

City Council of Peachtree City
Agenda
May 21, 2009
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize McIntosh High School Boys Soccer Team (2nd in State)
 - Proclamation for Childhood Cancer Month – Optimist Club
 - Optimist Club Presentation to Police Department
 - Proclamation for EMS Week
 - Proclamation for Sandy Faulkner – 30 Years as a Paramedic
 - Proclamation for Wes Delay – 34 Years as a Paramedic
 - Recognize Citizens Police Academy Graduates
 - Recognize CERT Graduates
 - Recognize Teen CERT Graduates
 - Recognition of CERT Statewide Competition (1st Place)
 - Recognition of Police Department Color Guard
 - Recognize Employee of the Month – Keith Isaac
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - May 5, 2009, Workshop Minutes
 - May 7, 2009, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Consider Alcohol License – NEW – Cheers
 - 2. Consider Appointment to Library Commission – Keely Suiter
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 05-09-05 Consider Acceptance of Donation of Score/Storage Building for Riley Field – Youth Football Association
 - 05-09-06 Consider Donation of 2 Surplus Vehicles to Airport Authority
 - 05-09-07 Discuss Results of RFI for Outsourcing of Kedron Management/Consider Issuing RFP
 - 05-09-08 Consider Revision of Fee Schedule for Kedron Fieldhouse and Glenloch Pools
 - 05-09-09 Consider Employee Cell Phone Policy
 - 05-09-10 Consider Formal Acceptance of Multi-Use Path Easement in Twiggs Corner
 - 05-09-11 Consider Local Government Agreement for Multi-Use Path Tunnels under SR74 Widening (Phase 2)
 - 05-09-12 Consider Amendment to Animal Control Agreement with Fayette County
- X. Council/Staff Topics
- XI. Executive Session

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

City Council of Peachtree City
WORKSHOP MINUTES
May 5, 2009
6:30 p.m.

The City Council of Peachtree City and the Planning Commission met in workshop session on Monday, May 5, 2009, at 6:30 p.m. Council Members in attendance were: Mayor Harold Logsdon, Don Haddix, Cyndi Plunkett, and Doug Sturbaum. Steve Boone was out of town. Planning Commission members in attendance were: Chairman Patrick Staples, Joe Frazar, Larry Sussberg, and Lynda Wojcik.

The purpose of the workshop was to discuss changes to the General Commercial (GC) ordinance.

Staff members attending were: City Manager Bernard McMullen and Acting Developmental Services Director David Rast.

Rast said that he and City Attorney Ted Meeker had discussed the permitted uses and looked at what other jurisdictions had in their ordinances. He wanted to be more inclusive of permitted uses and uses that were not permitted. He continued that some uses were not either a yes or a no, and they were difficult to get out once they were there. Staff would to be able to refer to the listing in the ordinance when business owners came in for their occupational tax, which could alleviate some of the issues the City had. Rast said his recommendation was that the "Permitted Uses" section (Section 1006.2) be changed to specifically identify the uses for GC-zoned parcels. Rast referred to the PowerPoint slide (a copy of the slide is included in the official meeting file), which was the current list of permitted uses in GC zoning districts – (Sec. 1006.2) Permitted uses.

Rast gave an overview of the current ordinance and the recommended changes:

- (a) **Retail business involving the sale of merchandise on the premises, provided no single tenant, owner, occupant, or business occupies more than 10,000 square feet.**

Rast recommended including a listing of 39 various types of businesses that would be allowed.

- (b) **Business involving the rendering of a personal service on the premises.**

Rast explained that this category would include barber and beauty shops, nail salons, shoe repair, personal services. They did not occupy as large of a space and complemented the primary businesses within a center.

- (c) **Office for governmental, business, professional or general purposes.**

There would be no limit on the square footage on this type of usage. It had been done in the City for years.

- (d) **Commercial recreation facility located entirely within a building on the premises.**

- (e) **Publicly owned building, facility or land.**
- (f) **Building, facility or land for the distribution of utility services.**
- (g) **Building, facility, or land for non-commercial park, recreation, thoroughfare or open space purposes.**

These [(e), (f), (g)] would be publicly-owned buildings and areas owned by the City or the Airport Authority, and they were allowed in most of the zoning districts in the City.

- (h) **Private or semiprivate club, lodge or social center.**

This use would be removed from the list.

- (i) **Building, facility or land for off-street automobile parking.**

This use was removed per the direction of the City Attorney, who felt it was geared more toward a stand-alone parking lot or garage, which Rast did not foresee a need for in the near future.

- (j) **Hotel or motel.**

Rast recommended that conditions be added to this category that would set the standard for the facilities the City wanted. The conditions included access to guest rooms would be only by internal hallways with no direct access to the outside. The lobby area would have to be a minimum of 800 square feet in size. Each hotel/motel site would be a minimum of two acres in size. Each hotel/motel would provide on-site management 24 hours per day. Each guest room would be no less than 300 square feet in size and would only be accessed with a magnetic keycard entry-locking device. Outside storage of commercial equipment would be prohibited. Occupational tax licenses would not be issued for any business operating out of a guest room at a hotel/motel, which happened frequently with extended stay hotels.

Sussberg expressed concern about requiring a magnetic keycard entry-locking device, noting that many high-end hotels had gone back to using keys for nostalgia. McMullen added that technology was always changing, so the ordinance should not be locked into requiring a magnetic keycard. Plunkett and McMullen both asked why the rooms had to be 300 square feet.

- (k) **Commercial trade or vocational school.**

Rast recommended changing (k) to read "Secondary education (sic: post-secondary), trade or vocational school." He continued that the Development Authority of Peachtree City (DAPC) was talking to technical schools about opening a branch in the City, and the change would allow post-secondary education in GC zoning.

- (l) **Radio and/or television station, not including a transmission tower.**
- (m) **Wholesale business involving the sale of merchandise on the premises.**
- (n) **Newspaper publishing facility.**
- (o) **Accessory uses, as described herein.**

Rast discussed adding a list of prohibited uses in GC zoning. Those uses included automobile sales or service; extended stay lodging facilities; group homes; laundry and/or dry cleaning plants; second-hand clothing; furniture and/or thrift stores, and tattoo parlors. He continued that

the uses were identified in other zoning districts, specifically General Industrial (GI) and Limited Industrial (LI).

Plunkett asked how to distinguish between an on-site dry cleaner and a dry cleaning plant. Staples suggested square footage. Sussberg said he also had a problem with dry cleaners located next to restaurants. Rast said staff could look at that. Rast added that there were also a lot of gyms opening in commercial areas. Plunkett said she would also like to see adult entertainment stores, pawn shops, check-cashing, and rent-to-own stores prohibited from GC areas.

Staples recommended that caution be used in prohibiting businesses. He wanted to be restrictive as possible, but he did not want to undermine the ordinance. Rast reiterated that some of the uses recommended for restriction were allowed in other zoning districts. Frazar suggested a preamble to the ordinance that said the list was not all inclusive, and the City reserved the right to refuse a license if the business was out of character with the community's values. Plunkett said that was arbitrary.

Another area to look at would be second-hand clothing and furniture stores, one of which had been in Peachtree Crossing. Most of the shops were located in the industrial park. Plunkett suggested allowing smaller stores (10,000 square feet or smaller) in GC, but prohibiting the larger ones, such as a Goodwill store. Frazar agreed. Plunkett said people did not want the "drop off" stores in commercial areas. Referring to the vacant Kroger store in Peachtree Crossing, Sussberg suggested that it would be a good location for an arts and crafts/antiques center similar to Collectors Corner. McMullen said that the wording in (a) needed some work since it referred to the sale of merchandise on the premises, and the merchandise could be anything. Plunkett said the ordinance should include "best practice" language to allow consignment stores with a retail concept. She also asked how the City could allow the "stall" type of stores in spaces such as the old Kroger. Staples said that could be covered with the overlay district strategy, but a trigger needed to be developed for the overlay strategy to be used. The opportunity was there to lose a viable anchor spot. Logsdon said the owner told him that he was willing to subdivide the old Kroger space if he had to.

Sussberg noted that all kinds of businesses were franchised now. He asked how the City could protect itself from being in the situation that Coweta County was in with Starship Enterprises. Rast said such businesses could not be totally restricted, but the City could identify appropriate areas, and the City had an ordinance that identified LI and GI zoning. He noted that Coweta might not have had anything in their ordinance to prohibit or restrict such shops. It was similar to the telecommunications ordinance in that the use was only allowed in certain areas.

Logsdon noted that most of the auto shops were located on Huddleston Road, but there were tire stores that also serviced vehicles in GC areas. Plunkett said she liked having the garages on Huddleston Road and asked if such uses could be limited on specific commercial corridors. Rast said that could be done with an overlay district. A base zoning would set, then the City could establish a vision for a specific corridor, identifying uses, architecture. That was probably where the City needed to go, especially after talking with the Development Authority of Peachtree City (DAPC).

Rast continued that he had spoken with the DAPC members, who wanted to get back to the village center concept. They wanted to encourage uses in centers for the neighborhoods they served. They were looking at the core uses that should be in a village center. Rast said he and some DAPC members had met with the owner of Braelinn Village, and a needs analysis should be done to determine what services the residents needed. The DAPC would present the results of the analysis to the shopping center owner, then ask the owner to target those business types. The next step would be to identify the corridors and overlay districts, identifying specific and limited uses.

Logsdon and Sturbaum asked where the private clubs, lodges, and social centers could be located if not in GC. After a brief discussion, the consensus was that those uses should be put back on the list.

Logsdon said the work was good, but the changes would be difficult to get right. Additional uses needed to be prohibited such as adult entertainment stores, pawn shops, and bail bondsmen.

Staples said that they should not amend the ordinance in a vacuum. If a business could go in another area for a better price, then it would go in that zoning. The City needed to be cognizant of the financial incentives. Haddix said that was why definitions were important.

Sussberg said that the City had been one of the top 10 markets for his business three years ago, but they could not find a space. He suggested the DAPC could help businesses find the right landlord. Haddix said the DAPC was working toward doing just that. Plunkett said the DAPC needed a staff person to answer those questions and provide the information to the right people. Commercial real estate agents should be doing those things. Sussberg said the agents could not provide a consolidated picture of what properties were available. Haddix said the DAPC could have database of the available properties. Logsdon said the City should not get into real estate, but there should be a good faith effort to help people. Haddix agreed, adding that it was a standard function for development authority to have that kind of information.

Rast said he hoped to have the amendments ready in six to eight weeks. Plunkett said the amendments needed to get done, and she wanted it to be on the June 18 Council agenda. She added that the ordinance could be amended later on to correct any problems that had not been considered.

There being no further business to discuss, the meeting adjourned at 7:18 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City Council of Peachtree City
Minutes of Meeting
May 7, 2009
7:00 p.m.

The City Council of Peachtree City met Thursday, May 7, 2009, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized Rebecca Watts from the Library for 10 years of service.

Public Comment

Robert Brown addressed Council regarding building permit fees. He said he had recently paid \$50 in permit fees for a project that took 15 pieces of lumber and six hours of work. He asked if staff could look at what projects should actually require permits, adding that staff should have more flexibility to determine if a permit was actually needed.

Agenda Changes

There were no changes to the agenda.

Minutes

Sturbaum moved to approve the April 16, 2009, regular meeting minutes. Boone seconded. The motion carried unanimously.

Monthly Reports

Plunkett referred to the 50th Anniversary Founders Day celebration on July 3 and asked people to send the names of residents prior to 1979 to City Hall so everyone could be included.

Logsdon asked Financial Services Director Paul Salvatore how the budget was doing. Salvatore said there had been no surprises, but the City had not yet received the Homeowner Tax Relief Grant (HTRG) funds from the state, which should be approximately \$361,000.

Consent Agenda

1. Consider Designation of Interim Developmental Services Director as City Planner
2. Consider FY 2009 Budget Adjustments
3. Consider Request to Surplus Goods
4. Consider Alcohol License – NEW – Target Store T-2129

Plunkett moved to approve the Consent Agenda. Haddix seconded. Sturbaum asked for a friendly amendment, noting that the criminal history for Patricia Johnson, the Target licensee, had been received and was satisfactory. Staff had requested the approval contingent upon receipt of the criminal history. Plunkett restated her motion to include the friendly amendment. Haddix seconded. The motion carried unanimously.

Old Agenda Items

03-09-01 Public Hearing – Consider Rezoning, 37.001 acres, GI to LUR, Southpark International Industrial Park (*Request from Applicant to Continue until June 18th*)

Boone moved to continue the public hearing to consider the rezoning of 37.001 acres from GI to LUR in Southpark International Industrial Park until June 18. Haddix seconded. The motion carried unanimously.

New Agenda Items

05-09-01 Public Hearing - Consider Transmittal of Draft Capital Improvements Element to ARC/ DCA (*Note: This document, once approved by ARC/DCA, will then be formally adopted by City Council and will be used to establish a new impact fee program for new development within the City*)

Interim Developmental Services Director/City Planner David Rast addressed Council, noting that staff and the Impact Fee Advisory Committee had been working on the draft Capital Improvements Element (CIE) for several months as part of the potential amendments to the City's impact fee ordinance. Council would consider two components at this meeting – the draft Capital Improvement Element (CIE) and the Impact Fee Methodology Report, both of which were required by the Impact Fee Act.

Rast continued that the CIE identified the projects the City would need for future development, and had been an extensive process that included growth projections and determining what services would be needed to maintain the current level of service in those areas. The City's consultant, Bill Ross of Ross+Associates, was also available to answer questions.

Rast continued that the City could not adopt the CIE until it had been reviewed by the Atlanta Regional Commission (ARC) and the state's Department of Community Affairs (DCA). He added that the new impact fee schedule was not up for adoption, only a request to transmit the document for review. After the review, staff would bring the CIE back to Council for adoption, as well as amendments to the impact fee ordinance and fee schedule.

Plunkett noted that there would be a substantial change in how impact fees were collected. Rast said it was different, but pointed out that the CIE was not a change in the impact fees. The CIE was required each year to show how the City was spending impact fees.

Council asked for a better explanation of what the CIE was before opening up the public hearing.

Ross said the CIE was an amendment to the Comprehensive Plan and was a requirement for the impact fee program. Updating the CIE was part of updating the impact fee calculations. The CIE set forth the future projects for the City, with the City determining what to build. The CIE showed what/who would be served, what would be needed, estimated the cost, and identified potential funding sources. It would be a substantial change for several reasons. Currently, the City did not charge impact fees for non-residential development. The recommended changes also dealt with a City-wide service area as opposed to multiple service areas. Another recommendation was to re-calculate the net present value calculation, which needed to be done whether or not Council modified the impact fees. Ross continued that the action Council would

take at this meeting would be to send the draft CIE to the ARC/DCA to ensure it was properly done. The review period was 60 days. At that point, Council would decide whether or not to adopt the draft CIE. Doing so would not change the impact fee schedule. There was still much work to be done.

Plunkett said that a portion of the impact fees had always gone to City-wide projects, but the remainder had gone to the area affected by the growth. The recommendation was to deviate from that. She was concerned that, by sending the draft CIE, Council was saying they wanted to go in that direction, but that might not be the case. Boone agreed.

Scott Bradshaw spoke on behalf of the Home Builders Association of Midwest Georgia (HBA), which was in favor of the amendment to the Comprehensive Plan, but they did recommend a few changes. (A copy of the position paper was given to Council and is included in the official meeting file.) He was concerned about the use of historical data in coming up with the growth projections since there was a planned buildout. He suggested the growth projections be based on the raw land that was left and the current zoning. The HBA was concerned that the service areas in the local impact fee ordinance coincided with the villages, with the only exception in Kedron, which was subdivided into three service areas. The impact fee per lot in a particular service area was based on the capital improvement needs caused by the new growth. The first \$1,083 of the impact fee for each residential lot went to the City-wide service area. The remainder of the fee was required to be spent in the service area where the new growth caused the need. He continued that the consultant had recommended abolishing all the service areas, except for the City-wide area. Their concern was that it would destroy the village concept. The amended CIE and methodology report did not include roads as a use for fees.

Bradshaw continued that the HBA members were also concerned about the proposal to expand the impact fee program to non-residential building (industrial, office building, and commercial development). Not charging impact fees for non-residential building provided a tax break and encouraged new businesses. His Association felt that the residential builders had paid a disproportionate share of the infrastructure costs in the past. Since the non-residential fees would generate a substantial amount, he suggested the City either reduce or freeze the residential impact fees.

Robert Brown agreed with Bradshaw that the village concept was important to the character of the City. The draft CIE should not be sent to ARC/DCA until Council agreed on the impact fees.

Logsdon said the impact fees were not what drove the village concept. The village concept was based on a geographic term. In his opinion, it was a stretch to say a City-wide service area destroyed the village concept. Haddix agreed. He said the village concept had never been about service areas. The fire stations were never based exclusively for service where they were built, and police services were not based on the villages. Both were based on response times, not village boundaries. They were not equivalent terms.

Sturbaum's concern was that roads should be included in the fees. Haddix said roads were not excluded, but there would need to be an additional study to bring them into the fees. City Manager Bernard McMullen explained that, in the CIE, staff had presented projects that were

needed to support future growth. No other roads were planned except for the roads being built by the developers, such as the extension of MacDuff Parkway. Plunkett asked about the extension of Loring Lane to SR 54 and any east/west corridors that might be considered. City Attorney Ted Meeker explained that the CIE and the impact fees could not be assessed on the possibility that something might be built in the future. Ross added that Georgia's impact fee law was project-based. Roads were compatible with impact fee collections, but without a plan they could not be part of the CIE.

Plunkett said she did not think the recommended plan would destroy the village concept, but the plan that was in place allowed the remainder of the impact fees to go to projects specific to the village, which was fundamental to what the City did. There would be projects in Wilksmoor. Those funds allowed the City to enhance those areas. If builders wanted to come to the City, then they had to pay. The fees needed to go up.

Ross said the proposed City-wide service area was primarily about fire services. The City had central park areas and a central police department. If the impact fees were used to build a fire station and purchase equipment in a service area, then that fire truck would not be able to leave that service area. The City's fire protection was an inter-related service that served the whole City. Each station served several villages, which was one of the reasons the village concept could not be used for service areas. Impacts fees were for a service provided and were an inappropriate way to try to get at the village concept. The City probably should not be dividing the impact fees as it currently did.

Plunkett looked at recreation, noting that the village concept included recreation opportunities in village. As homes were added to a village, community recreation needed to be added to an area, including parks, tennis courts, or cart paths. The impact fees would need to go to that area. Ross said the City did not tell people they could only use the parks in their village. Parks were a good example of services that could be tiered – a City-wide system of neighborhood parks and community parks. The City could have such a system with service areas that might not conform to the villages.

Sturbaum noted there was an exemption policy, and asked if wording could be added to allocate money to different villages. Ross said the exemption policy was another word for a waiver that state law allowed for two categories – affordable housing and public roads. Waivers were approved by Council, and the money to provide services would have to be made up from another source.

Logsdon asked Bradshaw to explain his recommendation to freeze residential impact fees. Bradshaw said the Impact Fee Advisory Committee voted to recommend the service areas be left in place. His comment regarding freezing the fees came from another recommendation that had been made earlier, but got lost in everything, to recommend non-residential impact fees in a system-wide service area, and to freeze residential fees for two years to see how the economy grew. Residential builders had paid a disproportionate share over the years, and there would be a significant amount of non-residential impact fees.

Logsdon said he did not see that much in non-residential impact fees in the future. McMullen

said it would depend on the timing of the approval of the impact fees. The list would show all the undeveloped land and land with site plans, already submitted, which would determine what would fall under the new fees and what would be grandfathered. There were only about 20 acres of undeveloped commercial land left in the City. Ross added that according to their calculations, the City would collect just under \$2 million in non-residential fees and approximately \$5 million in residential fees. Ross clarified those fees were based on buildout projections. McMullen added that was only if the City charged the maximum allowable based on the analysis. Ross said that impact fees would not be collected for redevelopment if it was for the same use and the same building footprint. If the building footprint changed, the builder would only be charged impact fees for the difference.

Plunkett asked if there was a deadline for transmittal of the CIE. Rast said it had already been submitted for the current impact fees, but this CIE was for the proposed impact fees.

Haddix asked Ross to clarify how roads could be added to impact fees. Ross said roads and stormwater projects could be added as they came up, but here had to be a firm project. Roads could be added for any project that added capacity. Signalization of an intersection could qualify, as well as brand new roads.

Plunkett said she appreciated all the work that had been done, but she still had a lot of questions. Logsdon said there was time, but the draft needed to get to the ARC so they would know the City was working on it. He pointed out that approval of the transmittal was not a drop-dead vote. Ross reiterated that the CIE was a draft that showed the state the requirements were met. Haddix noted roads could not be added now since there was no project requiring them.

Plunkett asked what would happen if the Council decided to raise the rates, but keep the collection distribution the same. She asked if the CIE would have to be resubmitted. Ross said it would. The bottom line was they did not know how inaccurate the current fee schedule was. The City had never adjusted its impact fee schedule for inflation or for the addition of infrastructure. Everything needed to be updated. Rast said the City adopted its impact fee ordinance in 1994, and it had not been updated since. The current impact fee schedule was not built on the villages, but on service areas. He noted that the fire service was zone-based. The service areas did not coincide with the villages. Bradshaw noted that Senate Bill 522, which was in committee, was expected to be approved during the next legislative session. If approved, a committee would be formed to look at the state's impact fee laws to see if changes were needed.

Haddix moved to approve the transmittal of the draft Capital Improvements Element to ARC/DCA. Logsdon seconded. The motion carried 3 (Boone, Haddix, Logsdon)-2 (Plunkett, Sturbaum).

05-09-02 Consider Adoption of Impact Fee Methodology Report

(Note: Adoption of this document DOES NOT establish a new impact fee structure, but sets the parameter as to what fees can be charged)

Rast said that technically the document did not need to be adopted by the Council; however, because of the extensive effort that went into its preparation, staff felt it should be presented to Council for consideration. To determine the City's future needs, several months were spent

analyzing the undeveloped tracts in the City and what could be developed based on the current zoning. Those numbers were used to develop the ultimate buildout scenario. The information would be used to identify projects for the draft CIE and the upcoming revisions to the impact fee ordinance.

Boone said the report was basically a road map and moved to approve the adoption of the Impact Fee Methodology Report. Haddix seconded. The motion carried unanimously.

05-09-03 Consider Change in Developmental Services Fee Schedule

Plunkett moved to approve the change in the Developmental Services fee schedule as outlined in the memo. Sturbaum seconded. The motion carried unanimously.

05-09-04 Consider Cancelling the June 4 and July 2 Council Meetings

McMullen noted there were no items on either agenda. There would not be a full Council at the June 4 meeting, and the July 2 meeting was very close to the July 4 holiday.

Sturbaum moved to approve cancelling the June 4 and July 2 Council meetings. Haddix seconded. The motion carried unanimously.

Council/Staff Topics

Public Services Director Tom Corbett updated Council on the right-of-way mowing and landscaping contract with TruGreen. He said staff had found that it took a company approximately three months to gear up for a project of this size, but asked TruGreen to go ahead and get started. They started April 13, then the rain set in and the grass could not be cut. TruGreen had finished the first two two-week cycles on state roads and primary roads, which included Peachtree Parkway, Crosstown, McIntosh Trail, and all of the larger connectors. The first round was to get the overgrowth out of the way. The second cut had gone much better. The City contract supervisor, Ken Williams, was working with TruGreen to teach them the ins and outs of the areas in the City. If left on its own, TruGreen would do what was in the contract, but the City's judgment needed to be applied for the best results. It would be a slow process. The landscaping work was behind since the winter work had not been finished. Corbett pointed out that SR 74 South was not the City's responsibility yet, but SR 74 North was. However, the grass in the 74 North medians could not be cut until the red clover died, which should happen in the next week.

Plunkett asked about the weeds/grass along the soundwall on SR 74 South. Corbett said that McMullen and Rast had asked the state's contractor if the grass could be cut. McMullen added that the area was still the contractor's responsibility. The rye grass would die, and the contractors were required to replant with regular grass before turning the project over to the City. Staff hoped to apply some pressure. He noted that the growth in some areas was close to becoming a safety concern. Boone explained that rye grass was used as a ground cover for erosion control. Plunkett said the City should just tell the state the City would do it. McMullen said he did not disagree, but there was concern that the mowers could damage something such as exposed cables, which would create additional issues. Boone said the City did not have the right to mow the area since it was still the contractor's responsibility. McMullen added that some of the property owners along the highway had been mowing the areas in front of their properties.

Corbett said staff was in daily contact with the TruGreen, and the company expected to have everyone on board by Memorial Day. The training would take some time. Corbett said they had been more concerned with quality than speed at this point.

Corbett said TruGreen was also handling dead animal removal and there had been a large number of deer, at least a couple every day. Logsdon asked if they were from car accidents. Corbett said no. Logsdon said he was concerned about the death of deer from something other than car accidents. Haddix asked if there was disease in the deer population. Bradshaw noted that bow hunters were out at night on the east side of the City.

Rast reported that the CSX Bridge on SR 54 West was seeing progress. Within the last two weeks, the City had gotten the environmental certification, right-of-way certification, construction plan approved, and bid specifications approved. He had received the project manager certification package by e-mail that day, which was needed for the funding to be released. Tremendous progress had been made. Rast said he would update everyone when he received something back on the project manager certification. The next big hurdle was to put it out to bid.

Rast also reported that CSX just needed to sign off on the donation for SR 74 landscaping. They were waiting for the maintenance agreement from CSX, who was working to include closing the Comcast crossing on SR 74 as part of the agreement. They were still trying to get with the right people at Comcast to finalize that. The landscape plans were approved, and CSX had signed off on them. The bid specifications would be ready to go as soon as Council approved the maintenance agreement.

The traffic signal at SR 74/Wisdom Road was also moving along. Rast said CSX had accepted the easement offer, and staff was waiting for the paperwork. The contractor was on standby.

Rast continued that the design drawings were complete for the ramps to the Post Office from the SR 74/Paschall Road tunnel. Most of the utility comments were back. Staff met with FC&A regarding the required easements. There had not been any easements for the old path. Several were needed for the new one, and negotiations were ongoing. An easement was also needed from Lamar Seales on the northeast corner of the intersection. Rast said staff was also working with NCR on the cart path connection to its facility once the renovations were complete.

Plunkett moved to convene in executive session for real estate, threatened or pending litigation, and personnel at 8:24 p.m. Boone seconded. The motion carried unanimously.

Sturbaum moved to reconvene in regular session at 8:53 p.m. Haddix seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn. Boone seconded. The motion carried unanimously. The meeting adjourned at 8:55 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: City Clerk

DATE: May 12, 2009

SUBJECT: Alcohol License – NEW – Cheers
May 21, 2009, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcohol license.

Discussion:

Cheers Bottles Inc. dba Cheers, a package store located at 2591 Highway 54 West (formerly Hartigan's), has submitted a request for a new alcohol license. Mr. Nooruddin Mitha has requested he be appointed as the Licensee and as the License Representative. Mr. Mitha will attend the meeting on Thursday, May 21, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the package sale of beer, wine, and distilled spirits, which is \$5,000.

Attachments



Business Name: Cheers bottles Inc. dba Cheers		Business Location: 2591 Hwy 54 West, Peachtree GA-30269			
Nature of Business: Liquor Store		Mailing Address: 180 Glenwood lane Fayetteville (404) 388-3229		Business Phone Number:	
Name of Licensee: Nooruddin Mitha		Home Address: GA-30215 180 Glenwood lane Fayetteville, GA-30281		Home Phone Number: (404) 388-3229	
Name of License Representative: Nooruddin Mitha		Home Address: As Above		Home Phone Number: As Above	
Please indicate type of licenses applying for:					
Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒ Malt Beverage		☒ Malt Beverage		☐ Malt Beverage	
☒ Wine		☒ Wine		☐ Wine	
☒ Distilled Spirits		☒ Distilled Spirits		☐ Distilled Spirits	
Please complete information below (use separate sheet if necessary):					
NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.		ADDRESS Please provide Home Addresses for the individuals listed:		PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:	
NOORUDDIN METHA		180 Glenwood lane Fayetteville GA-30281		Home - (770) 997-2888 Cell - (404) 388-3229	
Is any person who owns an interest in the license an employee of the City of Peachtree City? YES / NO					
If YES, Please Provide Name of Employee: _____					

State of Georgia

City of Peachtree City:

I, H. C. "Skip" Clark II, Chief of Police for the City of Peachtree City, do hereby certify that:

Nooruddin Kamruddin Mitha

180 Glenwood Lane Fayetteville, GA 30215
Address

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

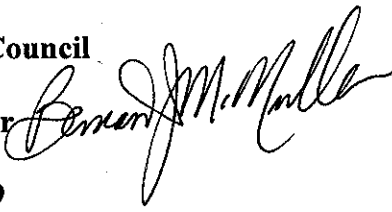

Signature

5/8/09
Date


Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: May 11, 2009
SUBJECT: Consider Appointment of Library Commission Member
Consent Agenda, May 21, 2009

Recommendation:

Re-appoint Keely Suiter to a new term on the Library Commission beginning June 1, 2009 ending May 31, 2012.

Discussion:

Ms. Suiter has served on the volunteer board since June 1, 2006 as a very successful member of the Library Commission. Ms. Suiter's term was due to expire on May 31, 2009, and is the standard procedure; the vacancy was announced and advertised for volunteer applicants. At the close of the application period, Ms. Suiter was the only applicant who applied to be interviewed. After conferring with the Library Administrator on the contributions of Ms. Suiter, I feel confident that Ms. Suiter will continue to be a positive attribute to the Library Commission.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager *Benjamin M. Muller*
Finance Director *P.S.*
Purchasing Agent *ore*
Leisure Services Director *ore*

DATE: May 14, 2009

SUBJECT: Consider Acceptance of Scoring/Storage Building, Riley
For City Council Meeting May 21, 2009

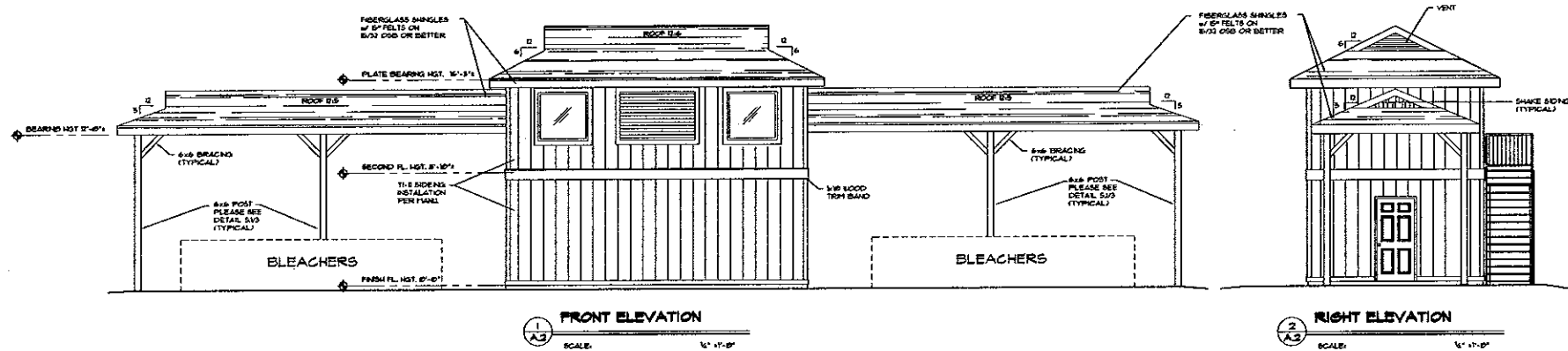
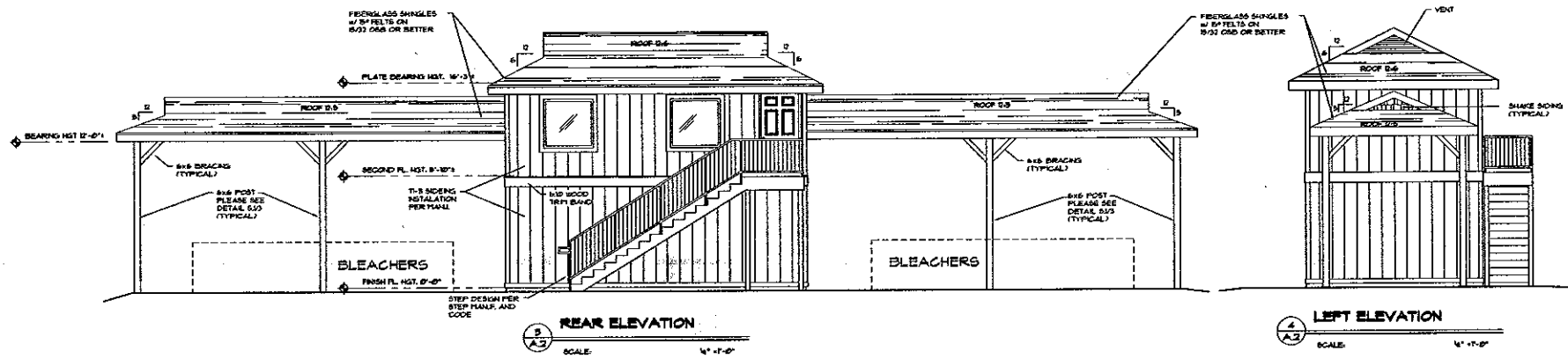
Recommendation:

That Council considers and accepts the donation of a scoring and storage building at Riley Field from the Peachtree City Packers Youth Football Association.

Discussion: The PTC Youth Football Association plans to construct a two story, 24' x 14' scoring and storage building at the lower football field at Riley Field on Wisdom Road at no cost to the city. The upper floor would be used as the scoring booth and the lower floor for storage. The Football Association will provide funding and in-kind services for the entire project. The Planning and Building Departments have reviewed the plans and appropriate permits will be issued. In accordance with language in the annual agreement, the Football Association understands that once the building is complete it becomes city property.

Budget Impact: No impact on city budget other than on-going charges for electrical service.

Rev.	By	Date
1	CH	11/11/11
2	CH	11/11/11
3	CH	11/11/11
4	CH	11/11/11
5	CH	11/11/11
6	CH	11/11/11
7	CH	11/11/11
8	CH	11/11/11
9	CH	11/11/11
10	CH	11/11/11



FOOTBALL STORAGE & PLATFORM

NEW BUILDING OF PEACHTREE CITY RACEWAY

PEACHTREE CITY, GEORGIA

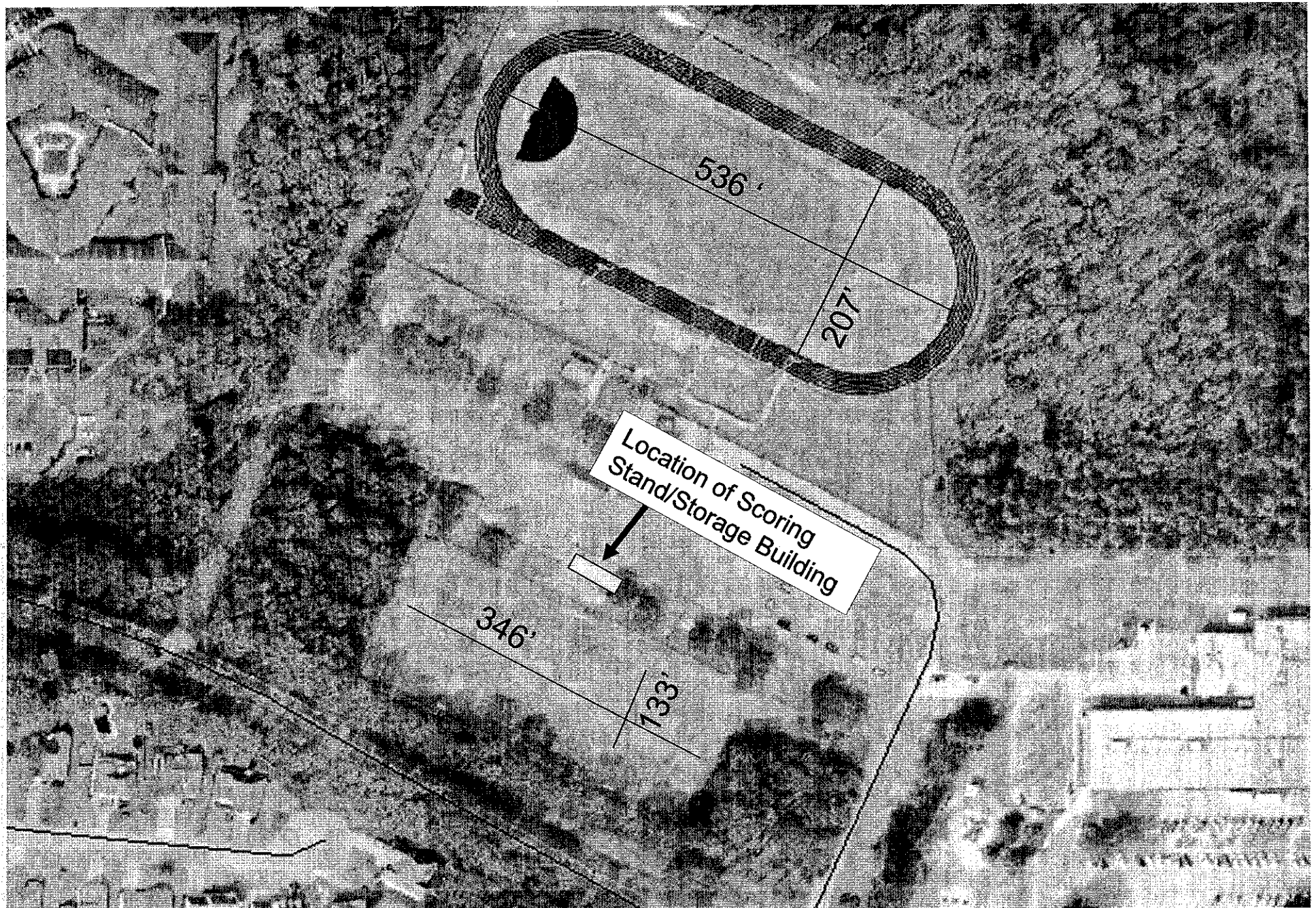
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Checked By: CDB
Date: 11/11/11
Title: See Memo
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2 CH 2 Sheets

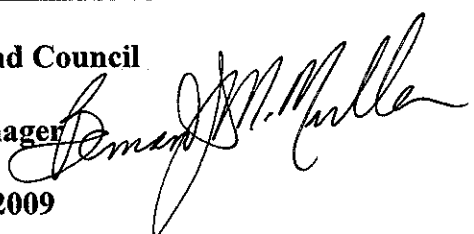
Aerial Site, Riley Fields, Peachtree City, GA

March 11, 2008



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: May 14, 2009
SUBJECT: Consider Donation of Two Surplus Vehicles to Airport Authority
Consent Agenda, May 21, 2009

Recommendation:

For Council to approve the donation of two (2) surplus inventory vehicles to the Airport Authority for the purpose of promoting customer service and increased economic benefit for the Airport and the city.

Discussion:

The Airport Authority has been working with Peachtree City's Director of Public Services, Tom Corbett in regard to the possibility of obtaining vehicles from the surplus inventory. These vehicles are intended to be used for large aircraft crews who fly into Falcon Field. The details of the proposed vehicles are listed as shown:

1999 Crown Victoria
VIN #2FAFP71W0XX159653
City Asset #1006
Mileage: 109,269

1999 Crown Victoria
VIN #2FAFP71W8XX11320
City Asset #3095
Mileage: 101,357

These vehicles carry a Blue Book value of \$2,825.00.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 
Finance Director
Purchasing Agent
Leisure Services Director

DATE: April 14, 2009

SUBJECT: Consider Results of RFI, Outsourcing of Kedron Management
City Council Meeting May 21, 2009

Recommendation:

That Council considers the results of a Request for Information (RFI) relative to management of the Kedron Field House and Aquatic Center (KFAC) and provides guidance to staff whether to proceed with a Request for Proposal.

Discussion:

The city issued an RFI on March 31 to seven contractors with potential interest in entering an agreement with the city for management services at KFAC and placed the RFI on the city website. The purpose of the RFI was to determine if there was sufficient interest to consider issuing a formal Request for Proposals. The city's goal as expressed in the RFI scope of services was to decrease expenses and increase revenue to reduce or eliminate the burden on the city's general fund for operating the facility. City staff on April 16 conducted an optional site visit. Four interested parties attended. Two submissions were received by deadline on April 30, one from Georgia Sports League (GSL) and the other from Mr. Dar Thompson. In addition, an email was received from Kim Caraway of the Peachtree Dive Center saying she was interested in submitting if an RFP was issued, but could not submit a package at that time due to a family emergency.

Both parties who submitted information focused on operations of the field house component of KFAC, either as-is or re-configured for purposes other than its original intent. Neither expressed a strong desire to manage the aquatic component and field house component of KFAC as a combined unit under one manager. At the site visit the Director of Leisure Services stated that his preference was to enter an agreement with one entity to manage both components in order to streamline and centralize contract management, but that other options would be considered. The Recreation staff also developed a proposal designed to accomplish the stated goal of the RFI.

Both submissions and a summary of the staff proposal are attached for Council review. As you will see, the Georgia Sports League proposes to make the facility more self-sufficient by streamlining management and improving/increasing programming. They propose to split the pool operation and field house operation with another company overseeing the pools and GSL overseeing the field house.

Mr. Thompson suggested that pool operations remain generally status quo but he did not specify if he would be responsible for their operation. The big change he proposed was to redesign and expand the field house space to accommodate construction of an ice rink. Three options are presented.

The Kedron manager, in consultation with the Director of Leisure Services and the Recreation Administrator, began developing a staff proposal immediately upon announcement of the RFI and had it substantially complete when RFI's were due. Staff suggested a consolidated approach where one manager oversees both components. The staff proposal shows an increase of revenue of approximately \$200,000 and a decrease in expenses of approximately \$100,000. Items related to fee increases for pool usage are addressed for immediate implementation in a separate agenda item. Recreation staff is further refining the proposal with the assistance of the finance department and in coordination with the city manager for presentation at the June 8th budget workshop.

Budget Impact: At a minimum, implementing the Staff proposal is projected to reduce net expenses \$300,000.

Kedron Field House and Aquatic Center Staff Response to RFI

If given the opportunity to take appropriate measures to cut costs and increase revenues, the current Kedron Field House and Aquatic Center (KFAC) staff members can provide quality public service that meets or exceeds expectations. Under circumstances working in a "pay to play" environment, the staff can provide these services at a cost that rivals a third party service provider.

Staff proposes to phase in changes according to priorities. Each phase will overlap; there is no reason to wait to accomplish one before moving to the next. The first phase will be to implement new fees, increase existing fees and cut expenses immediately. The second phase will be to work to find areas where we can partner with the private sector and others to utilize open times during the day on a fee basis. The third phase will be to promote Kedron to a new clientele. Kedron has the capabilities to offer space for rentals; such as conferences, job fairs, weddings, reunions and tournaments. Preliminary estimates conservatively show a \$300,000 positive impact on the Kedron budget; \$100,000 reduction in expenses and \$200,000 increase in revenue.

Kedron Field House and Aquatic Center is staffed by quality, trained professionals. Staff understands all the unique operating systems that allow the facility to function efficiently; from the Active on-line registration software to equipment such as the air handler, Benchmark 2 million btu boiler, EK Campbell boiler, Honeywell bubble heater, the ethanol glycol heating coil and all pump room equipment. These complex systems are unique to this facility and it has taken years of experience to learn them. Existing staff is sensitive to the expectations of Peachtree City and Fayette County patrons who walk in the door. We strive to provide a quality public service, which leads to a positive experience. After the recommended staff reduction there will be 8 employees. Of the 8 employees, 5 live in Fayette County (3 living in Peachtree City) and the other 3 just in Coweta County.

Time Line:

Phase I, Increasing Fees: Once approved we would look to implement September 1, 2009. This would be when the next Recreation Program catalog would start. Existing catalog is already out with current prices.

Phases 2 & 3: We would begin immediately to develop additional programming and partnerships and expect to fully meet projected all goals within the next one to two years. More detail will be available when the complete proposal is presented.

Georgia Sports Leagues

Peachtree City Request for Information (RFI #09-129IKD) Kedron Field house and Aquatic Center

Based on Peachtree City's request for information and current management practices (RFI) to provide cost saving management of the Kedron Field House and Aquatic Center. Georgia Sports Leagues would like to offer the following information:

Georgia Sports Leagues LLC. (GSL) is based out of Dunwoody, Georgia. GSL management has a combined 20 years of experience. GSL leadership excels in the promotion and operation of adult and youth recreational sport leagues and special events in the Metro Atlanta area. We are a community and service oriented company that takes pride in offering quality programs that benefit everyone involved. We are one of the largest and most respected independent sport league operators in Georgia. Over 2000 individuals will participate in GSL programs this year. GSL currently has partnerships with the following cities / organizations;

- Mt. Vernon Baptist Church (adult recreation programs)
- City of Doraville (adult recreation programs)
- City of Sandy Springs (adult recreation programs)
- Concourse Business Parks (corporate recreation programs)

In consideration of the information provided to GSL pertaining to the current management and programming of the Kedron Field House and Aquatic center, we would like to offer the following information and suggestions.

Facility Management

Based on our experience, the only way for a facility to become more self-sufficient is to streamline management and to improve and increase programming. Obviously, being a city owned facility; the challenge is to achieve this goal without compromising the community's perception of openness and its need for ranging programs. We believe the first step in meeting this challenge would be to split the management of the facility into two parts; 1. Pools and 2. The field house (includes gym and classrooms). The front desk and the locker-rooms would be shared. We strongly believe that a company experienced in managing pools would fall short of maximizing programming for a gymnasium, and vice versa. There would be an obvious need for a good working relationship and solid agreements between companies, but in the end, the city would benefit from this arrangement through solid programming in the entire facility.

Programs

GSL has been able to grow participation and programming over 200% in the last 3 years. We feel the same can be accomplished at the Kedron field house. There are two main factors that have contributed to our growth. One, creative and intentional programming marketed directly to the participants. We go to them instead of waiting for them to come to us. We clearly communicate the goal of each program, and rely heavily on the power of relationships and referrals. It is our hope that each participant will take home a sense of community, as well as a sporting experience. Two, we must program to survive. There is no financial safety net. The advantage of privatization is self motivation. All of our managers' salaries are directly impacted by the program revenue.

Here are some programs that could be offered through Kedron Field house.

Gym

- Adult Basketball (year round) Men's & Women's Church/Industrial/Open leagues
- Adult Dodge ball (fall/winter) Co-ed Recreational leagues
- Adult Volleyball (year round) Men's & Co-Ed – Church & Open leagues
- Indoor Kickball (winter) Co-Ed Recreational leagues
- Host Basketball & Volleyball tournaments to draw outside visitors to the facility. (Adult & Youth)
- Host community sponsored events (Corporate Team building/Church Lock-ins, Charity events)
- Summer sports and skills camps and events (youth sports etc.)

Activities Rooms

Use of these rooms would be community driven. Emphasis would be put on quality programs and professional instructors. GSL would work with local citizens in offering these rooms for their specific needs along with developing and bringing in quality programs that the community would appreciate.

Expenses

Peachtree City would benefit with an immediate savings by the following. GSL would assume all cost related to:

-
- Kedron Field house staff
 - Kedron Field house utilities (gas, power, water etc.)
 - Outside lawn maintenance

We feel confident the city and community would benefit from partnering with Georgia Sports Leagues. Peachtree City would have an immediate savings by eliminating the aforementioned expenses. GSL would also propose donating a portion of profits earned to Peachtree City to help promote joint success. The end goal would be to provide the citizens of Peachtree City a facility that is working to provide them with programs and events that they want and deserve run by a professional organization with the community's best interest in mind.

Thank you for your consideration,

Mark Nations (678) 799-0159

Chip Cofer (678) 778-3580

www.georgiasportsleagues.org

April 29, 2009

To: The City of Peachtree City

From: Dar Thompson

RE: "RFI" for Kedron Aquatic Center and Field House

To Whom It May Concern:

I would like to take this opportunity to offer you my ideas and recommendations regarding the Kedron Aquatic Center and Field House pursuant to the RFI submitted by the City.

This is an opportune time to re-evaluate the value that this facility offers our citizens, as well as, the economic value to the city. The present tough economic conditions have required each of us to make decisions which are often hard to face and even more difficult to implement; however, the current economic climate also provides us with a golden opportunity to examine every expenditure which should make all of us, businesses and governments too, more frugal with our money and more efficient in our operations. Redundancies can and should be eliminated. When the economy recovers, we all will be able to do more with less

The future of the aquatic portion of this facility clearly generates the greatest concern for our citizens, as it is truly the only year-round aquatic center in the county and local area. Thus, the aquatic portion of this facility needs to operate consistently with the past to avoid needless heartache. User fees need to be examined and compared to the expense of operating the aquatic center but any significant change in its operation should not be attempted to avoid disruption of this portion of the facility that has become a tremendous recreational asset for our citizens.

The basketball courts, on the other hand, are an entirely different story. Through my limited research, I am told that the recreational league basketball season lasts only about three months out of the year. When it comes to league play, I am also told that this facility is rarely used compared to the facilities found in our county schools and churches. There are many places for basketball leagues and teams to play ball throughout Peachtree City and throughout the county. Thus, is there truly a need for the city to incur the expense of maintaining and operating the two basketball courts found in the Kedron Field House? Do these courts provide any economic benefit to the city or the taxpayers through tournament play? The answer to both questions is a resounding "no." Unlike aquatics, there are many other options and venues available for basketball.

Finally, the meeting rooms and classrooms at the Kedron Aquatic Center and Field House provide additional areas for our citizens to meet at low rental prices. Under my proposal, some of the current events held at this location may remain but the city should examine

the usage and availability of such meeting rooms at the library, at the local churches and at The Bridge. Perhaps, the costs of operating these rooms are an unnecessary expense for the city. Perhaps, the number of rooms at the facility can be reduced or better utilized with increased rental fees. As with the aquatic portion of the facility, the true cost of maintaining and operating these rooms should be considered when establishing the rental fees. The fees should cover these costs.

I propose a different use of the basketball portion of the facility that will enhance the usage of the building, provide a basis to increase the rental rates of the meeting rooms, and benefit the city economically. In the last election, there were over seven-thousand voters in favor of an ice-complex in Peachtree City. Many other people voiced opinions favoring this idea and liked the concept very much but did not want to see an increase in taxes to help fund such a facility. My proposal provides for the construction, maintenance, and operation of an enhanced facility including an ice-complex for less than the city currently spends to operate the Kedron Aquatic Center and Field House.

I recommend that the city remove one or both of the basketball courts and build an addition onto the existing facility (see attached drawings). The area where the current basketball courts are located coupled with the addition will house the ice arena. The addition will add about 17,000 to 18,000 square feet to this facility. If the city prefers to keep one or both of the basketball courts, which I recommend against, the addition can be enlarged to accommodate both the ice rink and the basketball courts.

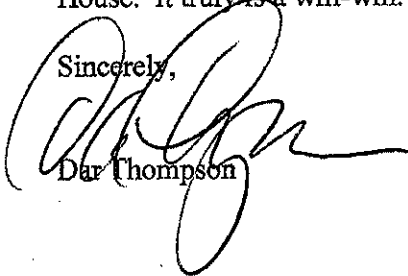
Depending on the scope of the project, the cost of this addition is an estimated \$1,500,000.00 if the basketball courts are eliminated to \$2,000,000.00 if both courts are kept. Under my proposal and business model, I am willing to guarantee personally the cost of the addition. Also, my proposal will ensure that the city's annual costs associated with the Kedron Aquatics Center and Field House will be reduced; thus, there is no direct net cost or exposure to the city for this improved facility.

Currently, the annual cost to the city for the Kedron Aquatic Center & Field House approaches \$900,000.00. Under my plan, the annual cost to the city will be reduced by \$200,000.00 to \$300,000.00. The city saves money while gaining a tremendous asset. Peachtree City will be the only city on the south side of Atlanta to boast an ice-complex for hockey, figure skating, and public skating. Hockey tournaments can be played there which will bring in tourism dollars. Figure skating tournaments and programs can also be held at the facility which will also boost the local economy. The meeting rooms can be used during the tournaments and for functions associated with the aquatics center and the ice-complex. Finally, there is the added value of the increased size of the building.

Under my proposal, the aquatic center would be operated by a separate organization such as USA Pools and the ice rink would be operated by my organization. This would be the optimal business structure. Each entity is specialized in its own specific venture. However, I am willing to approach a single operator plan but prefer the two-operator model.

In closing, I have been a business owner in this community for over ten years. My health club facilities have won national and international awards and were ranked in the top five health clubs in the Atlanta metro area by *The Atlanta Business Chronicle*. We currently have over 10,500 members and employee over 150 people. I know the recreation and health industry well. This proposal, which fulfills a need of this community, saves the city money and increases the economic impact of the Kedron Aquatic Center and Field House. It truly is a win-win.

Sincerely,



Dar Thompson

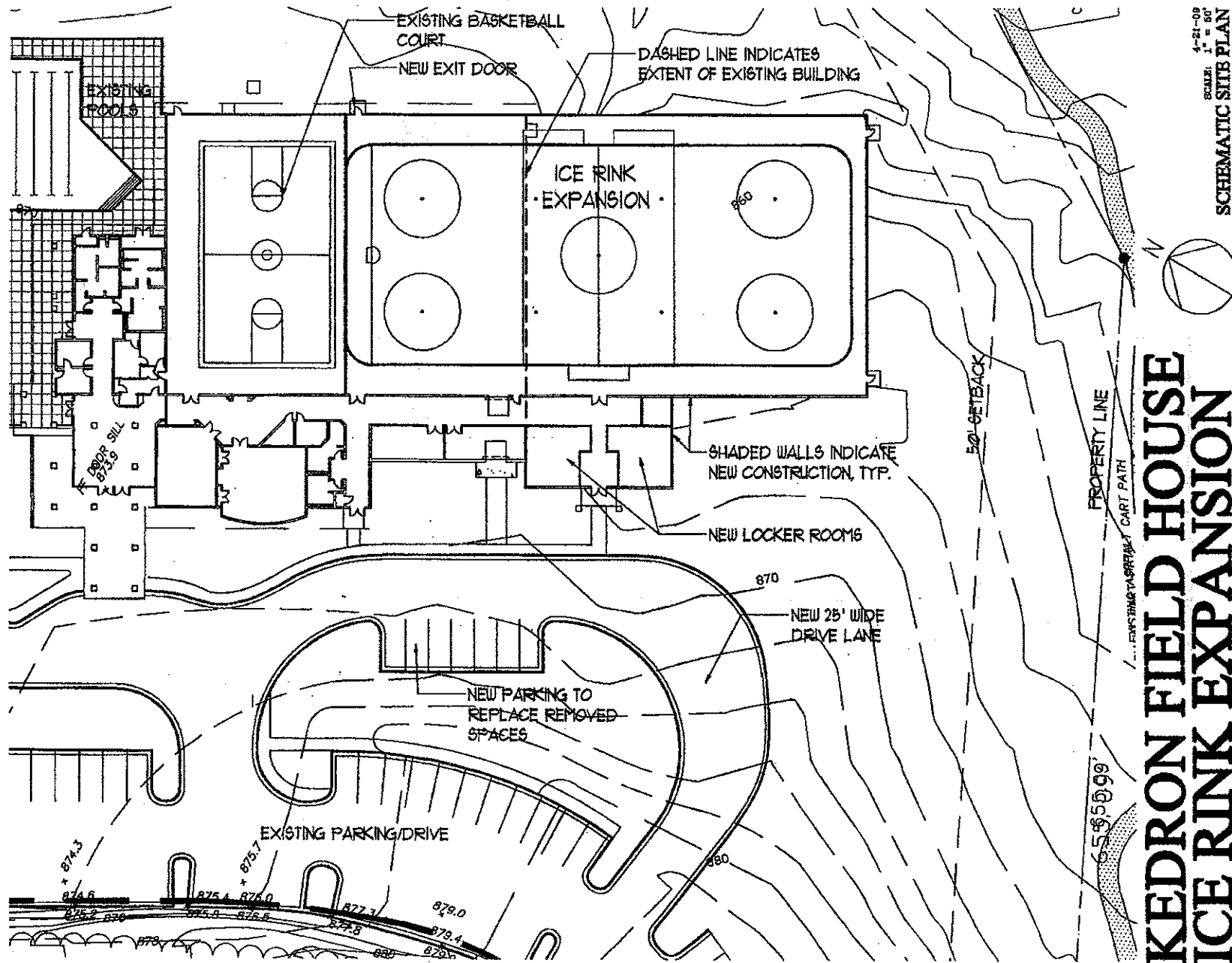
• 16' 37"
279.01



FOLEY DESIGN ASSOCIATES ARCHITECTS INC.
1018 Cleveland Avenue Building 100 Suite 102
2nd Fl., Omaha, NE 68102 (402) 781-1000

PEACHTREE CITY, GA

Option 2



FOLEY DESIGN ASSOCIATES ARCHITECTS INC.
153 Cleveland Avenue Building 110 Suite 102 East Point, Georgia 30641 (404) 761-0286

PEACHTREE CITY, GA

Architectural site plan of a school building. The plan includes the following labels and features:

- Top Left:** "16' 37" 279.07" and "TOP OF 60124 INCH 8-30-85".
- Top Center:** "850" and "860".
- Top Right:** "TOP 44 INCH 8-30-85".
- Left Side:** "8" SAN SEWER 860" and "71.2".
- Center:** "EXISTING ROOMS", "ICE RINK EXPANSION", "NEW GYMNASIUM", "NEW LOCKER ROOMS", "NEW COVERED ENTRY", "NEW CONC. SIDEWALKS", "NEW 25' WIDE DRIVE LANE", "NEW EXIT DOOR", "SHADE WALLS INDICATE NEW CONSTRUCTION, TYP.", "NEW 25' WIDE DRIVE LANE".
- Bottom Left:** "ASPHALT PARKING", "EXISTING PARKING/DRIVE", "EXISTING PARKING/DRIVE", "EXISTING PARKING/DRIVE".
- Bottom Center:** "NEW 25' WIDE DRIVE LANE".
- Bottom Right:** "NEW 25' WIDE DRIVE LANE".
- Other Labels:** "870.0", "871.7", "872.3", "873.3", "874.2", "874.3", "874.4", "874.5", "874.6", "874.7", "874.8", "874.9", "875.0", "875.1", "875.2", "875.3", "875.4", "875.5", "875.6", "875.7", "875.8", "875.9", "876.0", "876.1", "876.2", "876.3", "876.4", "876.5", "876.6", "876.7", "876.8", "876.9", "877.0", "877.1", "877.2", "877.3", "877.4", "877.5", "877.6", "877.7", "877.8", "877.9", "878.0", "878.1", "878.2", "878.3", "878.4", "878.5", "878.6", "878.7", "878.8", "878.9", "879.0", "879.1", "879.2", "879.3", "879.4", "879.5", "879.6", "879.7", "879.8", "879.9", "880.0", "880.1", "880.2", "880.3", "880.4", "880.5", "880.6", "880.7", "880.8", "880.9", "881.0", "881.1", "881.2", "881.3", "881.4", "881.5", "881.6", "881.7", "881.8", "881.9", "882.0", "882.1", "882.2", "882.3", "882.4", "882.5", "882.6", "882.7", "882.8", "882.9", "883.0", "883.1", "883.2", "883.3", "883.4", "883.5", "883.6", "883.7", "883.8", "883.9", "884.0", "884.1", "884.2", "884.3", "884.4", "884.5", "884.6", "884.7", "884.8", "884.9", "885.0", "885.1", "885.2", "885.3", "885.4", "885.5", "885.6", "885.7", "885.8", "885.9", "886.0", "886.1", "886.2", "886.3", "886.4", "886.5", "886.6", "886.7", "886.8", "886.9", "887.0", "887.1", "887.2", "887.3", "887.4", "887.5", "887.6", "887.7", "887.8", "887.9", "888.0", "888.1", "888.2", "888.3", "888.4", "888.5", "888.6", "888.7", "888.8", "888.9", "889.0", "889.1", "889.2", "889.3", "889.4", "889.5", "889.6", "889.7", "889.8", "889.9", "890.0", "890.1", "890.2", "890.3", "890.4", "890.5", "890.6", "890.7", "890.8", "890.9", "891.0", "891.1", "891.2", "891.3", "891.4", "891.5", "891.6", "891.7", "891.8", "891.9", "892.0", "892.1", "892.2", "892.3", "892.4", "892.5", "892.6", "892.7", "892.8", "892.9", "893.0", "893.1", "893.2", "893.3", "893.4", "893.5", "893.6", "893.7", "893.8", "893.9", "894.0", "894.1", "894.2", "894.3", "894.4", "894.5", "894.6", "894.7", "894.8", "894.9", "895.0", "895.1", "895.2", "895.3", "895.4", "895.5", "895.6", "895.7", "895.8", "895.9", "896.0", "896.1", "896.2", "896.3", "896.4", "896.5", "896.6", "896.7", "896.8", "896.9", "897.0", "897.1", "897.2", "897.3", "897.4", "897.5", "897.6", "897.7", "897.8", "897.9", "898.0", "898.1", "898.2", "898.3", "898.4", "898.5", "898.6", "898.7", "898.8", "898.9", "899.0", "899.1", "899.2", "899.3", "899.4", "899.5", "899.6", "899.7", "899.8", "899.9", "900.0".

KEDRON FIELD HOUSE ICE RINK EXPANSION

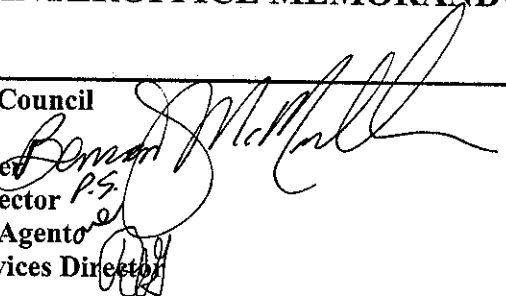
PEACHTREE CITY, GA

FOLEY DESIGN ASSOCIATES ARCHITECTS INC.
1515 Cleveland Avenue Building 100 Suite 102 East Point, Georgia 30044 (404) 761-1200

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 
Finance Director P.S.
Purchasing Agent
Leisure Services Director

DATE: May 14, 2009

SUBJECT: Consider Fee Increases for Use of Kedron & Glenloch Pools
For City Council Meeting May 21, 2009

Recommendation:

That Council considers and approves a request from staff to increase fees for use of pools at Kedron Aquatic Center and Glenloch.

Discussion:

During the process of developing a response to the Request for Information on management of the Kedron pools, the staff identified the need to raise fees for the various categories of users. The attached summary outlines the fee increases in each area. If approved, these changes would go into effect September 1st, because the current fees have already been advertised in the Recreation Program catalog.

Budget Impact: Implementation of this recommendation can result in a net revenue gain of approximately \$98,000 per year.

Pool Revenue Increase

Daily Pool Admission

Kedron staff recommends that we raise daily pool admission \$1 per age category. Kedron averages 15,000 visits a year by individuals who pay each time. The average revenue accumulated each year is \$45,000. **With an increase of \$1 at both facilities, we would see an increase of approximately \$15,000 in revenue.** Table below reflects existing prices and proposed new prices.

Age	Existing Price	Proposed New Price
0-2	Free	Free
3-11	\$3	\$4
12-64	\$4	\$5
65 & older	\$2	\$3

Pool Pass Admission

Kedron staff recommends that we go from selling pool passes twice a year to four times a year. There is a small reduction in price per pass but it would now be sold 4 times instead of 2 times a year. This builds in additional revenue but also gives people who don't swim all year more options, in that they can purchase passes only for months they intend to swim. Each increase in packages up to a family of 3 shows a per-pass discount of \$5. Kedron proposes to make all pool passes \$45 a pass after the Family of 3 package. (Example a family of four pays $\$45 \times 4 = \180) Kedron averages around 720 pool passes sold each year with an existing revenue of \$32,845. With the increase proposed **Kedron estimates an increase in revenue of \$28,000.** Table below reflects existing prices and proposed new prices.

Packages	Fayette County Price	
	Existing (2x/yr)	Proposed New (4x/year)
Individual	\$65	\$60
Family of 2	\$120	\$110
Family of 3	\$165	\$150
Family of 4	\$200	\$180
Family of 5	\$225	\$225

Out of County will continue to pay double what Fayette County pays

(Note: people buying pool passes during the June – August quarter may also use it to access Glenloch summer pool.)

Swim Teams

Kedron recommends that we increase the fees for swim teams. For many years the swim teams have been paying a fixed fee of either \$5 dollars for SCAT & Masters and \$3 for High School and \$0 for Pirates (formerly Pacers) the summer city swim team. Staff developed a formula to determine a price for each team based on annual operating costs

and actual time teams use the pools. Staff calculated an expense for the portion of the pool and time used by each team and divided by 12 to formulate a monthly expense. We then calculated the percentage of time the team uses of the total facility hours to come up with a monthly cost for each team. We then calculated the average number of swimmers each team has and divided monthly cost by the number of swimmers to determine a per person cost for a month. **Staff anticipates a revenue increase of approximately \$55,000.** The table below reflects existing prices and proposed new prices.

Team	Old Fee	New Fee
SCAT – 125	\$5 a swimmer	\$32 a swimmer
Pirates (Summer) – 150	\$0 a swimmer	\$0 a swimmer*
Masters – 15	\$5 a swimmer	\$18 a swimmer
High Schools – 150	\$3 a swimmer	\$32 a swimmer

* Pirates is the City's summer swim team that is run by SCAT. Previously they have not been charged. However, staff proposes a fee based on the system used for other youth sports teams who charge an additional \$5 per in county registration per season and \$10 for out of county.

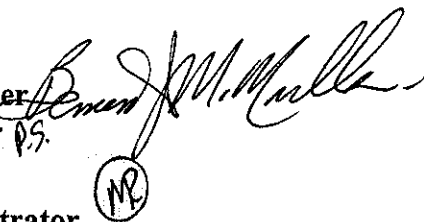
Team	Old Fee	New Fee	
		Fayette	Out of County
Pirates (Summer) – 150	\$0 a swimmer	\$5 a swimmer	\$10 a swimmer

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Bernard McMullen, City Manager
Paul Salvatore, Finance Director *PS.*

FROM: Matt Robinson, System Administrator 

DATE: May 12, 2009

SUBJECT: Consider CAR 9-8 Cell Phone Usage Policy
May 21, 2009, City Council Regular Meeting

RECOMMENDATION

Staff recommends that the Mayor and Council approve the attached CAR establishing a cell phone policy for employees and elected officials.

BACKGROUND

In the course of preparing for the upcoming FY2010 budget, staff had several internal discussions regarding overall cellular usage, costs and feature sets. Some employees expressed a concern with having to carry multiple cell phones when they are on call. Concurrently, concerns were discussed regarding the use of City cellular equipment for personal use and the liabilities and tax ramifications to the City. The City reviewed neighboring jurisdictions' policies and evaluated them based on City operations and the feedback from staff. The results of these discussions are incorporated in the policy as presented in this memo.

Highlights of the policy include:

- Employees designated as "on call" have the option of acquiring their own cell phone and plan and being reimbursed at a particular rate (explained below). If they do not wish to use their own phone, a phone will be provided to them by the City.
- Phones provided by the City shall only be used for official City business, and any emergency personal incoming calls will be reimbursed to the City by the affected employee.
- The City will purchase and pay for a cell phone and service for each of the Council members only upon request, and the phone shall only be used for official City business.
- Violations of the policy will subject employees to disciplinary action

The City Attorney has reviewed the proposed policy and has no legal issues with the policy.

BUDGET IMPACT

The requested amounts for reimbursement and for monthly service referenced in the policy will be presented as a part of the FY2010 budget process. At the present time, a tiered structure for reimbursement for "on call" employees has been proposed as follows:

Tier 1 - \$15 per month

Tier 2 - \$25 per month

Tier 3 - \$30 per month

Tier 4 - \$40 per month

Tier 5 (Directors and Chiefs) - \$50 per month.

Data, if required, is reimbursed at two rates - \$10 per month or \$25 per month.

The reimbursements are recommended by the division director based on department needs and are subsequently approved by the City Manager and submitted during the budget process. All reimbursement amounts will be treated as taxable income to the employee.

For FY2010, the proposed total reimbursement is \$16,560 across all departments (31 employees out of 87 total who will utilize cell phones for City business). The overall expense to the City for cellular service (reimbursements and city-purchased services) is estimated in FY2010 to be \$41,748, an increase of \$936 from the FY2009 estimated expenses.

Attachment: Proposed CAR 9-8 Cell Phone Usage Policy

OPR: Finance**05/09**

Purpose	Section	I	Violation of Policy	Section	IV
Policy		II			
Procedure		III			

I. Purpose

The purpose of this CAR is to establish guidelines for providing cell phone service to specified City employees or City officials.

II. Policy

Specified employees or officials may be required to have a cell phone to assist them with carrying out their job duties. Some employees may be required to carry a cell phone at all times, while others may only need access to one during their assigned work hours or while in temporary "on call" status. Depending on the evolution of technology and market competition, the types of cell phone devices and levels of service plans will vary over time. The City has established this policy with consideration of both the need for specified employees or officials to have a cell phone and the ever-changing cell phone technology, in the City's best interests.

III. Procedure**A. Assignment**

All cell phone needs will be subject to the review, discretion, and approval of the City Manager.

B. On Call Employees

Employees required by the City to be "on call" primarily at all times may choose from the following two options:

1. The employee will acquire his/her own cell phone and service plan in his/her name and shall provide the City with the cell phone number. The employee will be reimbursed at a flat monthly rate as determined periodically by the City Manager. Such amount will be subject to applicable federal and state income taxes. Maintenance of the phone and payment for the monthly service are the responsibility of the employee. For those who chose to use their own personal equipment, electronically connecting the equipment to the city's computer network is prohibited, unless it is done under the direct supervision of the city's Information Technology staff, and such connection is required for official city business purposes.
2. The City will purchase a phone and pay for a monthly plan to be determined periodically by the City Council. The City will own the phone and the number. The bill will come to the City to be reviewed and paid monthly. The employee may only use the phone for official City business and the City will be responsible for maintenance of the phone and payment for the

monthly service. If any calls of a personal nature appear on a city telephone invoice, the employee or official will be responsible for identifying the charge on the invoice and promptly reimbursing the city for the personal charges. This should only happen in the case of incoming personal calls that are inadvertently answered by the employee or official, as outgoing calls of this nature are not permitted.

C. Mayor and City Council

The City will purchase a phone and pay for a monthly plan for the Mayor and City Council upon request if desired by each member. The official may only use the phone for official City business and the City will be responsible for maintenance of the phone and payment for the monthly service. If any calls of a personal nature appear on a city telephone invoice, the official will be responsible for identifying the charge on the invoice and promptly reimbursing the city for the personal charges.

D. Department Shared Phones

Phones for use by specified employees only during their assigned work hours will be provided by the City. The City will own the phone and the number and the monthly bill for service will come to the City to be reviewed and paid. These phones are to be used only for City business and will remain at the workplace when not in use. Department heads may assign phones to employees who are traveling on City business. The City will be responsible for maintenance and upgrade of the phones.

In Departments where employees share the responsibility of being "on call" for specified periods, a cell phone owned by the City can be assigned by the Department Head to the "on call" employee(s) as needed. The City will own the phone and the number. The phone(s) are to be used only for City business.

IV. VIOLATION OF POLICY

Employees and officials who violate this policy will be subject to disciplinary action under the City's disciplinary policy.

APPROVED:

Systems Administrator
Director/Finance
City Manager
Mayor & Council

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *James M. Mullis*
Financial Services Director *Q.S.*
Assistant Financial Services Director *J*
Purchasing Agent *and*
Developmental Services Director *DAB for DER*

FROM: City Engineer *Carol A. Brinkley*

DATE: May 14, 2009

SUBJECT: Formal Acceptance of Multi-Use Path Easement in Twiggs Corner
May 21, 2009 City Council Meeting

Recommendation:

Staff recommends that Council approve funding for a multi-use path easement in Twiggs Corner and accept the easement once it is signed by the Homeowners Association.

Discussion:

Once the path along State Route 74 was demolished by the highway construction, Twiggs Corner agreed to allow the residents from Peachtree Villas to have access to their parking lot and the path system. Access was needed to the path system by the Peachtree Villas as this was the only form of transportation for some of their residents.

The City has been working with Twiggs Corner to formalize a path easement between the two communities and we have reached an agreement. Staff has offered to pay Twiggs Corner \$1,600 (fair market value from an independent appraisal) in exchange for a permanent path easement. If Council approves funding it would be contingent upon receiving the signed easement document. Once signed Public Works can pave the path.

Staff feels that the Twiggs Homeowners Association should be commended for their willingness to help their neighbor.

Budget Impact:

Funds are available in Engineering Department Professional Services line item 100-1575-52-1200.

Attachments
Easement Agreement

cc: File

After recording, return to:

Theodore P. Meeker, III
Sumner Meeker, LLC
14 East Broad Street
Newnan, GA 30263

**STATE OF GEORGIA
COUNTY OF FAYETTE**

DEED OF EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____ in the year 2008, between the Twiggs Corner Condominium Association, as party of the first part, hereinafter referred to as "GRANTOR", and The City of Peachtree City, a political subdivision of the State of Georgia as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for the amount of \$1600, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

20' CART PATH EASEMENT: A perpetual non-exclusive easement over certain property described below being a permanent easement approximately 0.105 acres as described within the plat titled *Plat for 20' Cart Path Easement*, dated 8/04/08 (Exhibit "A"). Such exhibit is, by this reference, incorporated herein and made a part hereof. That certain property, upon which this easement crosses, is more fully described in the Legal Description (Exhibit "B") attached hereto and is, by this reference, incorporated herein and made a part hereof. The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a cart path together with all necessary gravel and asphalt on the subject property, and any required pipes, conduits and apparatus, under the subject property. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's easements, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property. To the extent permitted by Georgia law, Grantee shall indemnify Grantor for any and all claims that arise from the Grantee's use of the easement rights conveyed herein.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor and Grantee herein and shall inure to the benefit of the successors in interest of the Grantor and Grantee herein.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNER: Twiggs Corner Condominiums

By:

President

Signature

Signed sealed and delivered,
In the presence of

Witness

NOTARY:

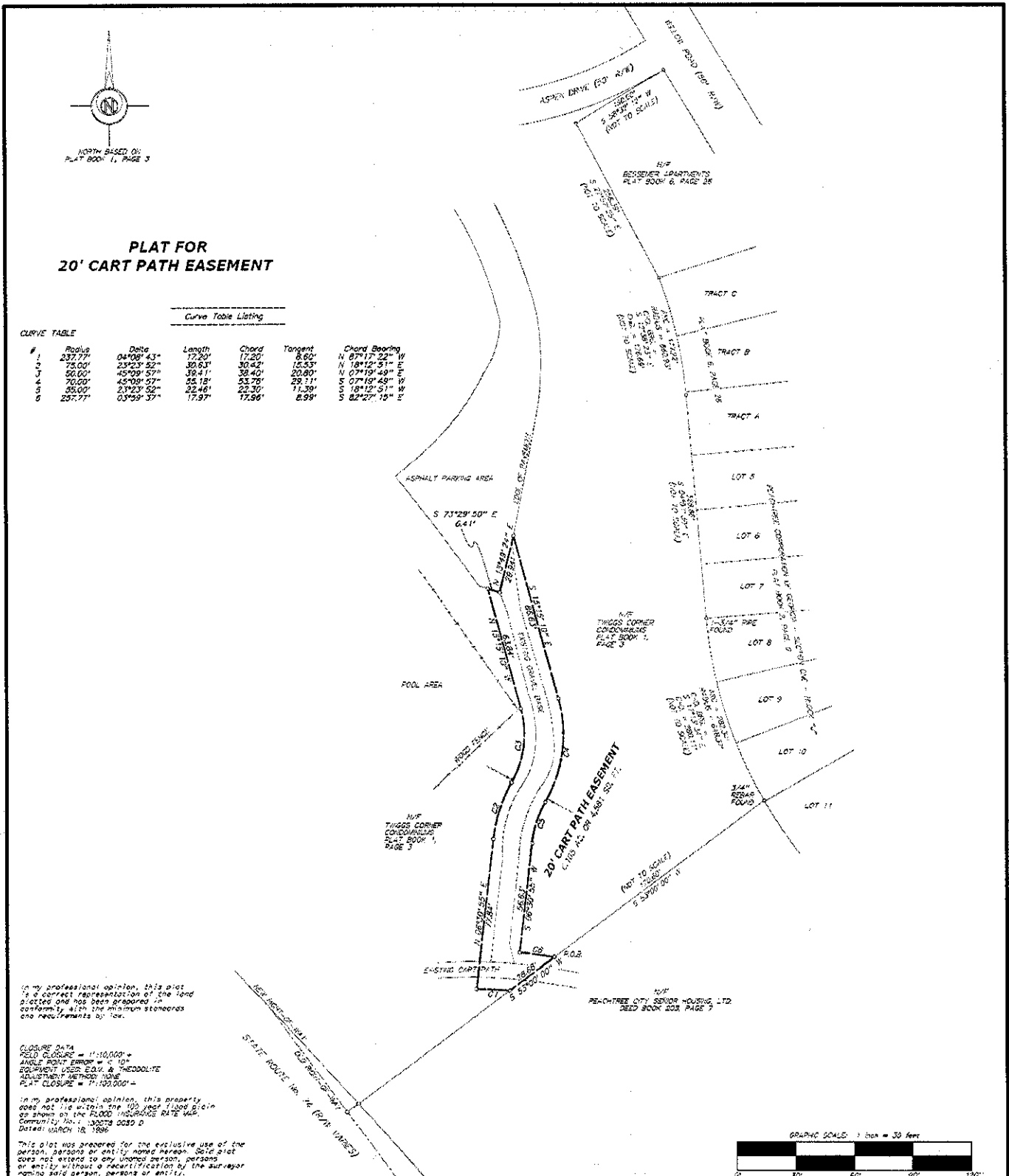
Printed name

Signature

My Commission expires:

SEAL

EXHIBIT "A"



W.D. Gray and Associates, Inc.

land surveyors - planners

160 GREENCASTLE ROAD SUITE B TYRONE
 GEORGIA 30290
 PH. 770-486-7552 FAX. 770-486-0495

PREPARED FOR:

CITY OF PEACHTREE CITY

LAND LOT: 128	DATE OF SURVEY: 07/30/08
7th DISTRICT	DATE OF DRAWING: 08/04/08
CITY OF PEACHTREE CITY	REF:
FAVETTE COUNTY, GA.	
SCALE: 1" = 30'	JOB NO. 0807023

EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lot 128 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

To arrive at the **POINT OF BEGINNING, COMMENCE** at the intersection of the southeasterly right-of-way of Aspen Drive (50' right-of-way) and the southwesterly right-of-way of Willow Road (80' right-of-way); THENCE leaving said rights-of-way and running along the southeasterly property line of Twiggs Corner Condominiums South 58 degrees 32 minutes 12 seconds West a distance of 150.00 feet to a point; THENCE running along the northeasterly property line of Twiggs Corner Condominiums the following courses and distances: South 27 degrees 57 minutes 25 seconds East a distance of 256.39 feet to a point on a curve; THENCE along a curve to the right having a radius of 660.93 feet, a delta of 15 degrees 21 minutes 47 seconds, an arc length of 177.22 feet, and a chord which bears South 12 degrees 38 minutes 23 seconds East having a chord distance of 176.69 feet to a point of tangency; THENCE South 04 degrees 57 minutes 30 seconds East a distance of 328.86 feet to a 1 and 3/4" pipe and a point on a curve; THENCE along a curve to the left having a radius of 648.37 feet, a delta of 24 degrees 57 minutes 00 seconds, an arc length of 282.34 feet, and a chord which bears South 17 degrees 13 minutes 34 seconds East having a chord distance of 280.11 feet to a 3/4" rebar; THENCE running along the southeasterly property line of Twiggs Corner Condominiums South 53 degrees 00 minutes 00 seconds West a distance of 170.60 feet to the **POINT OF BEGINNING**; THENCE continuing along the southeasterly property line of Twiggs Corner Condominiums South 53 degrees 00 minutes 00 seconds West a distance of 28.68 feet to a point on a curve; THENCE leaving said property line along a curve to the left having a radius of 237.77 feet, a delta of 04 degrees 08 minutes 43 seconds, an arc length of 17.20 feet, and a chord which bears North 87 degrees 17 minutes 22 seconds West having a chord distance of 17.20 feet to a point on a line; THENCE North 06 degrees 30 minutes 55 seconds East a distance of 77.84 feet to a point of curve; THENCE along a curve to the right having a radius of 75.00 feet, a delta of 23 degrees 23 minutes 52 seconds, an arc length of 30.63 feet, and a chord which bears North 18 degrees 12 minutes 51 seconds East having a chord distance of 30.42 feet to a point of reverse curve; THENCE along a curve to the left having a radius of 50.00 feet, a delta of 45 degrees 09 minutes 57 seconds, an arc length of 39.41 feet, and a chord which bears North 07 degrees 19 minutes 49 seconds East having a chord distance of 38.40 feet to a point of tangency; THENCE North 15 degrees 15 minutes 10 seconds West a distance of 63.84 feet to a point; THENCE South 73 degrees 29 minutes 50 seconds East a distance of 6.41 feet to a point; THENCE North 13 degrees 49 minutes 24 seconds East a distance of 29.94 feet to a point; THENCE South 15 degrees 15 minutes 10 seconds East a distance of 86.63 feet to a point of curve; THENCE along a curve to the right having a radius of 70.00 feet, a delta of 45 degrees 09 minutes 57 seconds, an arc length of 55.18 feet, and a chord which bears South 07 degrees 19 minutes 49 seconds West having a chord distance of 53.76 feet to a point of reverse curve; THENCE along a curve to the left having a radius of 55.00 feet, a delta of 23 degrees 23 minutes 52 seconds, an arc length of 22.46 feet, and a chord which bears South 18 degrees 12 minutes 51 seconds West having a chord distance of 22.30 feet to a point of tangency; THENCE South 06 degrees 30 minutes 55 seconds West a distance of 56.63 feet to a point on a curve; THENCE along a curve to the right having a radius of 257.77 feet, a delta of 03 degrees 59 minutes 37 seconds, an arc length of 17.97 feet, and a chord which bears South 82 degrees 27 minutes 15 seconds East having a chord distance of 17.96 feet to a point which is the **POINT OF BEGINNING**, and containing 4,581 square feet or 0.105 acre(s) of land, more or less, and being the same as on a plat prepared for The City of Peachtree City by W.D. Gray and Associates, Inc., Dated August 4, 2008; Job No. 0807023.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Bernard M. Muller*
Financial Services Director *P.E.*
Assistant Financial Services Director *gc*
Purchasing Agent *and*
Developmental Services Director *David*

FROM: City Engineer *David A. Borkowski*

DATE: May 14, 2009

SUBJECT: Local Government Agreement for Multi-Use Path Tunnels under SR 74 Widening (Phase 2)
May 21, 2009 City Council Meeting

Recommendation:

Staff recommends that Council authorize the Mayor to sign the attached Local Government Agreement (LGA) with the Georgia Department of Transportation (DOT) for construction funding for two new multi-use path tunnels.

Discussion:

The City has been working with the DOT for several years to incorporate two new multi-use path tunnels into the second phase of the State Route (SR) 74 widening project. The design has been completed, right-of-way procured, and lighting agreements signed by both the City and the DOT. The last piece that is needed in order to construct the tunnels is for the City to enter into an agreement with the DOT on cost sharing for the construction.

Attached is the LGA between the City of Peachtree City and the DOT. In the agreement the City agrees to pay 20% of the cost of construction for the two tunnels. The DOT will pay for 80% and cover the utility and right-of-way costs. The engineering and lighting design for the tunnels have been completed.

Staff has reviewed the agreement and has found it acceptable. Should Council agree to enter into the agreement 3 originals must be signed and sent to the DOT.

Budget Impact:

Funds are budgeted in the City's 2008 PIP in the amount of \$118,000 for the City's share of the cost.

Attachments

Local Government Agreement

cc: File

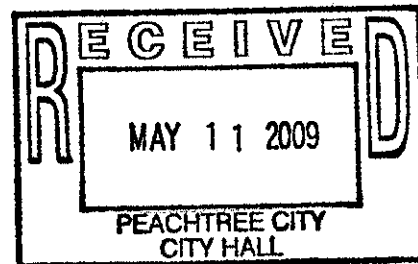
Gerald M. Ross, P.E., Commissioner/Chief Engineer



DEPARTMENT OF TRANSPORTATION

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

May 8, 2009



The Honorable Harold Logsdon, Mayor
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Dear Mayor Logsdon:

Enclosed is the Project Framework Agreement (PFA) detailing Preliminary Engineering, Right of Way and Construction commitments on Project STP-209-1(2), Fayette County PID 322355. This project is the widening of State Route 74 and also includes tunnel activities that are partially funded by Peachtree City. The department is funding the construction of State Route 74 using stimulus funds. Peachtree City is participating in preliminary engineering funding for the tunnel activities. Construction on this project is currently in FY 2009.

Please review the attached agreement and if satisfactory, please execute the (3) originals, and return it to this office. Once all parties have signed the agreement, I will then send you a copy of the agreement for your file. Additional agreements for the construction phase will be sent at the appropriate time.

Should you have any questions about items contained in this agreement please contact Tom Queen at (706) 646-6982.

Sincerely,

A handwritten signature in cursive script, reading "Thomas B. Howell".

Thomas B. Howell, P.E.
District Engineer

TBH:TCQ

Enclosures (3)

cc: Bob Rogers, w/attachment; David Millen; Vinesha Pegram

Received

MAY 11 2009

Office of City Engineer
Peachtree City, GA

**AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
CITY OF PEACHTREE CITY
FOR
TRANSPORTATION FACILITY IMPROVEMENTS**

This Framework Agreement is made and entered into this ____ day of _____, 20__, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **City of Peachtree City**, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design), hereinafter referred to as "PE", all reimburseable utility/railroad relocations, all non-reimburseable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment A, attached hereto and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the PE activities, right of way acquisitions or construction as specified in Attachment A.

3. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment "A" of this Agreement only applies to the PE. The Right of Way and Construction funding estimate levels as specified in Attachment "A" are provided herein for planning purposes and do not constitute a funding commitment for right of way and construction. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to Right of Way or Construction when appropriate.

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancelation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the DEPARTMENT.

4. The LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and operations of any and all sidewalks and the grass strip between the curb and the sidewalk within the PROJECT limits.

5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program, hereinafter referred to as "TIP/STIP". Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment B and

incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for construction or right of way, as applicable.

6. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.

7. The DEPARTMENT shall accomplish all of the PE activities for the PROJECT.

8. The LOCAL GOVERNMENT, unless shown otherwise on Attachment A, shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a

written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 3 months prior to advertising the PROJECT for bids.

9. The LOCAL GOVERNMENT unless otherwise noted in attachment "A" shall be responsible for funding all LOCAL GOVERNMENT owned utility relocations and all other reimbursable utility/railroad costs. The costs include but are not limited to PE, easement acquisition, and construction activities necessary for the utility/railroad to accommodate the PROJECT. The terms for any such reimbursable relocations shall be laid out in an agreement that is supported by plans, specifications, and itemized costs of the work agreed upon and shall be executed

prior to certification by the DEPARTMENT. The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' existing and proposed facilities are shown on the plans with no conflicts 3 months prior to advertising the PROJECT for bids and that any required agreements for reimbursable utility/railroad costs have been fully executed. Further, this certification letter shall state that the LOCAL GOVERNMENT understands that it is responsible for the costs of any additional reimbursable utility/railroad conflicts that arise on construction.

10. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A" on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.

11. The DEPARTMENT, unless otherwise shown in Attachment "A", shall be responsible for Letting the PROJECT to construction, solely responsible for executing any agreements with all applicable utility/railroad companies, and securing and awarding the construction contract for the PROJECT when the certification (that all needed rights of way have been obtained and cleared of obstructions) has been submitted by the LOCAL GOVERNMENT. If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A", the LOCAL GOVERNMENT shall follow

the requirements stated in Chapter 10 of the DEPARTMENT's Local Administered Project Manual.

12. The LOCAL GOVERNMENT agrees that all reports, studies, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if required. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

This Agreement is made and entered into in ^{Fayette}~~FULTON~~ COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

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, the DEPARTMENT and the LOCAL
GOVERNMENT have caused these presents to be executed under seal by their duly
authorized representatives.

DEPARTMENT OF
TRANSPORTATION

City of Peachtree City

BY: _____
Commissioner

BY: _____
Name
Title

ATTEST:

Signed, sealed and delivered this
____ day of _____,
20____, in the presence of:

Treasurer

Witness

Notary Public

This Agreement approved by Local
Government, the _____ day of
_____, 20____.

Attest

Name and Title

FEIN: _____

ATTACHMENT "A"

Project Number: STP00- 0209-01 (002) Fayette County

Project	Preliminary Engineering		Right of Way			Construction		Utility Relocation	
(PI#, Project #, Description)	Funding	PE Activity by	*Funding of Real Property	Acq. by	Acq. Fund by	*Funding	Letting by	Utility Funding by	Railroad Funding by
STP-209-1 (2), Fayette County – PID 322355 – SR 74 Widening – including 2 Pedestrian Bridges - Sports Tunnel and Rockaway Tunnel	<u>SR 74 Widening</u> 80% Federal \$1,228,454.86 20% State \$307,113.17 <u>Tunnel Activities</u> 100% City of Peachtree City	GDOT City of Peachtree City	80% Federal \$9,600,000 20% State \$2,400,000	GDOT	GDOT	<u>SR 74 Widening</u> 100% Federal \$40,827,780 0% State \$ 0.00 <u>Tunnel Activities</u> 80% Federal \$406,781.52 20% City of Peachtree City \$101,695.38 Greater than 100% of Tunnel Peachtree City Approved STIP AMOUNT \$39,994,560.00	GDOT	100% GDOT	100% Local Gov.

Note: Maximum allowable GDOT participating amounts for PE category shall be shown above. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated. *R/W and Construction amounts shown are estimates for budget planning purposes only.

ATTACHMENT "B"

STP00- 0209-01(002), Fayette County

Proposed Project Schedule

Deadlines for Responsible Parties	Execute Agreement	Complete (Approve Concept)	Complete (Approve Env. Document)	Underway (Authorize Right of Way funds)	June/2009 (Authorize Const. funds)
Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

SUMNER MEEKER, L.L.C.

ATTORNEYS AT LAW
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

(770) 251-1750
FAX (770) 251-1770

THEODORE P. MEEKER, III
E-MAIL: tmeecker@numail.org

TO: City Council
City of Peachtree City

FROM: Theodore P. Meeker, III
City Attorney

DATE: May 15, 2009

RE: Amendment to Animal Control Agreement with Fayette County

Attached is a proposed Amendment to the existing Animal Control Agreement between the City and Fayette County.

The County provides Animal Control for the City pursuant to an agreement between the parties. The procedure used by the County has been to prosecute all cases in the State Court of Fayette County. Recently, an issue arose under which the State Court's jurisdiction to hear those cases was challenged. So as to avoid any such issues, the County, along with Judge Sams and the State Court Solicitor, prepared the attached agreement.

The agreement continues the relationship between the City and Fayette County regarding animal control, and further designates the State Court as the Municipal Court of Peachtree City and the State Court Solicitor as the Municipal Court Solicitor only for such cases.

There are no budget impacts associated with the proposed Amendment to Animal Control Agreement with Fayette County.

TPM/jb

STATE OF GEORGIA

COUNTY OF FAYETTE

FIRST AMENDED AND RESTATED ANIMAL CONTROL AGREEMENT

THIS FIRST AMENDED AND RESTATED ANIMAL CONTROL AGREEMENT (the "Agreement") made and entered into this ____ day of ____, 2009, by and between the Fayette County, Georgia, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, sometimes hereinafter referred to as "County" and Peachtree City, Georgia, a municipal corporation of the State of Georgia acting by and through its duly elected Mayor and Council, sometimes hereafter referred to as "City".

WITNESSETH:

WHEREAS, the County has determined that it is in the best interest of the health, safety and general welfare of its citizens to control the activities of certain animals; and

WHEREAS, the County has created the Animal Control Department in its County government for the purpose of controlling and preventing certain activities of said animals on or about the streets and highways of the unincorporated portions of Fayette County; and

WHEREAS, the City has determined that it is also in the best interests of its citizens' health, safety, and general welfare to control the activities of certain animals within the corporate limits of the City; and

WHEREAS, the City has enacted as law an Animal Control Ordinance, as set forth in Chapter 14 of the Peachtree City Code of Ordinances, for the purpose of controlling and

preventing the activities of certain animals on or about the streets and highways of the City, said Ordinance being the same or substantially the same as the Ordinance enacted by the County; and

WHEREAS, the County and the City have determined that the citizens of both can best be served by the joint effort on the part of the County and the City to control the activities of said animals;

WHEREAS, the County and the City previously entered into an Animal Control Agreement on _____, 2005;

WHEREAS, the County and the City desire to amend and restate the Animal Control Agreement to appoint the State Court of Fayette County Judge and Solicitor to sit as a municipal court judge and solicitor.

NOW, THEREFORE, for and in consideration of the mutual benefits exchanged under this Agreement, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

RELATIONSHIPS

The County is hereby designated as the agent of the City for purposes of enforcing the Peachtree City Animal Control Ordinance as set forth in Chapter 14 of the Peachtree City Code of Ordinances and as may hereafter be amended, pertaining to animal welfare, animal control, and investigation of the matters surrounding said subjects, hereinafter referred to as "Animal Control Ordinance" within the incorporated boundaries of City.

SERVICES AND CONSIDERATION

- I. In accordance with this Agreement, County shall hereafter;
 - a) Employ, train, and supervise all personnel necessary for performance of this Agreement.

- b) Maintain an animal shelter and animal control office which shall open to the public during reasonable hours of the week.
- c) Be available at all times to render service for public safety emergencies within the City regarding stray animals that are ill, injured or aggressive in accordance with County policies regarding such public safety emergencies.
- d) Provide all services necessary to enforce the Peachtree City Animal Control Ordinance which is the same or substantially the same as the ordinance currently in place in the County. These services shall include, but not be limited to, the following:
 - i) Provision of patrol and enforcement services within the corporate limits of City including animal control and cruelty investigation services.
 - ii) Making staff available, at all times to respond to calls regarding public safety emergencies in accordance with County policies.
 - iii) Provision of services relating to rabies control. Said services shall include investigation of reported animal bites, maintenance of a log of such bites, quarantine of animals that are rabid or suspected to be rapid, preparation of delivery of animals that are rabid or suspected to be rapid to the proper testing facility, and enforcement of vaccination rules and private quarantine specifications.
 - iv) Issuance of citations to appear in a Court of appropriate jurisdiction for violations of the Animal Control Ordinance.

- e) Make its animal control employees available by appointment for public speaking and education in the area of animal control and welfare at City schools and at other City events, and encourage employee participation in these activities.
- f) Be actively involved in educating the public as to animal welfare and control as well as public safety. Such activities may include, but are not limited to, distribution of literature, public speaking, and provision of information to individuals whom make requests concerning animal control and welfare.
- g) Maintain a current list of local shelters and trappers who are capable of assisting citizens with issues involving wild, feral and nuisance animals for utilization and/or when a matter is outside the scope of County services. Said list will be made available for citizen use.
- h) Hold City, its employees, agents, and officials harmless from any suit or claim which arises from or is related to County performance of this Agreement.
- i) Agree that all citations issued as a result of this Agreement shall commence, proceed and for all purposes be adjudicated in a court styled as the Municipal Court of Peachtree City.

II. In accordance with this Agreement, City shall hereafter;

- a) Allow County entry into the incorporate limits of the City for the purpose of the County's provision of service under this Agreement.
- b) Amend its Animal Control Ordinances from time to time to remain the same or substantially the same as the County's Animal Control Ordinances at the request of the County.

- c) Encourage cooperation between citizens of the City and County employees, officials, and similar with regard to this Agreement and services rendered hereunder.
- d) Cooperate with County efforts to render all services under this Agreement.
- e) Hold County, its employees, agents and officials harmless from any suit or claim which arises from or is related to City performance of this Agreement.
- f) Appoint the Solicitor for the State of Fayette County to prosecute all violators cited under the Agreement. City further agrees that any and all such prosecutions shall commence, proceed and for all purposes be adjudicated only in the Municipal Court of Peachtree City.
- g) Appoint the Judge for the State Court of Fayette County to sit as municipal court Judge in the prosecutions of all violators cited under the Peachtree City Animal Control Ordinance pursuant to this Agreement.

TERMINATION

- I. This Agreement may be terminated at will by either party upon ninety (90) days written notice to the other party.
- II. This Agreement may be terminated by a non-breaching party for material breach of the provisions hereof upon thirty (30) days written notice by the non-breaching party to the breaching party.

TERM

- a. The County and the City further agrees that the County may begin providing the services described herein immediately upon the execution of this Agreement and

this Agreement shall terminate each year on the anniversary of the date of execution hereof. Thereafter, the Agreement shall automatically renew each year upon the annual anniversary of the execution of this Agreement unless either party gives the other written notice at least sixty (60) days prior to the termination date during the term of office for the current State Court Judge.

- b. This Agreement shall terminate absolutely and with no further obligation on the part of any party upon the expiration of the current State Court Judge's current term of office. The Agreement shall automatically renew upon the re-election of the current State Court Judge unless the current State Court Judge notifies the other parties prior to December 31 of the year of his re-election that he wishes to terminate this Agreement.

APPOINTMENT OF MUNICIPAL COURT JUDGE AND STAFF

- I. The Judge of the State Court of Fayette County is hereby appointed to preside as a City Municipal Court Judge with respect to cases regarding the Peachtree City Animal Control Ordinance.
- II. The Judge of the State Court of Fayette County is authorized to conduct municipal court sessions regarding the City's animal control ordinances at the Fayette County Justice Center, or any other place the Judge(s) of the State Court of Fayette County determines is appropriate. The County shall furnish municipal court services referenced herein to the municipality through the officers, employees, and facilities of the State Court of Fayette County.
- III. City hereby appoints the Solicitor for the State of Fayette County to prosecute all violators cited under the Peachtree City Animal Control Ordinance pursuant to this

Agreement. City further agrees that any and all such prosecutions shall commence, proceed and for all purposes be adjudicated only in the Municipal Court of Peachtree City.

CITATIONS AND FINES

- I. County hereby agrees that all citations issued as a result of this Agreement shall commence, proceed and for all purposes be adjudicated in a court styled as the Municipal Court of Peachtree City.
- II. City hereby agrees that all fines and any other fee(s) collected which are related to any adjudication of any citation issued pursuant to the Agreement and heard before the State Court of Fayette County, Georgia, shall be remitted to the State Court of Fayette County. Said court shall thereafter remit these monies to the County of Fayette to defray the costs of animal control enforcement, animal control education, and adjudication of animal control citations and similar services rendered pursuant to the Agreement.

SEVERABILITY

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

VENUE

Any dispute which may arise under or as a result of this Agreement and/or the performance hereof shall be resolved in a court of competent jurisdiction in Fayette County, Georgia.

ENTIRE AGREEMENT

This Agreement and all addendum hereto attached shall constitute the entire Agreement between the parties. This Agreement supersedes and replaces any and all previous agreements between the County and the City regarding the provision of animal control services.

MODIFICATION

No modification or addition to this Agreement shall be binding upon any party hereto unless said modification or addition is evidenced in a writing executed by all parties hereto and approved by the Judge(s) of the State Court of Fayette County.

EFFECTIVE DATE

This Agreement shall become effective upon the approval of the County, City and the Judge of the State Court of Fayette County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first above written.

BOARD OF COMMISSIONERS
FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
Jack Smith, Chairman

Attest:

Deputy Clerk

PEACHTREE CITY

(SEAL)

By: _____
Harold Logsdon, Mayor

Attest:

City Clerk

STATE COURT OF FAYETTE COUNTY

(SEAL)

By: _____
W. Fletcher Sams, Judge

By: _____
Jamie Inagawa, Solicitor

Attest:

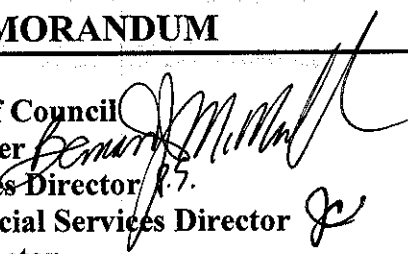
City Council of Peachtree City
REVISED AGENDA
May 21, 2009
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize McIntosh High School Boys Soccer Team (2nd in State)
 - Proclamation for Childhood Cancer Month – Optimist Club
 - Proclamation for EMS Week
 - Proclamation for Sandy Faulkner – 30 Years as a Paramedic
 - Proclamation for Wes Delay – 34 Years as a Paramedic
 - Recognize Citizens Police Academy Graduates
 - Recognize CERT Graduates
 - Recognize Teen CERT Graduates
 - Recognition of CERT Statewide Competition (1st Place)
 - Recognition of Police Department Color Guard
 - Recognize Employee of the Month – Keith Isaac
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - May 5, 2009, Workshop Minutes
 - May 7, 2009, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Consider Alcohol License – NEW – Cheers
 - 2. Consider Appointment to Library Commission – Keely Suiter
 - 3. Consider Surplus Sale of Various Vehicles
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 05-09-05 Consider Acceptance of Donation of Score/Storage Building for Riley Field – Youth Football Association
 - 05-09-06 Consider Donation of 2 Surplus Vehicles to Airport Authority
 - 05-09-07 Discuss Results of RFI for Outsourcing of Kedron Management/Consider Issuing RFP
 - 05-09-08 Consider Revision of Fee Schedule for Kedron Fieldhouse and Glenloch Pools
 - 05-09-09 Consider Employee Cell Phone Policy
 - 05-09-10 Consider Formal Acceptance of Multi-Use Path Easement in Twiggs Corner
 - 05-09-11 Consider Local Government Agreement for Multi-Use Path Tunnels under SR74 Widening (Phase 2)
 - 05-09-12 Consider Amendment to Animal Control Agreement with Fayette County
 - 05-09-13 Consider Acceptance of Fire Safety Education Bus
 - 05-09-14 Consider Easement for Signal Installation at SR 74/Wisdom Road
- X. Council/Staff Topics
- XI. Executive Session

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

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council
Bernard McMullen, City Manager 
Paul Salvatore, Financial Services Director 
Janet Camburn, Assistant Financial Services Director 
Tom Corbett, Public Works Director

FROM: Angela Egan, Purchasing Agent 

DATE: May 19, 2009

SUBJECT: Surplus Sale of Various Vehicles
Council Meeting: May 21, 2009

Recommendation. Staff recommends that the City Council approve the surplus of three vehicles for proper disposal through an online auction service or trade-in.

Discussion. The following vehicles are currently in use by either the Fire Department or the Police Department.

1995 Ford Crown Vic	VIN 2FALP71W7TX114433	mileage: 104,000
1999 Ford Crown Vic	VIN 2FAFP71W6XX159639	mileage: 108,888
1999 Ford Crown Vic	VIN 2FAFP71W5XX117186	mileage: 102,300

Budget Impact. There is no specific amount of revenue in the budget related to the sale or trade-in of these surplus vehicles.

CITY OF PEACHTREE CITY

Interoffice Memo

TO: City Council

FROM: Mr. Bernard McMullen, City Manager
Mr. Paul Salvatore, Director of Finance P.S.
Ed Eiswerth, Fire Chief *EE*
John Dailey, Fire Marshal *D*

DATE: May 18, 2009

SUBJECT: Fire Safety Education Bus

Recommendation:

To request acceptance of a donation of a used school bus from the Fayette County Board of Education to be converted into a mobile Fire Safety Classroom.

Discussion:

The Peachtree City Volunteer Firefighters Association has approved \$500.00 for the purchase of a bus from the Fayette County Board of Education. The bus has been inspected by the Peachtree City Fleet Manager who has forwarded a report to the city manager, (see attached). The bus is a 1991 model Blue Bird in overall good condition with no body damage. The purpose of the bus will be for fire safety education targeted at students in elementary school and during special functions including special programming as requested and open house. The bus will be modified and transformed into a living classroom to include fire escape drills using theatrical smoke, fire safety videos, cooking safety, and more. In the last few months we have had opportunity to use the bus recently modified by the Fairburn Fire department and has seen good results with approximately 400 children and adults passing through it. The anticipated plan for the renovations and modifications of the bus is to seek funding through available grants and corporate sponsorships. The sources that have been identified for grant request and those companies that have expressed interest and offered verbal commitments include and are not limited to:

- Clayton International
- Fayette/Coweta EMC Operation Round Up
- Fireman's Fund Insurance Corp
- Brant Chesney Grant - Ga. Firefighters Association.
- Georgia Firefighters Burn Foundation
- Members Insurance Company (Delta Federal Credit Union)
- State Farm Insurance

Budget Impact:

The anticipated cost for maintenance and fuel is expected to be under \$2000.00 annually and would be taken from appropriate budget lines presently used by Comm. 8, once it has been removed from service. Comm. 8 has seen a total cost in maintenance of \$921.50 in 2008 and \$1181.21 in budget year 2009.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Bernie McMullen

FROM: Richard McDowell

DATE: May 18, 2009

SUBJECT: Bus for Fire Department

On Thursday, October 23, 2008, I went out to the Fayette County Bus barn and looked at a Blue Bird bus. I reviewed all maintenance records on the bus and I did not find anything concerns relative to mechanical or structural issues. They are selling the bus for \$500.00 and the Peachtree City Fire Department would like to purchase it to use as an educational fire house to teach the people in the local community. I feel that this bus would be of some use to them. It is low in cost to purchase and the total yearly maintenance cost of the bus would be no more than \$2000.00 a year. I recommend that once the bus is purchased that be brought into the shop for a complete inspection and maintenance and then release it to the fire department.

As of this date the bus remains on site at the Fayette County Board of Education in a non-active condition.

Fleet Manager,

Richard McDowell