHEREAS, the Bylaws call for the advertisement of Meetings for the Governmental Finance Corporation; and

WHEREAS, The Board of Directors voted to amend the Bylaws for the advertisement of meetings to reflect the advertising requirements for meetings of the Mayor and City Council of the City of Peachtree City and the requirements established by State Law on June 27, 2012;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Peachtree City, that ARTICLE III, Meetings of Members, of the Bylaws adopted on June 16, 2005, be amended as follows:

**ARTICLE III
MEETINGS OF MEMBERS**

The annual meeting of the members of the Corporation shall be held in Peachtree City, Georgia, during the month of January just prior to the annual meeting of the Board of Directors of the Corporation, at a location to be determined by the President of the Corporation. The purpose of the annual meeting shall be to discuss matters that are in the common interest of the members and to suggest courses of action to be considered by the Board of Directors. Special meetings may be held at the call of the President or by written request of any member. Oral or written Notice of the date, time, and place of any meeting of the membership of the Corporation shall be given no fewer than ~~10-24 hours~~ (or 30 days, if such notice is mailed by other than first-class or registered mail) and no more than sixty days before such meeting to each

member of the Corporation and to the legal organ of the City of Peachtree City. Such notice shall include a description of any matter or matters that must be approved by the members of the Corporation at an annual meeting or a description of the matter or matters for which a special meeting is called, whichever is applicable.

BE IT FURTHER RESOLVED that ARTICLE V, Meetings of the Board of Directors, Sections 1 and 2, be amended as follows:

**ARTICLE V
MEETINGS OF THE BOARD OF DIRECTORS**

SECTION 1. ANNUAL MEETINGS. The annual meeting of the Board of Directors of the Corporation shall be held in Peachtree City, Georgia, during the month of January of each year. The place shall be designated by the President of the Corporation. Notice of the annual meeting shall be given by the Secretary/Treasurer to each director and to the legal organ of the City of Peachtree City not less than ~~seven days~~ 24 hours before the meeting.

SECTION 2. SPECIAL MEETINGS. Special meetings may be held at the call of the President or by written request of any member of the Board of Directors. Notice of each special meeting shall be given by the Secretary/Treasurer to each director and to the legal organ of the City of Peachtree City not less than ~~three days~~ 24 hours before that meeting.

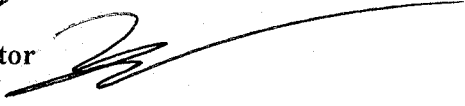
BE IT FURTHER RESOLVED that these amendments shall be in full force and effect upon adoption.

SO RESOLVED this ____ day of _____ 2012.

Don Haddix, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council
VIA: City Manager 
FROM: Public Services Director 
DATE: July 5, 2012
SUBJECT: GDOT Mowing and Maintenance Agreement
July 12, 2012 City Council Meeting

Recommendation:

Staff recommends Council authorize the mayor to sign the attached maintenance agreement for activities conducted within Georgia Department of Transportation Right of Way.

Discussion:

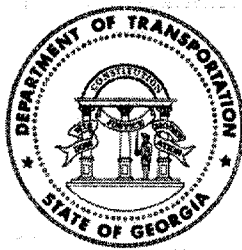
Currently the City conducts maintenance of landscaping and grassed areas within the GDOT right of way. To insure continued authorization for these activities, the GDOT requires that the attached documents be signed by the mayor.

Budget Impact:

There are no expected additional budget requirements over the existing contracts for mowing and landscaping services.

Attachments

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

May 9, 2012

**City of Peachtree City
ATTN: David Borkowski
153 Willowbend Road
Peachtree City GA 30269**

Re: Permit #05-2012-001-113; Tracking #391575; S.R 74;
M.P. 6.83; Fayette County

Dear Applicant:

Please find enclosed an application to perform work within the right of way of the above referenced State Route. Please sign in ink all four copies and have all four copies witnessed in ink.

Should you find anything that is not correct, please notify this office immediately. When all signatures are in place, return all four copies of the application with the signed Indemnity and Hold Harmless Agreement to this office and we will complete the last stage of the permit process.

If you have any further questions, please feel free to call me at 706-646-6680 or write to the address show below.

Sincerely,

Stanford Taylor

Stanford Taylor
Access Management Engineer

Please return signed Application to:
Department of Transportation
115 Transportation Boulevard
Thomaston, GA 30286
Attention: Stanford Taylor, Traffic Operations

DOT 7410

Distribution
(AFTER APPROVAL)
White – Applicant
Yellow – General Office
Blue – District Engineer
Green – Field Inspector

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
ATLANTA, GEORGIA
30334-1002



(FOR DOT USE ONLY)	
District No.	3
State Route No.	007400
Mile Post No.	6.83
County	Fayette
Tracking No.	391575
Permit No.	05-2012-001-113

APPLICATION AND PERMIT FOR SPECIAL ENCROCHMENT
TO: GEORGIA DEPARTMENT OF TRANSPORTATION, ATLANTA, GEORGIA 30334-1002

Application is hereby made by City of Peachtree City 770-631-2538
Name of Applicant (Area Code) Phone No.
153 Willowbend Road Peachtree City, GA 30269
Post Office Address City and State Zip Code
007400

for permission to accomplish work on the Right of Way of STATE HIGHWAY NO.
U.S. within the City Limits of Peachtree City and in Fayette County.
 in accordance with the ATTACHED PLANS, subject to the Rules and Regulations for Driveway and Encroachment control on file in the General office of the Georgia Department of Transportation and, and made a part hereof by reference thereto, and SPECIAL REQUIREMENTS set forth herein. The description of the proposed work is to:
 This permit is the encroachment to remove/replace the existing curb and gutter of Northside Drive. Replace existing shrubbery located in the raised DOT islands with Evergreen Giant Liriope.

The proposed work site is located on the property on the E side of the route beginning 0 Feet,
N.S.E.W. From Nearest Street
E of the center line, of Kedron Drive and fronting 97
N.S.E.W. Nearest Street or Road Total Frontage Used
 Feet further W along said Highway; and at mile post 6.83
N.S.E.W.

Permit requested on May 8, 2012

By _____
Witness in Ink on All Copies Type or Print Name

Witness in Ink on All Copies Sign in Ink on All Copies

Title If Agent or Official for Applicant

FORM TO BE COMPLETED BELOW THIS LINE BY THE GEORGIA DEPARTMENT OF TRANSPORTATION

☐ Non-Limited Access – Approval by District Office ☒ Limited Access – Approval by General Office

SPECIAL REQUIREMENTS: (by DOT only)

- Any conflicts with existing utilities are to be resolved at applicant's expense.
- No bond will be required if work is accomplished using city/county forces. If city/county lets this to contract no will be required if they furnish the DOT a letter stating they will hold the contractors bond until DOT releases all work associated with this permit.

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department of Transportation; this _____

This permit is to be strictly construed and no work other than that specifically described above is hereby authorized. The work authorized herein must begin within three months from the date of approval and must become completed on a schedule satisfactory to the department and not to exceed twelve months from the date the permit is approved.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

By _____
 District Engineer
 Title

No modifications or changes may be made to the text of this permit, unless agreed upon in writing by the Department. A copy of the form for this permit is on file with the Department's Office of Traffic Operations, General Office, and the language therein shall be deemed to control in the event of any disputes concerning the specific provisions of this permit or any modifications to same.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

(READ BEFORE SIGNING)

District 3

NAME OF APPLICANT: City of Peachtree City

S.R. NUMBER: 74 MILE POST: 6.83

PERMIT NUMBER: COUNTY: Fayette

The undersigned agrees to indemnify and hold harmless the Georgia Department of Transportation, the State of Georgia, its agencies and instrumentalities and all of their respective officers, members, employees and directors (collectively referred to as the "DOT" from and against any and all claims, demands, liabilities, losses, cost of expenses, including attorneys', and from the payment of any sum or sums of money to any persons whomsoever (including third persons or subcontractors, employees or agents of the undersign or of DOT), for any loss due to personal injury, death, or property damage arising out of attributable to or resulting from this permit or in any way attributable to the activities authorized by this permit; or due to any violation of this permit by the permit holder, or due to the application or violation of any pertinent Federal, State or Local Law, rule or regulation in connection with this permit or authorized by this permit. If and to the extent such damage or loss covered by this indemnification is paid by and State self-insured funds (the "Funds") established and maintained by the State of Georgia Departments of Administrative Service Risk Funds. The undersigned acknowledges the permit can be granted in situations where limited sight distance exists, and that the DOT makes no warranty, express or implied, concerning sight distance or other engineering considerations involved in granting this permit. The undersigned further acknowledges that the DOT has relied upon the representation made by the undersigned in applying for this permit, including the undersigned's representation that all conditions of the permit shall be met and that the undersigned shall meet ALL DOT Specifications, as well as all relevant Federal, State and Local Laws, rules or regulations in the activities authorized by this permit. This indemnification shall apply where all DOT may be partially responsible for the situation giving rise to the claim.

Print Name _____

Sign Name _____ Date _____

Witnessed _____ Date _____

Notary Seal

Rev: May 21, 2010

RIGHT OF WAY MOWING AND MAINTENANCE AGREEMENT

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

The City of Peachtree City
Permit #05-2012-001-113

THIS AGREEMENT made and entered into this ____ day of _____, 20____
by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia,
hereinafter alternately referred to as **“DEPARTMENT”** or **“LICENSOR”**, and the
APPLICANT hereinafter referred to as **“LICENSEE”**.

WHEREAS, the **DEPARTMENT** desires to enter into a public/private partnership to
perform certain services relating to mowing and maintenance within **DEPARTMENT’S** right
of way, hereinafter called the **“PROJECT”**, and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that, if such
permission is granted to the **LICENSEE**, **LICENSEE** shall bear all costs and liability associated
with the **PROJECT**; and

WHEREAS, the **LICENSEE** has represented to the **DEPARTMENT** that they are
qualified and experienced to provide such services and the **DEPARTMENT** has relied upon
such representations;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as
herein contained, it is agreed by and between the parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The maintenance duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI – **MAINTENANCE WORK PLAN** of this Agreement, and further enumerated and described in Exhibit 'A' – Application and Permit for Special Encroachment with approved drawings or final working drawings for a Department-approved construction **PROJECT**. Exhibit 'A' is attached hereto and incorporated by reference as if fully set out herein. The **PROJECT** location shall be defined or delineated as part of Exhibit 'A'. The required Special Encroachment Permit and/or the construction **PROJECT** final working drawings are to be approved or issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these maintenance services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI - **MAINTENANCE WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

ARTICLE II
EXECUTION OF CONTRACT AND AUTHORIZATION
TIME OF PERFORMANCE

Time is of the essence in this agreement. The **LICENSEE** shall execute this Agreement and return it to the **DEPARTMENT** within thirty (30) days after receipt of contract forms from the **DEPARTMENT**.

The **LICENSEE** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement (unless noted otherwise in Exhibit A or upon **PROJECT** construction completion).

Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the **DEPARTMENT** grants the right to the **LICENSEE** to mow, edge, and maintain, as set forth in Article XI- **MAINTENANCE WORK PLAN**, that specific section of right-of-way identified in this Agreement, and herein defined as the **PROJECT**.

The duration of this Agreement shall be for fifty years from the date above first written unless terminated sooner by the **DEPARTMENT** or **LICENSEE**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the parties. It is understood, however, that **LICENSEE** shall not engage in any activities or conduct any work which would be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in _____ County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this contract shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI INSURANCE

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence, or proof of self insurance.
- (c) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000), or proof of self insurance.

(d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the **PROJECT**.

(e) Insurance shall be maintained in full force and effect during the life of the **PROJECT**.

The **LICENSEE** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. These certificates **shall** also provide that the insurance will not be modified or canceled without a 30 day prior written notice to the **DEPARTMENT**. Failure by the **LICENSEE** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and forfeiture of the Performance and Payment Bonds. The **LICENSEE** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.

ARTICLE VII COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any **and all** issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LICENSEE NOT AGENT OF DEPARTMENT

LICENSEE, and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned to **LICENSEE** under this Agreement. **LICENSEE** further agrees that they shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements installed by or for the **LICENSEE** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if **LICENSEE** causes the damage. These indemnities shall not be limited by reason of the listing of any insurance coverage.

It is further understood and agreed that **LICENSEE**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this contract for just cause at any time by giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, **LICENSEE** shall discontinue and cause all work under this contract to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination. **LICENSEE** shall have the right to terminate this contract at any time, provided that such termination is first approved by the **DEPARTMENT**, and that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** allow the **LICENSEE** to terminate the agreement, the termination, unless determined otherwise in writing by the **DEPARTMENT**, shall be contingent upon the following:

- A. The **LICENSEE**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LICENSEE** at no cost to the **DEPARTMENT**.
- B. The **LICENSEE** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- C. The **LICENSEE** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- D. The **LICENSEE** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LICENSEE**.

The **DEPARTMENT** and the **LICENSEE** agree that, should the **LICENSEE** fail to perform the maintenance, as set forth in Article XI - **MAINTENANCE WORK PLAN**, the **DEPARTMENT** may require the **LICENSEE** to remove, restore, and reimburse according to items "A", "B", "C", and "D" above, as applicable, and then terminate the agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

- A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
- B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
- C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

ARTICLE XI
MAINTENANCE WORK PLAN

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

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

GEORGIA DEPARTMENT OF TRANSPORTATION

Commissioner or designee

ATTEST:

Kate Pfirman
Treasurer

LICENSEE:

(Title)

Sworn to before me this

_____ day of _____, 20____.

NOTARY PUBLIC

My commission expires _____, _____.

EXHIBIT 'A'

(Attach the Application and Permit for Special Encroachment with approved drawings or the final working drawings for a Department-approved construction)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Community Services Director 

FROM: Planning and Zoning Administrator  David

DATE: June 11, 2012

SUBJECT: Consider Step One annexation application from Southern Pines Plantation Commercial group, LLC for the Southern Pines tract (SR 74 South)
July 12, 2012 City Council Agenda

Recommendation:

Based on the requirements identified within the city's Annexation Review Process, Staff is providing information to City Council for consideration of the applicant's request. After careful review of this information and discussion with the applicant, Council must then decide if the application should move forward to Step Two of the annexation process.

Background information:

In 2004, the city repealed its moratorium on annexations and initiated a two-step process for review and consideration of annexation requests. The first step was written to provide a general overview of the proposed annexation and to identify how the annexation and proposed development may or may not be compatible with the established goals within the city's Comprehensive Plan.

Following the review of this information, City Staff and the Applicant present this information to City Council, who then decides if the application moves to Step Two of the application process, which requires the submittal of additional and detailed information pertaining to the annexation request and the proposed development. **Allowing a developer to move forward to Step Two in no way implies that City Council will ultimately approve the property for annexation.** Rather, it provides Staff the opportunity to work with the Applicant to develop a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

Application:

Southern Pines Plantation Group, LLC desires to annex the 77.10-acre Southern Pines tract into the city limits of Peachtree City and to rezone the property for residential and office use. The

Consider Step One annexation application – Southern Pines tract

June 11, 2012

Page 2

property is currently located within unincorporated Fayette County and was rezoned to accommodate a retail and office development several years ago.

The overall tract includes 27.46 acres designated as C-C Community Commercial, 5.37 acres designated as OI Office Institutional, and 44.28 acres designated as AR Agricultural Reserve. The overall site has been approved for in excess of 177,200 SF of office and retail space.

The information submitted by the applicant complies with the requirements identified within the Step One submittal guidelines and is being presented to City Council for consideration. A copy of this application is attached. Staff and the Applicant will be present at the City Council meeting to answer questions about this proposal.

Budget impact:

Budget impacts for this development would be analyzed as a part of the Step Two annexation application.

Attachments

POSITION PAPER

Proposed Variance: Lake McIntosh Park
Fayette County Water Department

Planning and Zoning Administrator
City Engineer
July 2, 2012

David J. George
David A. Zimowski

Situation:

The Fayette County Water Department (Applicant) is constructing Lake McIntosh on the western border of Peachtree City. As a part of this project, the Applicant desires to construct a park adjacent to the dam on the southern end of the lake with access from TDK Boulevard. The park will contain a paved parking lot and boat ramp, a covered pavilion, a restroom building, a playground, picnic shelters and paved walking paths.

Because Lake McIntosh is considered a water supply reservoir, the city's Water Resource Protection Ordinance applies to the property adjoining the lake. This ordinance was amended on September 20, 1990 to require an undisturbed buffer of 100' as measured from the normal pool elevation plus an additional 50' no impervious setback (total of 150' as measured from the normal pool elevation).

In order to move forward with construction of the park, the Applicant is requesting a variance from Section 1004(4)a. and b. of the Watershed Protection Buffer Ordinance.

A copy of the variance application is included as Attachment "A".

Facts:

1. Lake McIntosh has been in the planning and permitting stages since 1998. The lake is currently under construction and is anticipated to be at normal pool elevation by next year.
2. Lake McIntosh and the adjoining property were rezoned to OS-C Open Space – Conservation on October 7, 2010.
3. The Applicant desires to construct a park on the southern end of the lake. The park will contain a paved parking lot and boat ramp, a pavilion, a restroom building, a playground, picnic shelters and walking trails.

Proposed Variance: Lake McIntosh Park

July 2, 2012

Page 2

4. The city's Water Resource Protection Ordinance was amended on September 20, 1990 to require an undisturbed buffer of 100' as measured from the normal pool elevation plus an additional 50' no impervious setback (total of 150' as measured from the normal pool elevation).
5. The final site plan submitted for review indicates the majority of these amenities will be located within the watershed protection buffer.

Discussion:

The Applicant began acquiring property for the construction of a future water supply drinking reservoir in 1998. After many years of permitting, construction of the lake is underway and the lake is expected to be at normal pool elevation by next year. As a part of the project, the Applicant plans to construct a boat ramp and park facility at the southern end of the lake adjacent to the dam.

As a part of the construction of Lake Kedron (completed in 1986) as well as Lake Horton (completed in 1996), the Applicant constructed a similar park facility.

In order to move forward with construction of the park and boat ramp at Lake McIntosh, the Applicant must first secure a variance from the city's Water Resources Protection Ordinance.

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:

- *This is a unique situation in that the proposed park and boat ramp cannot be constructed without first securing a variance from the city's Water Resources Protection Ordinance.*

Proposed Variance: Lake McIntosh Park

July 2, 2012

Page 3

- There is no way to construct the proposed park as planned without first securing a variance.
 - The final site plan shows that the Applicant is trying to keep disturbance to a minimum and to preserve as much vegetation as possible during the following construction activities.
- (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

- There is no way to construct the proposed park as planned without first securing 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

- Because of the fact that Lake McIntosh is a designated drinking water supply reservoir, there are very few facilities that can be constructed adjacent to the lake.
 - There is no way to construct the proposed park as planned without first securing a variance.
- (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 Applicant owns all of the property adjoining the perimeter of the lake. The purpose of acquiring these parcels was to protect the quality of water going into the lake as well as to prevent development from encroaching towards the lake.
- All of the property adjoining the lake was rezoned to OS-C Open Space – Conservation.

Proposed Variance: Lake McIntosh Park

July 2, 2012

Page 4

- *Should the Applicant desire to construct other amenities adjacent to the lake, they must first secure a variance from the Watershed Protection Buffer Ordinance.*
- (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

- *The intent of the buffers identified within the Watershed Protection Buffer Ordinance is to protect drinking water reservoirs. The Applicant owns all of the property adjoining Lake McIntosh.*
 - *To our knowledge, there are no other amenities proposed adjacent to the lake.*
 - *There is no way to construct the proposed park as planned without first securing a variance.*
- (f) The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.**

Staff findings:

- *The current comprehensive plan includes language pertaining to protection of natural resources.*
- *The comprehensive plan also suggests providing access to natural areas and recreational amenities throughout the city.*

Recommendation:

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

1. A plat of the subject tract must be provided which indicates the appropriate watershed protection buffers (100' undisturbed vegetation buffer and 50' no impervious buffer). The plat must clearly identify the limits of encroachment for the proposed improvements within these buffers, and the variance shall be limited to these encroachments.
2. No additional improvements shall be constructed within these buffers without first securing a variance.

Proposed Variance: Lake McIntosh Park

July 2, 2012

Page 5

3. Following completion of construction activities, the Applicant shall provide a revised Foundation Survey to the Building Official identifying the location of the new construction. The purpose of this survey is to ensure the new construction does not encroach any further into the no impervious 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 # _____
Date Filed 06/22/12
Case # V-2012-01
Office Use Only

VARIANCE LOCATION	Street Address <u>3501 TDK Blvd</u> <u>Peachtree City, GA. 30269</u>	PROPERTY OWNER	Name <u>Fayette County</u>
	Zoning District: ☐ Residential ☐ Multi-Family ☐ Commercial/Industrial/Office		Phone <u>770-305-5400</u>
VARIANCE TYPE: ☐ Administrative ☐ Special Exception ☐ Variance (check one below)	Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☐ Zoning	PROPERTY INFO	Subdivision: <u>N/A</u>
			Phase: _____ Lot # _____
APPLICANT	Name <u>Fayette County</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) ☒ 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)
	Address <u>245 McDonough Road</u>		
	City, State, Zip <u>Fayetteville, GA 30214</u>		
	Phone # <u>770-320-6016</u>		
	Email <u>tparrott@fayettecountyga.gov</u>		

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	
	4.) How long has the violation existed? _____ Years	
	5.) What is the required setback? _____ Feet	
	6.) How much of a variance is being requested? _____ 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) <u>Installation of pavilion, gazebo, playground, boat docks, ramp, and parking for Lake Minnieish Park</u>
	1.) Is a current survey included with the application? ☒ Yes ☐ No	
	2.) How much of a variance is being requested? _____ Feet	
	3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	
		<u>no violation has occurred</u>

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: David E. Rast Date 06/21/2012

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____
Date of Acceptance: _____	Date of Hearing: _____
	☐ Approved ☐ Denied
	☐ 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. RAST</u>	Date of Acceptance: <u>06-22-12</u> Date of Public Hearing: <u>07-12-12</u>

Variance Application
Revised 6/2009

www.peachtree-city.org
Fax: 770-631-2552

JUN 22 2012

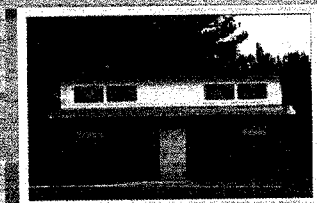
Lake McIntosh Park & Boat Ramp Facility

- | | |
|-----------------------|-----------------------|
| 1 PARK ENTRANCE/EXIT | 10 FENCE |
| 2 FRONT WALKING TRAIL | 11 DAM ACCESS ROAD |
| 3 PLAYGROUND | 12 DAM |
| 4 PICNIC PAVILION | 13 HAMSHILLWAY |
| 5 PARKING | 14 BACK WALKING TRAIL |
| 6 RESTROOM | 15 PROPOSED ROAD |
| 7 BOAT RAMP | 16 FUME HOUSE |
| 8 DOCK | 17 GAZEBO |
| 9 TRAILER PARKING | 18 GOLF CART PARKING |

FRONT PARK ACREAGE - 7.3
 FRONT TRAIL LOOP LENGTH - 2958 ft. (0.6 mi)
 BACK PARK ACREAGE - 5.2
 BACK TRAIL LOOP LENGTH - 1868 ft. (0.34 mi)
 GAZEBO TRAIL - 430 ft. (0.081 mi)



Picnic Pavilion

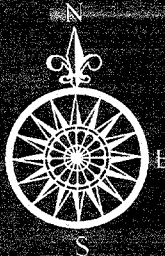


Restrooms



Gazebo

Lake McIntosh



Location Map

100 0 100 200 300
 GRAPHIC SCALE
 1" = 100'

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *[Signature]*
Financial Services Director *Q.S.*
Assistant Financial Services Director *BW*
Purchasing Agent *W.E.*
Public Services Director *DASHA MSZ*

FROM: City Engineer *Dan A. Brkaski*

DATE: July 2, 2012

SUBJECT: BCS Pond Project
July 12, 2012, City Council Meeting

Recommendation:

Staff recommends acquiring a temporary construction easement from Mr. and Mrs. Millar in the amount of \$28,000, for access and construction for the maintenance of the BCS pond. This easement would extend down a portion of their existing driveway to the pond outlet (Attachment 1), and would include the removal of certain trees from the access area. As proposed, the sum would be paid to the Millars and they will use the funds, as needed, toward the repair of their driveway or the replacement of their existing driveway.

Discussion:

Council approved this project at the February 2, 2012 Council meeting, subject to the City acquiring the necessary temporary easement. Staff has researched various other options to get to the pond outlet to complete the proposed work. The only feasible alternative is to use the existing drainage easement for access along the City's existing easement along the boundary of the Millar's property and the property of Mr. and Mrs. Posey (Attachment 2). This alternative would result in the following additional costs:

- | | |
|--|------------------|
| 1. Change Order with existing contractor -
to use existing easement | \$45,000 |
| 2. Acquisition of additional easement
needed at base of dam on Millar Property (not include legal fees) | <u>\$unknown</u> |
| Total: | \$45,000 |

Using the existing easement would provide more permanent access but would also cost more at this time. First, the change order itself would cost more than the cost of acquiring the temporary easement. In addition, the true cost of using the existing easement is unknown. The City has not had an appraisal done for the additional permanent easement area needed to access the dam and

pond outlet with the equipment needed for the work. It is anticipated that acquiring such additional easement area would have to be done through eminent domain, which would cost more due to legal fees and the actual value of the easement rights obtained.

Therefore, due to the cost of this alternative, staff is recommending that the City purchase the temporary easement for \$28,000.

Budget Impact:

Staff recommends that the \$28,000 be transferred from the Stormwater Utility Renewal and Extensions line item into the Stormwater Project SW-030.

Attachments



INTEGRATED
Science & Engineering
800 PONDING POND DRIVE, SUITE 100, PEACHTREE CITY, GEORGIA 30092
(770) 441-4477 / (770) 441-1351

EASEMENT EXHIBIT
FOR
BCS POND STILLING BASIN
CITY OF PEACHTREE CITY, GEORGIA

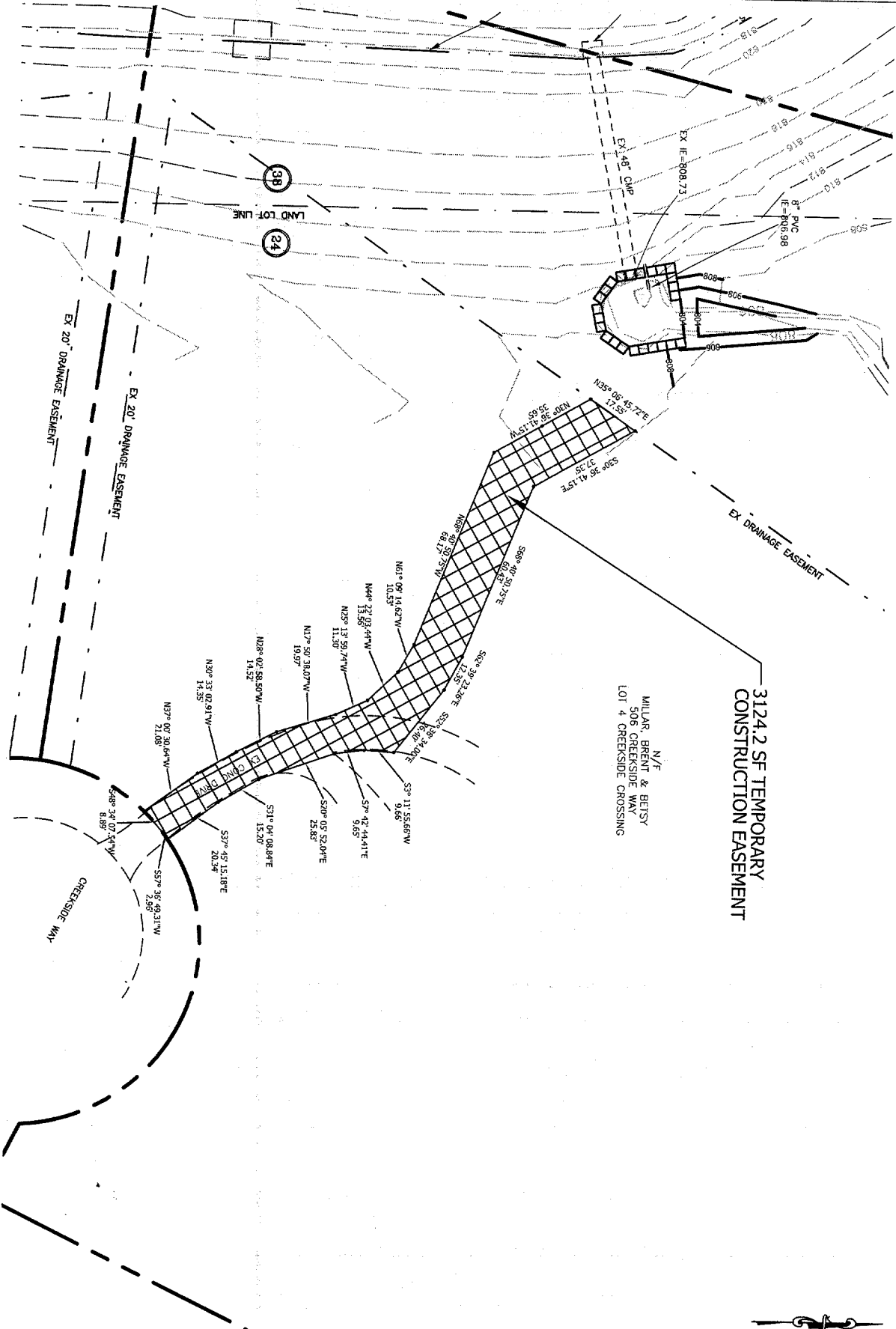


506 CREEKSIDE WAY
EXHIBIT A

SCALE: N.T.S.

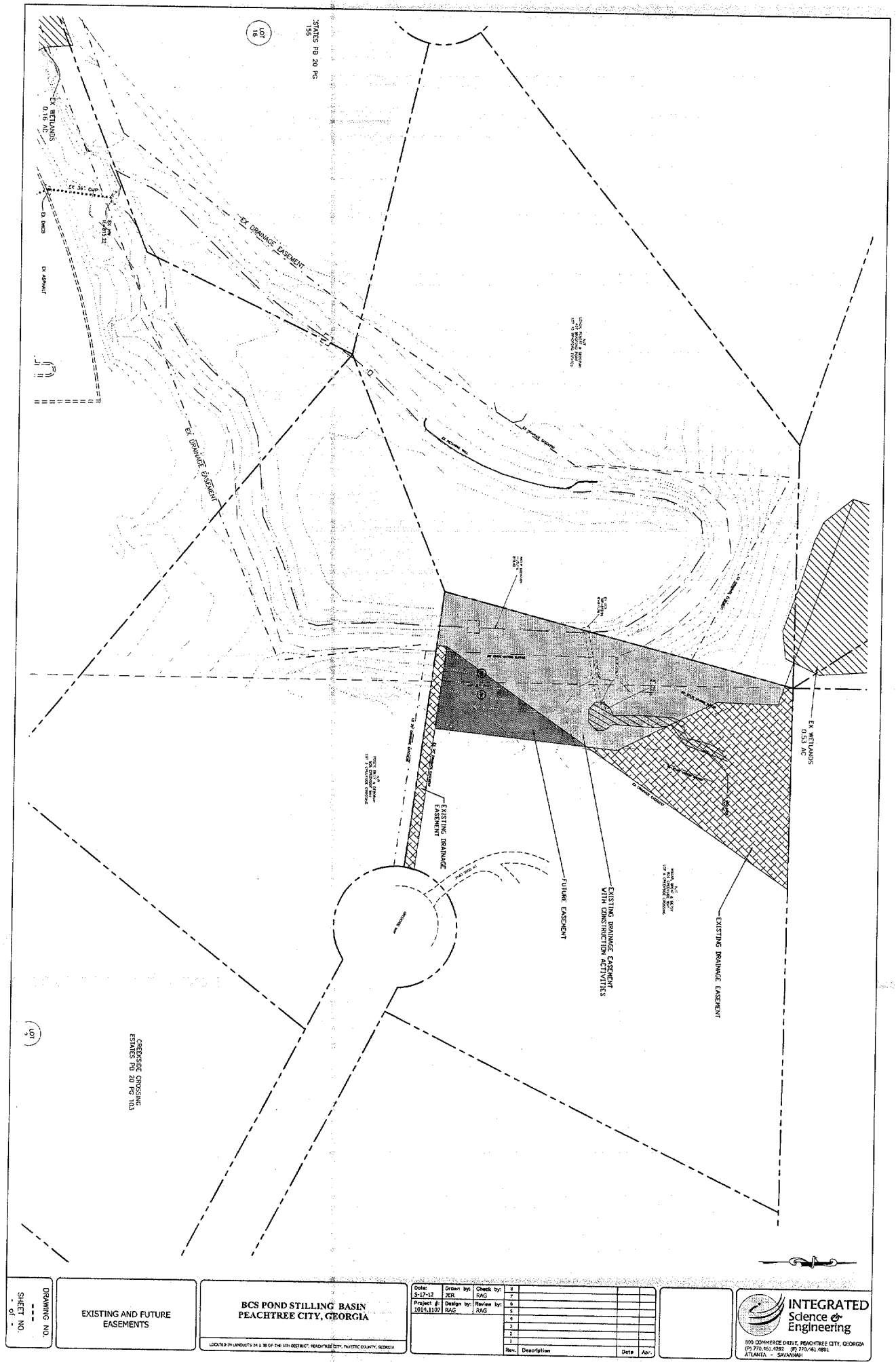
NO.	REVISIONS	DATE

PROJECT NUMBER	0909B.30
DATE	NOVEMBER, 2011
BY	RG



Attachment 1

Attachment ②



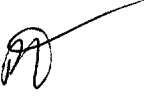
DRAWING NO. SHEET NO. of .	EXISTING AND FUTURE EASEMENTS	BCS POND STILLING BASIN PEACHTREE CITY, GEORGIA LOCATED IN PLANNED UNIT NO. 18 OF THE CITY OF PEACHTREE, PEACHTREE CITY, FAYETTE COUNTY, GEORGIA	Date: 5-17-12 Project #: 1016-1100 Drawn by: JER Design by: RAG	Check by: RAG Review by: RAG	<table border="1"> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> <tr><td>6</td><td></td></tr> <tr><td>7</td><td></td></tr> <tr><td>8</td><td></td></tr> <tr><td>9</td><td></td></tr> <tr><td>10</td><td></td></tr> </table>	1		2		3		4		5		6		7		8		9		10		<table border="1"> <tr><td>Rev.</td><td>Description</td><td>Date</td><td>Appr.</td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	Rev.	Description	Date	Appr.																																				
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CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Public Information Officer/City Clerk 

DATE: July 6, 2012

SUBJECT: Consider amending oath of office under City Charter and initiating procedure under Georgia Home Rule Act
July 12, 2012, City Council Meeting

Recommendation:

That Council provide direction on whether to move forward with the legal process to amend the City Charter under the Home Rule Act relative to the Mayor and City Council Oath of Office.

Discussion:

Section 2.7(f) of the City Charter provides for the oath of office for Peachtree City Councilmembers and the Mayor as follows:

"I do solemnly swear or affirm that I will well and truly perform the duties of (mayor) (mayor pro tem) (councilmember) of Peachtree City by adopting such measures as in my judgment shall be best calculated to promote the general welfare of the inhabitants of Peachtree City and that I will support and defend the Charter and ordinances thereof as well as the constitution and laws of the State of Georgia and of the United States of America. So help me God."

In 2006, following a change in state requirements, the following language was added to all oaths without a charter change:

"I do further swear or affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia."

Following the recent swearing in of several new members of the Peachtree City Fire Department, members of Council have suggested modifying the oath for Mayor and Council to include some of the elements in their oath, which includes:

- (I will) faithfully execute my duties and uphold my responsibilities with integrity, dedication, and diligence to serve our citizens to the best of my ability.
- (I will) act at all times in a manner befitting the trust and confidence placed in me by those I serve; I will take pride in all my endeavors; and will treat my subordinates, peers, and constituents with respect.
- (I will) never allow my personal feelings to deter me from my responsibilities.

The Georgia Home Rule Act of 1965 allows for local changes to certain parts of municipal charters, and this type of change would fall under that allowance. The amendment must be read at two consecutive meetings, advertised in the County legal organ once per week for three weeks prior to adoption, and, once adopted, filed with the Secretary of State and the Clerk of Superior Court.

Council consensus and direction is requested prior to initiating a charter change under the Home Rule Act.

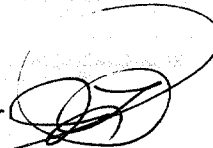
Budget Impact:

This item should have an estimated \$150.00 cost for the requisite legal advertisements.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

FROM: Jim Pennington, City Manager 

DATE: July 3, 2012

SUBJECT: Consider Elimination/Replacement of One (1) Position in the Human Resources Department
July 12, 2012, City Council Meeting

Recommendation

Staff recommends eliminating the Human Resources Administrator position (Grade 285) in the Human Resources Department and replacing it with a new position entitled Director, Human Resources and Risk Management (Grade 288).

Discussion

As you may recall, in May I recommended a series of organizational changes that would strengthen the City organization and that would prepare us for a new era in government. One of these changes was to reclassify the Human Resources Administrator position to Director of Human Resources and Risk Management. This change would more adequately reflect the level of responsibility of this position and the Human Resources Department. This position has been operating as a member of the Executive Team, providing information/recommendations and assisting in making decisions. This position works very closely with other Directors/Chiefs and is responsible for the Human Resources and Risk Management (including Safety and Loss Prevention Program) operations for the City.

When I presented this recommendation, I asked that it be effective with the approval of a new job description. The new job description is attached and has been sent to The Mercer Group for evaluation of the factoring as is outlined in our compensation policy. Upon receiving the final evaluation from The Mercer Group, it was recommended that the position be placed at a Grade 288 and be titled Director, Human Resources and Risk Management. The Human Resources Administrator position would be eliminated.

Budget Impact

The budget impact for reclassifying this position in FY 12 (2-1/2 months) is approximately \$2300 with an approximate annual impact of \$10,902. The amount required from the General Fund for this reclassification is minimal and can be absorbed in the FY 12 Administrative Services Division budget.

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title: Director, Human Resources & Risk Management
Division: Administrative Services
Department: Human Resources
Job Code:
Level: 288
Eligible for Overtime: No
Reports To: City Manager
Prepared By: Human Resources
Prepared Date: June 8, 2012

I. POSITION SUMMARY

This position is responsible for planning, organizing, and directing the Human Resources and Risk Management operations for the City under broad direction of the City Manager.

II. ESSENTIAL DUTIES

Administration Responsibilities

- Serves as a member of the City's senior management team; provides information and recommendations and assists in making decisions.
- Provides support for the Mayor, City Council members, and the City Manager when necessary.
- Establishes and maintains effective working relationships with elected officials, managers, co-workers, other divisions, outside agencies, business and community groups, and the public.
- Prepares and manages departmental budget; analyzes costs for various services and activities; and approves departmental purchase requisitions and payment requests.
- Responds to open records requests when necessary.

Human Resources Responsibilities

- Encourages and exercises leadership in the development of effective human resources management and administration within City departments. Assists department heads and others to determine personnel standards and needs, and in the resolution of personnel problems. Also assists in the guidance of employees concerning personnel policies, procedures, compensation plan, benefits, etc.
- Identifies legal requirements and government reporting regulations affecting human resources functions and ensures policies, procedures, and reporting are in compliance.
- Develops policies and administrative guidelines that assure proper and necessary employment conditions are met for effective City operations.
- Recommends changes in the personnel policy, classification, compensation, and other related human resources functions.

- Coordinates with Directors and Chiefs to identify staffing requirements to meet the goals and objectives of the City.
- Establishes and implements recruitment selection process, including interviewing, testing, selection, and reference and background checking.
- Assists Directors and Chiefs in the analysis, creation, and modification of job descriptions – establishing hiring criteria based upon competency needs.
- Develops and implements the new hire and exit interview processes and procedures.
- Develops and monitors promotional procedures/programs that give appropriate consideration to the applicants' qualifications, performance, knowledge, skills, and abilities.
- Administers performance evaluation program to insure effectiveness, compliance, and equity within organization.
- Administers the City's Pay and Classification Plan to insure compliance and equity within organization.
- Administers benefits programs such as health, dental, vision, life, disability insurances, flexible spending accounts (FSA's), retirement plans, etc.
- Conducts wage and benefits surveys to analyze and evaluate pay rates and benefits based upon external market conditions.
- Advises management in appropriate resolution of employee relations issues; conducts investigations (i.e., harassment, retaliation, etc.) when necessary.
- Administers plan for resolving employee grievances and disciplinary appeals. Establishes disciplinary measures that are rehabilitative and progressive including termination procedures.
- Administers employee leaves of absence, in particular FMLA leaves; approves FMLA paperwork for qualifying employees.
- Responsible for the records retention for all HR-related documents.
- Serves on the Employee Social Activities Committee (ESAC) which plans employee events throughout the year (i.e., picnic and Holiday luncheon).
- Supervises other human resources functions, such as the publication of the monthly employee newsletter, Employee Assistance Program (EAP), Tuition Reimbursement Program, etc.
- Provides and/or schedules training classes on specific topics for employees and management.
- Supervises Human Resources Analyst and Administrative Assistant.

Risk Management Responsibilities

- Administers comprehensive risk management program for all City departments to include property and casualty, general liability, vehicle, and workers' compensation insurance programs that will provide remedy to claims against the City.
- Works with insurance carrier, attorney, adjusters, etc., in the defense and equitable settlement of claims; attends depositions, mediations, hearings, and trials on behalf of the City when necessary.
- Oversees the claim administration of workers' compensation, vehicle, property, and general liability insurance programs.
- Oversees and serves on the city-wide Safety Committee.
- Recommends safety policies, procedures, and practices; provides assistance in eliminating or minimizing losses with all operating departments.

- Assists division safety representatives, employees, and management in understanding safety regulations, standards, and proper reporting.
- Develops, implements, and supervises a Safety and Loss Prevention Program and develops safety incentives, ideas, and devices to keep employees safe.
- Conducts safety and loss prevention audits and inspections; evaluates City facilities to detect existing or potential accident and health hazards to lessen City liability in lawsuits and injuries to employees and citizens.
- Reviews recommendations of corrective action or preventive measures for incidents/accidents that occur; follow-ups with division management to insure that measures have been implemented.
- Develops and revises Safety Manual that is distributed to new employees.
- Reviews City accident statistics and makes recommendations for correction of problem areas; reviews quarterly incident/accident reports.
- Works with departments and the insurance carrier to reduce lost time on workers' compensation claims.
- Provides safety training in specific topics.
- Oversees coordination of driver safety (seat belts and defensive driving) programs.
- Conducts quarterly Safety Committee meetings and safety meetings with Directors/Chiefs.
- Responsible for the City's Alcohol/Drug Testing Program in compliance with established policies.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

A. Education and/or Experience

- Bachelor's Degree and over 10 years related experience or a Master's Degree and a minimum of over 5 years related experience.
- Minimum of 3 years of administrative and management responsibility is required.
- CHRM, ACHRM, PHR, or SPHR Certification preferred or the ability to achieve CHRM or PHR certification within 36 months of employment.

B. Knowledge/Skills/Abilities

- Must possess outstanding communication skills, both orally and in writing.
- Must have knowledge of legal and administrative rules and regulations which apply to operation of Division.
- Must possess knowledge of principles of policy development and implementation.
- Must possess knowledge of principles and techniques of budget development and administration.
- Must have knowledge of the applications and utilization of the computer systems used by the City.

- Must exemplify top-down management techniques, ensuring a team approach to management of workloads.
- Must be able to analyze complex problems, evaluate alternatives, and make creative recommendations to the City Manager, Council, and staff.
- Must be able to meet with the public to discuss problems and complaints tactfully and effectively.
- Must be able to motivate employees.

C. Certificates/Licenses/Registrations

- CHRM, ACHRM, PHR, or SPHR Certification preferred or the ability to achieve CHRM or PHR certification within 36 months of employment.

IV. WORKING CONDITIONS

A. Physical Demands

- The position is mainly sedentary, but may require some walking, standing, stooping, carrying of light items such as papers, books, or small parts, or driving an automobile. The work may require specific, but common, physical characteristics and abilities, such as mobility and dexterity.

B. Work Environment

- The incumbent will work in an environment involving everyday risks or discomforts which require normal safety precautions. Use of safe work practices with office equipment, avoidance of trips and falls, and observance of fire regulations and traffic signals are minimally required.

C. Travel Requirements

- The incumbent will be required to travel on a limited basis.

City Council of Peachtree City
REVISED AGENDA
July 12, 2012
7:00 p.m.

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Announcements, Awards, Special Recognition**
Recognize Winners from the July 4th Parade
- IV. **Public Comment**
- V. **Agenda Changes**
- VI. **Minutes**
June 18, 2012, Workshop Minutes
June 21, 2012, Regular Meeting Minutes
- VII. **Monthly Reports**
Due to the holiday week, change in the meeting date, and some technical issues, the Monthly Reports won't be ready until later
- VIII. **Consent Agenda**
 1. **Consider Budget Amendments – FY 2012**
 2. **Consider Amendments to Governmental Finance Corporation Bylaws Relative to Meeting Notices for Consistency with State Law**
 3. **Consider Georgia Dept. of Transportation Mowing and Maintenance Agreement**
- IX. **Old Agenda Items**
06-12-01 Discuss Request from Resident to Consider Selling a Portion of Platted Greenbelt
Request from Council Member Learnard to reconsider resident request to purchase 515 square feet of City-owned greenbelt for improvements to the back yard
- X. **New Agenda Items**
07-12-01 Public Hearing – Consider Step One Annexation Request - Southern Pines Tract
Applicant desires to annex 77-acre Southern Pines tract for office use and a 90-lot residential subdivision
07-12-02 Public Hearing – Variance – Fayette County, Lake McIntosh
Fayette County requests a variance to the City's Watershed Protection Buffer Ordinance to construct a park and boat ramp adjacent to the dam
07-12-03 Consider Temporary Construction Easement for BCS Pond
Request to acquire temporary construction easement for maintenance of pond
07-12-04 Consider Amending Oath of Office under City Charter and Initiating Procedure under Georgia Home Rule Act
Request for Council direction regarding a change to City Charter relative to the Oath of Office for Mayor and Council
07-12-05 Consider Elimination/Replacement of One Position in Human Resources
Recommendation to eliminate Human Resources Administrator position and replace with a new position titled Director, Human Resources and Risk Management
- 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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Community Services Director

FROM: Planning and Zoning Administrator 

DATE: July 11, 2012

SUBJECT: Discussion of a request from a homeowner within the Centennial subdivision to consider selling a portion of city-owned greenbelt.
July 12, 2012 City Council Agenda

Recommendation:

That Council provide guidance to Staff and the City Attorney as to whether or not they wish to proceed with this request.

Discussion:

This item was originally presented to City Council at their meeting on June 7, 2012. At that meeting, Staff presented information that we have determined to be inaccurate. We apologize for this error and hope this memorandum will clear up any discrepancies in our earlier presentation.

In our previous presentation, we stated the rear property line of the lot adjacent to Mr. Lu's had been modified at the request of the builder (John Wieland Homes) following the recording of the final plat for Phase 3B. We also stated that Staff approved this request because the greenbelt behind the subject lot had not yet been accepted by the city.

Following further investigation, we have determined that, in fact, the greenbelt behind Mr. Lu's property as well as his neighbors property had been dedicated to the city on July 23, 2002 when the final plat for Phase 1B of the Centennial subdivision was recorded. This greenbelt is 1.1649 acres in size and contains one of the stormwater detention facilities within the subdivision, with access from Revolution Drive.

Discussion of acquiring city-owned greenbelt (706 Bostonian Terrace)

July 11, 2012

Page 2

The final plat for Phase 3B was not recorded until February 2, 2004. This phase of the subdivision included 28 lots along an extension of Revolution Drive as well as Bostonian Terrace. Several of these lots share a common property line with the greenbelt dedicated to the city as a part of Phase 1B.

Our records show the Building Permit for the home on Lot 144 (Mr. Lu's home) was issued on September 8, 2004, and the Certificate of Occupancy was issued on May 26, 2005. Because of the configuration of the rear lot line and the associated building setback, an irregular-shaped deck was constructed on the rear of the home.

Prior to constructing the home on Lot 143 (the lot adjoining Mr. Lu's property), representatives from John Wieland Homes requested that the rear property line be extended from 90' to 100' so they could fit the proposed home and the rear deck on the property. A revised final plat for that lot was submitted to and approved by City Staff, and the plat was recorded on July 20, 2005.

Because the rear property line adjoined the greenbelt that had already been deeded to the city as a part of Phase 1B, Staff approved this request in error. This request should have come before City Council for approval and followed the established land disposition procedures.

The Building Permit for the home on Lot 143 (Mr. Lu's neighbor) was issued on August 16, 2005, and the Certificate of Occupancy was issued on May 23, 2006.

Because of these new circumstances, this item is being placed on the Council Agenda for discussion.

To summarize:

- The final plat for Phase 1B of the Centennial subdivision was recorded on July 23, 2002. That plat included a dedication of a 1.1649-acre greenbelt.
- The final plat for Phase 3B of the Centennial subdivision was recorded on February 2, 2004. Several lots within this phase of the subdivision share a common property line with the 1.1649-acre greenbelt.
- The Building Permit for the home on Lot 144 (Mr. Lu's home) was issued on September 8, 2004, and the Certificate of Occupancy was issued on May 26, 2005. Because of the rear lot line configuration and the associated

Discussion of acquiring city-owned greenbelt (706 Bostonian Terrace)

July 11, 2012

Page 2

building setbacks, an irregular-shaped deck was constructed on the rear of the home.

- Prior to construction of the home on the adjoining lot (Lot 143), John Wieland homes requested a modification of the plat to increase the depth of this lot from 90' to 100'. That request was approved by City Staff on July 20, 2005.
- Approval of that was plat was in error, as the property at the rear of this lot had already been deeded to the city as greenbelt.
- The Building Permit for the home on Lot 143 (Mr. Lu's neighbor) was issued on August 16, 2005, and the Certificate of Occupancy was issued on May 23, 2006.

Other items to consider:

- In reviewing the final plats for each phase of the Centennial subdivision, it is evident the average depth of the smaller lots within the subdivision is no less than 120'.
- There are seven (7) lots that back up to the greenbelt separating Centennial from the Cedarcroft subdivision that are platted at 100' in depth.
- The only lots in the entire subdivision that were platted with a depth of less than 100' were Lots 143 (Mr. Lu's neighbor) and 144 (Mr. Lu).
- While approved in error, Lot 144 was replatted to increase the depth from 90' to 100'. This replat increased the total size of Lot 144 by 753 SF.
- Should Council agree to Mr. Lu's request and his lot is replatted, the total size of Lot 143 would increase by approximately 420 SF.
- City Staff, including the City Engineer, the Stormwater Manager and the Planning and Zoning Administrator, have no issues with the replatting of this lot. Decreasing the size of the greenbelt will have no impact on the capacity of the existing stormwater detention facility and there would still be sufficient capacity to properly maintain the stormwater detention pond.

Budget impact:

There are no budget impacts associated with this request as all expenses would be paid by the property owner.

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

Term of Appointment

June-12

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
Kai Wolter 01/01/12 - 12/31/13	10	10	10	0		100%
Shayne Robinson Until no longer Recreation & Special Events Chairperson	10	6	5	1	05/16/2012	83%
Sherri Smith Brown 02/2012 - 12/31/13	10	4	4	0		100%
Tim Dunlap 1/1/2011 - 12/31/2012	10	10	6	4	09/21/2011 10/19/2011 11/16/2011 05/16/2012	60%
Vanessa Fleisch 1/1/12 - 12/31/12	10	6	5	1	04/18/2012	83%
Zaheer Faruqi 1/1/12 - 12/31/2013	10	6	3	3	01/18/2012 02/13/2012 04/18/2012	50%
Rick Barnes 7/1/5/12 - 12/31/13	10	6	6	0		100%
Mike Nelson, Alternate 02/2012 - 12/31/12	10	4	4	0		100%

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

June 2012

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
David Conner Chairman 10/07/10 - 9/30/13	13	13	12	1	06/13/2011	92%
Aaron Daily 10/10/11 - 9/30/14	13	8	8	0		100%
Frank Destadio, Vice Chairman (Appointed to fulfill Joe Frazar's unexpired term) 4/21/11 - 9/30/12	13	13	11	2	07/11/2011 08/08/2011	85%
Patrick Staples 10/01/96 - 9/30/12	13	13	12	1	06/11/2012	92%
Lynda Wojcik 02/23/09 - 9/30/13	13	13	13	0		100%
Robert Napoli Alternate 10/01/11 - 9/30/12	13	8	6	2	10/10/2011, 03/12/2012	75%