

City Council of Peachtree City
REVISED AGENDA
April 17, 2014
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Proclamation for Relay For Life
 - Proclamation for WW II Heritage Days
 - Recognize Will Harbin – 15 Years of Service
 - Recognize Stan Pye – Supervisor of the Quarter
 - Statement of Support for Peachtree City Fire Department
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - April 3, 2014, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider Amendment to Land Development Ordinance – Sign Post Materials
 - 2. Consider Employee Holiday & Council Meeting Calendar
 - 3. Consider Acceptance of GEMA Grant – Fire Department
 - 4. Consider Acceptance of GEMA Grant – Police Department
 - 5. Consider Agreement with KPTCB
- IX. Old Agenda Items
 - 04-14-03 Public Hearing – Consider Lifting Moratorium on Multi-Family Housing for
Proposed Assisted Living Facility, Lexington Circle Tract
Applicant desires to construct freestanding assisted living facility in Lexington Circle
- X. New Agenda Items
 - 04-14-06 Public Hearing – Consider Adoption of Transmittal Resolution Authorizing
Staff to Forward 2014 Partial Plan Update to ARC
*Annual updates to Short Term Work Program, Capital Improvements Element and Development
Impact Fee Report*
 - 04-14-07 Consider Revisions and Updates to City's Impact Fee Program
 - 04-14-08 Consider Use of Eminent Domain to Acquire Stormwater Easements at
110 Wynnmeade, 113 Wynnmeade, and 301 Glen View Drive
- XI. Council/Staff Topics
 - Hot Topics Update
- XII. Executive Session

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

**CITY OF PEACHTREE CITY
RECREATION REVENUE
AS OF MARCH 31, 2014
WITH COMPARISONS TO MARCH 31, 2011, 2012 & 2013**

<u>RECREATION REVENUE</u>	<u>ACTUAL THRU MARCH</u>			<u>ORIGINAL</u>	<u>BUDGET</u>	<u>CURRENT</u>	<u>ACTUAL</u>
	<u>FY 2011</u>	<u>FY 2012</u>	<u>FY 2013</u>	<u>BUDGET</u>	<u>ADJUSTMENTS</u>	<u>BUDGET</u>	<u>THRU</u>
				<u>FY 2014</u>		<u>FY 2014</u>	<u>MARCH</u>
							<u>FY 2014</u>
Program Fees - Recreation	\$ 62,415	\$ 59,807	\$ 67,229	\$ 189,113.00	\$ -	\$ 189,113	\$ 59,895
Program Fees - Kedron	67,001	64,945	56,011	172,122	-	172,122	54,501
Program Fees - Kedron Open Gym	-	-	8,252	15,638	-	15,638	8,046
Program Fees- Athletic Tournaments	6,570	-	3,380	3,380	-	3,380	2,060
Facility Maintenance Rec.- Athletic Assoc.	-	-	51,945	93,000	-	93,000	52,586
Facility Maintenance Ked- Athletic Assoc.	-	-	12,130	\$13,000	-	13,000	11,905
Events	-	-	-	-	-	-	5,694
Facility Rental - Recreation	3,116	1,965	2,736	10,000	-	10,000	2,471
Facility Rental - Kedron	4,163	6,807	10,484	19,630	-	19,630	9,556
	-	-	-	-	-	-	-
Program Fees - Pool Fees/Passes	60,623	16,580	23,515	76,066	-	76,066	29,131
Program Fees - Kedron Swim Teams	-	-	25,693	59,843	-	59,843	28,309
Program Fees - Kedron Swim Lessons	-	-	3,355	12,193	-	12,193	2,801
Program Fees - Rec Pool Revenue	-	275	245	24,053	-	24,053	173
	<u>\$ 203,888</u>	<u>\$ 150,379</u>	<u>\$ 264,975</u>	<u>\$ 688,038</u>	<u>\$ -</u>	<u>\$ 688,038</u>	<u>\$ 267,128</u>

Recreation Programming Notes- All youth athletic associations offering spring sports are in the middle of their seasons. The Campus continues utilizing City Facilities for their soccer and baseball seasons. Planning is ongoing with our new volunteer initiative in collaboration with the CVB and the Recreation Advisory Board. TCS is currently utilizing the Riley track for their Spring Track season. Lifeguard Training was held at Kedron on the 15th & 16th.

Special Events Notes- The "Trinity Trail Run" was held at Holy Trinity on the 1st. The "Run for Gold" was held at Oak Grove Elementary on the 8th. The "Red Bird Run" was held at Crabapple Elementary on the 15th with an estimated 475 participants. The "Walk with a Doc" event was held at Drake Field and surrounding paths on the 22nd.

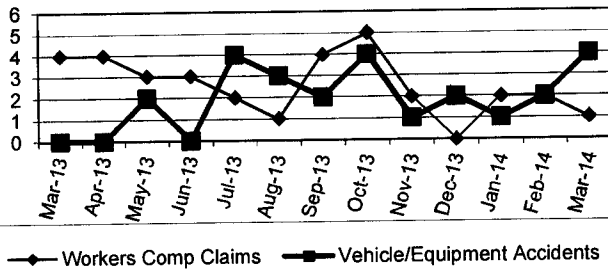
Tournaments Notes- "Battle of the Bullets" softball tournament was held at Meade Park on the 1st & 2nd, "PTB USSSA" baseball tournaments were held at BSC on the 1st & 2nd and again on the 8th & 9th, "Adidas Elite Cup" soccer tournament was held at BSC the 21st- 23rd, "Echo Hockey" tournament was held at the Kedron Rink on the 23rd.

Administrative Services

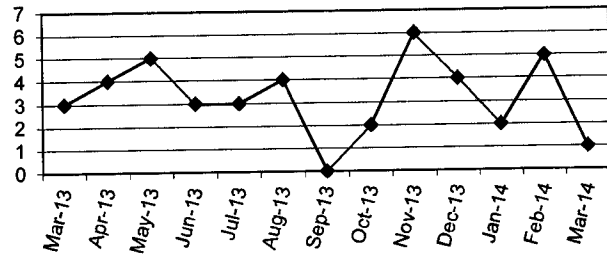
Monthly Report

Human Resources & Risk Management

Workers Comp Claims & Vehicle/Equipment Accidents



Employee Resignations/Terminations



Turnover Rate (Annual)

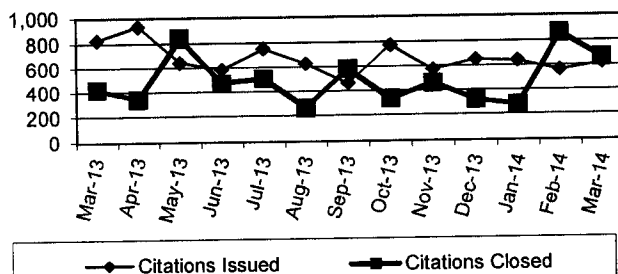
FY 2014 (YTD)
6.56%

FY 2013
12.67%

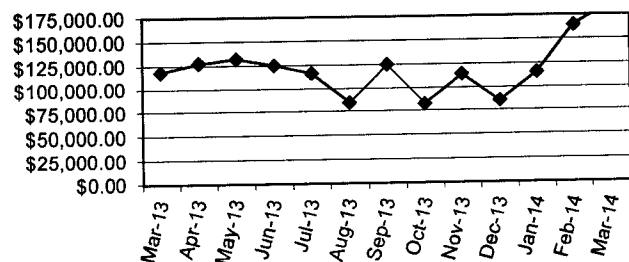
NOTES: FY 2014 figures include 3 retirements; data does not include RIFs or seasonal positions.

Municipal Court

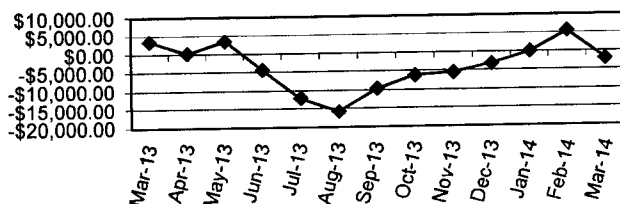
Citations Issued vs Closed



Fines Assessed*



Jail Fund Balance**
\$96,866.96
as of March 31, 2014

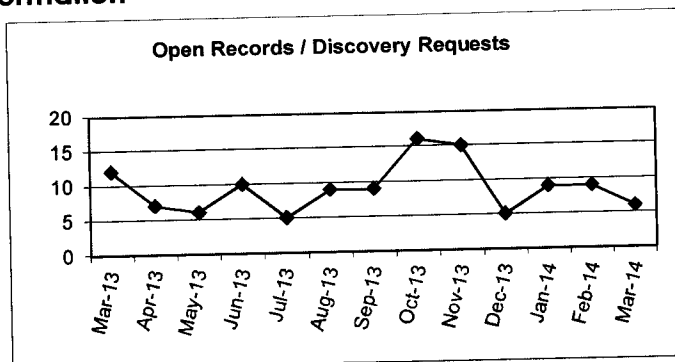
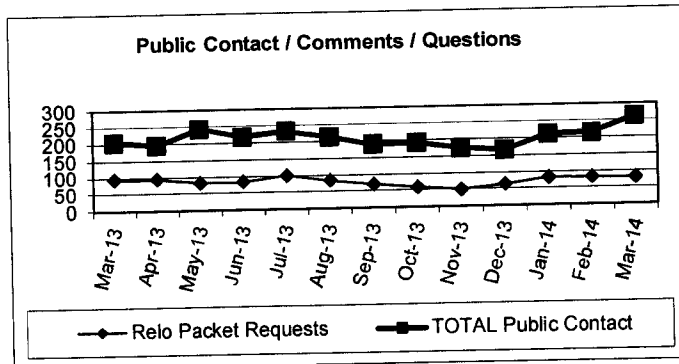


* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies. The monies reflected above are not the actual revenues received; for revenue received, please refer to Financial Services report "General Fund Revenues Received: Fines &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

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

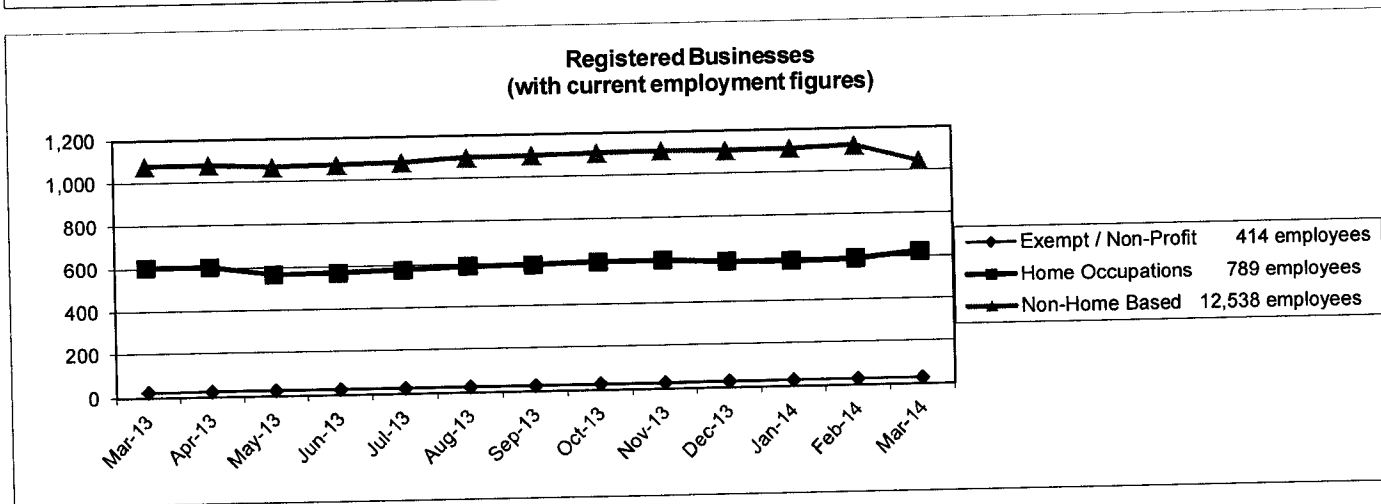
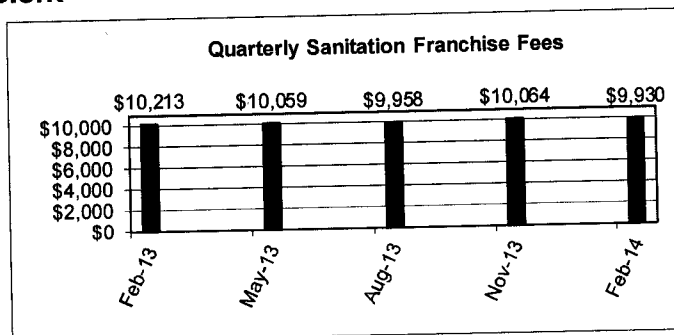
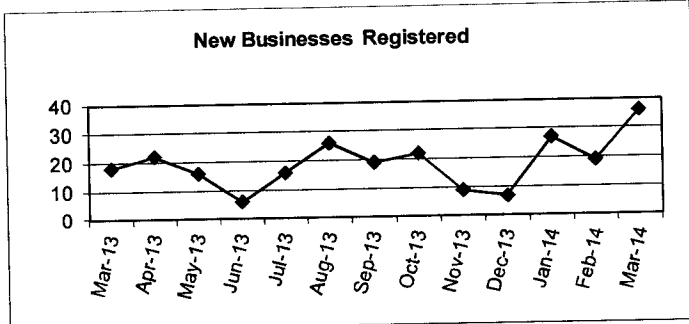
Administrative Services Monthly Report

Public Information



* Online Packet Request and other web forms inoperable January 28 - February 13, 2013.

City Clerk



Note: Exempt/Non-Profit is either Home Based or Non-Home Based. April - June finalizes the annual registration and elimination of closed businesses for previous year. New businesses are added as they register.

Top 10 Employers by # of employees:

Cooper Lighting, NCR, Hoshizaki, Panasonic, Alenco, Wal-Mart, Southland Nursing Home, Avery Dennison, Comcast, Kroger (Kedron)

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: James L. Pennington, City Manager 

FROM: Jonathan N. Rorie, Community Services Director 

DATE: April 15, 2014

SUBJECT: Multi-Use Path Maintenance Services
April 17, 2014 City Council Agenda

Recommendation

Staff recommends the agreement between the City of Peachtree City and Keep Peachtree City Beautiful (KPTCB) be modified to include the use of "equipment" to provide litter pickup and debris removal from the multi-use paths. The modifications have been reviewed by legal counsel and a copy of the modified agreement is attached for your approval.

Discussion:

At the March 20, 2014, meeting, City Council authorized funding to expand the scope of services provided by KPTCB. As part of the service expansion, the city provides an off-road utility vehicle and utility trailer suitable for use on the multi-path system. The equipment is available and ready to be put into service by KPTCB.

Budget Impact

Execution of the agreement is a housekeeping issue only with zero additional budget impact.

**STATE OF GEORGIA
FAYETTE COUNTY**

AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 2014, between KEEP PEACHTREE CITY BEAUTIFUL, INC., a nonprofit corporation organized under the laws of the State of Georgia, hereinafter referred to as "KPTCB" and the CITY OF PEACHTREE CITY, GEORGIA, hereinafter referred to as "City".

WITNESSETH

WHEREAS, KPTCB is a Peachtree City and Fayette County based nonprofit corporation which provides the City with litter prevention, waste reduction and beautification services; and

WHEREAS, since 2009 KPTCB has provided services to the City by operating the City's Recycling Center located at Georgia Highway 74 South and Rockaway Road and the recycling collection area located at 209 McIntosh Trail, Peachtree City, Georgia (hereinafter collectively referred to as the "Recycling Centers"); and

WHEREAS, the City has imposed a waste hauler fee on all companies which provide residential sanitation services in the City; and

WHEREAS, since 2009 the City has appropriated the waste hauler fees it collects to KPTCB and KPTCB has used such funds for its operations in providing litter prevention, waste reduction and beautification services, and public education; and

WHEREAS, KPTCB wishes to further enhance the services it provides to the City; and

WHEREAS, KPTCB has requested that it lease certain vehicles owned by the City and to lease certain office space, including the use of a computer in such office space, at the City's Public Works facility.

WHEREAS, the parties desire to further clarify their respective duties and obligations with respect to such appropriation of funds by the City; and

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the City and KPTCB agree to enter into this Agreement to provide revenue to KPTCB to enable KPTCB to provide litter prevention, waste reduction and beautification, and

educational services to the City, which, in turn, benefits all citizens of the City, it is hereby agreed as follows:

1.

TERM/RENEWAL TERMS

1.1 The Initial Term of this Agreement shall be as of the effective date of this Agreement (the "Commencement Date") and ending on the 31st day of December, 2014.

1.2 Pursuant to O.C.G.A. §36-60-13(a)(2), the term of this Agreement shall automatically renew for five (5) additional one-year terms (the Renewal Term(s)), annually, unless notice of non-renewal is sent to the KPTCB from the City, as appropriate. Notices of non-renewal shall be sent no later than sixty (60) days prior to the end of the then-current term (initial or renewal term).

2.

LEASE OF PREMISES

2.1 City does hereby rent and lease to KPTCB property and facilities thereon designated as the Recycling Centers and an office and use of a computer at the property located 209 McIntosh Trail, Peachtree City, Georgia, as depicted on the diagram attached hereto as Exhibit "A," (hereinafter the "Premises"). KPTCB recognizes that only that portion of the property located at 209 McIntosh Trail, Peachtree City, Georgia on which recycling bins are located and one (1) room, identified as Room _____ on Exhibit "A," are to be used in furtherance of this Agreement, and that the remaining portion of said property is to be used by the City in connection with the operation of the City's Public Works Department.

2.2 KPTCB accepts Premises in their present condition and covenants that such Premises are suited for the use intended by KPTCB. City shall not be required to make any alterations or improvements to the Premises.

2.3 With respect to the recycling center located at Georgia Highway 74 South and Rockaway Road, the City will continue to contract with a third party for the disposal and mulching of yard waste/debris.

2.4 The Premises will be leased by the City to KPTCB for no charge. Rather, such Premises are being leased to KPTCB in exchange for the services provided by KPTCB to the City and residents of the City and Fayette County.

2.5 Any user fees generated from the Premises, including but not limited to any fees paid to KPTCB for the recycling materials collected at the Premises, shall be retained by KPTCB and shall only be utilized by KPTCB to operate and maintain the Premises and in furtherance of the corporate purposes of KPTCB within the City of

Peachtree City, Georgia. The City and KPTCB agree that any fees paid to the city for the cell tower located at the recycling center at Georgia Highway 74 South and Rockaway Road are not considered user fees, and shall remain the exclusive property of the City.

2.6 Premises shall be used for the collection and disposal of recycling materials, as well as all other purposes that City approves in writing. Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance, or increase the rate of insurance, on premises. KPTCB may grant licenses to third parties for temporary use of the Premises and facilities located thereon only for the purpose above-stated, and provided such parties are "responsible third parties". The term "responsible third parties" shall mean parties who: a) comply with all rules and regulations of state and local governing authorities; b) supply a certificate of insurance in accordance with the rules and regulations established for the operation of the Premises; and c) agree in writing to abide by the rules and regulations established for the operation of the Premises. Prior to authorizing third party use of the Premises, KPTCB will develop, and City shall approve, policies for the use and care of the Premises, including insurance requirements.

2.7 KPTCB shall maintain and repair the premises in the same condition as the Premises and facilities thereon are presently in. KPTCB shall make all necessary repairs to the Premises and any structure(s) located thereon; provided, however, that any repairs or capital improvements to the premises shall be approved by the City. KPTCB shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall in the use and occupancy of the Premises, conform to all lawful orders, regulations, ordinances, and laws issued by any duly constituted governmental body or agency that governs the premises.

2.8 KPTCB shall be liable for and shall indemnify and hold City harmless with respect to damage or injury to the leased Premises, or the person or property of the KPTCB, or the person or property of KPTCB other sub-contractors or anyone in its control or hire. City shall not be responsible to KPTCB for any loss of property from the Premises hereby leased, however occurring or for any damages therefore, except if caused by City's sole negligence or willful misconduct.

2.9 KPTCB shall not install any capital improvements, as hereafter defined, without the written permission of the City. All capital improvements installed by the KPTCB shall be fixtures and appertain to the Premises. Title to all fixtures, including fixtures installed by KPTCB, shall be held by City. As used herein, "capital improvements" means any fixture installed on the Premises that costs KPTCB five thousand dollars (\$5,000.00) or more and has a useful life of at least three (3) years.

2.10 KPTCB shall carry extended insurance insuring KPTCB's interest in its improvements and betterments to the Premises, all partitions, fixtures, additions, and other property placed in or about the Premises by KPTCB, and any and all furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and

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

2.11 City and/or its agents may enter the Premises to exhibit same to prospective purchasers or tenants; to inspect Premises to see that KPTCB is complying with all his obligations hereunder; and to make repairs required of City under the terms hereof or repairs or modification to any adjoining space.

2.12 KPTCB shall not, without the City's prior written consent: (i) mortgage, pledge, encumber, assign, convey, or transfer (whether voluntarily, by operation of law, or otherwise) all or any interest in this Lease of the Premises; (ii) allow any lien to attach to KPTCB's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises of any part thereof by any one other than KPTCB except for purposes stated herein; (iv) sub-lease any part or all of the Premises or assign this Lease Agreement; or (v) any attempt to consummate any of the foregoing without the City's prior written consent shall be void.

2.13 KPTCB shall conduct its business within the Premises and on the Land in compliance with all applicable federal, state, or local laws and regulations related to pollution control, hazardous or toxic waste, substances, and other environmental and ecological matters, including, but not limited to the Federal Water Pollution Control Act (33 U.S.C. §1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), Safe Drinking Water Act (42 U.S.C. §300f, et seq.), Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Clean Air Act (42 U.S.C. §300f, et seq.), Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. §9601, et seq.), and other comparable state laws, as well as the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20, et seq.) and the Georgia Rules for Solid Waste Management (particularly Chapter 39-3-4 and Rule 391-3-4-.15 pertaining to biomedical waste). KPTCB agrees to indemnify and hold City harmless from and against all causes, claims, demands, losses, liabilities, costs, and expenses (including, without limitation, attorney's fees) incurred, directly or indirectly, by City as a result of or in connection with KPTCB's failure to comply with any of the foregoing provisions.

3.

APPROPRIATION OF FUNDS BY CITY

3.1 The City shall dedicate, expend and pay to KPTCB the waste hauler fees it receives from companies providing residential sanitation services within the city, which amount will be forwarded to KPTCB within thirty (30) days of any such fees being received by the City. Such funds will be paid by the City to KPTCB in addition to any user fees retained by KPTCB in accordance with Paragraph 2.5 of this Agreement.

3.2 KPTCB shall utilize the funds it receives from the City pursuant to this Agreement to provide litter prevention, waste reduction and beautification services, and public education services to residents of the City and for the benefit of the citizens of the City.

3.3 If this Agreement is deemed to be for the acquisition of any supplies, materials, equipment or other personal property, then title to such supplies, materials, equipment or other personal property shall remain in KPTCB until fully paid for by the City. (This is a state law requirement for multi-year leases, even with automatic renewals. It clarifies who owns any assets that are acquired)

3.4 Audits. During the term of this Agreement, KPTCB will have an audit done as per the requirements of maintaining 501(c)(3) status and shall also submit the necessary Internal Revenue Service Form 990 on an annual basis. The costs for such audit will be paid for by the City, and KPTCB consents to being classified as a component unit of the City for auditing purposes. (No determination yet. I want to put the onus on them to either file the form or get the exemption. Then, it is up to them).

3.5 Annual Budget. KPTCB shall submit its annual budget to the City Council of the City for approval. Such budget shall be submitted no later than September 1st of each year for approval, and must be approved by the City Council not later than October 15th of each year.

3.6 Monthly accounting. KPTCB shall submit monthly reports showing the total revenues and expenditures for each month, along with the necessary documentation to verify each deposit and expenditure made each month, to the City.

4.

VEHICLE AND EQUIPMENT LEASE(S)

4.1 During the term of this Agreement, City hereby leases to KPTCB the following vehicle(s) and equipment:

Make: **Model:** **Year:** **VIN:**

(See Schedule attached hereto as Exhibit "A")

The vehicle(s) and equipment specified in this Section 4.1 may be revised and amended without further action of the City Council. Vehicles may be added or deleted via written addendum to this Agreement which must be approved by KPTCB and the City Manager.

4.2 KPTCB will acquire license plates registered in its name for such vehicle(s) and equipment, as necessary, under the laws of the State of Georgia. KPTCB will maintain, or cause to be maintained, the vehicle(s) and equipment in good working condition. KPTCB will keep and maintain the vehicle(s) and equipment in good running order and will see that it stays in good repair and is properly serviced at the expense of KPTCB. The city shall maintain the responsibility to service and repair special use equipment such as off road utility vehicle and utility trailer. Nothing in this agreement shall require the City to provide or pay for, or cause to be provided or paid for, any maintenance, repair, gasoline, oil, antifreeze, washing or storage for and vehicle(s) or equipment~~the vehicle~~. KPTCB shall be responsible for the cost of any inspection(s) of the vehicle as required by laws of the State of Georgia.

4.3 The vehicle(s) and equipment leased under this agreement will be used solely in connection with the operations of KPTCB and shall be operated in a careful manner and KPTCB will pay or cause to be paid any fines imposed by any governmental authority levied upon the vehicle(s) or equipment and/or its driver as the result of any act or omission during the term the vehicle(s) or equipment is leased under this agreement. KPTCB will not use or allow the vehicle or equipment to be used for any personal use or illegal purpose and will reimburse the City if the vehicle or equipment is confiscated and for expenses incurred as a result of any confiscation or attempted confiscation by any governmental authority whatsoever, whenever such confiscation and expenses, or either, is caused by the illegal use of such vehicle(s) or equipment while the vehicle(s) or equipment is leased under this agreement.

4.4 KPTCB will acquire, pay for, and maintain vehicle(s) equipment indemnity insurance, including public liability and property damage insurance, issued by a responsible company or companies, protecting the interests of both KPTCB and the City against liability for damage, personal injury or death caused by the vehicle(s) or equipment or the operation of the vehicle(s) or equipment to the extent of not less than \$1,000,000 per accident and not less than \$1,000,000 per person; and the sum of \$500,000 per accident against liability for damage to property caused by the operation of any vehicle(s) or equipment leased under this agreement, and KPTCB agrees that the policy will include the City as a "named insured" and shall not be cancelled until after sixty (60) days written notice to the City of intention to cancel, and the KPTCB further agrees to furnish to the City prior, to the use or operation of any such vehicle(s) or

equipment, a certificate of such insurance. Should any claim be made or any action be commenced against the City arising from any of the causes covered by the insurance referred to in this Paragraph 4.4, the City will promptly notify KPTCB and KPTCB will conduct the defense of any such claim or action at KPTCB's expense, including all costs and attorneys' fees. In the event of the cancellation of any public liability and property damage insurance required under the terms of this Agreement, the use by KPTCB of the vehicle(s) or equipment shall cease until all such insurance so cancelled has been renewed or replaced.

4.5 Except as otherwise subsequently provided, upon the expiration of the term of this Agreement or its earlier termination for any reason, the vehicle(s) or equipment shall be returned by KPTCB to the City.

4.6 This Section 4 of the Agreement provides for the lease of a vehicle(s) and equipment by KPTCB, and KPTCB has acquired no right, title or interest in the vehicle(s) or equipment, except the right to use the same pursuant to the provisions of this Lease.

5.

DEFAULT/REMEDIES

5.1 The following shall be events of default of this Lease:

- 5.1.1 Any petition is filed by or against KPTCB under any section or chapter of the United States Bankruptcy Act as amended; provided that if an involuntary petition in bankruptcy is filed against KPTCB, KPTCB shall have thirty (30) days within which to have the petition dismissed.
- 5.1.2 KPTCB shall become insolvent or make a transfer in fraud of creditors;
- 5.1.3 KPTCB shall make an assignment for benefit of creditors;
- 5.1.4 A permanent receiver is appointed for a substantial part of the assets of KPTCB;
- 5.1.5 The leasehold interest is levied on under execution;
- 5.1.6 KPTCB should fail to comply with any term, provision, condition, or covenant of this Agreement, or fail to comply with any of City's Rules and Regulations now or later established for the government of this building, and shall not cure such failure within ten (10) days after written notice to the KPTCB of such failure to comply;

5.2 In any such event, City shall have the option to (in addition to and not in limitation of any other remedy permitted by law or by this Agreement) terminate this Agreement, in which event KPTCB shall immediately surrender the Premises and vehicle(s) to City, but if KPTCB shall fail to surrender the Premises and vehicle(s), City may, without further notice and without prejudice to any other remedy City may have to repossession or arrearages in rent or damages for breach of contract, enter upon the Premises and recovery of vehicle(s) and expel or remove KPTCB and its effects, by force if necessary, without being liable to prosecution or any claim for damages therefore; and KPTCB agrees to indemnify City for all loss and damage which City may suffer by reason of such termination of this Agreement, whether through inability to relet the Premises for the remainder of the KPTCB's term, or through decrease in rent for remainder of KPTCB's term, cost of reletting the Premises including improvements to the Premises. City's right to collect from KPTCB all amounts owed pursuant to this Agreement, including amounts accrued prior to termination and all future post-termination rents, taxes and penalties owing City pursuant to this Agreement shall survive the termination of the Agreement by City pursuant to this Paragraph.

5.3 If KPTCB remains in possession of the Premises after the termination or expiration of this Agreement and without the execution of a new Agreement, KPTCB shall be deemed to be occupying the Premises as a tenant at sufferance and shall be subject to all the covenants and provisions of this Lease insofar as the same are applicable to a KPTCB at sufferance and in no event shall there be any renewal of this Lease by operation of law.

5.4 At termination of this Agreement, KPTCB shall surrender Premises and keys thereof of City in same condition as at commencement of term, reasonable natural wear and tear only expected.

6.

ASSIGNMENT/SUBLEASE

KPTCB shall not, without the City's prior written consent: (i) mortgage, pledge, encumber, assign, convey, or transfer (whether voluntarily, by operation of law, or otherwise) all or any interest in this Agreement, all or any interest in the Premises, and all or any interest in the vehicle(s) leased by KPTCB under this Agreement; (ii) allow any lien to attach to KPTCB's interest in the Premises, the vehicle(s), or this Agreement; (iii) permit the use or occupancy of the Premises of any part thereof or of the vehicle(s) by anyone other than KPTCB except for purposes stated herein; (iv) sub-lease or assign any part or all of the Premises, any interest in the vehicle(s), or any other rights granted to KPTCB under this Agreement; or (v) any attempt to consummate any of the foregoing without the City's prior written consent shall be void.

7.

INDEMNIFICATION

KPTCB agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, sub-contractors, or assignees, including attorney's fees and costs of litigation. The provisions of this Agreement with respect to any claims or liability occurring or cause prior to any expiration or termination of this Agreement shall survive such expiration or termination. KPTCB hereby releases any and all claims against City for any loss of business or any other damage caused by any interruption of the service provided for here or otherwise.

8.

ATTORNEY'S FEES/EXPENSES

KPTCB agrees to pay all reasonable attorney's fees and reasonable expenses the City incurs in enforcing any of the obligations of the KPTCB under this Lease, or in any litigation or negotiation in which the City shall, without its fault, become involved through or an account of the KPTCB.

9.

ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

10.

WAIVER

No failure of City to exercise any power given City, hereunder, or to insist upon strict compliance by KPTCB of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of City's right to demand exact compliance with the terms hereof.

11.

TIME ESSENCE

Time is of the essence of this Lease Agreement.

12.

NO ESTATE

This contract shall create the relationship of landlord and tenant between City and KPTCB; no estate shall pass out of City; KPTCB has only a usufruct with respect to the Premises, not subject to levy or sale.

13.

SUBORDINATION

KPTCB agrees that this Lease shall be subject and subordinate to any bond indenture, loan deed or loan now on said Premises and all future loan or loan deed on said Premises and to all advances made, or which may be hereafter made, on account of said loan deeds or encumbrances to the full extent of all debts and charges secured thereby and to any renewals or extensions of all or any part and to any loan deeds which any owner of said Premises may hereafter at any time elect to place on said Premises, and KPTCB agrees upon request to hereafter execute any paper or papers which the counsel for City may deem necessary to accomplish that end and, in default of KPTCB so doing, that City is hereby empowered to execute such paper or papers in the name of KPTCB, and as the act and deed of KPTCB, and this authority is hereby declared to be coupled with an interest and not revocable, and it is further expressly agreed that City shall not be liable to KPTCB for breach of covenant or quiet enjoyment by reason of the foreclosure and/or sale of the demised Premises under any loan deed or mortgage now or hereafter affecting the demised Premises.

14.

UTILITIES

KPTCB shall be responsible for all other utilities consumed by KPTCB, and proper and lawful waste disposal. The City and KPTCB recognize that the amount of utilities used by KPTCB at 209 McIntosh Trail is difficult to ascertain; therefore, KPTCB agrees to pay the City the amount of \$50.00 per month for the use of utilities at such location only. The City shall not be responsible for interruption of utility services.

15.

E-VERIFY/SAVE

As a contractor of the City, KPTCB shall comply with all applicable laws of the United States and the State of Georgia, including, but not limited to, all E-Verify and SAVE requirements.

16.

NOTICES

Whenever notice is required under the terms of this Lease, such notice shall be deemed given three (3) days from the mailing of said notice via U.S. Certified or Registered Mail, Return Receipt Requested, unless sooner received, addressed to the following:

If to City:
City of Peachtree City
c/o City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

If to KPTCB:
Keep Peachtree City Beautiful, Inc.
c/o Executive Director
209 McIntosh Trail
Peachtree City, Georgia 30269

IN WITNESS WHEREOF, the parties herein hereunto set their hands and seals the day and year written below.

THIS AGREEMENT EXECUTED IN COUNTERPARTS ON THE DATE BELOW EACH PARTY'S NAME BELOW, AND THE PARTIES HEREBY AFFIX THEIR NAMES, SIGNATURES, AND SEALS, WITH THE FULL INTENT TO BE BOUND HEREBY.

CITY:

City of Peachtree City

By: _____

Title: _____

Date: _____

KPTCB:

Keep Peachtree City Beautiful, Inc.

By: _____

Title: _____

Date: _____

City Council of Peachtree City
Agenda
April 17, 2014
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Proclamation for Relay For Life**
 - Proclamation for WW II Heritage Days**
 - Recognize Will Harbin – 15 Years of Service**
 - Recognize Stan Pye – Supervisor of the Quarter**
 - Statement of Support for Peachtree City Fire Department**
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
 - April 3, 2014, Regular Meeting Minutes**
- VII. Monthly Reports**
- VIII. Consent Agenda**
 - 1. Consider Amendment to Land Development Ordinance – Sign Post Materials**
 - 2. Consider Employee Holiday & Council Meeting Calendar**
 - 3. Consider Acceptance of GEMA Grant – Fire Department**
 - 4. Consider Acceptance of GEMA Grant – Police Department**
- IX. Old Agenda Items**
 - 04-14-03 Public Hearing – Consider Lifting Moratorium on Multi-Family Housing for Proposed Assisted Living Facility, Lexington Circle Tract**
Applicant desires to construct freestanding assisted living facility in Lexington Circle
- X. New Agenda Items**
 - 04-14-06 Public Hearing – Consider Adoption of Transmittal Resolution Authorizing Staff to Forward 2014 Partial Plan Update to ARC**
Annual updates to Short Term Work Program, Capital Improvements Element and Development Impact Fee Report
 - 04-14-07 Consider Revisions and Updates to City's Impact Fee Program**
 - 04-14-08 Consider Use of Eminent Domain to Acquire Stormwater Easements at 110 Wynnmeade, 113 Wynnmeade, and 301 Glen View Drive**
- XI. Council/Staff Topics**
 - Hot Topics Update**
- XII. Executive Session**

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

City Council of Peachtree City
Meeting Minutes
April 3, 2014
7:00 p.m.

The Mayor and Council of Peachtree City met on Thursday, April 3, 2014, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Other Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition

Mayor Fleisch recognized Fire Marshal Dave Williamson for 15 years of service with the City. Fleisch also recognized outgoing members of the Ethics Commission, Louise Nelson and Eric Slepian, and the Water and Sewerage Authority (WASA), Mike Harman, thanking them for their volunteer service to the City.

10-Minute Talk

Vanessa Wilkins, Executive Director, Promise Place

Wilkins provided an overview of the work done by Promise Place, the non-profit domestic violence shelter that served Fayette, Spalding, Pike, and Upson counties. The 24-hour state certified agency was one of 47 certified shelter programs in the state. She noted that 33% of the Fayette County calls were from Peachtree City. Learnard asked what kind of help was needed. Wilkins said volunteers were needed to help with child care, phone calls, food pantry, and awareness. Financial help was also needed. The budget for Promise Place was \$600,000 annually.

Minutes

March 20, 2014, Regular Meeting Minutes

King moved to approve the March 20, 2014, regular meeting minutes. Learnard seconded. Motion carried unanimously.

Consent Agenda

1. Consider Structural Lining of Stormwater Pipe – Ashley Way

Learnard moved to approve the Consent Agenda. King seconded. Motion carried unanimously.

New Agenda Items

- 04-14-01 Public Hearing – Consider Rezoning Request for 17.2-acre tract on MacDuff Parkway (John Wieland Homes and Neighborhoods)**
- 04-14-02 Public Hearing – Consider Rezoning Request for 86.7-acre tract in Wilksmoor Village (John Wieland Homes and Neighborhoods)**

Imker confirmed with Dan Fields, the developer's representative, that there was a request to continue this item and 04-14-02 Public Hearing – Consider Rezoning Request for 86.7-acre tract in Wilksmoor Village (John Wieland Homes and Neighborhoods) until May 15. Fields confirmed the rezoning request for the 17.2-acre tract had been withdrawn, but he had comments regarding the 86.7-acre tract.

Field addressed Council, saying the discussions regarding the City's west side began in 2000. In 2007, Council put a task force together to study the entire westside area, including the 87 acres that were located within the City, and looked at housing needs and traffic, taking a lot of time and effort. At that time, 338 homes were recommended, with half of the homes as townhomes and the remainder as single-family detached homes. The recommendation was to annex the portions not located within the City. The plan had to go through Georgia Regional

Transportation Authority (GRTA) and Atlanta Regional Commission (ARC) reviews, and both organizations provided input on MacDuff Parkway and gave the developer and City lists of items that would be required. A great deal of time and effort went into the design of the parkway. MacDuff Parkway was currently permitted in the City, and it had been cleared. The development to the north of the Wieland property was under contract now with an active adult builder, according to Fields. They were being pressed to complete MacDuff Parkway. As part of completing MacDuff Parkway, Fields said the developer needed the 86.7-acre rezoning approved.

Fleisch asked Fields to focus on continuing the public hearing on the 86.7-acre tract until May 15. Fields said they had not agreed to the continuance yet. Fleisch said she was unaware of that. Imker asked if Fields was looking for a vote that night. Fleisch said they were not able to do that.

Fields asked to finish his statement, reading from Section 1303(3) of the City's Zoning Ordinance:

The planning commission shall have 30 days from the date of submittal of a completed application for a proposed amendment to make its recommendation. If the planning commission fails to make its recommendation within the 30-day period, it shall be deemed to have recommended approval of the proposed amendment. The above 30-day period may be extended with the approval of the applicant.

In Section 1304(1)(b), Fields read the following:

If the planning commission does not submit a report within the required 30-day period, the council shall act upon the application within 60 days from the date of the initial submittal of a completed application to the planning commission.

Fields continued that, in the spirit of cooperation, they were willing to extend the time period until May 15 and to have the application heard again by the Planning Commission. The application had been filed on January 9, and there had been some hiccups with the Planning Commission along the way. They did not want to spend a lot of time on a traffic study that had already been completed. He understood the City was doing its own study, but it might not have an impact on whether the 86.7 acres should be rezoned. Fields added that using the property with its current industrial zoning would create five times the traffic of 204 single-family lots. The 204 lots were also considerably less dense than what had been considered by GRTA and ARC.

Fields said they would be back in May after the Planning Commission had looked at the application. They wanted to partner with the City, and looked forward to seeing MacDuff Parkway completed, hopefully within the next 12-18 months. The developer was ready to move forward, assuming their development partner Brent Scarbrough was ready to go.

City Attorney Ted Meeker noted that New Agenda item 04-14-01 Public Hearing - Consider Rezoning Request for 17.2-acre tract on MacDuff Parkway (John Wieland Homes and Neighborhoods) had been withdrawn, and no Council action was needed.

Imker moved to continue New Agenda item 04-14-02 Public Hearing - Consider Rezoning Request for 86.7-acre tract in Wilksmoor Village (John Wieland Homes and Neighborhoods) to May 15. Learnard seconded. Motion carried unanimously.

04-14-03 Public Hearing – Consider Lifting Moratorium on Multi-Family Housing for Proposed Assisted Living Facility, Lexington Circle Tract

Imker asked if the developer was present, and whether the developer agreed to continue the agenda item to April 17. No one identified themselves as representing the developer. Due to issues with posting the property, the public hearing had not been properly advertised.

Imker moved to continue New Agenda item 04-14-03 Public Hearing – Consider Lifting Moratorium on Multi-Family Housing for Proposed Assisted Living Facility, Lexington Circle Tract, to April 17. King seconded. Motion carried unanimously.

04-14-04 Consider Land Swap with Peachtree City Church of Christ

Meeker said the church had approached the City approximately one year ago about the possibility of swapping a portion of its parcel for a portion of the City's greenbelt that was located between the church and Peachtree Parkway. The church had both pieces of property appraised, and the values were essentially the same. He asked Council to approve the contract, then staff would move forward with the closing once the appropriate notices had been posted. Meeker said copies of the appraisals were available, and they were in compliance with state law as far as the property the City would receive being greater than or equal to the property that the City would convey to the church.

Imker moved to approve the land swap with the Peachtree City Church of Christ. King seconded. Motion carried unanimously.

04-14-05 Consider Police K-9 Team Replacement

Police Chief H.C. "Skip" Clark addressed Council, saying the Department was asking to replace a K-9 unit. He introduced Lt. Matt Myers, who had overseen the program since its implementation, to give the presentation.

Myers provided a brief history of the K-9 program in the City, noting that the program began in 2009 with one K-9 funded by a donation from Panasonic. Forfeiture funds and citizen donations helped to put the second K-9 into service. From 2010 until January of 2014, both K-9s provided coverage seven days a week, and they rotated 24-hour on call responsibilities. In January 2014, the second handler resigned to move out of state, and his K-9 was retired. Myers requested Council consider replacing the retired K-9 using 100% forfeiture funds.

Myers pointed out this was not an additional position, adding the purchase of a K-9 equipped an existing officer position with an additional tool. The duties of a K-9 officer included responding to calls for service, investigating collisions, doing follow-up investigations on hit and run cases, performing directed traffic enforcement (complaint areas and collision suppression), proactive patrol duties, layering coverage in peak times, community relations projects, tracking suspects or missing persons, drug searches (faster, safer, otherwise not authorized), clearing buildings, responding to priority/high-risk calls, searching for evidence, searching lockers, investigating drug crimes, and more.

Officer safety was the primary benefit of a K-9. They could more safely search tactically disadvantaged areas such as attics, crawlspaces, or wooded areas; deterred use of force incidents and reduced the risks to officers when they could not be avoided; reduced time officers spent searching vehicles on the side of the road; and enhanced the capability to locate concealed suspects during building searches. Another benefit was the efficiency and effectiveness of the K-9s, who were able to search large structures more quickly and accurately than a team of three to four officers, cover more ground on perimeter security than multiple

officers, conduct article searches in a fraction of the time it would take officers, reduce resources needed to search for fleeing suspects and allowed tracking that would otherwise be impossible, and locate otherwise unfound evidence on tracks. In addition, K-9 officers located drug evidence that would be missed by normal search procedures, could provide the legal basis needed to search a vehicle containing drugs when the driver refused consent, and helped to detect and deter drug related crime in the City.

Having specialized assignments/lateral opportunities was a benefit to recruitment and retention of personnel, Myers said, which attracted better quality candidate, improved the retention of existing employees, improved morale and productivity by giving options for career growth and supplying officers with the tools needed to do their jobs to the fullest extent, and incentivized quality work for candidates seeking specialized assignment.

Myers reiterated that the Department was not asking for an additional position, but was requesting the purchase of a Police K-9 and the training necessary for the new handler to fill the vacated position. The cost of the K-9 and the training would be funded with seizure funds, which represented no unbudgeted cost to the City. The costs associated with the position were already allocated in the FY 2014 budget. The actual ongoing cost for this asset was approximately \$4,000 per year, which covered the stipend the handler received for performing general maintenance with the K-9 outside of work (feeding, grooming, taking care of the kennel, exercise, etc.). All the food was donated by Purina, and the Animal Medical Clinic donated all the veterinary needs for the K-9s. The Department already had the vehicle, kennel, and other miscellaneous equipment, some of which had been donated over the years by citizens, needed to outfit the K-9 position.

Myers concluded that the initial expenses of outfitting a K-9 team (vehicle, home kennels, and equipment) had already been covered, and much of the ongoing expense was funded by means other than the City budget. Utilizing K-9s increased officer safety, reduced the risk of on-the-job injuries, improved efficiency of basic police services, and provided enhanced services that were otherwise impossible. Having K-9s increased voluntary compliance by suspects and reduced the occurrence of illegal drug possession in the City. He continued that there was a clear benefit to having these resources readily available, especially considering what had already been invested and the low ongoing maintenance cost. The investment of approximately \$4,000 per year (handler maintenance pay) was a fiscally sound investment towards maintaining the quality of service delivered to the citizens and the safety of the officers. Myers added that approval of the request allowed the Police Department to continue to provide the level of service the citizens of the community had come to expect.

King thanked Myers for his presentation, asking how many times the remaining K-9 had been used since January. Myers said he was not sure for the entire Department, recalling the remaining K-9 unit had been called the previous Friday afternoon, but had been unable to respond. Approximately one month prior to the meeting, the officer had been on vacation, so Myers had tried to call Fayetteville and Fayette County for assistance, but had not been able to get a K-9. In that case, there were other reasons to hold the person until the K-9 arrived, but normally they would not be able to wait an extended period of time depending on the legal reasons for detaining the person. Myers said, prior to having K-9 units in the Department, it was often useless to call another agency because of the response times. King asked if the other departments were cooperative. Myers said they were, but the time required for them to arrive was the problem. If the K-9 was needed for a drug search, then officers were limited on time.

King asked if the position had been filled that was lost in January. Clark said they were in the hiring process for all open positions, and actually had conditionals out for the vacant K-9 position.

King said he had talked in January about using the open K-9 position for the additional Information Technology (IT) person recommended by the Matrix study done for the Police and Fire Departments. Clark said the Matrix report had identified a need for the Police and Fire Departments to have someone in IT assigned to the departments, but he was not aware of a discussion to replace a sworn officer position with a non-sworn IT position. King said the intent had been to not fill the position until the IT position was filled. Clark said he was not aware of that. King said Clark could fill any position in his department, but in January King said he had the impression the position would not be filled so it could be used for IT. He asked if Clark needed IT support more than another K-9. Clark said that, if he gave up a sworn position, he would be going below the minimum staff level identified by the Matrix study. The IT position was above and beyond the minimum staff level.

King said the Department still had the K-9 vehicle, and Myers had done a good job, but it was hard to believe it only cost \$4,000 per year for the K-9s. He asked if the Tahoe was replaced every three to five years. Clark said the vehicle would be replaced for the officer, which was a sworn staff position. The replacement was based on the mileage.

Learnard asked how long the City had the two K-9s. Clark said since 2010. The first dog arrived in 2009, and the Department had always planned to have a second. In 2010, the City received a donation for the second dog, and the remaining funds had come from the Forfeiture account. Learnard asked what forfeiture funds were. Clark said forfeiture funds were state and federal funds the City obtained through seizures for criminal activity that the Court awarded. The regulations for using the funds were very strict, and the funds could not be used to supplant the regular budget. Clark had called to confirm the City could use the funds to replace the dog and for equipment and training. The Department also received donations throughout the year to help offset the costs.

Fleisch noted that one of the reasons K-9 officer Enko was let go was because of health reasons, asking how often the K-9 Maik was used. Clark said Maik was used for everything, adding Enko had retired earlier than expected because of health reasons, but if the handler had not left, then the dog would still be working. Clark said the K-9 was a tool to help the police do their job more effectively and efficiently. There were legal reasons why officers could not detain someone on the side of the road to wait until a K-9 from another jurisdiction arrived.

Imker said everyone understood the dogs were valuable tools, an enhancement to an officer's normal duties. He wanted to ensure people outside the City understood crime was not tolerated. If the vote went one way, those people would see the City as a target. Voting for the dog was a vote for deterrence; and deterrence was 100 times more valuable than the actual conviction of a crime itself.

Ernst asked Clark if any statistics were available for the K-9. Clark said he had not brought any, but there were had been approximately 150 narcotic seizures related to the dogs. Ernst asked Corporal Andy Johnson, Maik's handler, how many times he used the dog each week. Johnson said the numbers changed as the Department began getting accustomed and trained to working with the dog. A report was generated three to four times a week, but calls did not always generate a report, whether it was back-up to a scene or a burglary alarm call. On average, there were three or more calls per week specifically for the K-9. Johnson said he was

usually routed to any high incidence calls, which averaged more than 10 per week. Ernst asked if the dog was with him when he was on duty. Johnson said that was correct.

Imker moved to approve the K-9 replacement as presented. Learnard seconded. Motion carried 3-2 (King, Ernst).

Council/Staff Topics

Fleisch said the County Commission had approved an ordinance regarding golf cart reciprocity the week prior to the meeting. She had received a letter from the Commission Chairman asking the City to consider reciprocity for County golf cart registrations, which she had given to the City Manager. The information was now under review by staff as there were a few items the City needed to make sure everyone understood.

City Manager Jim Pennington said the review committee had made a recommendation on the company that would perform the classification/compensation study. The only member of the committee from the leadership team was Human Resources & Risk Management Director Ellece Brown. There were employees on the committee from each division. Six proposals had been received, and Condrey & Associates of Athens had been selected for a price of \$35,000. He concurred with the selection, and the approval was within the realm that could be approved by the City Manager. Pennington said the company had also been asked to do a benefits analysis, which increased the cost to \$39,500. The study should take five months to complete, but staff would see if it could be done in less time.

Pennington continued that this had been the first time such a group had been assembled, thanking Ernst for the suggestion. Pennington said those same members would also be part of the implementation review committee, and they would be talking to the consultants throughout the process. Learnard asked, based on Pennington's experience, what the study might come up with. Pennington said approximately 60% of employees would be interviewed to ensure their job descriptions/classifications were correct and how the City compared to other communities with similar positions salary wise. Normally, when it had been 10 years since a study had been done, there were a number of adjustments to be made. Part of the reason for the study was to bring the City into compliance with the cities it competed with for quality employees. The results of the study would be a validated classification that could be supported in court, as well as a validated pay plan, including an implementation schedule. It would cost money, but it would be over a period of time.

Imker said he was a little confused and he wanted the agenda packet to be clear on the differences between the Mercer Group, the Matrix study that had been done for Public Safety, and this review. He needed to understand what the objectives were, and the citizens also needed to understand. Pennington said he could put something together because they were not related. The last part of study would be a review of the City's benefit plan.

Pennington pointed out the renovations that would take place in Council Chambers, saying the work on the dais would begin the next day and continue through April 15. The work would include enclosing the area in Chambers where prisoners were seated during Municipal Court, providing a new level of security. The work was time sensitive since Court was not scheduled on April 9 due to Spring Break. The crews had done an excellent job.

Pennington said Council would receive an update on the status of their goals each month. It might be good to have another workshop in a few months to see if there were any changes.

They would also receive information from him on a routine basis that he received from others, information that was good to have in their "quiver."

Pennington continued some problems with the spillway for Lake Peachtree had been discovered by City staff while the water was down. Staff met with the Fayette County Water System for coordination. A geotechnical review would be done by the Water System. Everyone hoped it would be a simple fix. The results of the review would be available in three weeks, and then work would begin. The Water System was now inspecting all the dams in their reservoir system and implementing a maintenance program.

Learnard moved to convene in executive session to discuss the acquisition or sale of real estate, pending or threatened litigation, and personnel at 8:23 p.m. Ernst seconded. Motion carried unanimously.

Learnard moved to reconvene in regular session at 8:44 p.m. Ernst seconded. Motion carried unanimously.

There being no further business, Ernst moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 8:45 p.m.

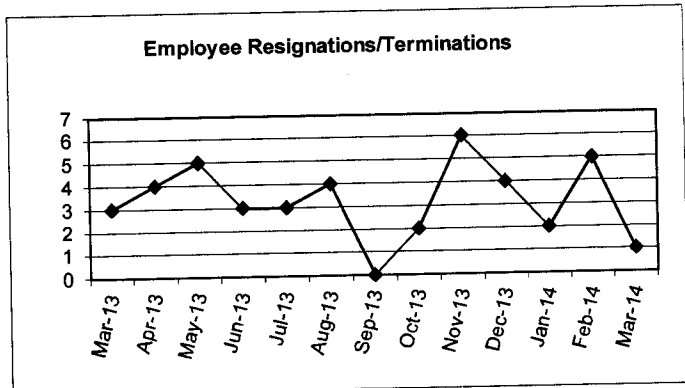
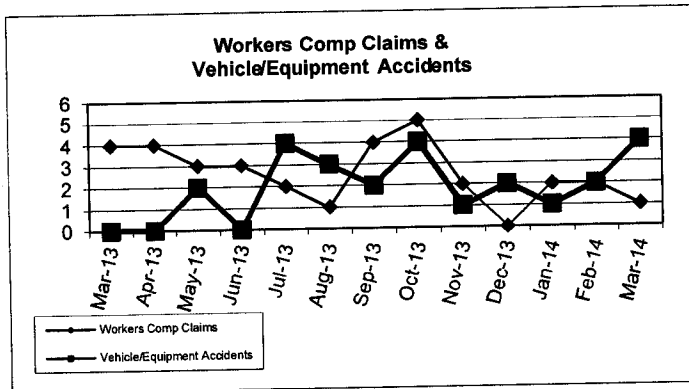
Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

Administrative Services

Monthly Report

Human Resources & Risk Management



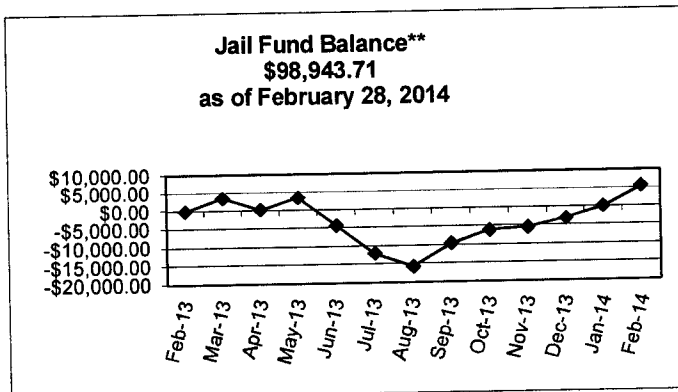
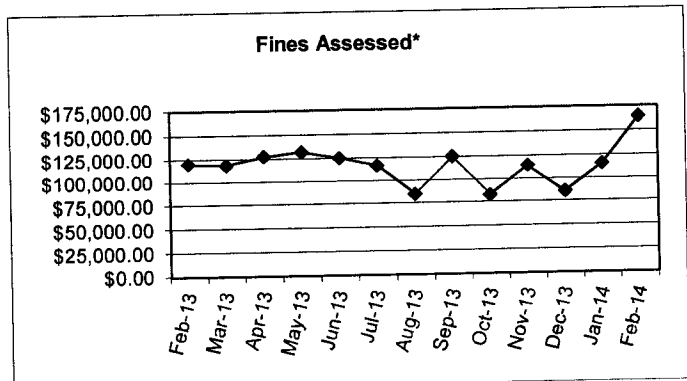
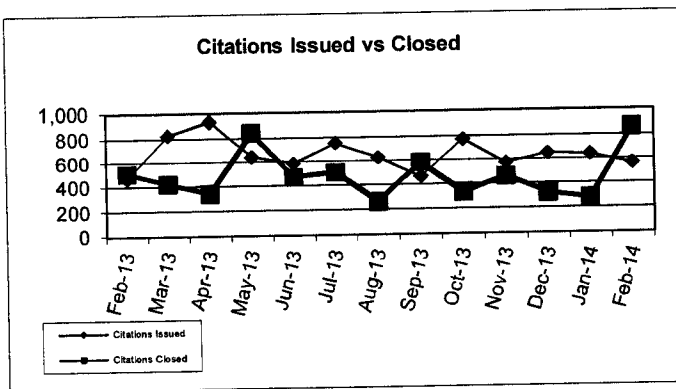
Turnover Rate (Annual)

FY 2014 (YTD)
6.56%

FY 2013
12.67%

NOTES: FY 2014 figures include 3 retirements; data does not include RIFs or seasonal positions.

Municipal Court (March 2014 not available at packet time - updated info will be forwarded)



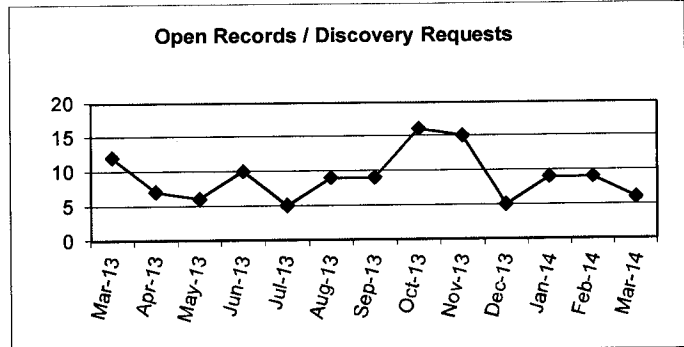
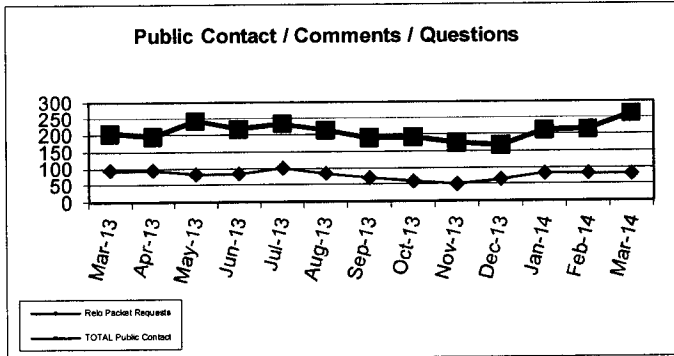
* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies. The monies reflected above are not the actual revenues received; for revenue received, please refer to Financial Services report "General Fund Revenues Received: Fines &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

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

Administrative Services

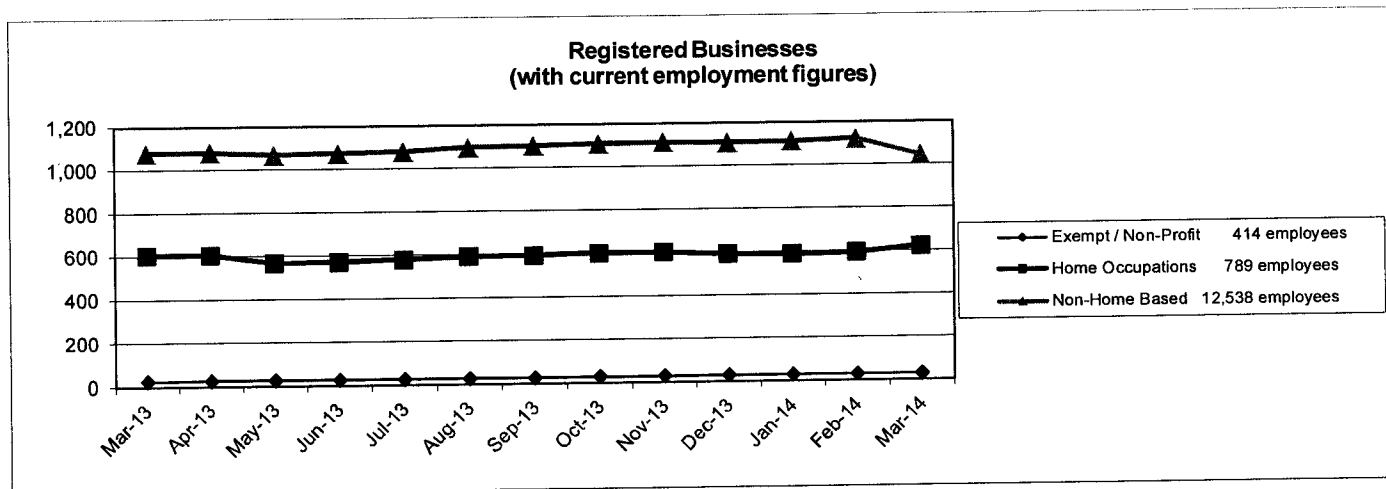
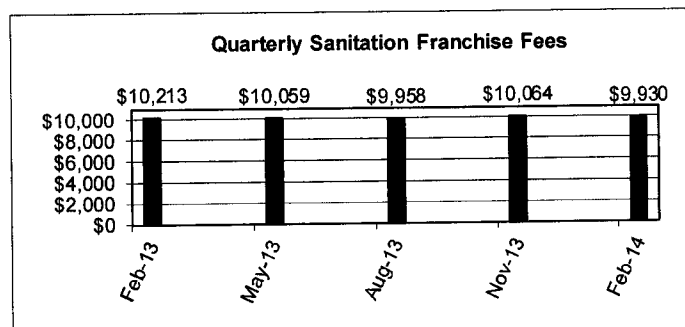
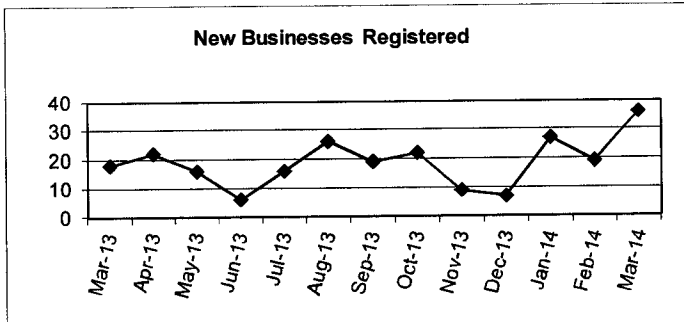
Monthly Report

Public Information



* Online Packet Request and other web forms inoperable January 28 - February 13, 2013.

City Clerk



Note: Exempt/Non-Profit is either Home Based or Non-Home Based. April - June finalizes the annual registration and elimination of closed businesses for previous year. New businesses are added as they register.

Top 10 Employers by # of employees:

Cooper Lighting, NCR, Hoshizaki, Panasonic, Alenco, Wal-Mart, Southland Nursing Home, Avery Dennison, Comcast, Kroger (Kedron)

City Council Monthly Report

DEPARTMENT: **PLANNING & ZONING**
SUPERVISOR: **DAVID RAST**

FISCAL YEAR: **2014**
CREATOR: **KATHY GRAY**

COMPARISON CHART

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
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YTD FY 2014	YTD of FY 2013	YTD of FY 2012
10	13	11
11	16	10
0	0	0
96	0	0
137	148	151
979	991	797

Single Family Units:	1	2	3	1	2	1						
Single Family C.O.'s	2	6	2	0	1	0						
Multi Family Units:	0	0	0	0	0	0						
Multi Family C.O.'s	0	0	96	0	0	0						
Miscellaneous*	16	25	27	15	21	33						
INSPECTIONS:	245	188	123	191	122	110						

3	4	1
21	23	33
37	37	24
10	17	8
568	474	488

New Construction:	1	0	0	1	0	1						
Non-Residential C.O.'s	5	3	4	3	3	3						
Expansion/Renovation/Tenant Finish:	9	6	7	3	9	3						
Miscellaneous*	1	2	1	2	3	1						
INSPECTIONS:	123	96	131	60	73	85						

17	17	7
34,726		
\$238,498	\$204,971	157,685

DEVELOPMENT PERMITS	3	4	3	2	3	2						
POPULATION ESTIMATE^	34,503	34,516	34,723	34,723	34,726	34,726						
BUILDING PERMIT FEES	\$40,298	\$24,693	\$19,477	\$64,619	\$28,419	\$60,992						

256	362	242
\$2,400	\$2,230	\$2,360
\$960	\$660	\$1,805
\$5,699	\$7,351	\$3,050
\$10,492	\$5,806	\$7,391
\$634	\$850	\$100
\$8,616	\$8,327	\$5,568
\$28,801	\$25,224	\$20,274

Tree Removal Permits:	69	40	38	50	59	0						
Sign Permits:	\$200	\$400	\$200	\$400	\$600	\$600						
Banner/ Special Event Permits:	\$215	\$195	\$60	\$260	\$130	\$100						
New Construction Plan Reviews:	\$1,830	\$1,200	\$300	\$1,168	\$901	\$300						
Other Plan Reviews/Permits:	\$1,100	\$525	\$275	\$7,987	\$605	\$0						
Misc permit fees	\$120	\$161	\$5	\$53	\$250	\$45						
Fire Department Permit Fees:	\$885	\$1,538	\$650	\$2,567	\$1,976	\$1,000						
TOTAL PLAN REVIEW FEES	\$4,350	\$4,019	\$1,490	\$12,435	\$4,462	\$2,045	\$0	\$0	\$0	\$0	\$0	\$0

\$267,299	\$230,195	\$177,959
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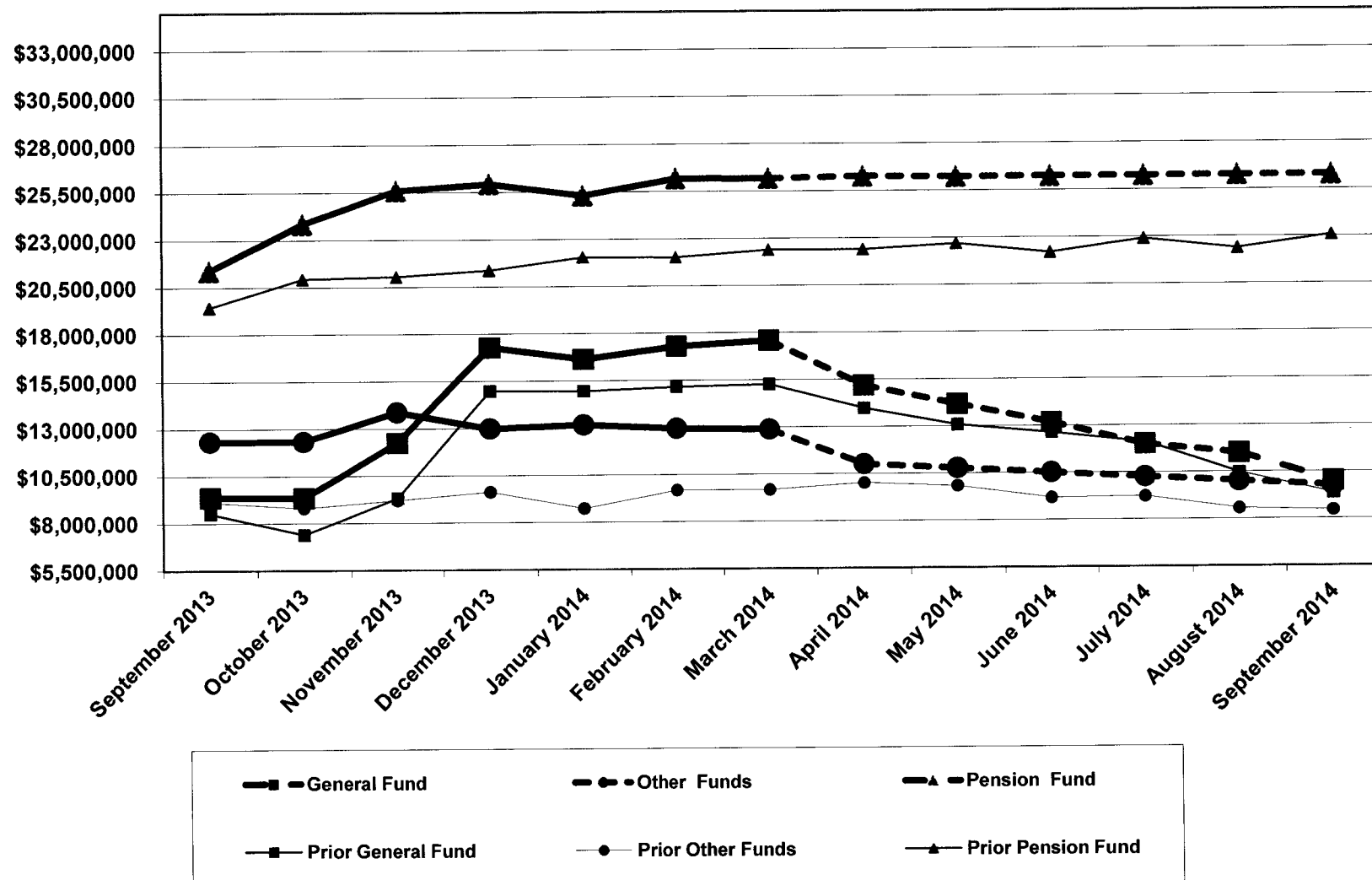
TOTAL FEES COLLECTED	\$44,648	\$28,712	\$20,967	\$77,054	\$32,881	\$63,037	\$0	\$0	\$0	\$0	\$0	\$0
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* Miscellaneous permits are: Fences, Pools, Additions/Renovations, Reroofings, etc

^ Based on 2.09 people per residential CO

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

CITY OF PEACHTREE CITY
FISCAL YEAR 2014 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



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

CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE SIX MONTHS ENDED MARCH 31, 2014

PERCENTAGE OF BUDGET YEAR COMPLETED 50.0% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2014 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 11,854,549	\$ 11,509,787	\$ (344,762)	97.09%
Franchise Taxes	2,551,090	2,146,589	(404,501)	84.14%
Local Option Sales Tax	6,767,857	3,177,577	(3,590,280)	46.95%
Other Sales & Use Taxes	759,290	375,479	(383,811)	49.45%
Business Taxes	2,229,271	2,177,400	(51,871)	97.67%
Licenses & Permits	725,199	559,400	(165,799)	77.14%
Intergovernmental/Grants	464,279	350,972	(113,307)	75.60%
Charges for Services	1,159,332	504,546	(654,786)	43.52%
EMS Billings	598,820	283,746	(315,074)	47.38%
Fines & Forfeitures	1,158,684	496,171	(662,513)	42.82%
Investment Income	55,994	18,104	(37,890)	32.33%
Other Revenue	109,704	103,968	(5,736)	94.77%
Other Financing Sources	634,200	318,291	(315,909)	50.19%
Total General Fund Revenues	\$ 29,068,269	\$ 22,022,030	\$ (7,046,239)	75.76%
Surplus Carryover	2,200,977			
Total General Fund	\$ 31,269,246			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2014 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 492,750	\$ 185,660	\$ 307,090	37.68%
Administrative Services	1,271,834	524,567	747,267	41.24%
Financial Services	1,285,915	626,916	658,999	48.75%
Police Services/Code Enforcement	7,072,455	3,213,912	3,858,543	45.44%
Fire/EMS Services	6,994,385	3,167,368	3,827,017	45.28%
Public Works/Buildings & Grounds/Engineering	6,342,850	2,021,466	4,321,384	31.87%
Community Services	4,371,610	1,915,367	2,456,243	43.81%
Non-Divisional:				
Unemployment Insurance	20,000	-	20,000	0.00%
Non-Profit Organizations	22,500	-	22,500	0.00%
Transfer to Airport Authority	102,000	51,000	51,000	0.00%
Transfers to Other Funds	3,514,655	1,444,107	2,070,548	41.09%
Liability Insurance	146,665	85,334	61,331	58.18%
Litigation Services	104,040	56,640	47,400	54.44%
General Administration/Miscellaneous	60,354	6,839	53,515	11.33%
Budgeted Savings	(532,767)	-	(532,767)	0.00%
Total General Fund	\$ 31,269,246	\$ 13,299,176	\$ 17,970,070	42.53%

HOTEL/MOTEL FUND REVENUES				
Description	2014 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,138,400	\$ 628,892	\$ (509,508)	55.24%

HOTEL/MOTEL TRANSFERS OUT				
Type	2014 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 569,200	\$ 314,446	\$ 254,754	55.24%
Transfer to Tourism Association	569,200	314,446	254,754	55.24%
Total Hotel/Motel Transfers Out	\$ 1,138,400	\$ 628,892	\$ 509,508	55.24%

**CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF MARCH 31, 2014**

SUMMARY OF PURCHASE ORDERS ISSUED OVER \$25,000 APPROVED BY CITY MANAGER MARCH 2014			
Description	Vendor	Award	Date
Additional Storage Area Network Devise	IBM Direct	\$ 32,239	3/18/2014
PURCHASING REPORT FOR MONTH ENDED MARCH 31, 2014 AND MARCH 31, 2013			
Activity	Fiscal Year 2014	Fiscal Year 2013	
Purchase Orders / Requisitions Processed	198	202	
City Store Requisitions Processed	15	14	
Sealed Bids Requested	2	0	
Requests for Proposals	0	0	
Bids Awarded	0	5	
Requests for Proposals Awarded	0	0	
Contracts Prepared	0	4	
Electronic Auction	0	0	
Fixed Assets Purchases	8	2	
(2) VMWare Servers			
(2) Management Servers			
PD Coban Server Redundant			
2 Police Interceptor Vehicles			
QuaosBoard for CTH Conference Room			

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
MARCH 2014

None to Report

-

TOTAL MONTH OF MARCH 2014

\$

-

**CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2014
PAID AS OF March, 2014**

Litigation Services (100-1505-579130)

Vendor	Month Paid	Project	Amount
Sumner Meeker	October	EEOC Claim	\$ 1,017.72
Sumner Meeker	October	Breedlove	286.00
Sumner Meeker	October	EEOC Claim	329.24
Sumner Meeker	October	Mrosek	1,452.00
Sumner Meeker	November	EEOC Claim	2,925.24
Sumner Meeker	November	Mrosek	880.00
Sumner Meeker	November	Triad	528.00
Sumner Meeker	December	EEOC Claim	990.00
Sumner Meeker	December	Mrosek	2,833.62
Sumner Meeker	December	Triad	473.00
Sumner Meeker	January	Mrosek	1,868.94
Sumner Meeker	January	Triad	2,596.00
Sumner Meeker	February	EEOC Claim	1,167.00
Sumner Meeker	February	Mrosek	1,661.80
Sumner Meeker	February	Triad	2,020.00
Sumner Meeker	March	Abudl-Karim	1,965.00
Sumner Meeker	March	EEOC Claim	2,688.60
Sumner Meeker	March	Mrosek	1,725.00
Sumner Meeker	March	Triad	2,810.84
Sumner Meeker	March	Wynnmeade	4,227.52
GIRMA	October	Vehicle Accident	1,009.91
GIRMA	November	EEOC Claim	10,585.83
GIRMA	December	EEOC Claim	1,124.60
GIRMA	December	Vehicle Accident	5,000.00
GIRMA	December	Vehicle Accident	2,596.44
GIRMA	December	Vehicle Accident	5,000.00
GIRMA	January	Vehicle Accident	972.41

Total Litigation Services to Date	<u>\$ 60,734.71</u>
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* Less Amount Charged back to FY2013	(4,094.87)
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March FY2014 Litigation Expenses	\$ 13,416.96
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* Note: The claims paid in October 2013 were charged to fiscal year 2013 for financial reporting purposes, as the expenditures were incurred prior to 9/30/13.

**FY2014 MONTHLY REPORT
LIBRARY**

ACTIVITY DESCRIPTION	UNIT													FY2014	FY2013
		October	November	December	January	February	March	April	May	June	July	August	September	YEAR-TO-DATE	YEAR-TO-DATE
Items - Acquired	Num.	681	691	386	690	360	353							3,161	2,577
Items - Circulated	Num.	34,325	31,613	28,205	29,051	31,057	32,478							186,729	204,454
Items - Loaned to Other Libraries	Num.	1,276	949	1,140	1,007	990	1,131							6,493	6,997
Items - Borrowed From Other Libraries	Num.	2,027	1,587	1,652	1,739	2,008	1,963							10,976	12,445
Class Visits	Num.	1	0	0	3	0	4							8	10
Group Meetings	Num.	42	35	25	27	23	28							180	178
Monthly Traffic	Num.	19,713	16,249	13,928	14,088	15,512	17,865							97,355	131,141
Children's Programs	Num.	26	20	15	15	19	23							118	106
Number of Participants	Num.	1,014	427	365	346	416	537							3,105	3,115
Adult Programs	Num.	3	7	0	1	3	3							17	21
Number of Participants	Num.	54	95	0	60	24	49							282	689
Revenue from Overdue Books	Dls.	4,489	3,664	3,655	2,759	4,399	4,970							23,936	26,758
Revenue from Copies Made	Dls.	553	350	412	362	505	661							2,843	3,343
Reference Assistance	Num.	1,397	1,320	1,045	954	730	1,519							6,965	7,382
Exams Proctored	Num.	37	23	33	8	27	23							151	N/A
Revenue from Proctoring	Dls.	570	400	590	110	340	320							2,330	N/A
Internet Usage	Num.	2,253	1,828	1,707	1,643	1,749	1,698							10,878	12,236
Volunteers	Num.	47	37	38	39	37	31							229	232
Number of Hours Worked	Num.	364	234	271	266	168	151							1,454	1,800
eBook/Audio Downloads	Num.	1,360	1,308	1,255	1,263	1,291	1,377							7,854	5,162

Notes: The library hosted free financial programs during Money Smart Week, April 5-12. Programs included: Planning for Retirement, How to Make Your Home More Energy Efficient, and Protecting Your Identity. Summer Reading Program kicks off the day after Memorial Day. Preliminary work is being done to upgrade our T-1 lines provided by the state library. Internet speed should double when work is complete.

PEACHTREE CITY POLICE DEPARTMENT

2014 MONTHLY REPORT

MARCH 2014 FEBRUARY 2014 2014 2013
 Calendar Year to Date Calendar Year to Date

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

TOTAL PART I CRIMES	34	35	108	96
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<u>DUI ARRESTS</u>	10	7	28	24
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	11	6	20	25
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OTHER ARRESTS

PROPERTY CRIMES	14	23	56	38
PERSON CRIMES	7	6	18	21
TRAFFIC OFFENSES	15	16	49	50
OTHER	48	14	83	80

<u>CALLS ANSWERED:</u>	4,263	3,875	11,845	12,460
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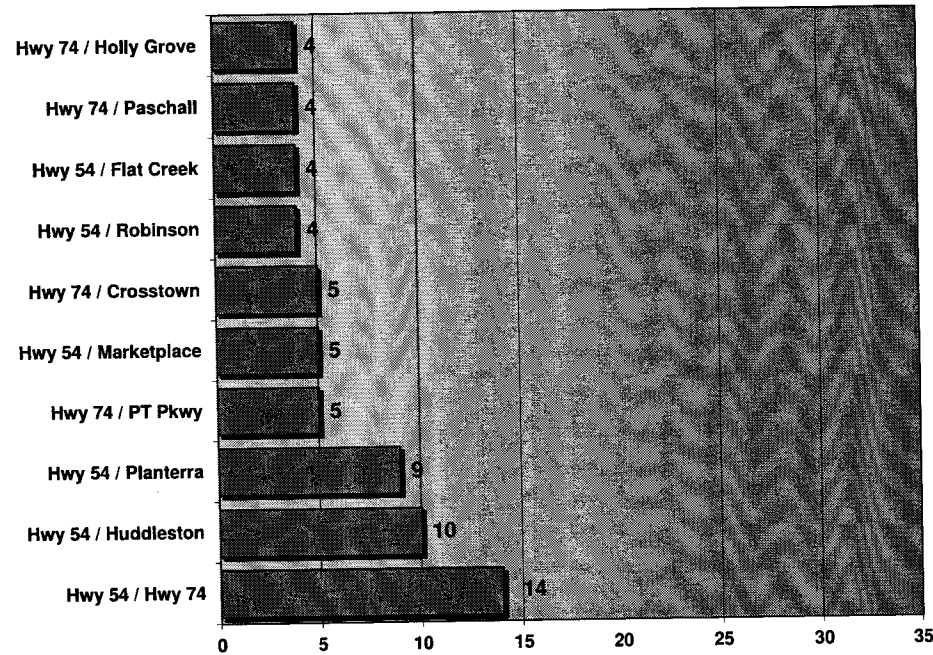
TRAFFIC:

CITATIONS ISSUED	601	545	1,786	1,794
CITY ORDINANCES	39	21	72	62
WARNINGS	715	625	2,189	1,773
ACCIDENTS	90	76	272	249

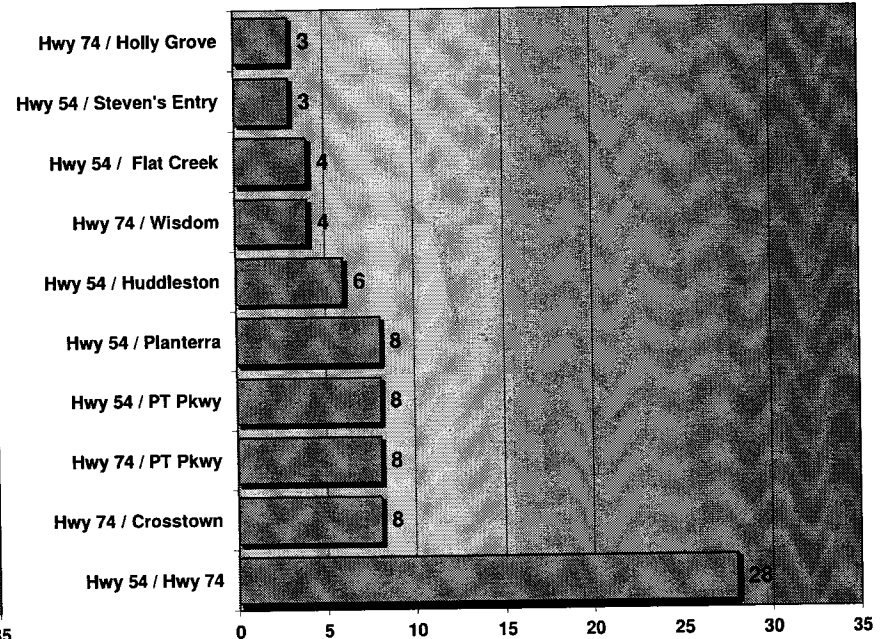
TOP TEN ACCIDENT LOCATIONS OF 2014 FIRST QUARTER

HWY 54 / HWY 74	14
HWY 54 / HUDDLESTON	10
HWY 54 / PLANTERRA	9
HWY 74 / PTREE PKWY-CRABAPPLE	5
HWY 54 / MARKET PL BLVD	5
HWY 74 / CROSSTOWN RD-TDK BLVD	5
HWY 54 / ROBINSON ROAD	4
HWY 54 / FLAT CREEK-WILLOWBEND ROAD	4
HWY 74 / PASCHALL RD-WILLOW RD	4
HWY 74 / HOLLY GROVE-ROCKAWAY ROAD	4

2014 Top 10 Collision Locations YTD



2013 Top 10 Locations YTD



Peachtree City Code Enforcement 1st Quarter Report 2014

	Jan - Mar 2014	Jan - Mar 2013	Apr - Jun 2014	Jul - Sep 2014	Oct - Dec 2014	2013 YTD
Case Summary						
Cleanliness of Premises (Grass)						
New Cases	14	5				5
NOVs Reactive	0	0				0
NOVs Proactive	12	5				5
Citations	0	0				0
Unfounded	2	0				0
Cleanliness of Premises (Trash)						
New Cases	90	126				126
NOVs Reactive	20	17				17
NOVs Proactive	57	101				101
Citations	2	1				1
Unfounded	12	7				7
Cleanliness of Premises (Auto)						
New Cases	47	54				54
NOVs Reactive	4	3				3
NOVs Proactive	39	44				44
Citations	1	0				0
Unfounded	3	7				7
Parking Restrictions						
New Cases	45	82				82
NOVs Reactive	11	14				14
NOVs Proactive	29	66				66
Citations	1	0				0
Unfounded	5	2				2
Accessory Use to Dwellings						
New Cases	33	54				54
NOVs Reactive	2	4				4
NOVs Proactive	29	46				46
Citations	1	0				0
Unfounded	2	4				4
Sign Violations						
New Cases	40	39				39
NOVs Reactive	4	2				2
NOVs Proactive	36	35				35
Citations	1	0				0
Unfounded	0	2				2
Rehabs						
New Cases	4	8				8
NOVs Reactive	4	2				2
NOVs Proactive	0	6				6
Citations	0	0				0
Unfounded	0	0				0
Miscellaneous						
New Cases	84	85				85
NOVs Reactive	33	22				22
NOVs Proactive	26	48				48
Citations	10	0				0
Unfounded	17	15				15
Totals						
New Cases	358	453				453
NOVs Reactive	79	64				64
NOVs Proactive	228	351				351
Citations	16	1				1
Unfounded	41	37				37
Stormwater Bill Delivery	148	33				33
Alarm Ordinance Letter	0	0				0
Signs Confiscated	243	149				149
Parks Checked	277	488				488

Public Works Quarterly Report

Activity Description	Unit	2nd Quarter 2014	FY2014 YTD	Annual Goal
Average time to complete vandalism repairs once notified	Days	1.0	1.5	3
Average time to respond to a citizen complaint and assign action	Days	3.1	2.8	5
Street Patching	Hrs.	119	172	2,500
Street Crack Sealing	Hrs.	0	68	435
Street General Maintenance	Hrs.	1,053	2,353	3,500
Storm Water Maintenance	Hrs.	1,031	2,300	8,000
Street Sweeping	Ft/MIs	356,928 / 68	5562,848 / 107	360
Cart Path Paving	Ft.	0	1,289	21,000
Cart Path Litter Removal	Hrs.	377	745	1,250
Time to remove trees on paths once reported	Days	1.0	1.0	2
Cart Path Drainage Maintenance	Hrs.	97	476	2,500
Cart Path General Maintenance	Hrs.	1,227	2,774	3,250
Average time to respond to traffic sign maintenance issues	Days	1.0	1.0	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	31	157	350
Time for contractor to remove trees once notified	Days	3.3	2.5	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	0.0	3.1	2
Time for contractor to remove dead animals and debris from road once notified.	Days	1.0	1.0	1
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	3.4	3.4	3
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	7.3	7.3	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	2.6	3.4	6
Ratio of time spent on preventative maintenance versus other repair items		2.3 TO 1		2 to 1
Sports Complex Maintenance	Hrs.	152	1,262	2,500
Parks General Maintenance	Hrs.	1,360	1,865	435
General Maintenance	Hrs.	845	1,565	2,000
Vandalism	Hrs.	16	16	0
Litter Removal	Hrs.	486	1,092	2,000
Building Maintenance	Hrs	1,158	2,198	2,500

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

Business Retention & Expansion Program Report:

March, 2014

- Attended meetings with Board of Education and local industry to discuss new industry/education options and offerings
- Worked with Company A on recruiting, hiring, and educational needs of workforce
- Assisting Company A with implementation of International internship program through various regional partners.
- Provided extensive assistance to Company B with acquisition of Federal contract opportunity.
 - Contacted key state and federal official on their behalf.
 - Lobbied for Company B's ability to earn specific business, for which they are the only Georgia firm qualified to perform this work.
- Currently working with two local firms to develop and launch an internship program. Assisting with location of qualified interns.
- Assisted regional partner firm with project to develop new internal business development programs that will benefit our local companies.
- Attended economic development partner meetings to establish a broader regional network.
- Met with regional partner firm to discuss future development/redevelopment potential.
- Coordinated expansion project assistance with regional partner firm, at no cost to Company A. Actively involved in expansion project development with Company A.
- Presented to City Council on Business Retention & Expansion program.
- Company C
 - Attended several meetings regarding contract issue with State of Georgia
 - Provided assistance with said issue
 - Coordinated with State partners and leadership to intervene on Company C's behalf
 - Continue discussions with Company C to lobby for this contract opportunity
- Organized and conducted Industry Operations Council
 - Attended by ten members of local industry
 - Hosted regional partner organization who presented to group on various expansion project offerings
 - As a result of this meeting/presentation, Company D will be utilizing these services for planning of future expansion project.

To note: Calpis Ribbon Cutting is scheduled for June 20.

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

March 2014 - 2

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
David Conner, Vice Chairman 10/07/10 - 09/30/16	14	14	13	1	3/10/2014	93%
Aaron Daily 10/10/11 - 09/30/14	14	14	13	1	6/10/2013	93%
Frank Destadio, Chairman 04/21/11 - 09/30/15	14	14	14	0		100%
Robert Napoli 10/01/12 - 09/30/15	14	14	13	1	10/14/2013	93%
Lynda Wojcik 02/23/09 - 09/30/16	14	14	13	1	4/8/2013	93%
Hayes Jones Alternate RESIGNED 2/16/14 10/01/13 - 09/30/14						

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

March 2014 - 1

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
David Conner, Vice Chairman 10/07/10 - 09/30/16	14	14	13	1	3/10/2014	93%
Aaron Daily 10/10/11 - 09/30/14	14	14	13	1	6/10/2013	93%
Frank Destadio, Chairman 04/21/11 - 09/30/15	14	14	14	0		100%
Robert Napoli 10/01/12 - 09/30/15	14	14	13	1	10/14/2013	93%
Lynda Wojcik 02/23/09 - 09/30/16	14	14	13	1	4/8/2013	93%
Hayes Jones Alternate RESIGNED 2/16/14 10/01/13 - 09/30/14						

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

March 2014

Term of Appointment

Report Date: Month Year

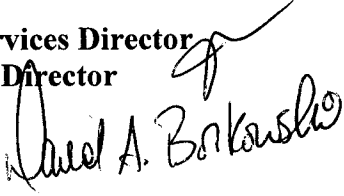
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Aaron Daily 10/10/11 - 09/30/14	14	14	13	1	6/10/2013	93%
Frank Destadio, Chairman 04/21/11 - 09/30/15	14	14	14	0		100%
Robert Napoli 10/01/12 - 09/30/15	14	14	13	1	10/14/2013	93%
Lynda Wojcik 02/23/09 - 09/30/16	14	14	13	1	4/8/2013	93%
Hayes Jones Alternate RESIGNED 2/16/14 10/01/13 - 09/30/14						

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Community Services Director
Public Services Director

FROM: City Engineer 

DATE: April 10, 2014

SUBJECT: Proposed revisions to Land Development Ordinance – Street Sign Materials
April 17, 2014 City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached ordinance revising the materials allowed to be used for street signs.

Discussion:

This agenda item is a housekeeping item. Staff has been using aluminum backing for all street signs and has been using brown, perforated, powder-coated breakaway posts for new and replacement sign installation. These materials are significantly more cost effective than previous materials. Staff recommends revising the ordinance and requiring future developments to use the same materials.

Budget Impact:

Funds are currently budgeted for sign materials in Public Works operating budget.

Attachment - Ordinance

AN ORDINANCE TO AMEND ARTICLE VIII OF THE PEACHTREE CITY LAND DEVELOPMENT ORDINANCE, AS AMENDED, TO PROVIDE FOR REQUIREMENTS FOR STREETS AND OTHER RIGHTS-OF-WAY; TO ESTABLISH DESIGN REQUIREMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

Section 1. Section 803 Design/Construction Standards, Subparagraph (f) other design requirements, item (10) traffic control signage and pavement markings, as amended, be further amended as follows:

Sec. 803. Design/construction standards.

(f) *Other design requirements.*

- (10) *Traffic control signage and pavement markings.* All streets shall have all necessary signs installed prior to acceptance as a city street. The signs shall be ~~a metallic~~ an aluminum backed sign a minimum of 1/8-inch thick, designed and installed as specified in the Manual on Uniform Traffic Control Devices, latest edition, published by the Federal Highway Administration. The signs shall be mounted to ~~four-inch by four-inch square pressure-treated timber posts~~ a two by two inch square, perforated, break-away assembly, powder coated brown, at least seven feet from grade (Detail in Detachment 1—Design Standards). The specifications and location of these signs shall be shown on the construction drawings submitted to the city.

All streets shall have the necessary pavement markings installed prior to acceptance as a city street. These markings shall be designed and installed in conformance with the Manual on Uniform Traffic Control Devices, latest edition, published by the Federal Highway Administration and applicable Georgia Department of Transportation standards and specifications. The specifications and pavement markings shall be shown on the construction drawings submitted to the city.

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

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this

ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

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

This _____ day of _____ 2014.

Vanessa Fleisch, Mayor

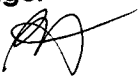
Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager

FROM: City Clerk 

DATE: April 11, 2014

SUBJECT: Consider Employee Holiday and Council Meeting Calendar
April 17, 2014, City Council Meeting

Recommendation:

That Council approve the following changes to the Employee Holiday schedule:

- Add Friday, December 26, 2014

That Council cancel the following regularly scheduled meetings in 2014 and early 2015:

- Thursday, July 3, 2014 (Closed Friday, July 4)
- Thursday, January 1, 2015 (Closed)

Discussion:

Due to the regular scheduling of employee holidays and City Council meetings on the first and third Thursday of each month, Council is asked to make schedule adjustments for conflicts. Considering these changes now will allow Council and employees to plan their personal schedules associated with the affected dates. Should City business require a meeting near any of the cancelled meeting dates, the Mayor can call a Special Called Meeting to address any unexpected issues.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
VIA: City Manager
FROM: Joe O'Connor, Fire Chief
DATE: April 9, 2014
SUBJECT: Consider Acceptance of GEMA FY2013 Homeland Security Grant - April 17, 2014 Council Meeting



Recommendation:

That the Mayor and Council authorize the acceptance of the FY 2013 Homeland Security Grant in the amount of \$10,000.00.

Discussion:

Peachtree City has been offered the opportunity to receive a grant from the Georgia Emergency Management Agency in the amount of \$10,000.00 from unexpended fiscal year 2013 Office of Domestic Preparedness, Homeland Security Grant funds for the purchase of supplies and equipment for the hazardous materials response team. Purchase of these items through this grant will benefit the response capability of the Multi-jurisdictional Hazardous Material Response Team, to which our Department is one of three partners with Fayette County Emergency Services and Fayetteville Fire Department.

Under the terms of this grant, Peachtree City will purchase these items for the benefit of the multi-jurisdictional team directly and seek 100% reimbursement through the grant.

Budget Impact:

There is no anticipated impact on the budget. Any funds expended are expected to be fully reimbursed under the terms of the grant.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James Pennington, City Manager
Paul Salvatore, Finance Director *P.S.*
Kelly Bush, Assistant Finance Director *KB*
Angela Egan, Purchasing Agent *KB*

FROM: H.C. "Skip" Clark II, Chief of Police *[Signature]*

DATE: April 11, 2014

SUBJECT: 2011 Citizen Corp Community Emergency Response Team Supplemental Grant (CERT)
Consent Agenda - City Council Meeting April 17, 2014

Recommendation:

The Police Department is requesting to accept a supplemental grant from the Georgia Emergency Management Agency in the amount of \$4,000.00.

Discussion:

These funds are a result of additional monies afforded to the Peachtree City CERT Program on behalf of the Georgia Emergency Management Agency. The monies come from unexpended funds from other state programs and will be considered under the 2011 grant already approved by the City.

Under the guidelines for this grant, these funds are for items such as medical supplies, promotional materials, training material, and includes general machinery/equipment maintenance and purchases. As a condition of the grant, the City must furnish expenditure documentation for the money spent. The Police Department has received previous grants that require this documentation and has been very diligent in this reporting requirement. In fact, the Peachtree City's accounting program was given accolades at a recent Citizen Corp Conference. The Peachtree City C.E.R.T. program was established in 2005. As of the date of this request, we have trained over 900 adult and young adults in disaster preparedness. If this grant is approved and received, we should be able to provide training to over 1000 citizens by the August of 2014.

Budget Impact:

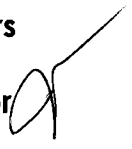
This grant will impact the Police Grants Fund by increasing both revenue and expenditures in the Grant Fund by the \$4,000.00. There are no matching funds required on behalf of the City.

HCC/slp

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Community Services Director 
City Manager

FROM: Planning and Zoning Administrator *David*

DATE: April 8, 2014

SUBJECT: Request by The LaSalle Group to lift the moratorium on multi-family housing, Lexington Circle, Tract 7 (4.71 acres)
April 14, 2014 City Council agenda

Recommendation:

Based on the appeal procedures outlined in Section 1404 of the Multi-Family Rezoning Moratorium (Attachment "A"), Staff is not authorized to make a recommendation to Council on the request to lift the multi-family moratorium.

Discussion:

The LUC-16 zoning ordinance for the Lexington Circle mixed-use development was adopted on March 16, 2000. The zoning established specific uses for the property, which did not include assisted living facilities.

The rezoning request followed the Zoning Procedures Law, as the meetings were properly advertised and Public Hearings were held where the request was considered.

The Development Agreement for Lexington Circle was approved on June 13, 2001, and included an Addendum identifying additional uses that would be permitted as well as those uses that would not be permitted. One of the permitted uses is a "hotel, motel and assisted living facility."

We cannot find records indicating the Development Agreement was presented to or voted on by the entire City Council. The document is not referenced in the LUC-16 zoning ordinance or mentioned within the meeting minutes associated with this rezoning request.

Request to lift multi-family moratorium

April 8, 2014

Page 2

Our records show the rezoning request followed the Zoning Procedures Law, as the meetings were properly advertised and Public Hearings were held where the request was considered.

We do not have any record where the approval of the Development Agreement following this same procedure. The LUC-16 zoning ordinance was amended in 2003 and 2004, but did not include the addition of assisted living as a permitted use, nor was the Development Agreement referenced in these meetings.

Based on this information, we do not believe the Development Agreement is valid or that assisted living units would be a permitted use within the LUC-16 zoning ordinance at this time.

The LaSalle Group has submitted a letter to the city (dated March 24, 2014) requesting that City Council lift the moratorium on multi-family housing for a proposed assisted living facility on Tract 7 (4.71 acres) within the overall Lexington Circle development (Attachment "B"). The subject tract is located at the HWY 54 and Walt Banks Road intersection.

The Applicant desires to construct a one-story, 34,000 SF building with 54 assisted living units specifically for Alzheimer's and Memory Care patients.

The language within the Moratorium does not authorize Staff to make a recommendation to Council regarding the request to lift the multi-family moratorium.

Should the moratorium be lifted, Staff will then amend both the LUC-16 zoning ordinance and the Development Agreement in accordance with the Zoning Procedures Law and present both of these documents to the Planning Commission and City Council for review and approval.

The Applicant and City Staff will be available at Thursday's meeting to answer questions pertaining to this request.

Budget impact:

There are no budget impacts associated with this request.

Attachments

THE LASALLE GROUP

March 17, 2014

To: David Rast
Peachtree City - Planning and Zoning Administrator
153 Willow Bend Road
Peachtree City, GA. 30269

From: Ilde Robles
The LaSalle Group - Regional Director of Development
3675 Crestwood Parkway
Suite 202
Duluth, GA. 30096

Subject: Lexington Circle – Tract 7: 4.71-Ac. (+/-) at the northwest corner of Floy Farr Blvd.
(S.R. 54) and Walt Banks Road (Fayette County PID # 0718-091)

Dear Mr. Rast,

The LaSalle Group is a family owned company with over 20 years developing assisted living communities throughout the nation. We are planning to develop an assisted living community at the subject Lexington Circle property. The proposed community will provide assisted living services to up to 52 senior-adult residents in a one-story building with approximately 34,000 sq.-ft. When stabilized, the community is expected to have around 30 employees. My understanding is that the subject property is zoned LUC-16 and assisted living is included in the Development Agreement of Lexington Circle that was approved by the City in June of 2001. However, as you have indicated, the LUC-16 zoning ordinance has not been amended to include assisted living as a permitted use.

With this letter, we are requesting the City to officially include assisted living as a permitted use in the LUC-16 zoning ordinance. We are also requesting the City to allow an additional driveway on Walt Banks Road to provide direct ingress and egress to the subject property, as shown on the attached conceptual site plan. The additional driveway will make it easier for people to get to our community.

I look forward to continue working with you on the approval process of the proposed community. If you want to discuss this further, I can be reached at 770-403-8517.

Respectfully,

Ilde Robles
Regional Director of Development

www.LaSalleGroup.com
Home Office: (214) 845-4500 • Toll Free: (800) 452-7255 • Facsimile: (214) 845-4501
545 E. John Carpenter Freeway, Suite 500 • Irving/Las Colinas, TX 75062

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Community Services Director
Financial Services Director 

FROM: Planning and Zoning Administrator *David*

DATE: April 8, 2014

SUBJECT: Comprehensive Plan – Partial Plan Update (2014)
April 17, 2014 City Council Agenda

Recommendation:

That Council approve the attached Transmittal Resolution and authorize Staff to forward this document to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA) for review.

Discussion:

Staff has completed an update to our Short Term Work Program (STWP), Capital Improvements Element (CIE) and an Annual Impact Fee Financial Report as required by the Georgia Planning Act of 1989. These documents will supplement the information submitted in 2007 as a part of our Partial Plan update.

The Partial Plan Update included a summary of the Goals and Objectives identified in the 1992 Comprehensive Plan, an analysis of the consistency of the city's comprehensive plan in comparison with the Quality Community Objectives identified by DCA, a section identifying areas of the city where special attention will be needed to assist in developing or redeveloping specific areas of the city, and a Short Term Work Program identifying specific projects to be implemented to meet the goals and objectives identified within the plan.

Budget Impact:

There is no budget impact associated with the adoption of this document.

Attachment

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PEACHTREE CITY
AUTHORIZING THE TRANSMITTAL OF THE PARTIAL PLAN UPDATE OF THE
PEACHTREE CITY COMPREHENSIVE PLAN
TO THE ATLANTA REGIONAL COMMISSION FOR REVIEW.**

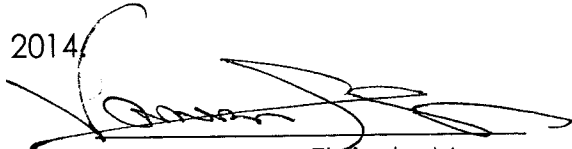
WHEREAS, the City of Peachtree City has completed the Partial Plan Update to the city's Comprehensive Plan and associated Short Term Work Program (STWP) in accordance with the revised Local Planning Standards as adopted by the Georgia Department of Community Affairs (DCA); and

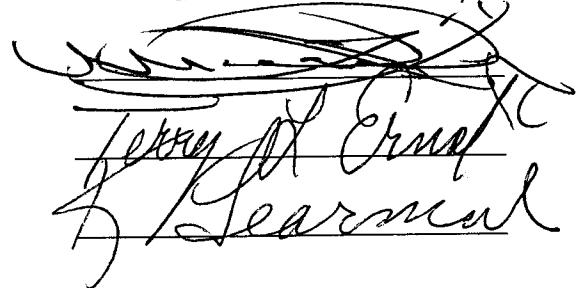
WHEREAS, the City of Peachtree City recently adopted an updated Short Term Work Program (STWP) and Capital Improvements Element (CIE) in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

WHEREAS, the City of Peachtree City must continue to submit the Annual Impact Fee Financial Report in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989.

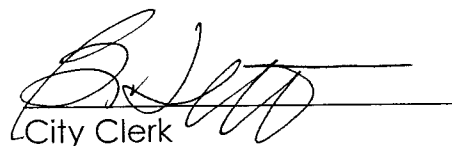
BE IT THEREFORE RESOLVED, the Mayor and Council of the City of Peachtree City do hereby submit the Partial Plan Update and associated Short Term Work Program to the Atlanta Regional Commission for review, as per the requirements of the Georgia Planning Act of 1989.

SO RESOLVED, this 17th day of April, 2014.


Vanessa Fleisch, Mayor


Jerry D. Ernst
City Council

Attest:


City Clerk

CITY OF PEACHTREE CITY
Short Term Work Program (2014 - 2018)

Project or activity	Calendar Year					Responsible party	Cost estimate	Funding source
	2014	2015	2016	2017	2018			
Community facilities								
Update Multi-use Path System Master Plan	X					Planning, Engineering	Staff time	General Fund
Update Impact Fee Methodology Report and Impact Fee Ordinance	X			X		Planning, Engineering, Recreation, Fire/ EMS	Staff time	General Fund
Update Recreation Master Plan	X					Planning, Recreation	Staff time	General Fund
Update Community Facilities Master Plan		X				Fire/EMS, Police	Staff time	General Fund
Update Comprehensive Plan (full update)			X	X		Planning	Staff time	General Fund
Update Solid Waste Management Plan			X	X		Engineering	Staff time	General Fund
Economic development								
Continue to research and apply for grant funding through GDOT, ARC and other state agencies to assist in implementing transportation, aesthetic and planning enhancements throughout the city	X	X	X	X	X	Planning, Engineering	Staff time	General Fund
Develop plan and ordinances for redevelopment of aging residential and retail areas	X	X	X			Planning	Staff time	General Fund
Update Land Development and Zoning ordinances to encourage redevelopment opportunities	X	X	X			Planning	Staff time	General Fund
Housing								
Evaluate Housing Study to determine what types of housing opportunities might be needed within the city.		X	X	X		Planning	Staff time	General Fund

Project or activity	Calendar Year					Responsible party	Cost estimate	Funding source
	2014	2015	2016	2017	2018			
Land use								
Coordinate with Fayette County and surrounding jurisdictions to monitor development within water supply watersheds	X	X	X	X	X	Engineering	Staff time	General Fund
Coordinate with Fayette County and surrounding jurisdictions to develop strategy for monitoring growth, traffic, land use and transportation issues	X	X	X	X	X	Planning, Engineering	Staff time	General Fund
Develop standards for the redevelopment of existing retail and commercial areas to include the inclusion of mixed-use and housing components	X	X				Planning	Staff time	General Fund
Natural and historic resources								
Update floodplain and watershed maps	X	X				Engineering	Staff time	General Fund
General planning								
Update STWP and CIE to ensure compliance with state mandates	X	X	X	X	X	Planning	Staff time	General Fund
Encourage training for Planning Commission members	X	X	X	X	X	Planning	Staff time	General Fund
Evaluate file retention system based on state requirements	X	X	X	X	X	All departments	Staff time	General Fund
Coordinate with ARC, GRTA, GCA and local jurisdictions regarding planning and transportation-related issues	X	X	X	X	X	Planning	Staff time	General Fund

CITY OF PEACHTREE CITY
Capital Improvements Element (2014 - 2018)

Capital Improvements Element (2014 - 2018)									
Project or activity	Fiscal Year					Responsible party	Cost estimate	Funding source	
	2014	2015	2016	2017	2018				
Public Services									
Sand Pro #5323 - drag infields (replace)	X					Public Services	\$27,000	General fund/ lease purchase	
Bobcat skid steer loader	X					Public Services	\$50,000	General fund/ lease purchase	
4x6 Gator utility vehicle	X					Public Services	\$50,000	General fund/ lease purchase	
F-150 pick-up (replace)	X					Public Services	\$32,000	General fund/ lease purchase	
Flat Creek Bridge (parapet, guardrail, piling)	X					Public Services	\$225,695	GO Bond (General fund)	
TDK bridge over CSX railroad (repair abutment)	X					Public Services	\$54,000	GO Bond (General fund)	
Spear Road culverts (re-line)	X					Public Services	\$129,134	GO Bond (General fund)	
Kelly Drive bridge over Flat Creek (piles and caps)	X					Public Services	\$19,000	GO Bond (General fund)	
Peachtree Parkway bridge over Lake Kedron (piles)	X					Public Services	\$76,000	GO Bond (General fund)	
Lake Peachtree bridge (railing replacement)	X					Public Services	\$44,000	GO Bond (General fund)	
Smokerise Trace bridge over Flat Creek (piles and caps)	X					Public Services	\$34,000	GO Bond (General fund)	
Smokerise Trace bridge over Kedron Creek (piles)	X					Public Services	\$63,000	GO Bond (General fund)	
Tractor with loader (replace)	X					Public Services	\$25,000	General fund/ lease purchase	
F350 dump truck (replace)	X					Public Services	\$42,000	General fund/ lease purchase	
L9000 tandem dump truck (replace)		X				Public Services	\$120,000	General fund/ lease purchase	
Leeboy asphalt spreader (replace)			X			Public Services	\$75,000	General fund/ lease purchase	
Bituminous tack distributor			X			Public Services	\$35,000	General fund/ lease purchase	
Tractor (replace)				X		Public Services	\$21,500	General fund/ lease purchase	
Community Services									
All Children's Playground surface cap	X					Leisure Services	\$42,000	Facilities Bond	
Clover Reach pool demolition	X					Leisure Services	\$87,348	Facilities Bond	
Kedron Aquatic Center wall restoration	X					Leisure Services	\$182,068	Facilities Bond	
Kedron Rink structural improvements	X					Leisure Services	\$330,336	Facilities Bond	

Project or activity	Fiscal Year					Responsible party	Cost estimate	Funding source
	2014	2015	2016	2017	2018			
Tennis Center - clubhouse roof replacement	X					Leisure Services	\$175,243	Facilities Bond
Tennis Center - resurface outdoor courts	X					Leisure Services	\$36,000	Facilities Bond
Tennis Center - awning replacement	X					Leisure Services	\$32,000	Facilities Bond
Tennis Center - exterior painting	X					Leisure Services	\$20,000	Facilities Bond
Public Safety Services								
Fire/ EMS								
Replace vehicle - Assistant Fire Chief/ Operations	X					Public Safety Services	\$36,750	General fund/ lease purchase
Replace 2 pick-up w 1 vehicle (Fire Marshal)	X					Public Safety Services	\$36,750	General fund/ lease purchase
Patient Handling System	X					Public Safety Services	\$31,892	General fund/ lease purchase
Burn Building railings/ sealant	X					Public Safety Services	\$32,000	General fund/ lease purchase
Quint (replace)		X				Public Safety Services	\$1,035,822	General fund/ lease purchase
Mini pumper (replace)		X				Public Safety Services	\$300,000	General fund/ lease purchase
Ford Expedition - Assistant Fire Chief/ Training (replace)		X				Public Safety Services	\$38,588	General fund/ lease purchase
Ford F-150 - Assistant Fire Marshal (replace)		X				Public Safety Services	\$38,588	General fund/ lease purchase
Ford F-150 - Fire Marshal (replace)			X			Public Safety Services	\$40,517	General fund/ lease purchase
B/ C training vehicle			X			Public Safety Services	\$40,517	General fund/ lease purchase
Medic 82 - remount			X			Public Safety Services	\$183,528	General fund/ lease purchase
Tower 8 - replace			X			Public Safety Services	\$1,291,596	General fund/ lease purchase
Ford Expedition - Fire Chief (replace)				X		Public Safety Services	\$42,543	General fund/ lease purchase
Medic unit remount				X		Public Safety Services	\$194,540	General fund/ lease purchase
Haz-Mat 8 (replace)				X		Public Safety Services	\$500,000	General fund/ lease purchase
Police								
Vehicle fleet replacement (9 at \$56,500)	X					Public Safety Services	\$508,500	General fund/ lease purchase
Records Management System	X					Public Safety Services	\$304,311	General fund/ lease purchase
Vehicle fleet replacement (9 at \$49,500)		X				Public Safety Services	\$445,500	General fund/ lease purchase
Unmarked police vehicle replacement (2 @ \$29,500)		X				Public Safety Services	\$59,000	General fund/ lease purchase
Vehicle fleet replacement (10 at \$49,500)			X			Public Safety Services	\$495,000	General fund/ lease purchase

Project or activity	Fiscal Year					Responsible party	Cost estimate	Funding source
	2014	2015	2016	2017	2018			
Unmarked police vehicle replacement (3 @ \$29,500)			X			Public Safety Services	\$88,500	General fund/ lease purchase
Transport van with insert			X			Public Safety Services	\$54,000	General fund/ lease purchase
Vehicle fleet replacement (6 at \$49,500)				X		Public Safety Services	\$297,000	General fund/ lease purchase
Administrative Services								
Cityside ERP System	X					Administrative Services	\$350,000	General fund
Network Infrastructure (Phase 3)	X					Administrative Services	\$132,325	General fund

City of Peachtree City						
Public Facility	Parks/Recreation	Libraries	Police	Fire	Administrative Fees	TOTAL
Service Area						
Impact Fee Fund Balance at September 30, 2012	\$ 149,267	\$ 15,971	\$ 51,991	\$ 353,043	\$ -	\$ 570,272
Impact Fees Collected in Fiscal Year 2013	-	-	10,173	69,805	2,268	82,246
Accrued Interest	58	6	24	164	-	252
FY 2013 (Administrative/Other Costs)	-	-	-	-	(2,268)	(2,268)
(Impact Fee Refunds)	-	-	-	-	-	-
(Project Expenditures)	-	-	-	-	-	-
Impact Fee Fund Balance at September 30, 2013	\$ 149,325	\$ 15,977	\$ 62,188	\$ 423,012	\$ -	\$ 650,502
Impact Fees Encumbered	\$ 149,325	\$ 15,977	\$ 62,188	\$ 423,012	\$ -	\$ 650,502

City of Peachtree City

Capital Improvement Projects Updated for FY 2013

Project Description	Public Facility: Service Area:	Parks/Recreation							
		Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2013	Impact Fees Encumbered through FY 2013	Status/ Remarks
Parks & Recreation		FY 2010	FY 2027	\$ 3,021,612	98.44%	Property Taxes	\$ -	\$ 149,325	
							-	-	
							-	-	
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED				\$ 3,021,612			\$ -	\$ 149,325	

City of Peachtree City

TOTAL OF COSTS, EXPENDITURES
& IMPACT FEES ENCUMBERED

City of Peachtree City

Capital Improvement Projects Updated for FY 2013

Project Description	Public Facility: Service Area:		Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2013	Impact Fees Encumbered through FY 2013	Status/ Remarks
	Project Start Date	Project End Date						
Police	FY 2010	FY 2027	\$ 450,910	100.00%	N/A	\$ -	\$ 62,188	
						-	-	
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 450,910			\$ -	\$ 62,188	

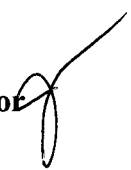
City of Peachtree City								
Capital Improvement Projects Updated for FY 2013								
Project Description	Public Facility: Service Area:	Fire		Percentage of Funding from Impact Fees	Other Funding Sources Property Taxes	Expenditures for FY 2013	Impact Fees Encumbered through FY 2013	Status/ Remarks
		Project Start Date	Project End Date					
Fire Protection		FY 2010	FY 2027	\$ 3,166,507	96.82%	\$ -	\$ 423,012	
						-	-	
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED				\$ 3,166,507		\$ -	\$ 423,012	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: James L. Pennington, City Manager
Paul Salvatore, Financial Services Director

FROM: Jonathan N. Rorie, Community Services Director 

DATE: April 11, 2014

SUBJECT: Revisions and Updates to City Impact Fee Program
April 17, 2014 City Council Meeting

Recommendation:

Staff recommends that Council authorize the Mayor to enter into a not-to-exceed contract with Ross+associates in the amount of \$21,200 to re-evaluate our existing development impact fee ordinance as well as preparing an updated and revised impact fee ordinance and impact fee schedule. It is understood this is a sole-source contract for professional services.

Discussion:

The city's impact fee ordinance was originally adopted on August 6, 1992 and revised through the years to keep up with development changes. Ross+associates completed the last update in 2009, but changes in the economy necessitate the need for current revisions and updates. The state has established stringent guidelines as to how impact fees can be collected and what these funds can be used for. Because this is such a specialized and detailed process, Ross+associates prepared a proposal to review existing impact fee program for compliance, fee schedules, public facilities categorical review, etc. and prepare an updated impact fee program for City Council approval which would assess impact fees for residential, retail, commercial and industrial growth.

Budget impact:

This review is a budgeted item for FY 2014. Staff recommends council award a contract amount of \$21,200 to Ross+associates for a complete update of the City's Impact Fee Program.

April 11, 2014

David Rast, Planning and Zoning Administrator
Peachtree City Planning Department
153 Willowbend Road
Peachtree City, Georgia 30269

RE: Peachtree City Impact Fee Program Update

Mr. Rast,

Thank you for the opportunity to propose consulting services to Peachtree City regarding the preparation of a complete update of the City's Impact Fee Program.

Our services would include advice and assistance to the City regarding the preparation of an update of the 2009 Impact Fee Methodology Report, revised impact fee calculations, an amended Capital Improvements Element, and the preparation of a revised impact fee schedule to be used as an amendment to the existing Impact Fee Ordinance. The results of our proposed services will be the completion of an updated impact fee program for the City meeting all legal and administrative requirements. In addition, the amended CIE will conform to DCA requirements for inclusion in the City's Comprehensive Plan.

Our assistance would include the following items:

1. Review of and revisions to the public facilities projects in the current impact fee program, with specific attention to possible changes in any or all of the four public facility categories (libraries, fire protection, police, and parks and recreation), and including any applicable updates to the projects and estimated costs in any of these public facility categories.
2. An updated Impact Fee Methodology Report will be prepared, including new impact fee calculations which will reflect any necessary changes in the following areas:
 - a. Population, dwelling unit and employment projections to 2030 for the City;
 - b. Tax digest forecasts;
 - c. Project cost estimates and actual costs for completed projects;
 - d. Project 'start' dates;
 - e. Funding strategies, including funding from other sources (such as SPLOST); and,
 - f. The calculation of 'net present value' for any and all dollar amounts, reflecting the Consumer Price Index and ENR's Construction Cost Index.
3. Attendance at one City Council work session to review proposed changes to the Methodology Report, which then will be finalized reflecting their comments.
4. Preparation of an amended CIE based on the finalized Methodology Report.
5. Attendance at one public hearing before the City Council on transmittal of the amended CIE.

6. Review of comments from DCA or the Atlanta Regional Commission (if any).
7. Preparation of an updated impact fee schedule for use as an amendment to the existing Impact Fee Ordinance, as required.
8. Attendance at one meeting of the City Council to adopt the amended CIE and amended Impact Fee Ordinance fee schedule.
9. Delivery of the final adopted version of the CIE, to be forwarded to ARC by staff.
10. Such additional services that the City may specifically request.

Our compensation would be billed on a lump sum basis for items 1 through 9 above, at a total not to exceed \$21,200.¹ Additional services requested by the City under item 10, if any, would be invoiced on an hourly basis for professional and travel time plus reimbursement for the direct cost of normal and related expenditures at our standard hourly rates, as mutually agreeable between us at the time such additional services are requested. As an alternative, additional services may be negotiated on a lump sum basis at the City's option when appropriate to the work to be performed.

Invoices will be submitted no more often than once each month, and will be payable within thirty days of receipt. Each invoice will be based on the percent of the work completed during the preceding month and, if additional services were performed at the City's request, will be accompanied by an itemized report on time expended and reimbursable expenses (or percent complete for lump sum services).

You may terminate this agreement in writing at any time, or we may mutually agree to amend it depending on the requirements of the project. In any event, the terms of our agreement will lapse one year from the date of approval of this letter agreement unless extended by our mutual consent.

We understand that time is of the essence on this project. Assuming initiation of the project by May 1, the following is proposed as an expedited schedule:

1. Project initiation and organization – May 1, 2014.
2. Work items 1 (data gathering), 2 (Methodology Report update) and 3 (work session) completed – May - August. Note that data gathering relies heavily on City staff and data availability, which may create delays if not provided in a timely manner.
3. Work item 4 (updated CIE) – August - September.
4. Work item 5 (public hearing and transmittal of CIE) – September. Note that there is a built-in 45-to-60-day review period by ARC and DCA before the new CIE and resulting fee schedule could be adopted. If the City holds a public hearing to authorize ARC review in September, the new fee schedule could be adopted in December.
5. Work item 6 (review and response to ARC/DCA comments), if any – October - November.

¹ Bear in mind that the work described here qualifies as administration of the impact fee program, and can be funded through the 'administration' surcharge already included in the City's impact fee collections at no further cost to the City.

6. Work item 7 (updated Impact Fee Schedule) – by November. The updated Impact Fee Schedule would be completed while the amended CIE is under ARC/DCA review.
7. Work item 8 (adoption) -- Adoption of the final fee schedule (as an amendment to the Impact Fee Ordinance), including any required public hearings, would be handled by City staff such that the CIE Amendment and the Fee Schedule could be adopted at the same meeting (targeted for December).
8. Work item 9 (final delivery) – December. The CIE Amendment will be finalized as adopted and delivered to the City for transmittal to ARC.

Under this schedule, the impact fee program can be updated and adopted within an 8-month time frame from authorization to proceed. This is an aggressive schedule, but doable because of our familiarity with the City and DCA requirements, and past experience in other jurisdictions.

I look forward to working with you and the City Staff on this project, and completion by the end of the year (pending timely staff input and review by ARC/DCA).

Sincerely,



William F. Ross

If this proposal is acceptable to the City, please sign one copy and return it to us at the address below as our authorization to proceed.

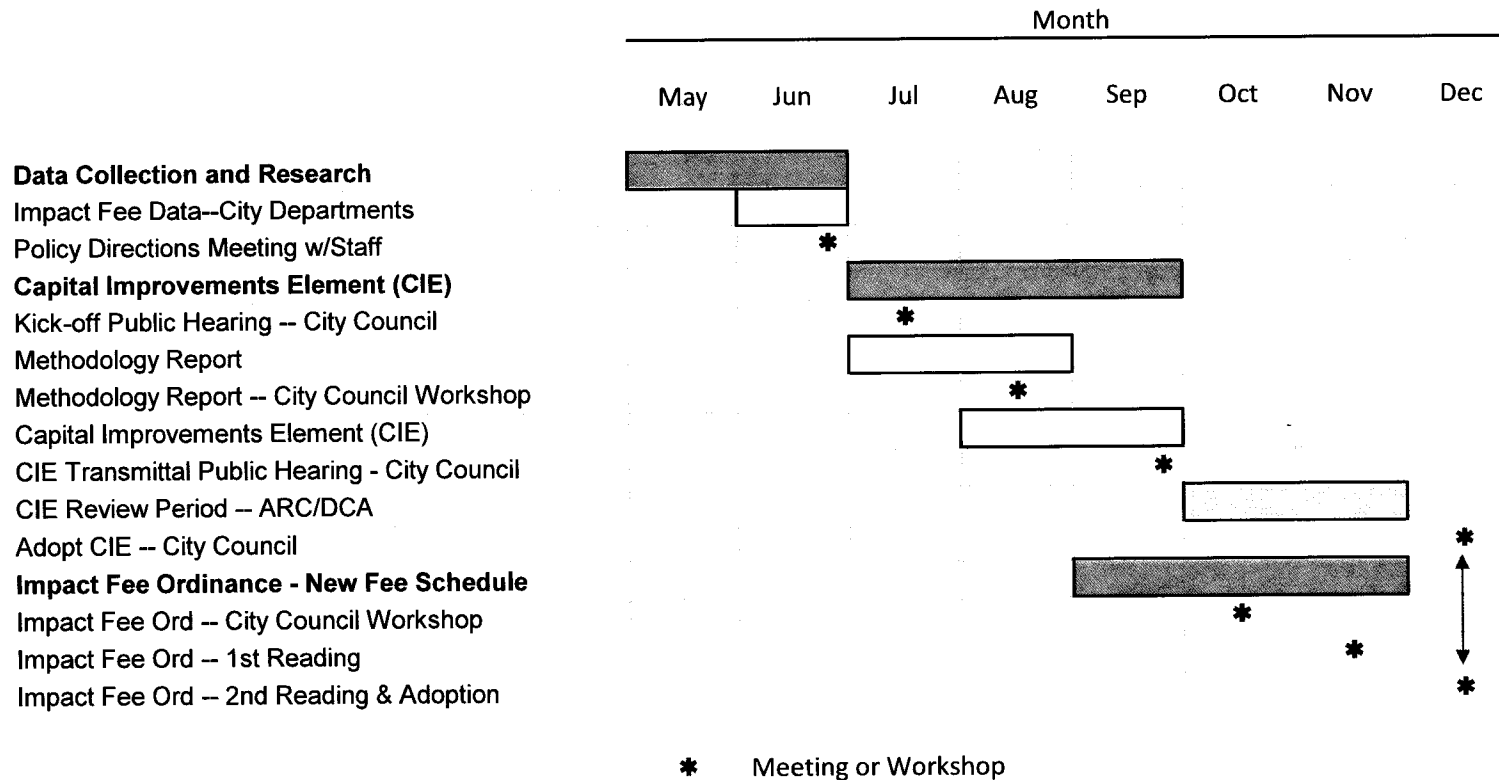

Hon. Vanessa Fleisch, Mayor, Peachtree City, GA

April 17, 2014
Date

ATTEST:


Clerk to the City

Preliminary Schedule of Key Events Peachtree City Impact Fee Program Amendment Kick-off to Adoption



SUMNER | MEEKER
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

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

TO: City Council
City of Peachtree City

FROM: Theodore P. Meeker, III 
City Attorney

DATE: April 11, 2014

RE: Use of eminent domain to acquire stormwater easements at 110
Wynnmeade, 113 Wynnmeade and 301 Glen View Drive

Attached are three (3) Resolutions and Declarations of Taking which authorize the use of eminent domain proceedings to acquire stormwater easements for the Wynnmeade project and the Preston Chase project.

The owners of 301 Glen View Drive and 113 Wynnmeade have agreed to the compensation for the easement, but their lenders have been non-responsive. As a result, we will need to file a "friendly" condemnation to obtain title to the easement. With respect to 110 Wynnmeade, the property owner has been contacted repeatedly to acquire the necessary easements. To date, there has been no response.

The easements have been appraised, and the value will be deposited with the Court upon the filing of the Petition.

Staff has viewed the use of eminent domain as a last resort to obtain the easements. In order to proceed with this project and maintain the desired time line, acquiring the easements via this process is necessary.

TPM/kg

Resolution No. _____

ORDER AND RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the stormwater collection system in the Wynnmeade Subdivision needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of Wynnmeade Parkway Drainage Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:	110 Wynnmeade Parkway, <u>186.00 SF</u> Permanent Easement, as designated on plat attached hereto as Exhibit "A", and <u>382.00 SF</u> Temporary Construction Easement as designated on plat attached hereto as Exhibit "B"
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Attachment:	Exhibit "A" – permanent easement Exhibit "B" – temporary easement
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Owner/:	JOHN WRIGHT
Interested Party	BANK OF AMERICA, N.A. JP CHASE MORGAN BANK

NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that the easements and other rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just

compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this _____ day of _____, 2014.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing _____ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the _____ day of _____, 2014, as same applied to the tract or parcel of land described in said _____ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this _____ day of _____, 2014.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia

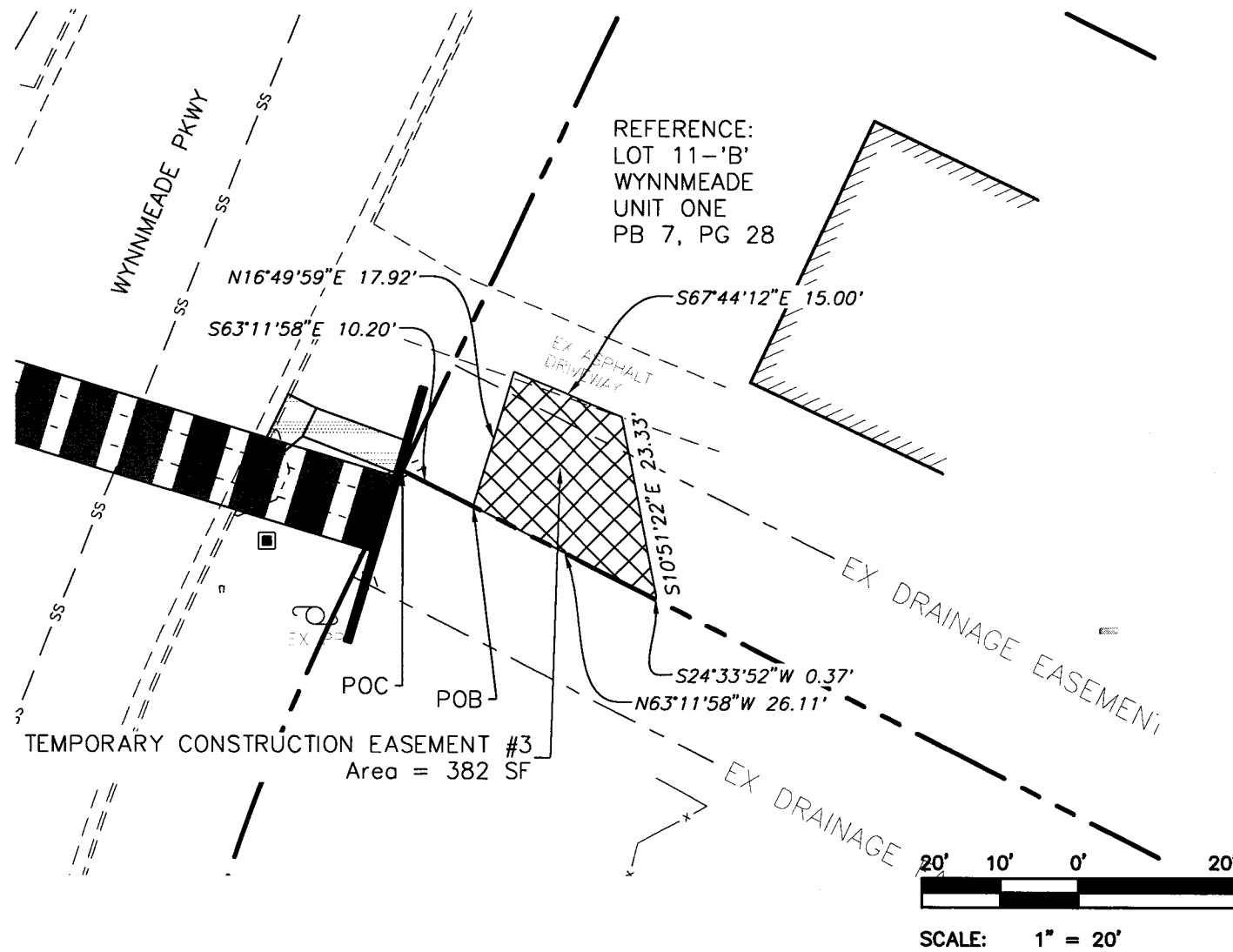


EXHIBIT A
110 WYNNMEADE PARKWAY
TEMPORARY CONSTRUCTION
EASEMENT

EASEMENT EXHIBIT
FOR
WYNNMEADE PARKWAY DRAINAGE
IMPROVEMENTS
PEACHTREE CITY, GEORGIA



INTEGRATED
Science & Engineering

1039 SULLIVAN ROAD, SUITE 200, NEWNAN, GEORGIA 30265
(P) 678.552.2106 (F) 678.552.2107
ATLANTA / SAVANNAH

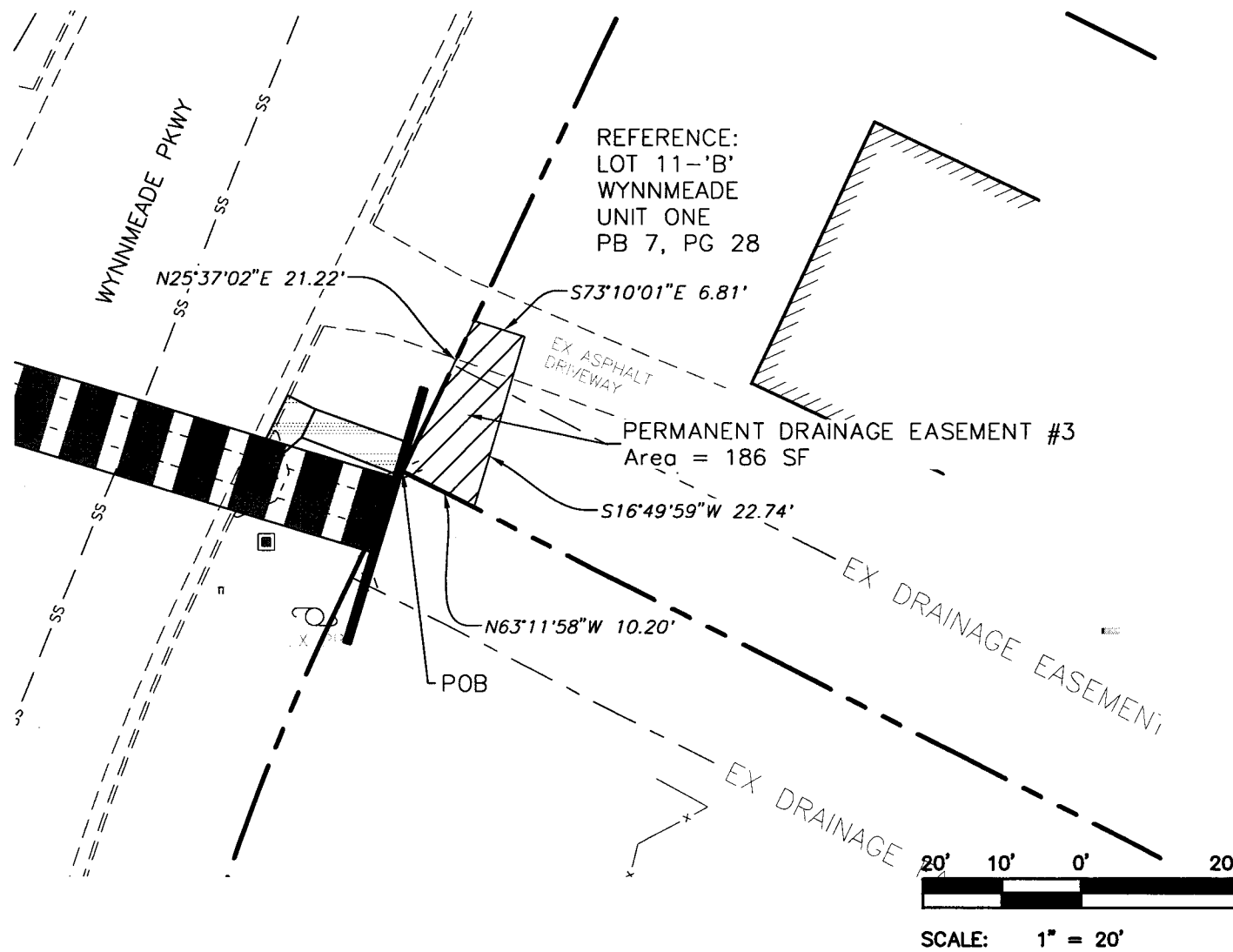


EXHIBIT A
110 WYNNMEADE PARKWAY
PERMANENT DRAINAGE
EASEMENT

EASEMENT EXHIBIT
FOR
WYNNMEADE PARKWAY DRAINAGE
IMPROVEMENTS
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1039 SULLIVAN ROAD, SUITE 200, NEWNAN, GEORGIA 30265
(P)678.552.2106 (F)678.552.2107
ATLANTA/SAVANNAH

**DECLARATION OF TAKING
110 Wynnmeade Parkway
CITY OF PEACHTREE CITY, GEORGIA
WYNNMEADE PARKWAY DRAINAGE IMPROVEMENT**

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted _____, 2014, there was declared the public purpose of and necessity for acquisition of a permanent easement in that certain parcel of land, identified as 110 Wynnmeade Parkway on Construction Plans for WYNNMEADE PARKWAY DRAINAGE IMPROVEMENT, as prepared by Integrated Science & Engineering, Inc. dated April, 2012, together with a temporary construction easement;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$273.00 to be made to the property owner of record, John Wright, and other holders of legal interests therein as shown by an examination of record title; however, no response was made to such offer;

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted _____, 2014, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a permanent easement (having an area of 186.00 sq. ft.), together with a temporary construction easement (having an area of 382.00 sq.ft.), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$273.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B". The temporary construction easement shall terminate by operation of law on the first anniversary of the filing of this Declaration of Taking.

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, title to the property, in fee simple or such lesser interest as is specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This _____ day of _____, 2014.

CITY OF PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest: _____
Ann E. Tyler, City Clerk

(SEAL)

Resolution No. _____

ORDER AND RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the stormwater collection system in the Wynnmeade Subdivision needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of Wynnmeade Parkway Drainage Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:	113 Wynnmeade Parkway, <u>813.00 SF</u> Permanent Easement, as designated on plat attached hereto as Exhibit "A", and <u>1,026.00 SF</u> Temporary Construction Easement as designated on plat attached hereto as Exhibit "B"
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Attachment:	Exhibit "A" – permanent easement Exhibit "B" – temporary easement
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Owner/:	DONALD R. SIMS
Interested Party	MARIE D. SIMS JP MORGAN CHASE BANK

NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that the easements and other rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just

compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this _____ day of _____, 2014.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

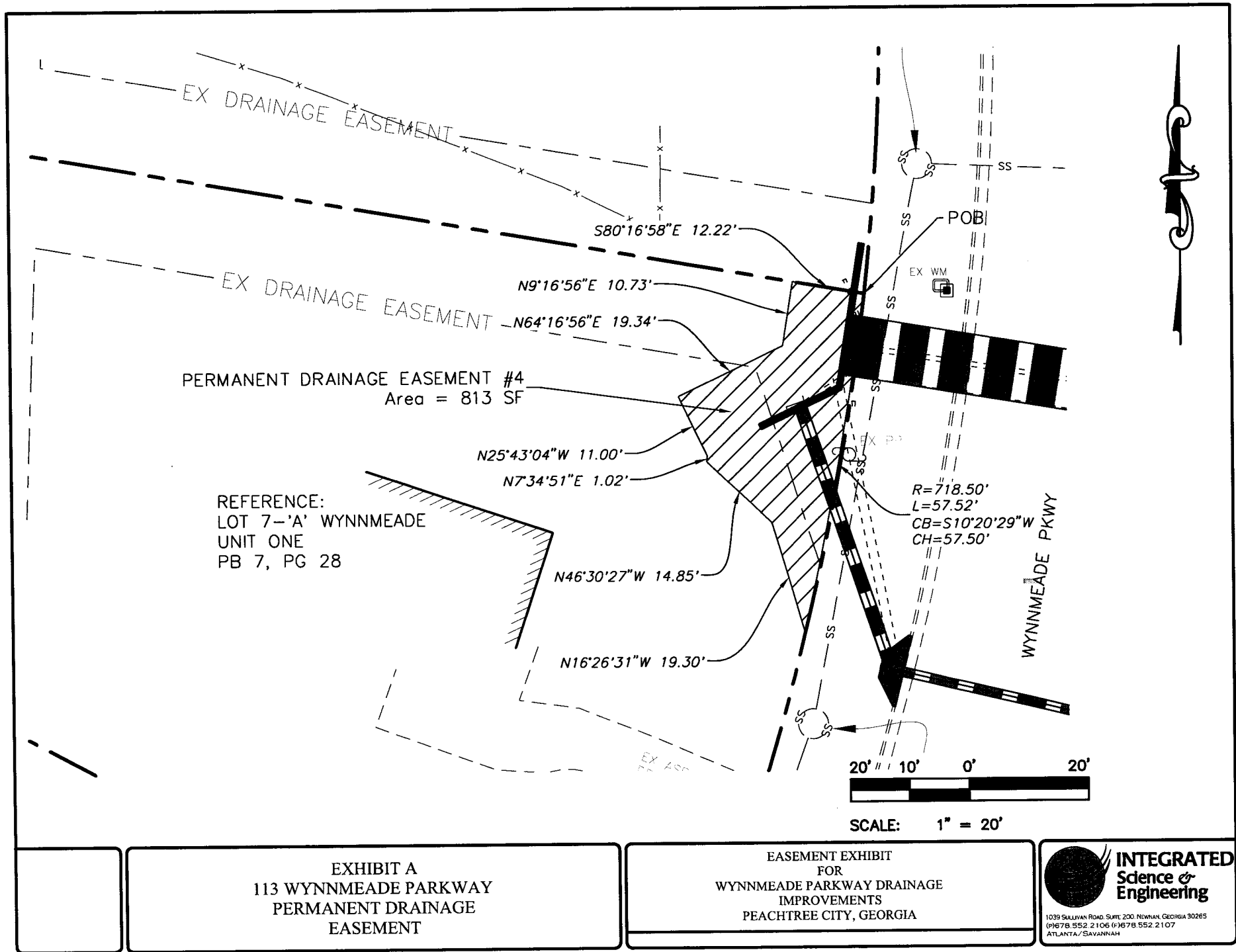
GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing _____ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the _____ day of _____, 2014, as same applied to the tract or parcel of land described in said _____ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this _____ day of _____, 2014.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia





City Council of Peachtree City
REVISED AGENDA
April 17, 2014
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Proclamation for Relay For Life - CAF - Bob Grove & Mike Boarna
 - Proclamation for WW II Heritage Days - Debi & Shanna Heaton
 - Recognize Will Harbin - 15 Years of Service
 - Recognize Stan Pye - Supervisor of the Quarter
 - Statement of Support for Peachtree City Fire Department
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - April 3, 2014, Regular Meeting Minutes *approved 4-0*
- VII. Monthly Reports *- no Cmts*
- VIII. Consent Agenda
 - 1. Consider Amendment to Land Development Ordinance - Sign Post Materials *approved 4-0*
 - 2. Consider Employee Holiday & Council Meeting Calendar
 - 3. Consider Acceptance of GEMA Grant - Fire Department
 - 4. Consider Acceptance of GEMA Grant - Police Department *approved 4-0*
 - 5. Consider Agreement with KPTCB
- IX. Old Agenda Items
 - 04-14-03 Public Hearing - Consider Lifting Moratorium on Multi-Family Housing for *motion to deny*
Proposed Assisted Living Facility, Lexington Circle Tract *approved 4-0*
Applicant desires to construct freestanding assisted living facility in Lexington Circle
- X. New Agenda Items
 - 04-14-06 Public Hearing - Consider Adoption of Transmittal Resolution Authorizing Staff to Forward 2014 Partial Plan Update to ARC *approved 4-0*
Annual updates to Short Term Work Program, Capital Improvements Element and Development Impact Fee Report
 - 04-14-07 Consider Revisions and Updates to City's Impact Fee Program *approved 4-0*
 - 04-14-08 Consider Use of Eminent Domain to Acquire Stormwater Easements at 110 Wynnmeade, 113 Wynnmeade, and 301 Glen View Drive *- approved 4-0*
- XI. Council/Staff Topics
 - Hot Topics Update
- XII. Executive Session

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

**DECLARATION OF TAKING
113 Wynnmeade Parkway
CITY OF PEACHTREE CITY, GEORGIA
WYNNMEADE PARKWAY DRAINAGE IMPROVEMENT**

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted _____, 2014, there was declared the public purpose of and necessity for acquisition of a permanent easement in that certain parcel of land, identified as 113 Wynnmeade Parkway on Construction Plans for WYNNMEADE PARKWAY DRAINAGE IMPROVEMENT, as prepared by Integrated Science & Engineering, Inc. dated April, 2012, together with a temporary construction easement;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$954.00 to be made to the property owner of record, Donald R. Sims and Marie D. Sims, and other holders of legal interests therein as shown by an examination of record title. The Sims have agreed to such amount but the other interested party, JP Morgan Chase Bank, has not responded.

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted _____, 2014, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a permanent easement (having an area of 813.00 sq. ft.), together with a temporary construction easement (having an area of 1,026.00 sq.ft.), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$954.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B". The temporary construction easement shall terminate by operation of law on the first anniversary of the filing of this Declaration of Taking.

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, title to the property, in fee simple or such lesser interest as is specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This _____ day of _____, 2014.

CITY OF PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest: _____
Ann E. Tyler, City Clerk

(SEAL)

Resolution No. _____

ORDER AND RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the stormwater collection system in the Wynnmeade Subdivision needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of Wynnmeade Parkway Drainage Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:	301 Glen View Drive, <u>275.00 SF</u> Permanent Easement, as designated on plat attached hereto as Exhibit "A", and <u>1,150.00 SF</u> Temporary Construction Easement as designated on plat attached hereto as Exhibit "B"
Attachment:	Exhibit "A" – permanent easement Exhibit "B" – temporary easement
Owner/ Interested Party	JOEL B. PERKINS WELLS FARGO BANK, N.A. DEUTSCHE BANK NATIONAL TRUST CO.

NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that the easements and other rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just

compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this _____ day of _____, 2014.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing _____ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the _____ day of _____, 2014, as same applied to the tract or parcel of land described in said _____ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this _____ day of _____, 2014.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia

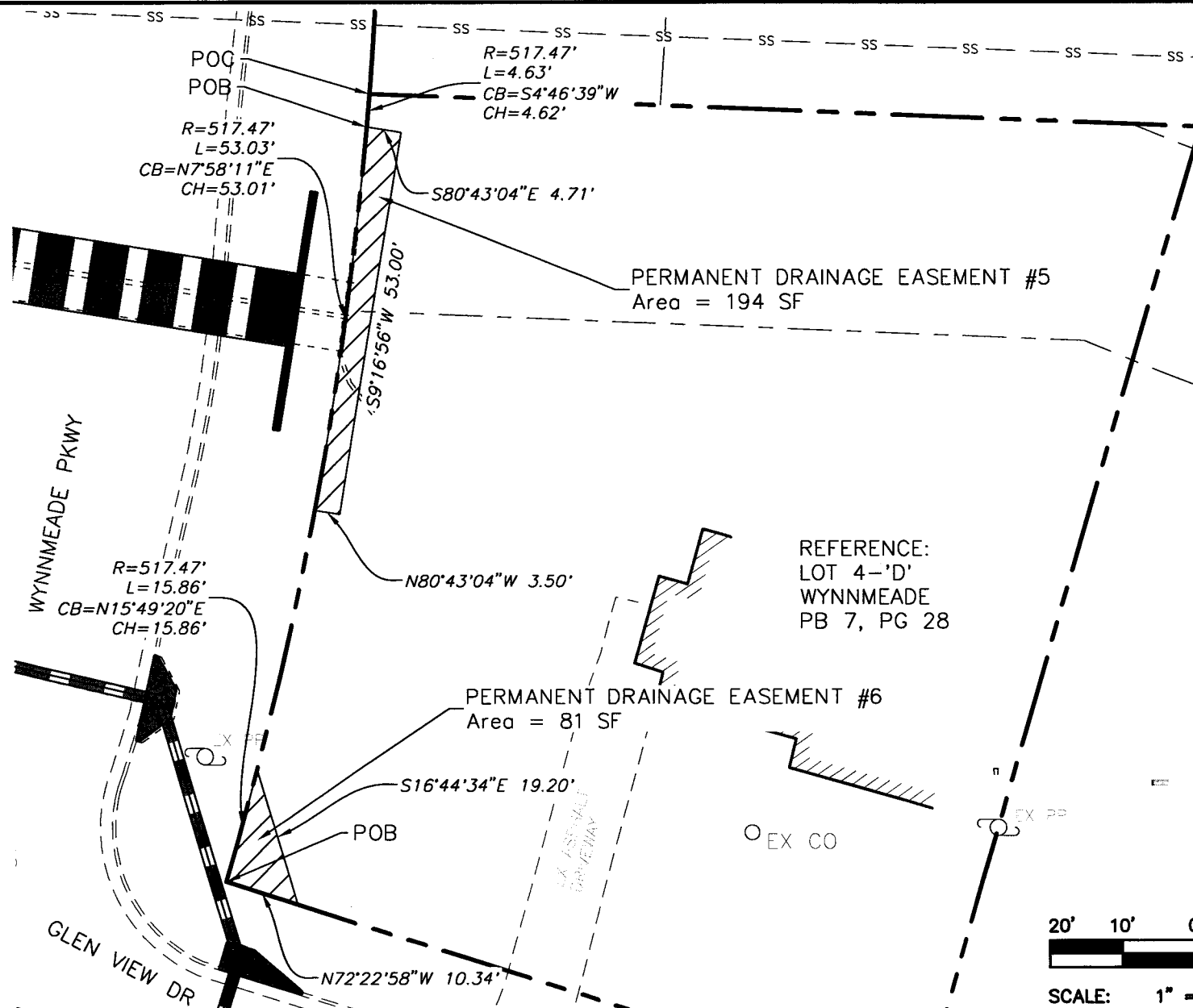


EXHIBIT A
301 GLEN VIEW DRIVE
PERMANENT DRAINAGE
EASEMENT

EASEMENT EXHIBIT
FOR
WYNNMEADE PARKWAY DRAINAGE
IMPROVEMENTS
PEACHTREE CITY, GEORGIA

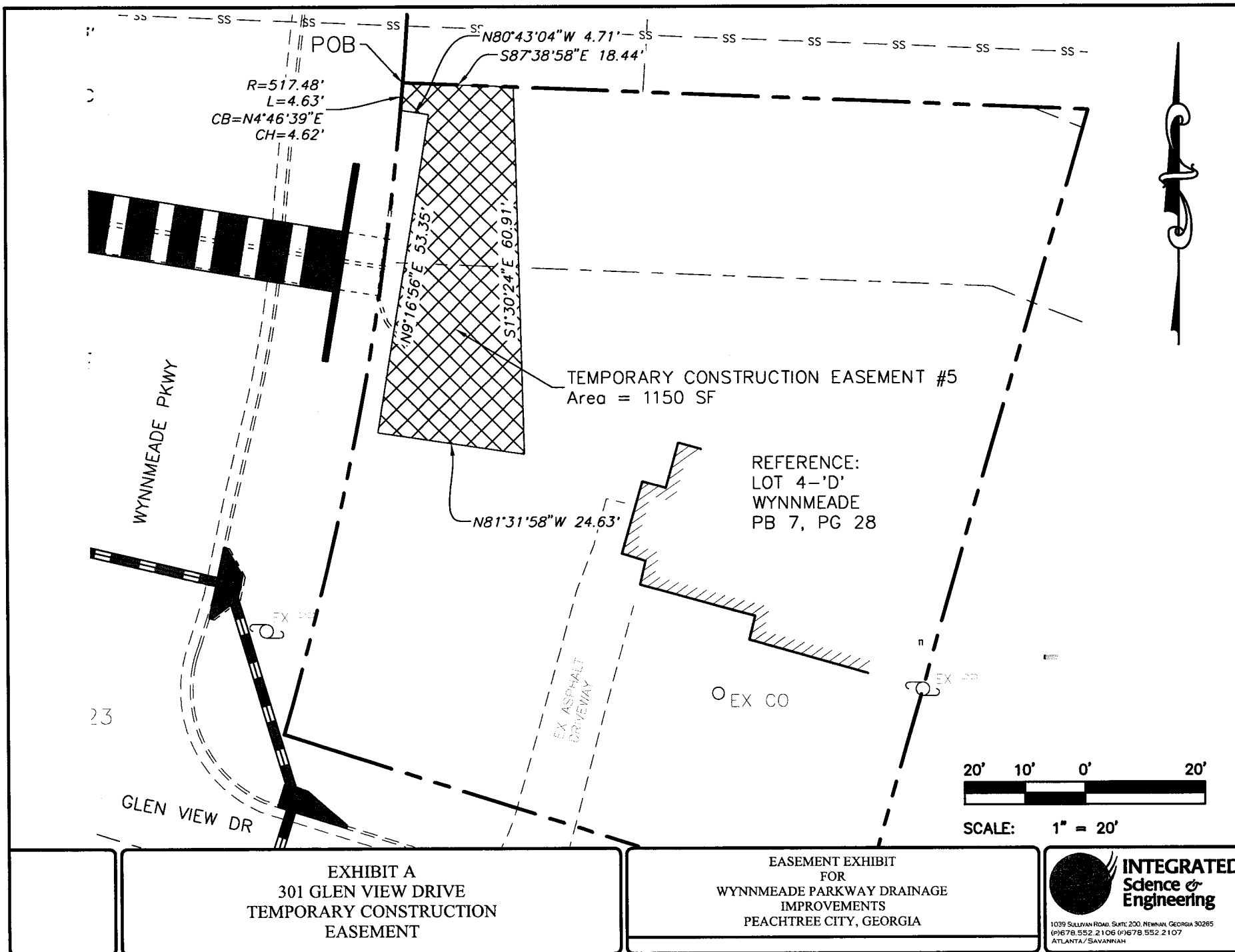


EXHIBIT A
 301 GLEN VIEW DRIVE
 TEMPORARY CONSTRUCTION
 EASEMENT

EASEMENT EXHIBIT
 FOR
 WYNNMEADE PARKWAY DRAINAGE
 IMPROVEMENTS
 PEACHTREE CITY, GEORGIA

INTEGRATED
 Science & Engineering

1039 SULLIVAN ROAD, SUITE 200, NEWNAN, GEORGIA 30265
 (404) 678-5552, 2106 (F) 678-5552 2107
 ATLANTA/SAVANNAH

DECLARATION OF TAKING
301 Glen View Drive
CITY OF PEACHTREE CITY, GEORGIA
WYNNMEADE PARKWAY DRAINAGE IMPROVEMENT

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted _____, 2014, there was declared the public purpose of and necessity for acquisition of a permanent easement in that certain parcel of land, identified as 301 Glen View Drive on Construction Plans for WYNNMEADE PARKWAY DRAINAGE IMPROVEMENT, as prepared by Integrated Science & Engineering, Inc. dated April, 2012, together with a temporary construction easement;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$624.00 to be made to the property owner of record, Ruben Lagos, and other holders of legal interests therein as shown by an examination of record title; however, no response was made to such offer;

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted _____, 2014, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a permanent easement (having an area of 275.00 sq. ft.), together with a temporary construction easement (having an area of 1,150.00 sq.ft.), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$624.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B". The temporary construction easement shall terminate by operation of law on the first anniversary of the filing of this Declaration of Taking.

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, title to the property, in fee simple or such lesser interest as is specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This _____ day of _____, 2014.

CITY OF PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest: _____
Ann E. Tyler, City Clerk

(SEAL)