

City Council of Peachtree City
Agenda
April 16, 2009
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Proclamation – Honor Flight Fayette Day
 - Proclamation – Toastmasters Day in Peachtree City
 - Recognize Youth Council Serving Fayette County's Youth Volunteer of the Quarter (Brooke Thompson) and Adult Volunteer of the Quarter (Debbie Lemay)
 - Recognize March Employee of the Month – Pam Dufresne
 - Recognize Supervisor of the Quarter – Matt Myers
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - April 2, 2009, Regular Meeting Minutes
 - April 7, 2009, Workshop Minutes
- VII. Consent Agenda
 - 1. Consider Bid – Police Vehicle Aftermarket Accessories
 - 2. Consider Bid – F-750 Dump Truck Cab & Chassis
 - 3. Consider Ordinance Amendment – Waive Golf Cart Registration Requirements for 4th of July
 - 4. Consider Request to Surplus Goods
 - 5. Consider Alcohol License – NEW – Kobe Japanese Steakhouse
 - 6. Consider Alcohol License – NEW – The Fred Catering (Maguires)
 - 7. Consider Budget Adjustments – FY 2009
 - 8. Consider Stormwater Maintenance Agreement – Trek Bike Center
- VIII. Old Agenda Items
 - 03-09-01 Public Hearing – Consider Rezoning, 37.001 acres, GI to LUR, Southpark International Industrial Park **(To be continued until May 7)**
- IX. New Agenda Items
 - 04-09-07 Public Hearing – Consider Sign Variance, Global Aviation (World Airways)
 - 04-09-08 Annual Audit Presentation (FY 2007-2008) – Moore & Cubbedge
 - 04-09-09 Consider Alcohol Ordinance Amendment – Hours of Sale
 - 04-09-10 Consider Solid Waste Ordinance Amendment and Non-Exclusive Franchise Agreement Format
 - 04-09-11 Consider Ordinance Amendment – Article IV, Procedure for Plat Approvals and Construction Authorization for Subdivisions
 - 04-09-12 Consider Ordinance Amendment – Article V, Plat Specifications
 - 04-09-13 Consider Reclassification of Part-time Customer Service Representative II
- X. Council/Staff Topics
 - Report on Out-of-County Trends for Instructional Classes
- XI. Executive Session

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

City Council of Peachtree City
Minutes of Meeting
April 2, 2009
7:00 p.m.

The City Council of Peachtree City met Thursday, April 2, 2009, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognitions

Mayor Logsdon read proclamations for Confederate Memorial Month, Peachtree City's 50th Anniversary WWII Heritage Days Weekend, and Red Cross Month. Fire Captain Dave Williamson was recognized for 10 years of service.

Public Comment

There were none.

Agenda Changes

There were no changes to the agenda.

Minutes

Boone moved to approve the March 5, 2009, regular meeting minutes; March 19, 2009, regular meeting minutes; March 24, 2009, special called meeting minutes; and the 2009 Retreat minutes as written. Haddix seconded. The motion carried unanimously.

Monthly Reports

There were no comments or questions.

Consent Agenda

1. **Consider Bid for Concessions at the Amphitheater – Maguire's**
2. **Consider Resolution to Add Auxiliary and Reserve Police Officers to City's Workman's Compensation Policy**
3. **Consider Appointment of City Clerk – Betsy Tyler**

Plunkett moved to approve Consent Agenda items 2 and 3 and remove Item 1 for discussion. Sturbaum seconded. The motion carried unanimously. The motion carried unanimously.

CA #1. Consider Bid for Concessions at the Amphitheater – Maguire's

Plunkett noted that Council had hoped a local business would be selected for the concessions, and she asked Amphitheater Director Nancy Price to explain why Maguire's had been recommended. Price said only two companies had submitted proposals – Maguire's in Senoia and Mike and C's from Peachtree City. She continued that Mike & C's had not been interested in pursuing a full alcohol license and preferred to serve only beer and wine. In addition, Mike & C's had proposed to pay the City 10% of gross food and non-alcoholic drinks and 10% of alcohol sales, while Maguire's had proposed to pay 15% and was prepared to pursue an alcohol license in an expedient manner.

Plunkett asked how many Requests for Proposals (RFPs) were sent out. Price said they sent to every business in the City and Fayette County that had an alcohol license, approximately 100. Plunkett noted that five businesses attended the pre-proposal meeting. Price said that was correct, but only two had submitted proposals.

Sturbaum noted that there was a substantial difference in the operations. Haddix said the difference in the proposals was too great to go with the local business.

Plunkett moved to approve Consent Agenda item 1. Sturbaum seconded. The motion carried unanimously.

Old Agenda Items

There were no Old Agenda Items.

New Agenda Items

04-09-01 Public Hearing – Consider Proposed 2009 Partial Plan Update to the Comprehensive Plan and Transmittal Resolution

Acting Developmental Services Director David Rast addressed Council, noting that staff had completed the update to the City's Short Term Work Program (STWP), Capital Improvements Element (CIE), and an annual financial report as required by the Georgia Department of Community Affairs (DCA). The documents were a supplement to the information submitted in 2009 as part of the City's Partial Plan Update. Rast continued that a transmittal resolution was included for Council approval to forward the documents to the Atlanta Regional Commission (ARC) and the DCA. Once the documents and comments came back, staff would bring them to Council for approval. The process should take approximately 60 days. Rast pointed out that the documents did not reflect any changes to the City's impact fee ordinance. The Impact Fee Advisory Committee would bring their proposal to Council with a request to send the information to the ARC and DCA at a later date.

The public hearing opened and closed as there were no comments.

Logsdon asked Rast when a full update to the Comprehensive Plan was due. Rast explained that the state changed the deadlines in 2007. The update to the complete plan was due in 2012. Annual updates (partial plan updates) were due in some areas, such as the STWP, CIE, and reports showing how the City was using impact fee funds. Logsdon clarified that the dates were staggered so all the complete updates were not due at the same time. Rast said that was correct. He added that the entire County was now on the same recertification schedule, with interim reports due June 30 of each year and update of the entire plan due in 2012.

Plunkett asked how the Comprehensive Plan dealt with significant changes in circumstances, such as the completion of Lake McIntosh. She asked if the best use of the property would change. Rast said that was being worked on at a staff level now. Staff had just received the updated boundaries of the lake, with the location of the dam. Changes had already been made in property located adjacent to Falcon Field. There were two parcels of land owned by Pathway Communities that would be landlocked. Boone asked Plunkett if she was asking about a master plan for the area. Plunkett pointed out there would be a substantial change in circumstances with

the lake, and the Comprehensive Plan needed to look at that to see if any changes needed to be made as a result. Rast said that, as part of the Partial Plan Update, character areas had been identified. The Southpark area was one of the 10 to 15 areas identified around town where there should be additional study. It would be the first area ventured into. Plunkett asked what the timeline would be, adding that she would like to have public input on any plan. Rast said it would be in the next 45 to 60 days. They wanted see how the boundaries of the lake affected the development around it, including the City and Coweta County. Plunkett asked whether the Comprehensive Plan would be adjusted to strengthen the village concept, adding that she wanted to see that move forward.

Sturbaum moved to approve the proposed 2009 Partial Plan Update to the Comprehensive Plan and the transmittal resolution to DCA. Boone seconded. The motion carried unanimously.

04-09-02 Consider Reduction in Workforce, Developmental Services

City Manager Bernard McMullen asked Council to consider a reduction in the workforce and recommended that the following positions be eliminated from the Developmental Services Division – Engineering Assistant/Project Inspector, Plans Examiner, Staff Assistant Building Department, and one Building Inspector position effective April 17. In addition, he also asked Council to approve the reclassification of the Assistant City Manager/Developmental Services Director position to Developmental Services Director effective April 3. He continued that the affected employees were notified on March 27, and the recommendation for the severance package was similar to the package offered to the Public Works and Recreation Department employees, including six weeks of severance pay paid out bi-weekly, medical insurance for the employee until the end of the severance pay with the Consolidated Omnibus Reconciliation Act (COBRA) option thereafter, and access to the Employee Assistance Program (EAP) for three months after termination. McMullen continued that the reason for the proposed reduction was the downturn in the economy. Development had decreased significantly. The City also reduced its Public Improvement Program (PIP) projects.

Haddix asked how the reduction would affect stormwater inspections. McMullen said it would not affect any of the employees funded through the Stormwater Utility, including the Stormwater Manager and the Stormwater Inspector.

Boone verified that the workload could be distributed among the remaining employees, then asked if the remaining employees would be able to keep up if the workload increased. McMullen said there would be changes in the administrative workload for the remaining employees. As for the building inspectors, staff would look at permit revenue that would be coming in with any larger projects and would recommend hiring a temporary inspector. Plunkett asked if the temporary position would be offered first to the employees who lost their jobs. McMullen said absolutely.

Art Bernard, the current Plans Examiner, addressed Council, challenging the permit numbers provided to Council. He noted that, as the archives keeper, only 20 commercial permits had been reported to Fayette County. He explained that the County only wanted the number of the projects coming out of the ground. Currently, there were 75 commercial permits on file and included only those projects large enough to have multiple-page permits. The number did not

include tenant finishes, build-out of stores, and other things. He agreed there was a downslide in the residential numbers, but said there was an upswing in commercial permits. He continued that commercial inspections were different from residential, usually requiring all of the inspectors to be present due to the size of the buildings. The statistics did not reflect the actual man-hour correlation. The reports only indicated the number of documents signed, not the man-hours it took to complete the documents. The inspection of one commercial building could take all three building inspectors all day to complete, while the report only showed one inspection. Since January 1, Bernard said 12 commercial projects had been completed, eight were in the process, and five had not started. He continued that public safety would be affected. If the Building Department staff did not do their jobs correctly, then structures would be inferior. He asked Council to re-evaluate the reduction in the workforce.

Bob Patel, the general contractor for the Hilton Garden Inn said it was not just about how fast the inspections would be done. He said the Department's attention to detail exceeded everyone else's. He noted that, when reviewing the plans, Bernard found that a door opened the wrong way to the electrical room, which could be life-threatening during an emergency. He encouraged Mayor and Council to look at other avenues.

Dan Petrie, Homebuilders Association of Midwest Georgia president, said the members wanted to convey that the City's Building Department was held up as the example in the building industry. Others cities modeled their departments after the City's. He asked Council to not take away from the City's service level.

Dewey Pfeifer, Pfeifer Building Company, said that while new home construction had dwindled, remodeling was on the upswing. Most builders did not want to deal with the City's tough Building Department. He said the Building Department helped protect property values by scrutinizing plans and ensuring builders were licensed.

McMullen explained that his staffing recommendation had been approached in two ways. He had asked Rast, the Acting Developmental Services Director, and Administrative Services Director Nikki Vrana to look at the workload indicators and develop an organizational chart to handle the workload. He also met with the Fulton County Developmental Services Director and asked him to do the same thing. Both came up with the same organizational chart.

Haddix asked if the changes would result in delays in the permit process. McMullen said he could not answer that. If it became problem, he wanted to know about it. He noted that the Building Official had spent a good portion of time participating as an officer with other organizations, but had been told that could no longer be done. In terms of the administrative staff, the Building Department might need to close during lunch. Staff would make sure everything was tracked, and any problems were identified. Logsdon said that service would be impacted, but he trusted that staff would minimize that impact as much as possible. Reducing the workforce was not easy, but Council had to balance the budget.

Plunkett said she was comfortable with the decision that had been made. She asked if it would be possible to stagger the jobs cuts to see how it affected the department. Once the employees were let go, the training and experience would be gone. She wanted to ensure the work would be

accomplished. McMullen said he was not 100% sure, but both methodologies provided the same answer. The cuts could be staged. The Building Official would have to assume the Plans Examiner role. The position of building inspector had been identified, but not the person. The intention was to have the employees bid for the position left, then choose the most qualified person. Plunkett said she did not know if that answered her question. McMullen said the issue was whether the job could be done with less people. An extra body would improve service. Logsdon said the City Manager had done the due diligence and recommended following McMullen's recommendation. Plunkett agreed, but her concern was whether the positions should all be eliminated at one time. McMullen noted that the Stormwater Inspector, who was funded by the Stormwater Utility, was also a certified building inspector and could assist when necessary. Plunkett directed that the service level be followed closely for the next 90 days, so any problems could be quickly addressed. Haddix said they would not know if it would work until they got to the recommended levels.

Haddix moved to authorize the reduction in workforce for Developmental Services as specified and the reclassification as specified. Boone seconded. The motion carried unanimously.

04-09-03 Consider Position Reclassifications for Administrative Services Supervisor & Public Information Officer/Deputy City Clerk

The Administrative Services Department asked to reclassify the position of Administrative Services Supervisor to Executive Assistant and the Public Information Officer/Deputy City Clerk to Public Information Officer/City Clerk.

Plunkett moved to approve the reclassifications for Administrative Services Supervisor and Public Information Officer/Deputy City Clerk as outlined. Haddix seconded. The motion carried unanimously.

04-08-04 Consider Reclassification of Small Engine Technician

The Public Services Department requested the reclassification of the Small Engine Technician to Mechanic.

Plunkett moved to approve the reclassification of the Small Engine Technician as outlined. Haddix seconded. The motion carried unanimously.

04-09-05 Consider Fee Structure – Fire Training Grounds

The Fire Department requested that fees be set and charged for use of the Fire Training Grounds. The requested fees included Live Fire Training at \$50 per student with a \$500 daily maximum and \$50 per apparatus for the Pump Test Facility.

Boone moved to approve the fee structure for the Fire Training Grounds. Haddix seconded. The motion carried unanimously.

04-09-06 Consider Intergovernmental Agreement – FCBOC Street Resurfacing – Redwine Road

Sturbaum moved to approve the intergovernmental agreement with the Fayette County Board of Commissioners for paving Redwine Road. Plunkett seconded. The motion carried unanimously.

Council/Staff Topics

Update on Library Operating Hours (2009 Budget Reduction)

Library Administrator Jill Prouty reported that library usage was up 35% from this time last year, and the upward trend of circulations per hour continued with the shortened operating hours. There had been a 3.2% overall increase in circulation to this point in FY 2009. In January 2009, the average number of library transactions per hour was 107.76 when the Library had been open 68 hours each week. In January 2009, there were, on average, 145.56 transactions per hour during the current 56-hour week. More people were coming in during a limited amount of time.

Due to the current staffing situation, Prouty reported that all of staff's time was spent serving the public during operating hours, which left very little time for the necessary administrative work, such as ordering books. Prouty noted that, due to a retirement in November 2008, the Library was temporarily down one full-time reference supervisor. The start date for the new hire was April 30. Three library assistants had either resigned or been dismissed since January; one person started on March 30, leaving two positions unfilled. Two more part-time library assistants were scheduled to retire in April.

The ramifications of the change in hours included more work in less time; increased wait times at the circulation/reference desks; supervisors working split shifts and/or extra days to cover vacations, sick days, etc.; operating in crisis mode; cuts in adult programs, computer classes, and family night; no planning time; volunteers working record hours (146 in February); and the Recreation staff pitching in to help with shelving books.

Prouty continued that patrons were adjusting to the hours, and usage continued to climb. The limited evening hours and the new Wednesday hours seemed to cause the most problems. Their busiest time of year was on the horizon – the Vacation Reading Program. Staff was looking to fill one additional part-time library assistant position, as well as 20 additional discretionary hours to use as contingency.

Prouty suggested considering seasonal hours for FY 2010, which worked well for other libraries. During the summer, the Library could open earlier (9 a.m.) and close earlier (8 p.m.). During the school year, the Library could open later (10 a.m.) and stay open later (9 p.m.) for students.

Plunkett asked how the hours compared to the Fayette County Library. Prouty said the Fayette County Library was open 65 hours each week, but was closed on Sunday. Plunkett suggested that closing the Library on the slowest day and staying open later the other nights could also be considered. Boone's concerns were about the Wednesday hours, and the effect the 8 p.m. closing had on students. Plunkett said closing one day a week might be a good alternative to opening later and closing earlier. People might find it easier to adjust to knowing it was always closed on a certain day. Prouty said it would not be a problem, but people would have to adjust. Sturbaum suggested looking at the feedback from the customers about shifting the hours and closing one day a week, then looking at how the budget was impacted. Better customer satisfaction might offset some of the workload.

Plunkett asked how the additional personnel were hired during the hiring freeze. McMullen said each position was evaluated as it came open. There would be additional savings with the senior

employee retirements compared to starting salaries of new hires. He felt the Library would meet its savings goals. He continued that the part-time hours for all the existing employees had been cut. Prouty would be able to spread the additional 20 hours out so the remaining employees would get additional hours. McMullen said he had not approved the request for the additional part-time employee yet. Prouty explained that it would be good to have the 20 hours available in cases such as having one employee out sick and another on vacation.

Sturbaum said that staff needed to make sure other libraries in the County were open if a decision was made to close one day a week. Prouty said all the others were open on Wednesday, if Wednesday was the day selected. Logsdon said they should consider longer hours on the days the Library was open, if it was closed one day a week. He added that, hopefully, the changes would not be permanent. Administrative Services Director Nikki Vrana suggested that staff could come in and work on the day the facility was closed. Prouty said that would help the supervisory staff. Plunkett directed staff to come back with a recommendation on hours.

SR 54 West Multi-use Path & Bridge

Rast reported that all the comments were back from DOT and the utility companies, and staff had the final set of drawings with all the changes. He was scheduled to meet with the ARC on Tuesday, April 7, to deliver the plans and discuss the next steps. The environmental report and the right-of-way reports were being recertified. Rast said he hoped to have a timeline after the meeting with ARC.

Path Connection to MacDuff Parkway Tunnel

Rast said the alternate route would be quite expensive due to retaining walls and other items. The consultant had done a schematic of another, less costly alternate. They hoped to have the plans the next day, then would meet with the Camden Apartments' owner to discuss easements.

SR 74 North Landscaping Project Adjacent to CSX Rail Line

Rast said staff had heard from CSX Railroad and had approval of the plans. Per Craig Camuso of CSX, they had agreed to fund the project. He was talking to their right-of-way department about the maintenance agreement. One of the caveats was that they were still planning to close the Comcast crossing and wanted to include that as part of this project, or shortly thereafter.

SR 54 East Landscaping

Rast said the City had received the grants in 2002. The design had been done in-house and had received the notice to proceed from DOT, then the drought hit and the landscape projects were restricted. Staff had been notified that the restriction was lifted, and the City could move forward. Staff was getting the bid information together.

Somerby Senior Project/Commercial Development

The AutoZone was under construction in the retail development. The day care had pulled out, and no other plans had been submitted. Rast said staff had not heard from Walgreen's or Delta Community Credit Union, although both had already turned in plans. Rast continued that he had not heard from John Gorecki of Somerby regarding the senior development, but he had notified Gorecki that DOT was moving forward with the letting of SR 74 South in July. The developer was responsible for \$200,000 of the funding for the tunnel under SR 74 as part of the

realignment of Rockaway Road. He also asked for Somerby to send drawings that needed DOT approval as part of the realignment project.

SR 74 South Gateway Grant

Staff had been notified that the City received the funding, and was getting the project ready to put out for bid.

Huddleston Pond

City Engineer Dave Borkowski reported that there had been concerns that the dam was not functioning properly since there was a lot of water in the pond, but everything was functioning as designed. It was designed to match the pre-repair outflows and elevations, but there had just been a lot of rain in recent days, leading to some minor flooding.

Bridlepath Project

Borkowski said there were several issues, including an unforeseen change of scope that extended the contract time. He continued that staff was not happy with the contractor and were pursuing liquidated damages. Logsdon asked when the project would be completed. Borkowski said he had called the contractor that day, but had not heard from them prior to the meeting. He would forward the information when he received it. They were putting flagstone on the jersey wall. There were still several things to be done.

SR 74/Paschall Road Tunnel/Path

Borkowski said staff was pursuing the easement for the east side connection. They were finishing the appraisal so an offer could be made. The west side plans for the path to Post Office had been sent to DOT. A few more easements were needed on the west side. He hoped to put everything out to bid in the fall, so that it could be built at one time.

Sturbaum moved to convene in executive session for threatened or pending litigation and personnel at 8:44 p.m. Plunkett seconded. The motion carried unanimously.

Plunkett moved to reconvene in regular session at 9:07 p.m. Haddix seconded. The motion carried unanimously.

There being no further business to discuss, Boone moved to adjourn. Haddix seconded. The motion carried unanimously. The meeting adjourned at 9:23 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

**City Council of Peachtree City
WORKSHOP MINUTES**

April 7, 2009

6:30 p.m.

The Mayor and Council of Peachtree City met in a workshop session on Tuesday, April 7, 2009, with the Impact Fee Advisory Board. Mayor Logsdon called the meeting to order at 6:30 p.m. and thanked the committee for their work on the proposal. Council Members attending were Don Haddix and Doug Sturbaum. Advisory Committee Members attending were Planning Commissioner Patrick Staples, Dan Petry of the Midwest Georgia Homebuilders Association, Scott Bradshaw of Bradshaw and Company, Mark Hollums of the Development Authority of Peachtree City, and Jeff Carson of Pathway Communities. The City's consultant, Bill Ros, was also present.

City Planner David Rast provided some background, saying the City began looking at the impact fees and ordinance in January 2008. Staff worked with Bill Ros of Ros and Associates for several months developing the methodology report and Capital Improvement Element (CIE). In August, staff met with Council and discussed the methodology and the plan to replace the current impact fees with a program based on build-out population and the City's needs in the future.

Rast said the intent of the methodology report was to develop the maximum impact fee, with Council to determine the actual fee within that context. The current ordinance established fees for residential development only, and Council had supported adding fees for non-residential development based on square footage, with the option to exempt economic development projects. Rast said the original intent was also to change from the multiple service areas in the current ordinance to a single, City-wide service area.

Rast continued that staff had presented the draft CIE to Council in November 2008, and Bradshaw had questioned the process at that time. Council appointed a nine-member Impact Fee Advisory Committee, which had met three times in the ensuing months. Rast said the committee was at a point where Council input was needed about the fees and whether to change to a single service area, as well as the timing of implementing the new fee structure and collecting the fees from developers.

Rast noted that state law had changed since the City implemented impact fees in the early 1990s, and the City needed to change the time of collection from the start of development to later in the process when a building permit or Certificate of Occupancy (CO) was issued. He then reviewed several of the votes taken on different options for implementing and administering the program.

Ros said the four major changes he was proposing were adding impact fees for non-residential development, changing to a City-wide service area, determining when to charge the fee, and adding an exemption for economic development. Ros added that the City would still need to provide the covered services to exempted projects.

Logsdon said his understanding was the main area of disagreement among the committee members was whether there should be one or multiple service areas. Bradshaw said he felt strongly that the City should keep the village concept because every decision made about the City had been made on that concept, from roads and paths to zoning and impact fees. Bradshaw said that a single service area would be legal, but the current method had been working. He also said the older service areas had lower fees, while the fees for the newer areas were significantly higher. The Kedron area, where he owned additional undeveloped property, had financed most of the improvements for that area. The fees for the Crabapple area were much higher because the cost of paving Crabapple Lane was calculated into the service area. Rast added that there were still several tracts in that area that could be requested for rezoning to residential lots.

City Manager Bernard McMullen said he wanted to give a financial perspective on the capital projects that had been included in the current impact fees. The cost of the Kedron Fire Station equipment had been \$497,000, and impact fee collections through 2007 (which was the date of the last fees paid in that area) were \$260,567, so there was a \$233,000 balance that was eligible to be paid by impact fees. The cost of the Crabapple Lane improvements still had an unrecovered balance of \$445,000, and Sumner Road still had an unrecovered balance of \$244,000.

Bradshaw said the law stipulated that impact fees could only be used for a proportional share of improvements that were brought about by the development. Some of the existing population would cause a need for those improvements as well. Logsdon said that, with that in mind, a single service area made more sense. The Crabapple Fire Station served any part of the City when needed and if the closer station was already committed. The police covered the entire City, as did the parks and the library.

Staples asked what the decision matrix was, saying he felt a lot of what Ros said made sense. He said some of the discussion had been about additional studies that would be required for each service area if the single service area were not adopted. He said his question was whether the intent was to establish a better legal foundation for the fees in the future, or if it was for some other reason. He asked if some of the arguments were moot if the City did not have the legal foundation to support the argument. Ros said it was not necessarily moot because it was important for Council to hear their thoughts.

Ros said it was not that a single service area was simpler, but a matter of how the services were provided, which was realistically on a City-wide basis. He acknowledged that if roads were included, the separation into service areas would be the obvious choice, but even fire services were provided on a City-wide basis.

Bradshaw said that, under the current fees, the first \$1,083 were designated for City-wide use. Haddix reiterated that the services were not determined by the villages. The fire services were based on distance radius from the stations while the Police Department had zones that did not really correspond to the village boundaries. Bradshaw said the focus was where the money would be spent, noting that the Wilksmoor annexation would add a significant amount of service demand. The cost for that should not be spread among all the new construction.

Sturbaum asked if places, like Atlanta, that had different police stations and zones, had zoned impact fees to fund those separate facilities. McMullen said he did not know – in Fulton County, where he previously worked, they were only dealing with the unincorporated areas. Ros said that the City of Atlanta had a single service area for impact fees.

Staples said that the group felt a single service area was appropriate for non-residential, and that action was needed to start collecting fees from those projects as soon as possible.

Rast said most of the current fees were the same as they had been when the ordinance was adopted in the early 1990s, and they had not been adjusted in years. Logsdon asked if he understood Rast to say the older fees should be adjusted upward. McMullen said the fees only covered about 55% of the actual costs of projects included in their calculation. Petry noted that was all collected from the homebuilders because non-residential was not paying impact fees.

Hollums explained that no one on the committee could come to agreement on the costs to administer separate service areas, and there were issues on what would happen to the funds collected if a service was not implemented.

Bradshaw said he was proposing a 20% increase on the existing fees, and McMullen expressed concern about the basis for his proposal. Ros cautioned that the fees had to be fair and supportable. Haddix asked if fees could be used for some of the improvements planned to the fire stations. Ross said that refurbishment of a fire station could not use impact fees, only the expansion of the station. The fees could only be used for expanded or new services. He also said that fees could only be charged on redevelopment that increased the demand for services through an increase in the number of residential units or an increase over the existing square footage of non-residential development.

Ros clarified that the committee's goal was to determine the foundation for the fee and the maximum fee that could be set. Council would ultimately set the fee. Staples asked Ross to comment on discriminating between types of uses. Ros said both residential and non-residential had to be treated equally – Council could not opt to set residential fees at 50% of the maximum and non-residential uses at 100% of the maximum. He said looking carefully at what types of uses Council wanted to encourage and how the established fees would impact those uses would be very important. Sturbaum said they needed to look at the cost of services and weigh in the inflationary index over time to get a good idea of where the fees should be.

Logsdon asked if the McMurrain development on SR 54 West would be covered under the fees, and Rast said yes, if the fees were set before the building permit was obtained. Logsdon asked about Sany, and Rast said they had some of the permits but not all. Ros added that projects paying impact fees when the development permit was issued would be grandfathered and would not have to pay again at the time of the building permit. Rast noted that Sany and McMurrain would be subject to the fees because the City had not charged non-residential fees in the past.

Ros said it was also important to get the word out that the City was looking at establishing the non-residential fees so it would not come as a surprise to developers.

Bradshaw said that, if the City decided to go with a non-residential fee, Ros had given a detailed list of associated land uses; however, Bradshaw felt it would be smarter to base the non-residential fees on the zoning and the size of the building to avoid ending up with hybrid use buildings that would require a lot of staff interpretation to arrive at the fee. Ros said state law required publishing the non-residential impact fees according land use. The fees were ultimately calculated on a per capita basis, either as number of residents in residential units or the number of employees in non-residential units.

Logsdon asked how much additional residential development remained, excluding the Wieland and Scarborough property in Wilksmoor and Bradshaws's approximately 130 lots in Kedron. Staff said the build-out estimate was a total of 1,435 more units, which only left about 56 lots beyond those three noted by Logsdon.

Staples noted some of the proposals on which the committee had been unable to agree, which included a two-year implementation for the new residential fees. He explained those proposals were made in an effort to gain some type of consensus while getting the non-residential fees in place.

Bradshaw said he was one of the two members who felt that road improvements (adding or widening roads) should be included in the impact fees. Ros said the City did not have the data to include roads at this time – it would take additional time and funding to conduct the appropriate studies to include future road project costs. Sturbaum asked what other cities and counties were doing. Ros said that roads were generally the most problematic element. However, if the City had some major road projects in the future and needed a funding source, including them in the impact fees was an option.

Petry noted that impact fees would soon be included on closing statements, so buyers would know they were paying what was essentially a tax and would be asking what they were getting for it. This was important in Peachtree City, where people from surrounding jurisdictions came in and used the services.

Logsdon thanked the committee again. Bradshaw had one final suggestion, that Council have an ongoing impact fee committee to evaluate the fees regularly in the coming years. McMullen said he thought periodic review was part of Ros's proposal.

The meeting adjourned at 7:50.

Betsy Tyler, City Clerk

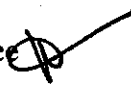
Harold K. Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Bernard McMullen, City Manager 
Paul Salvatore, Financial Services Director

FROM: H.C. "Skip" Clark II, Chief of Police 

DATE: April 3, 2009

SUBJECT: Police Vehicle Aftermarket Accessories
April 16, 2009, City Council Meeting

Recommendation:

Staff recommends the awarding of the contract for the purchase and installation of equipment for the newly acquired police vehicles to Trans Comm Services of Griffin, Georgia.

Discussion:

Bid packages were mailed to a number of vendors. Only three vendors returned bids. The bid price of \$57,567.40 includes the installation of radios and Cameras, which will be purchased separately.

Ford Crown Victorias (qty 3):

Trans Comm Services	\$11,117.00 per vehicle	\$33,351.00 extended
Diversified Electronics	\$12,425.00 per vehicle	\$37,275.00 extended
Dana Safety Supply	no bid	no bid

Chevy Tahoes (qty 2):

Trans Comm Services	\$12,108.20 per vehicle	\$24,216.40 extended
Diversified Electronics	\$14,843.00 per vehicle	\$29,686.00 extended
Dana Safety Supply	no bid	no bid

Bid totals:

Trans Comm Services	\$57,567.40
Diversified Electronics	\$66,961.00
Dana Safety Supply	no bid

Trans Comm Services provided the lowest bid for the installation of accessories on the patrol vehicles. Trans Comm Services recently completed the accessories installation for our 2008 vehicle purchase and is located in close proximity to Peachtree City to allow for greater ease in resolving service issues. It is for these reasons that Staff recommends the use of Trans Comm Services for the installation of the aftermarket accessories.

Budget Impact:

\$104,884.00 is still available in the 2009 PIP budget for the purchase of the aftermarket accessories, radios, cameras, and graphics. The purchase of the aftermarket accessories will leave a balance of \$47,316.60 which shall be used toward the radios, cameras, and graphics.

<u>2009 PIP budget (5 replacement PD vehicles)</u>	<u>\$215,000.00</u>
2009 vehicle fleet purchase	-\$110,116.00
2009 vehicle fleet accessories	-\$ 57,567.40
2009 vehicle radios (expected) cost	-\$ 4,000.00
2009 vehicle cameras (expected) cost	-\$ 27,500.00
<u>2009 vehicle graphics (expected) costs</u>	<u>-\$ 3,000.00</u>
Balance	\$ 12,816.00

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *[Signature]*
Financial Services Director *P.S.*
Assistant Financial Services Director *[Signature]*
Purchasing Agent *ARE jr.*
Developmental Services Director *DDB for DER*
City Engineer *[Signature]*

FROM: Stormwater Manager *[Signature]*

DATE: April 9, 2009

SUBJECT: Purchase of Ford F750
April 16, 2009 City Council Meeting

Recommendation:

Staff recommends that City Council award the bid for the Ford F750 Cab and Chassis to Wade Ford Inc. of Smyrna, Georgia for their bid amount of **\$51,159.00**.

Discussion:

The City needs to purchase this equipment to continue to provide the stormwater crew with the equipment needed to properly complete projects in the City. Currently stormwater crew must use a F350 dump. This equipment is undersized for the current workload. The proposed F750 would have the capability to haul more in the dump body as well as to tow any equipment currently used.

Staff had placed this vehicle out for bid earlier this year as a Cab and Chassis with the dump body included. However, the bids received were much higher than expected. As such staff chose to bid the two items separately in an attempt to get a more economical purchase. The total of the bid being recommended has a savings of \$7,709.00 over the original bid.

Wade Ford	\$51,159.00
Middle Tennessee Ford Truck Sales	\$51,290.50
Allan Vigil Ford	\$53,692.00
Peach State Ford	\$56,525.32
Nalley Truck	\$61,313.00
Bellamy Strickland	\$63,111.00

Based on the bids received, staff recommends the purchase of the F750 Cab and Chassis to Wade Ford for a total bid amount of **\$51,159.00**.

Budget Impact:

If approved by City Council, funds totaling **\$51,159.00** will be dispersed from the Stormwater fund 521-4250-54-2200.

Attachments



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

DUP
COPY
Wade

March 17, 2009

Ladies and Gentlemen:

The City of Peachtree City will be accepting sealed bids from authorized distributors for a 2009 Ford F-750 Cab and Chassis truck (or approved equivalent.) Bids will be received by Angela Egan, Purchasing Agent, at City Hall, 151 Willowbend Road, Peachtree City, Georgia 30269 **until 2:00 p.m. Wednesday, April 8, 2009**, at which time and place the bids will be opened and read aloud. Bids received after the set time will not be considered. All bids must strictly conform to the bid specifications.

Specifications and bid forms are available on the City's web site at www.peachtree-city.org or upon request from the Purchasing Department at 770-631-2515.

Bids are to be submitted in a sealed envelope, with the name of the equipment bid (**Dump Truck # 09-123BSW**) clearly marked on the front. **The date and time of the opening are also to be included, along with the name of the company submitting the bid.** The bid made by any company or firm must be signed in the name of such company or firm in a legal manner by a duly authorized officer; and the principal place of business must be shown (no post office boxes).

No bids may be withdrawn for a period of ninety (90) days after the scheduled time to receive the bids. Any request for clarification must be submitted **in writing** (hand delivery, email, fax, or regular mail) to the Purchasing Agent by the close of business, five business days prior to the submission of bids. Any clarification issued will be in the form of an addendum to the bids instructions, plans, or specifications and will be issued not later than seventy-two (72) hours prior to the time of submission of bids. Any addendums will be placed on the City's website at www.peachtree-city.org. **It is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the Purchasing Agent or by visiting the City's website prior to bid submittal.

The City reserves the right to bid a project in phases and award the contract on the phases it deems to be in the City's best interest.

The City will choose the lowest, best, responsible or responsive bidder(s). The City will exercise its discretion in awarding the contract to the bidder(s) who best satisfies the needs of the City. The City reserves the right to negotiate with the firm awarded the contract, after the contract is signed. The City also reserves the right to reject any and all bids and to waive any and all irregularities.

Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the City of Peachtree City or any other governmental entity.

Sincerely,

Angela Egan

Angela Egan
Purchasing Agent

SPECIFICATIONS
BID # 09-123BSW
2009 FORD F-750 CAB AND CHASSIS (OR APPROVED EQUIVALENT)

SUBMITTED BY:	
NAME OF FIRM: <u>WADE FORD INC.</u>	PHONE: <u>770-436-1200X189</u>
BIDDER'S NAME: <u>C. Fred Monton</u>	FAX: <u>770-433-2412</u>
ADDRESS: <u>3860 South Cobb Dr.</u>	CELL: <u>770-870-4026</u>
<u>SMYRNA GA 30080</u>	
EMAIL: <u>fredm@wade.com</u>	
AUTHORIZED SIGNATURE: <u>C. Fred Monton</u>	
TITLE: <u>Commercial Accounts Mgr.</u>	

This specification covers one (1) 2009 FORD F-750 or approved equivalent.

VENDOR INFORMATION: This F-750 Cab and Chassis truck offered shall conform to the detailed requirements listed below, unless otherwise noted. Bidders are to indicate exactly what they are offering in each one of the following blanks in the "BIDDER'S RESPONSE" column. If this is not done, or it is incomplete, YOUR BID WILL NOT BE CONSIDERED FOR AWARD. DO NOT USE "COMPLY", "OK", "YES", "SAME", an "X", a "V" CHECKMARK or a ("") DITTO MARK.

SUPPORTING DATA: Bidders must furnish catalog pages, specification sheets, or similar data to support statements made in BIDDER'S RESPONSE column. Failure to furnish required data, MAY BE CONSIDERED AS CAUSE FOR REJECTION OF BID.

SPECIFICATIONS

<u>BASIC REQUIREMENTS:</u>	<u>DESCRIPTION:</u>	<u>BIDDER'S RESPONSE:</u>
MAKE & MODEL	2009 FORD F-750 CAB AND CHASSIS AUTOMATIC TRANSMISSION	<u>2009 Ford F750 CTC Auto</u>
WHEEL BASE	194"	<u>158" W.B.</u>
VEHICLE COLOR	WHITE	<u>White Oxford</u>
INTERIOR:	GREY VINYL SEATS	<u>Grey Vinyl</u>
	GREY INTERIOR TRIM	<u>Grey Interior</u>
	BLACK MAT FLOOR COVER (NO CARPET)	<u>Black Mat Floor Cover</u>
	AM/FM STEREO/CLOCK	<u>AM/FM Stereo/Clock</u>
	AIR CONDITIONER	<u>Air Conditioning</u>
	PASSENGER AIR BAG	<u>Not Available</u>
EXTERIOR:	TELESCOPIC EXTERIOR MIRRORS	<u>Retractable (Not telescopic)</u>
	FRONT LICENSE BRACKET	<u>Front License Plate Bracket</u>

	SPARE TIRE/WHEEL	<u>Spare Tire + Wheel</u>
ENGINE:	CUMMINS ISB DIESEL - 330 HP	<u>325 H.P. CUMMINS</u>
TRANSMISSION:	ALLISON AUTOMATIC (3000)	<u>3000 ALLISON 5 SPEED RDS</u>
FRONT AXLE:	MERITOR (STANDARD) (8,000 LBS TO 20,000 LBS)	<u>INTERNATIONAL 12,000 Lb. FRONT AXLE</u>
REAR AXLE:	MERITOR (STANDARD) (13,000 LBS TO 46,000 LBS)	<u>SPITZER 210605 25,000 Lb. REAR AXLE</u>
TIRES:	STANDARD	<u>11R22.5H</u>
BRAKES:	FOUR WHEEL ABS (AIR BRAKES)	<u>FOUR WHEEL ABS (AIR BRAKES)</u>
FRONT SUSPENSION: STANDARD (CLASS 7 ACTERRA)		<u>12,000 LBS.</u>
REAR SUSPENSION: STANDARD (CLASS 7 ACTERRA)		<u>23,500 LBS.</u>
CA:	84"	<u>84" CA</u>
GVRW	33,000 LBS	<u>33,000 GVWR</u>
ADDITIONAL EQUIPMENT:	VEHICLE NEEDS TO BE WIRED AND PLUMBED FOR ELECTRIC TRAILER BRAKES AND AIR TRAILER BRAKES	<u>AIR + ELECTRIC TRAILER BRAKES</u>
	VEHICLES BRAKE AND REVERSE LIGHTS NEED TO BE LED AND MOUNTED IN THE CENTER REAR OF THE FRAME OF THE CHASSIS	<u>Lights ARE NOT LED</u>
	RV TYPE TRAILER CONNECTOR	<u>RV Type Connector</u>
WARRANTY:	STANDARD 3/36,000 WARRANTIES ON VEHICLE	<u>24 months UNLIMITED MILEAGE</u>
	ONE (1) YEAR ON ALL ACCESSORIES	<u>(1) Year</u>
MANUALS:	ONE (1) OPERATOR'S MANUAL	<u>(1) Operations</u>
	ONE (1) WORKSHOP MANUAL ON DISC	<u>(1) Service Manual ON DISC</u>
	ONE (1) EVTM ON DISC	<u>(1) EVTM ON DISC</u>
DELIVERY DATE:	FORTY-FIVE (45) DAYS FROM DATE OF ORDER	<u>60 to 75 days</u>
PAYMENT:	NET 30 - UPON DELIVERY OF VEHICLE	<u>30 Days</u>

BASE BID PER VEHICLE (DELIVERED*):

*DELIVERY POINT IS THE PEACHTREE CITY PUBLIC WORKS DEPARTMENT

NAME OF FIRM: WADE Ford INC.

\$ 51,159.00

NOTE: Order must be received the morning of 4-17-09.

BID CONDITIONS

1. **CERTIFICATION.** The Bidder hereby certifies that they have carefully examined all of the applicable Bid/Contract Documents for the material or service specified herein, understands the nature and scope of the work to be done, and that their Bid is based upon the terms, specifications, requirements and conditions. The Bidder further agrees that the performance time specified is a reasonable time. By their signature on the response to the bid or the bid Response Form, the Bidder certifies that their Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all Bids for the purchase will result from free, open and competitive bidding among all vendors. Further, the Bidder certifies that they understand collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards. The Bidder further certifies that they are authorized to sign this Bid for the Bidder.
2. **CONFLICT OF INTEREST.** By submission of a bid, the Bidder agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include employment or elected office with Peachtree City or any of its component units. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that Peachtree City, at the discretion of the Purchasing Director in consultation with legal counsel, may reject their bid.
3. **REBATES TO PEACHTREE CITY EMPLOYEES.** Any employee or any official of the Peachtree City or any of its component units, elective or appointive, who shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as in inducement or intended inducement, in the procurement of business, or the giving of business for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to Peachtree City shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accordance with State and/or Federal laws.
4. **BIDDER'S OFFER.** The Bidder responding offers to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein and in any applicable related documents (e.g., Notification of Solicitation, Request for Information, Addenda, Contract, Bonds, Insurance, Plans, etc.). It shall be understood that the Bidder's sureties and insurers are subject to the approval of the City of Peachtree City.
5. **DISCUSSION WITH BIDDERS.** Peachtree City may award a purchase contract, based on initial offers received, without discussion of such offers. A Bidder's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. Peachtree City may, however, have discussion with those Bidders that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such Bidders, and make an award and/or conduct negotiations thereafter. The Peachtree City reserves the right to negotiate separately with any Bidder after the closing of this Bid when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of Peachtree City.
6. **CONTACTING PEACHTREE CITY PERSONNEL.** Bidders shall make NO CONTACTS - either written or verbal - with any Peachtree City employee or elected official, with the exception of the Purchasing Agent, during the period beginning with the issuance of this document through approval of award unless authorized herein. Any attempt by a vendor/Bidder to influence a member or members of the aforementioned may be grounds to disqualify the Bidder from participation in the selection process of this Bid.
7. **RESPONSE SUBMITTAL.** Return your signed Bid in a sealed envelope, marked with the Bidder name, Bid number, and Bid closing time and date. Bids shall be returned to the Purchasing Agent, Peachtree City, 151 Willowbend Road, Peachtree City, GA 30269, on or before the date and time specified. The time of receipt shall be determined by the clock in the City Hall lobby. Late Bids will not be accepted. A Public Bid opening will be held at the date and time stated in the bid or RFP. Peachtree City will not be held responsible for the failure of any mail/delivery service (e.g., U.S. Mail, hand-delivered, UPS, Federal Express, or other express mail delivery services) to deliver a Bid response prior to the stated Bid due date and time.
8. **FACSIMILE RESPONSES.** Peachtree City will NOT accept responses transmitted via facsimile unless stated to the contrary within this document.
9. **PEACHTREE CITY RIGHTS.** If determined to be in its best interest, the Peachtree City reserves the right to: (1) reject any Bid, if determined to be non-responsive in any form to this and/or related documents, (2) reject all Bids, (3) to accept any item or items in the Bids, and, (4) to waive any irregularity in the Bids.

10. **SAMPLES.** It shall be understood that ownership of all data, materials, and documentation prepared for and submitted to Peachtree City in response to this Bids shall belong exclusively to Peachtree City and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code Annotated, Section 50-18-70, et.seq., unless otherwise provided by law.
11. **BIDDER EXPENSES.** Peachtree City will not be responsible for any expenses incurred by any Bidder in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Peachtree City and/or its representatives. Further, Peachtree City shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Bidder even if the City has formally accepted a recommendation.
12. **LOWEST RESPONSIBLE BIDDER.** Peachtree City interprets the term "lowest responsible Bidder" as requiring the Peachtree City to determine which Bid is most suitable for its intended use or purpose. The Peachtree City can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective Bidders. If there is any variance or conflict, the Bid specifications or requirements shall control.
13. **PURCHASE ORDER.** A purchase order constitutes the Peachtree City's offer to the Bidder upon the terms and conditions stated herein, and shall become a binding contract on the terms set forth herein when it is accepted either by acknowledgment or performance. Peachtree City will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents shall be subject to any regulations governed by the laws of the State of Georgia and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation shall be litigated only within the courts of the State of Georgia. Contracts entered into on the basis of submitted Bids are revocable if contrary to applicable law.
14. **CONTRACTS.** If applicable, the Bidder agrees to execute and deliver to Peachtree City a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of Peachtree City in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for Peachtree City's actual damages that exceed the amount of the surety.
15. **TAXPAYER IDENTIFICATION NUMBER.** A valid federal tax identification number must be provided to the Peachtree City before any purchase orders can be issued and/or payments can be made.
16. **TERMINATION.** If the Bidder refuses or fails to make delivery of the services within the times specified herein or in the purchase order or contract, Peachtree City may, by written notice, terminate the purchase order OR contract.

STATE OF GEORGIA

COUNTY OF Cobb

SELLER'S AFFIDAVIT

Personally appeared before me, the undersigned deponent, as the duly authorized agent/representative for WADE FOND INC., Seller, who being duly sworn, deposes and states that the following items are true to the best of his knowledge:

1. The affiant is the COMMERCIAL ACCTS MGR. (title/office) of the Seller and is duly authorized to sign this affidavit.
2. That all sales taxes and assessments due or owed through the date of closing have been paid or will be fully paid prior to becoming delinquent; that all tax returns which are required to be filed prior to the date of Closing by either the State, County, City, or Federal government will have been filed as of the Closing.
3. There are no liens or encumbrances on the property described on Exhibit "A" attached hereto, and all bills of other vendors and suppliers of goods have been paid to date or shall be paid promptly.
4. There is no outstanding indebtedness regarding the property described on Exhibit "A" attached hereto.
5. To the best of Seller's knowledge and belief, there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against the property described on Exhibit "A" attached hereto either in the aforementioned county or any other county in Georgia that could in any way affect the title to property or constitute a lien thereon or which could create a lien superior to the bill of sale.
6. That no improvements or repairs have been made on the property described on Exhibit "A" attached hereto during the last ninety (90) days which have not been paid in full, and there are no outstanding bills for labor and materials or for services incurred in this connection.
7. This affidavit is made with the knowledge and understanding that it will be relied upon by purchaser and is an inducement to purchase the property described on Exhibit "A".

WITNESS:

Danny H. H. H.

SELLER:

WADE FOND INC.

BY: C. Fred Morton

TITLE: COMMERCIAL ACCTS MGR.

Sworn and subscribed

before me the parties

this 7 day of

April, 2009.

Marie Wilson

Notary Public

MARIE WILSON

Notary Public, Carroll County, Georgia
My Commission Expires Sept. 22, 2009

CITY OF PEACHTREE CITY

DUMP TRUCK

ADDENDUM #1

The following questions, issues or concerns have been raised as a result of the bid document issued March 17, 2009.

CLARIFICATION: The wheel base in the bid specs is incorrect. The correct wheel base is 158".

CLARIFICATION: The specs are for a single cab.

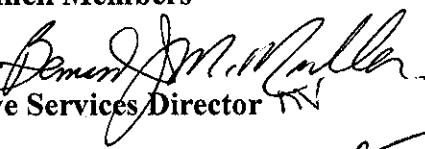
03/25/2009



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Administrative Services Director 

FROM: Public Information Officer/City Clerk 

DATE: April 9, 2009

SUBJECT: Consider Ordinance Amendment – Golf Cart Registration Requirements for July 4th Holiday
April 16, 2009, City Council Meeting

Recommendation:

That Council adopt the attached ordinance amendment lifting Golf Cart registration requirements for the annual July 4th holiday.

Discussion:

Each year, staff presents a request from the local golf cart dealers to waive golf cart registration requirements for the 4th of July Holiday, as is permitted in Section 78-92 of the City's Motorized Cart Ordinance. The waiver allows local dealers to supplement their regular supply of rental carts and meet the heavy demand for carts over the holiday, and the request has been approved for the last three years, since the option for the waiver was implemented.

The attached amendment would formalize the annual waiver for the 4th of July, eliminating the need for the Mayor and City Council to vote on the request each year.

Budget Impact:

This item should have no budgetary impact.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TRAFFIC ORDINANCE OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED SO AS TO PROVIDE FOR MOTORIZED CART REGISTRATION REQUIREMENTS; AND FOR OTHER PURPOSES.

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. That Article III, Motorized Carts, Section 78-92(a)(5) of the Traffic Ordinance of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 78-92. Registration/transfer requirements.

- (a)(5) *Special tourism events.* Council may, at its discretion, waive registration requirements for special events of a limited duration to which out-of-city residents may bring carts as participants.

Registration requirements will be waived for a five-day period beginning July 2 and ending July 6 for the annual 4th of July activities.

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 ____th day of _____ 2009.

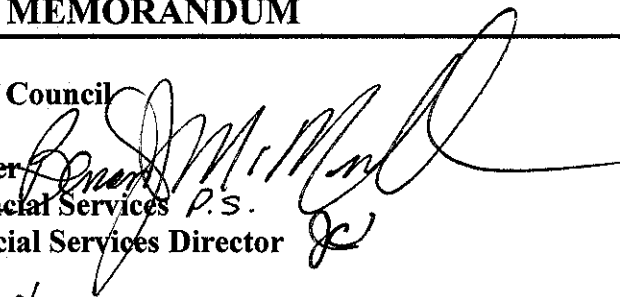
Harold K. Logsdon, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: Bernard McMullen, City Manager 
Paul Salvatore, Director of Financial Services P.S.
Janet Camburn, Assistant Financial Services Director

FROM: Angela Egan, Purchasing Agent 

DATE: April 2, 2009

SUBJECT: Request to Surplus Goods
Council Meeting: April 16, 2009

Recommendation. Staff recommends Council declare the items detailed on attached pages as surplus.

Discussion. The City has property that no longer has any value to most City departments and is taking up valuable storage space throughout the City. A list of such property – Administrative Services surplus list - is attached and will be circulated to all City departments to determine if there is still a use for any of these items. If so, the items will be distributed to the appropriate City department.

The ROW and Landscape surplus list and the Insecticide surplus list are items the City will no longer need due to outsourcing of the City's landscaping and mowing needs. Fire Department has already assumed responsibility for all items needed to maintain their stations.

Per requirements of City Administrative Regulation (CAR) 7-1, Section V, Number A (3), City Staff must submit to City Council, for approval, a consolidated list of surplus property. Once approved by City Council, all items on the attached list, not retained by another department, will be disposed of. Staff will research the most economical method of disposal for the City of the above items. City Manager will give final approval for disposal.

Budget Impact. There is no specific amount of revenue in the budget related to the sale of these goods. Any monies received from the sale of items at public auction would be placed into the City's general fund.

Attachments

Admin. Services surplus list
ROW and Landscape surplus list
Insecticide surplus list

Insecticide/Herbicide

- 1) 1 1.3oz new container of Manage Turf Herbicide.
- 2) 1 teaspoon of Manage Turf Herbicide.
- 3) 1 1.3 oz new container of Sledge Hammer Turf Herbicide.
- 4) 5 pints 16oz Suspend SC Pesticide.
- 5) 1 4oz Suspend SC Pesticide. Opened container.
- 6) 3 20oz new containers of Termidor SC Insecticide.
- 7) 1 14oz container Precor Insecticide. For Fleas.
- 8) 1 10oz container of Gentrol Insecticide. Open container.

These products will only be sold to individuals holding a category 35 spray applicators license. A copy of this license will be retained with the bill of sale.

3-23-09

ITEMS TO BE SURPLUSSED

1 RADIO SHACK CASSETTE RECORDER	USED
2 APOLLO HALOGEN BULBS FOR OVERHEAD PROJECTOR	NEW
1 1/4" JACK TO RCA PLUG ADAPTOR	NEW
1 RADIO SHACK CASSETTE RECORDER WITH WRIST STRAP	USED
1 PANASONIC FOOT PEDAL	USED
1 AUDIO-TECHNICA MICROPHONE	USED
1 MOTOROLA CHARGER	USED
1 AUDIO-TECHNICA WINDSCREEN	NEW
1 BLACK POWER CABLE	NEW
1 PHONE CORD (BEIGE)	USED
3 PHONE CORDS (BLACK)	USED
1 PHONE CHARGER	USED
1 RADIO SHACK REMOTE FOOT SWITCH	USED
1 PANASONIC HEADSET	USED
1 PHONE COIL (BEIGE)	NEW
1 GREY POWER CABLE	USED
2 BEIGE POWER CABLES	USED
1 WOVEN SHOULDER STRAP	NEW
1 BLACK HP PRINTER CABLE	USED
4 ASSORTED BLACK CABLES	USED
1 PLANTRONICS USERS GUIDE	NEW
1 ADDING MACHINE (MONROE 3140)	USED
1 HUNT BOSTON ELECTRIC PENCIL SHARPENER	USED

Public Works Department - Landscape & R.O.W. Vehicles and Equipment Surplussed ~ March, 2009

ASSET	DESCRIPTION	VIN/SERIAL #	CREW	GROUP	DISPOSITION
3002	1994 RANGER	1FTCR10U4RUD28023	ROW	VEHICLE	Surplus
3051	1998 RANGER	1FTYR10U4WUV29295	ROW	VEHICLE	Surplus
3055	1997 F250 CNGV	1FTFF27M1VKD08920	ROW	VEHICLE	Surplus
3071	1997 F250 CNGV	1FTFF27M7VKD08923	ROW	VEHICLE	Surplus
3074	1999 F250 CNGV	1FTPF27M8XKA92197	ROW	VEHICLE	Surplus
3101	ALAMO FLAIL MOWER	MW9765	ROW	EQUIPMENT	Surplus
3167	HUSQ. BLOWER	60802249	ROW	EQUIPMENT	Surplus
3169	HUSQ. TRIMMER	071500255	ROW	EQUIPMENT	Surplus
3170	HUSQ. TRIMMER	071500286	ROW	EQUIPMENT	Surplus
3227	CRAFTSMAN MOWER	041000M02261	ROW	EQUIPMENT	Surplus
3235	HANDHELD HUSQ BLOWER		ROW	EQUIPMENT	Surplus
3239	ALAMO FLAIL MOWER		ROW	EQUIPMENT	Surplus
3245	74" FLAIL MOWER	61268	ROW	EQUIPMENT	Surplus
3303	BROY HILL SPRAYER		ROW	EQUIPMENT	Surplus
3399	ALAMO BATWING MOWER	04293	ROW	EQUIPMENT	Surplus
3401	SCAG 36" W BEHIND	8010273	ROW	EQUIPMENT	Surplus
3403	STIHL STICK EDGER	253846746	ROW	EQUIPMENT	Surplus
3404	STIHL BPACK BLOWER	256168513	ROW	EQUIPMENT	Surplus
3405	WEEDEATER		ROW	EQUIPMENT	Surplus
3406	STIHL WEEDEATER	253584030	ROW	EQUIPMENT	Surplus
3422	HARROW	D89196	ROW	EQUIPMENT	Surplus
3427	MANITOU TRACTOR EDGER	2920	ROW	EQUIPMENT	Surplus
3441	UPRIGHT AIR SCAFFOLD	T061703	ROW	EQUIPMENT	Surplus
3450	BUSH HOG FLAIL	1200092	ROW	EQUIPMENT	Surplus
3451	BUSH HOG FLAIL	1200106	ROW	EQUIPMENT	Surplus
3452	BUSH HOG FLAIL	1200096	ROW	EQUIPMENT	Surplus
3453	BUSH HOG FLAIL		ROW	EQUIPMENT	Surplus
3454	BUSH HOG FLAIL		ROW	EQUIPMENT	Surplus
3455	ECHO BPACK BLOWER	003307	ROW	EQUIPMENT	Surplus
3456	ECHO STICK EDGER	076298	ROW	EQUIPMENT	Surplus
3457	ECHO HEDGE TRIMMER	2055010	ROW	EQUIPMENT	Surplus
3514	HUSQ. EDGER		ROW	EQUIPMENT	Surplus
3515	HUSQ. BPACK BLOWER	8001482	ROW	EQUIPMENT	Surplus
3516	ALAMO SUPER HEAVY DUTY FLAIL	60364	ROW	EQUIPMENT	Surplus
3517	KAWASAKI WEEDEATER	HA034F012548	ROW	EQUIPMENT	Surplus
3518	KAWASAKI WEEDEATER	HA034F008817	ROW	EQUIPMENT	Surplus
3519	KAWASAKI WEEDEATER	HA034F008818	ROW	EQUIPMENT	Surplus
3700	STIHL WEEDEATER	252728648	ROW	EQUIPMENT	Surplus
3701	STIHL WEEDEATER	252728629	ROW	EQUIPMENT	Surplus
3703	STIHL WEEDEATER	252728626	ROW	EQUIPMENT	Surplus
3704	STIHL WEEDEATER	242728609	ROW	EQUIPMENT	Surplus
3814	HUSTLER EXCEL MOWER	004330	ROW	EQUIPMENT	Surplus
3825	NEW HOLLAND 5610 TRACTOR	310747M	ROW	EQUIPMENT	Surplus
3837	JOHN DEERE TRACTOR 5220	LV5220S422566	ROW	EQUIPMENT	Surplus
3838	JOHN DEERE TRACTOR 5220	LV5220S422568	ROW	EQUIPMENT	Surplus
3840	JOHN DEERE TRACTOR 5220	LV5220S422565	ROW	EQUIPMENT	Surplus
3888	HUSQ. STICK EDGER	052600134	ROW	EQUIPMENT	Surplus
3889	HUSQ. TRIMMER	062600015	ROW	EQUIPMENT	Surplus
3891	HUSQ. HEDGE TRIMMER	041700671	ROW	EQUIPMENT	Surplus
3100	HONDA PUSH MOWER	MZBA6215902	LANDSCAPE	EQUIPMENT	Surplus
3115	PUSH MOWER		LANDSCAPE	EQUIPMENT	Surplus
3116	GREEN MACH. BLOWER	4600-LP	LANDSCAPE	EQUIPMENT	Surplus
3159	HUSQ. HEDGE TRIMMER	065200030	LANDSCAPE	EQUIPMENT	Surplus
3168	HUSQ. TRIMMER	071522269	LANDSCAPE	EQUIPMENT	Surplus
3171	HUSQ. HEDGE TRIMMER	072900018	LANDSCAPE	EQUIPMENT	Surplus
3172	HUSQ. HEDGE TRIMMER	072900029	LANDSCAPE	EQUIPMENT	Surplus
3301	STIHL STICK EDGER	253846660	LANDSCAPE	EQUIPMENT	Surplus
3302	BROY HILL SPRAYER		LANDSCAPE	EQUIPMENT	Surplus
3305	STIHL STICK EDGER	254869232	LANDSCAPE	EQUIPMENT	Surplus

3306	STIHL STICK EDGER	255056982	LANDSCAPE	EQUIPMENT	Surplus
3307	STIHL MAGNUM BPACK BLOWER	256168512	LANDSCAPE	EQUIPMENT	Surplus
3308	STIHL MAGNUM BPACK BLOWER	256268514	LANDSCAPE	EQUIPMENT	Surplus
3309	SCAG 36" W BEHIND MOWER	0810269	LANDSCAPE	EQUIPMENT	Surplus
3311	JOHN DEERE PUSHMOWER	14PZ	LANDSCAPE	EQUIPMENT	Surplus
3312	JOHN DEERE PUSHMOWER	GX14PZB052972	LANDSCAPE	EQUIPMENT	Surplus
3313	JOHN DEERE PUSHMOWER	GX14PZB052970	LANDSCAPE	EQUIPMENT	Surplus
3314	ECHO B PACK BLOWER	PB4600	LANDSCAPE	EQUIPMENT	Surplus
3315	STIHL MAGNUM BPACK BLOWER	256168510	LANDSCAPE	EQUIPMENT	Surplus
3317	STIHL CHAIN SAW	122010023	LANDSCAPE	EQUIPMENT	Surplus
3318	50 GALLON SPRAY TANK	SY30700547	LANDSCAPE	EQUIPMENT	Surplus
3319	STIHL CHAIN SAW	118319778	LANDSCAPE	EQUIPMENT	Surplus
3325	BILLYGOAT VACUUM	O10703111	LANDSCAPE	EQUIPMENT	Surplus
3326	AERATOR	OO504294	LANDSCAPE	EQUIPMENT	Surplus
3337	REEL MOWER	384888	LANDSCAPE	EQUIPMENT	Surplus
3338	REEL MOWER	O32381	LANDSCAPE	EQUIPMENT	Surplus
3342	TORO AERATOR	40441	LANDSCAPE	EQUIPMENT	Surplus
3344	EDGER	O59983	LANDSCAPE	EQUIPMENT	Surplus
3348	HUSQ. MOWER	O51652308	LANDSCAPE	EQUIPMENT	Surplus
3356	PARKER PUSH BLOWER	RHT9608IC0953	LANDSCAPE	EQUIPMENT	Surplus
3361	HUSQ. WEEDEATER	953170201	LANDSCAPE	EQUIPMENT	Surplus
3362	ECHO TRIMMER	OO1799	LANDSCAPE	EQUIPMENT	Surplus
3363	ECHO TRIMMER	OO1801	LANDSCAPE	EQUIPMENT	Surplus
3364	EXCEL 1500 SHORTCUT MOWER	8100614	LANDSCAPE	EQUIPMENT	Surplus
3365	JOHN DEERE W BEHIND	TC4420X025433	LANDSCAPE	EQUIPMENT	Surplus
3370	STICK EDGER	O500082	LANDSCAPE	EQUIPMENT	Surplus
3371	HUSQ. STICK EDGER	OO1400092	LANDSCAPE	EQUIPMENT	Surplus
3372	HUSQ. BPACK BLOWER	7001647	LANDSCAPE	EQUIPMENT	Surplus
3373	HUSQ. BPACK BLOWER	8001231	LANDSCAPE	EQUIPMENT	Surplus
3374	HUSQ. BPACK BLOWER	7001664	LANDSCAPE	EQUIPMENT	Surplus
3375	KAWASAKI WEEDEATER	HA034F012236	LANDSCAPE	EQUIPMENT	Surplus
3376	STIHL HEDGE TRIMMER	253756493	LANDSCAPE	EQUIPMENT	Surplus
3377	STIHL HEDGE TRIMMER	253756496	LANDSCAPE	EQUIPMENT	Surplus
3379	STIHL HEDGE TRIMMER	253803488	LANDSCAPE	EQUIPMENT	Surplus
3702	STIHL WEEDEATER	252728642	LANDSCAPE	EQUIPMENT	Surplus
3852	HUSQ. SELF PROPELLED MOWER	55R21HV	LANDSCAPE	EQUIPMENT	Surplus
3861	HUSQ. 3258HS75	O10600551	LANDSCAPE	EQUIPMENT	Surplus
3862	HUSQ. MOWER	O51954052	LANDSCAPE	EQUIPMENT	Surplus
3865	LARK 200 GALLON SPRAYER	296	LANDSCAPE	EQUIPMENT	Surplus
3867	HONDA MOWER	MZB26353496	LANDSCAPE	EQUIPMENT	Surplus
3870	HUSQ. BLOWER	200081	LANDSCAPE	EQUIPMENT	Surplus
3880	HUSQ. WEEDEATER	O51400069	LANDSCAPE	EQUIPMENT	Surplus
3881	HUSQ. WEEDEATER	O54100542	LANDSCAPE	EQUIPMENT	Surplus
3883	HUSTLER HYDRO STAR WBEHIND	O6071404	LANDSCAPE	EQUIPMENT	Surplus
3884	TORO WBEHIND	260000510	LANDSCAPE	EQUIPMENT	Surplus
3885	TORO WBEHIND	260000511	LANDSCAPE	EQUIPMENT	Surplus
3892	HUSQ. HEDGE TRIMMER	O40700670	LANDSCAPE	EQUIPMENT	Surplus
3893	HUSQ. TRIMMER	O65000136	LANDSCAPE	EQUIPMENT	Surplus
3894	HUSQ. STICK EDGER	O52600184	LANDSCAPE	EQUIPMENT	Surplus
3895	HUSQ. TRIMMER	O63600005	LANDSCAPE	EQUIPMENT	Surplus
O11	PUSH MOWER	050103M010097	LANDSCAPE	EQUIPMENT	Surplus
O12	PUSH MOWER	050103M010005	LANDSCAPE	EQUIPMENT	Surplus
O13	PUSH MOWER	050103M010091	LANDSCAPE	EQUIPMENT	Surplus
3514	HUSQ. EDGER	322E	LANDSCAPE	EQUIPMENT	Surplus
3049	1995 F150	1FTEF15Y1SNA99894	LANDSCAPE	VEHICLE	Surplus
3054	1999 F250 CNGV	1FTPF27M6XKA92196	LANDSCAPE	VEHICLE	Surplus
3088	1998 F350	1FDWF36F1XEA33104	LANDSCAPE	VEHICLE	Surplus
Additions to Suplus List/Swapped For Better LS or ROW Vehicle/Equipment					
3001	1993 Ford Ranger Extra Cab	1FTCR10U4RUD28023	Paths	Vehicle	Surplus
3030	1993 F-250 CNGV	1FTPF27M4XKA92195	Paths	Vehicle	Surplus

3077	1999 F-250 CNGV	1FTFPF27M4WK91207	Sign	Vehicle	Surplus
3095	1999 Crown Vic	2FAFP71W8XX113620		Vehicle	Surplus
3096	1995 Ford Ranger	1FTCR10X7PUC29963		Vehicle	Surplus
3098	1994 Ford Ranger 4X4	1FTCR11U6RUD34761		Vehicle	Surplus
3099	1999 Crown Vic	2FAFP71W9XX130085		Vehicle	Surplus
2429	1999 Crown Vic	2FAFP71W6XX159639		Vehicle	Surplus
PW3	1999 Crown Vic	2FAFP71W9XX159652		Vehicle	Surplus
3831	1997 Cushman Truckster	98002356		Equipment	Surplus
3834	2003 Cushman Truckster	00003566		Equipment	Surplus
3842	2004 5220 John Deere	LV5220S422600		Equipment	Surplus

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: City Clerk

DATE: April 2, 2009

SUBJECT: Alcohol License – NEW – Kobe Japanese Steakhouse
April 16, 2009, Regular Meeting

Recommendation:

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

Discussion:

Kobe Japanese Restaurant, a restaurant to be located at 2872 Highway 54 West (Shoppes at the Piazza), has submitted a request for a new alcohol license. Mr. Sing Fui Chan has requested he be appointed as the Licensee and the License Representative. He will attend the meeting on Thursday, April 16, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for a distilled spirits, beer, and wine license, \$5,000, plus \$500 for Sunday Sales.

Attachments



City Hall
 151 Willowbend Road
 Peachtree City, GA 30269
 Phone: 770-487-7657
 Fax: 770-631-2505
 www.peachtree-city.org

Application For Alcoholic Beverage License

Business Name: Kobe Japanese Steak house	Business Location: 2872 West HY 54 Peachtree City, GA 30269	
Nature of Business: Restaurant	Mailing Address: 211 Sport way, Griffin GA 30223	Business Phone Number:
Name of Licensee: Red apple enterprises INC d/b/a Kobe Japanese Steak house	Home Address: 211 Sport way, Griffin GA 30223	Home Phone Number:
Name of License Representative: Sing fui Chan	Home Address: 211 Sport way, Griffin GA 30223	Home Phone Number: 678 200 9888

Please indicate type of licenses applying for:

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

Please complete information below (use separate sheet if necessary):

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
Sing fui Chan	211 Sport way, Griffin GA 30223	678 200 9888

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

If YES, Please Provide Name of Employee: _____

State of Georgia

City of Peachtree City:

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

Sing Fui Chan

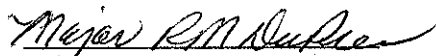
211 Sport Way Griffin, GA 30233

Address

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


Signature

3/26/09
Date


Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: City Clerk

DATE: April 10, 2009

SUBJECT: Alcohol License – NEW – Maguires dba The Fred Catering
April 16, 2009, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcohol license for the concessionaire for The Frederick Brown, Jr., Amphitheater.

Discussion:

Maguires Family & Friends, Inc., dba The Fred Catering, has submitted a request for a new alcohol license at The Fred, 201 McIntosh Trail. Mr. Francis P. Maguire has requested he be appointed as the Licensee. Mr. Christopher Fives has requested he be appointed as the License Representative. As you may know, Mr. Maguire has an alcohol license for his restaurant in Senoia. They will attend the meeting on Thursday, April 16, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for a distilled spirits, beer, and wine license at The Fred, \$2,500.

Attachments

Application For Alcoholic Beverage License

Business Name: Maguires Family & Friends Inc	Business Location: 201 McIntosh Tr Peachtree City	
Nature of Business: Food & alcohol service	Mailing Address: 328 Johnson St Senoia GA 30276	Business Phone Number: 770 727 3020
Name of Licensee: Francis P. Maguire Maguires Family & Friends Inc	Home Address: 42 Main St Senoia GA 30276	Home Phone Number: 770 727 3020
Name of License Representative: Christopher Fives	Home Address: 125 Highgrove Rd Fayetteville GA 30214	Home Phone Number: 860 558 0318

Please indicate type of licenses applying for:

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

Please complete information below (use separate sheet if necessary):

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
Francis P Maguire Pres	125 Highgrove Rd Fayetteville GA	404 808 1590 770 727 3620 Bus
Christopher Fives VP-Sec	125 Highgrove Rd Fayetteville GA	860 558 0318 770 727 3020 Bus
Maguires Family & Friends Inc	42 Main St Senoia GA 30276	770 727 3020
Cindy Diivido	328 Johnson St Senoia GA 30276	770 599 3217 404 808 5243

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

If YES, Please Provide Name of Employee: n/a



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

State of Georgia

City of Peachtree City

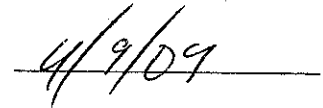
I, Major Robert M. Dupree, of the City of Peachtree City, do hereby certify that:

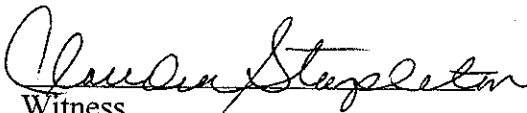
Francis P. Maguire

125 Highgrove Drive
Fayetteville, GA 30215

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


Major Robert M. Dupree




Witness



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

State of Georgia

City of Peachtree City

I, Major Robert M. Dupree, of the City of Peachtree City, do hereby certify that:

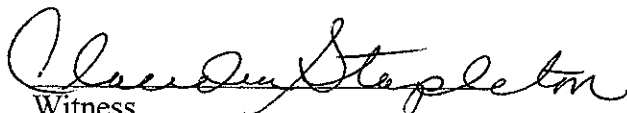
Christopher Fives

125 Highgrove Drive
Fayetteville, GA 30215

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


Major Robert M. Dupree

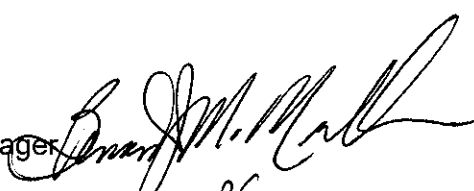

4/9/09


Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

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

DATE: April 7, 2009

SUBJECT: Budget Amendments – Fiscal Year 2009

April 16, 2009 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments.

Discussion:

Attached please find budget amendments 09-032 through 09-035 for fiscal year 2009 submitted for your approval. Budget amendments 09-032 and 09-033 are mid-year amendments to the City's Special Revenue Funds and reflect donations, grants and other revenue received since October 1, 2008. These amendments will increase the budgeted revenue for the amounts actually received and increase budgeted expenditures in the fund allowing the departments to spend the monies received. Budget amendments 09-034 and 09-035 reflect the reduction in staff and the increase in contractual services for out-sourcing of mowing and landscaping in the Public Works and Recreation departments that was recently approved by City Council.

Budget Impact:

The budget amendments increase expenditures in all of the Special Revenue Funds by a total of \$39,476 in fiscal year 2009; and increases budgeted revenues by \$233,339 and decreases budgeted expenditures in the General Fund by a total of \$56,311 in fiscal year 2009.

If you have any questions please do not hesitate to contact either Paul Salvatore or Janet Camburn.

Thank you for your attention to this matter.

Attachment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-032

DATE April 16, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
204-00-34-2200		HAZMAT Donation	5,000	
204-3510-53-1175		Operating Supplies	5,000	
207-00-34-7901		Ticket Sales	4,090	
207-6110-52-1200		Professional Services	4,090	
208-00-33-4215		State Grant	4,037	
208-3510-53-1180		Computer Supplies	1,968	
208-3510-53-1650		Small Tools & Equip	2,069	
209-00-34-2102		Donations	7,275	
209-3210-53-1175		Operating Supplies	4,775	
209-3210-53-1650		Small Tools & Equip	2,500	
210-00-34-2100		Donations - K9	675	
210-00-34-2116		Donations - Vest Fund	950	
210-3210-53-1650		Small Tools & Equip	1,080	
210-3210-53-1175		Operating Supplies	545	
266-00-34-2102		Donations	2,000	
266-6110-53-1175		Operating Supplies	2,000	
TOTAL			\$ 48,054	\$ -

To amend Special Revenue Fund budgets to reflect donations, grants, and other revenue sources received since October 1, 2008. The amendment increases both revenue and expenditures in the funds.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-033

DATE April 16, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
233-00-34-7901		Field Account Fees	1,385	
233-00-34-7902		Box Account Fees	1,155	
233-6129-61-1237		Transfer to Fund 237	200	
233-6129-54-1200		Site Improvements	2,340	
234-00-34-7900		Other Revenue - Fees	1,630	
234-6129-54-1200		Site Improvements	1,630	
235-00-34-7900		Other Revenue - Fees	579	
235-6129-54-1200		Site Improvements	579	
237-00-34-7900		Other Revenue - Fees	2,775	
237-00-39-1233		Transfer from Fund 233	200	
237-6129-54-1200		Site Improvements	2,975	
239-00-34-7901		Field Account Fees	6,235	
239-00-34-7903		Rink Account Fees	60	
239-6129-54-1200		Site Improvements	6,295	
240-00-34-7900		Other Revenue - Fees	1,070	
240-6129-54-1200		Site Improvements	1,070	
243-00-34-7900		Other Revenue - Fees	360	
243-6129-54-1200		Site Improvements	360	

TOTAL \$ 30,898 \$ -

To amend Special Revenue Fund budgets (Athletic Fee Funds) to reflect other revenue sources (fees) received since October 1, 2008. The amendment increases both revenue and expenditures in the funds.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-034

DATE April 16, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-4100-51-1100		Regular Salaries		67,158
100-4100-51-2200		Social Security		19,242
100-4100-51-2300		Medicare		4,500
100-4100-51-2100		Health Insurance		68,614
100-4100-51-2101		LT Disability		1,214
100-4100-51-2102		Dental Insurance		3,754
100-4100-51-2103		Life Insurance		1,241
100-4100-51-2401		Retirement Match		4,820
100-4100-51-2700		Workers' Compensation		15,709
100-4100-52-2140		Landscape		25,336
100-4100-52-2275		R&M - Vehicles		5,000
100-4100-52-3200		Communications		3,000
100-4100-53-1175		Operating Supplies		3,000
100-4100-53-1210		Water		1,200
100-4100-53-1215		Sewerage		1,200
100-4100-53-1220		Natural Gas		1,000
100-4100-53-1230		Electricity		1,000
100-4100-53-1230		CNG		4,000
100-4100-53-1270		Gasoline		10,000
100-4100-53-1285		Diesel		10,000
100-4100-53-1650		Small Tools & Equipment		7,000
100-4100-53-1725		Uniforms		5,000
100-4100-52-1245		Contractual Services	192,968	
100-00-39-2100		Sale of Fixed Assets	187,576	
100-00-38-9025		Surplus Carryover		257,596

\$ 380,544

\$ 520,584

To amend Public Works budget for reduction in staff and increase in contractual services for out-sourcing.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-035

DATE April 16, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-6110-52-1100		Regular Salaries		10,432
100-6110-51-2200		Social Security		3,704
100-6110-51-2300		Medicare		866
100-6110-51-2100		Health Insurance		19,060
100-6110-51-2101		LT Disability		229
100-6110-51-2102		Dental Insurance		417
100-6110-51-2103		Life Insurance		235
100-6110-51-2700		Workers' Compensation		1,294
100-6110-52-2140		Landscape		1,664
100-6110-52-2275		R&M - Vehicles		2,000
100-6110-52-3200		Communications		88
100-6110-53-1175		Operating Supplies		3,703
100-6110-53-1270		Gasoline		2,653
100-6110-53-1650		Small Tools & Equipment		1,925
100-6110-53-1725		Uniforms		1,260
100-6110-52-1245		Contractual Services	63,239	
100-00-39-2100		Sale of Fixed Assets	45,763	
100-00-38-9025		Surplus Carryover		32,054

\$ 109,002

\$ 81,584

To amend Recreation budget for reduction in staff and increase in contractual services for out-sourcing.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

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

FROM: Stormwater Manager *[Signature]*

DATE: March 30, 2009

SUBJECT: Stormwater Maintenance Agreements
April 16, 2009 City Council Agenda

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached stormwater maintenance agreement.

Discussion:

Pursuant to our Post Construction Stormwater Management Ordinance, every new commercial/industrial development is required to sign an agreement with the City that states that the landowner will be responsible for the maintenance of their stormwater facility.

Attached is the agreement for the property owned by Trek Bike Center. The agreement is completed in the standard format as has been reviewed by the City Attorney and is acceptable.

Budget Impact:

There is no budget impact for this particular agreement.

Attachment

cc: File

STATE OF GEORGIA
COUNTY OF FAYETTE

After Recording Return to:
City Manager, City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Peachtree City STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 27 day of March, 2008, by and between
(Insert Full Name of Owner) William D. Harris hereinafter called
the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that
WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel
Identification Number) 7-35-51 as recorded by deed in the land
records of the City of Peachtree City, Georgia, Deed Book 2847 Page 693, hereinafter
called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site
Plan/Subdivision Plan known as Trail Willow, (Name of Plan/Development)

hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of City of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan dated 6/21/07 titled TRAIL 4th Center on file in the office of the City Engineer and incorporated herein by express reference.
2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The inspection shall be performed by a registered professional engineer with experience in stormwater facility design, construction, and maintenance. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the

City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which schedule must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of City of Peachtree City, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests.

WITNESS the following signatures and seals:

Trek Bike Center

Company/Corporation/Partnership Name (Seal)

By: William D. Hines

William D. Hines

(Type Name and Title)

[Signature]
Witness

The foregoing Agreement was acknowledged before me this 27 day of March, 2009, by

[Signature]
NOTARY PUBLIC

My Commission Expires: 10/31/2012

COUNTY OF Henry, GEORGIA

Mayor of Peachtree City

Witness

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____, by

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

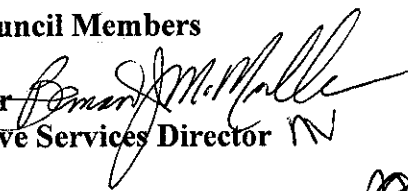
City Attorney

Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Administrative Services Director 

FROM: Public Information Officer/ City Clerk 

DATE: April 10, 2009

SUBJECT: Public Hearing - Consider Rezoning, 37.001 acres, GI to LUR, Southpark
International Industrial Park
April 16, 2009, City Council Meeting

Recommendation:

That Council continue the Public Hearing and consideration of this item until the May 7, 2009, agenda.

Discussion:

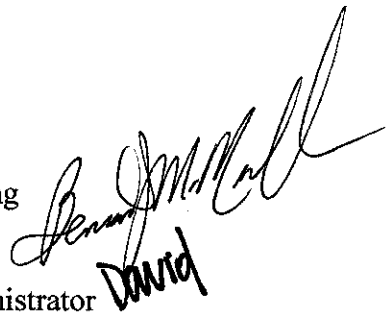
At the March 19 meeting, Council continued this item until April 16. However, to meet the advertising requirements and allow the item to proceed with the Planning Commission on April 27, staff is requesting that Council continue the item until the May 7, 2009 agenda.

POSITION PAPER

Proposed Variance: Sign – World Airways building
101 World Drive

Interim Developmental Services Director/ Zoning Administrator

April 9, 2009



Situation:

The final site plan for the World Airways building within the Kedron Office Park was approved on September 11, 2000. The overall 6.51-acre site contains a 60,000 SF office building and associated parking. Prior to approval of the final site plan, the Architect requested and was granted a variance to the maximum building height allowed within the OI Office Institutional zoning district to permit a building exceeding 35' in height.

The Sign Permit Application for the building's wall sign was approved on September 4, 2001, and included the approval of two wall signs (Attachment "A"). Both wall signs were installed, one measuring 226.7" x 18" (28.3 SF) and the other measuring 60.2" x 18" (7.5 SF).

Section 66-15 (4)(a) of the city's Sign Ordinance limits wall signs within office zoning districts to a single sign measuring no more than one-half square feet per linear foot of building frontage to a maximum of 30 square feet (Attachment "B"). There is no record of a variance or administrative variance granted to this development to permit the installation of two wall signs. Approval of the sign permit for this development appears to have been granted in error.

World Airways, Inc. has now changed their name to Global Aviation Holdings and desires to replace the existing wall signs on the building with new signage. They will also be changing the graphics on the existing monument sign accordingly. The proposed "World Airways" sign would measure 159.74" x 23.41" (25.9 SF) and the proposed "Global Aviation Holdings" sign would measure 234.65" x 34.4" (56 SF).

The Applicant is requesting a variance to Section 66-15 (4)(a) of the city's sign ordinance to allow two wall signs on the existing building. In addition, a variance to this section would also be necessary in order to allow a wall sign larger than 30 SF.

A copy of the variance application that addresses variance policies and procedures as well as a drawing of the sign proposal is included as Attachment "C".

Proposed Variance: Sign – World Airways building

April 9, 2009

Page 2

Facts:

1. The subject parcel is zoned OI Office Institutional. Section 66-15 (4)(a) of the city's Sign Ordinance limits wall signs within office zoning districts to a single sign measuring no more than one-half square feet per linear foot of building frontage to a maximum of 30 square feet.
2. Approval of the sign permit application on September 4, 2001 appears to have been granted in error, as the permit allowed the installation of two wall signs on the building. There is no record of a variance or an administrative variance being granted to support this application.
3. The Applicant is proposing to replace both wall signs on the existing building. One sign would comply with the size requirements identified within the sign ordinance. The second sign (as submitted) exceeds these size requirements and would be approximately twice the size permitted.
4. To date, the city has not granted any variances to the city's sign ordinance.

Recommendation:

City Staff recommends that the variance not be approved. Although the existing sign permit appears to have been granted in error, there is no compelling reason to support granting a variance to permit two wall signs on the existing building. There is also no compelling reason to support a variance to allow a substantial increase in the size of the second wall sign.

Attachments

Peachtree City

SIGN PERMIT APPLICATION

This is an application for a permit to install a sign at the following location: 101
World Dr., Peachtree City, GA 30269

Type of sign proposed (wall, free-standing, banner, etc.): Free-standing
and Wall

A complete description of the proposed sign and its construction is attached in accordance with the requirements of Section 66-41 of the Peachtree City Sign Ordinance.

Name of Tenant: HLH Office Bldg. / World Airways Business License #: _____

Sign Contractor: Group II Corp. Business License #: _____

Zoning District: _____

Name of Applicant: Group II Corp. Phone Number: 7-631-7278
7-389-9100

Address of Applicant: 900 Westpark Dr., Suite 300, Peachtree City, GA.

Signature: Joseph Gozney Date: 4/4/01

I hereby certify that I am the owner of the property on which the proposed sign will be located and I approve of its design and location:

Signature of Owner or Legally Authorized Agent: Joseph Gozney Date: 4/4/01

This application has been reviewed and approved with the following comments and conditions: Approved as submitted. 2 Wall
& 1 freestanding

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

City Planner: B Williams / th
Date: _____

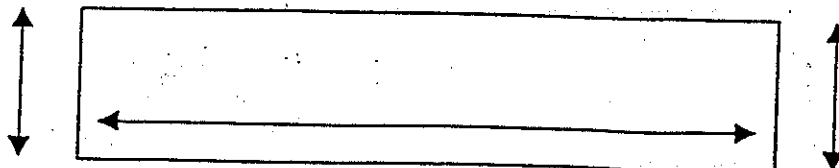
ⓧ: Please see back for more information

Peachtree City

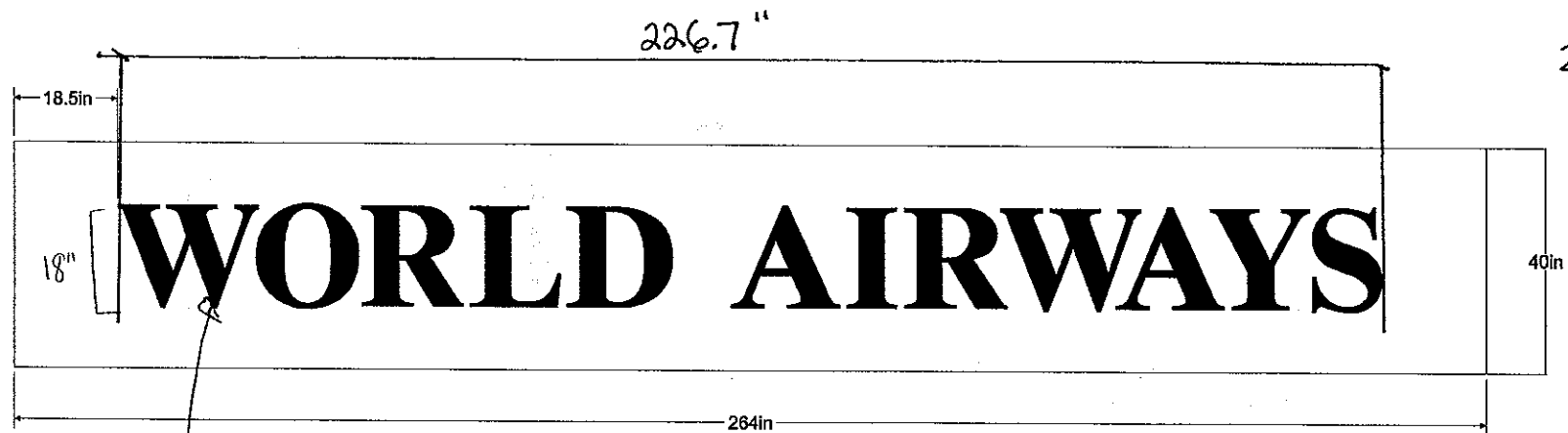
Submission of applicable items will expedite this application

Materials Submitted	Accepted	Date
1. Plan showing location of sign on property		4/4/01
2. Scaled drawings showing size, shape & height of sign.		4/4/01
3. Scaled drawings showing sign in relation to surroundings.		
4. Scaled drawings showing the design of proposed message.		4/4/01
5. Color samples keyed to the drawings.		
6. Material specifications.		4/4/01
7. Construction details.		
8. Landscape design.		
9. Electrical Permit as applicable		
10. Date of installation.		4/18/01 (Approx.)

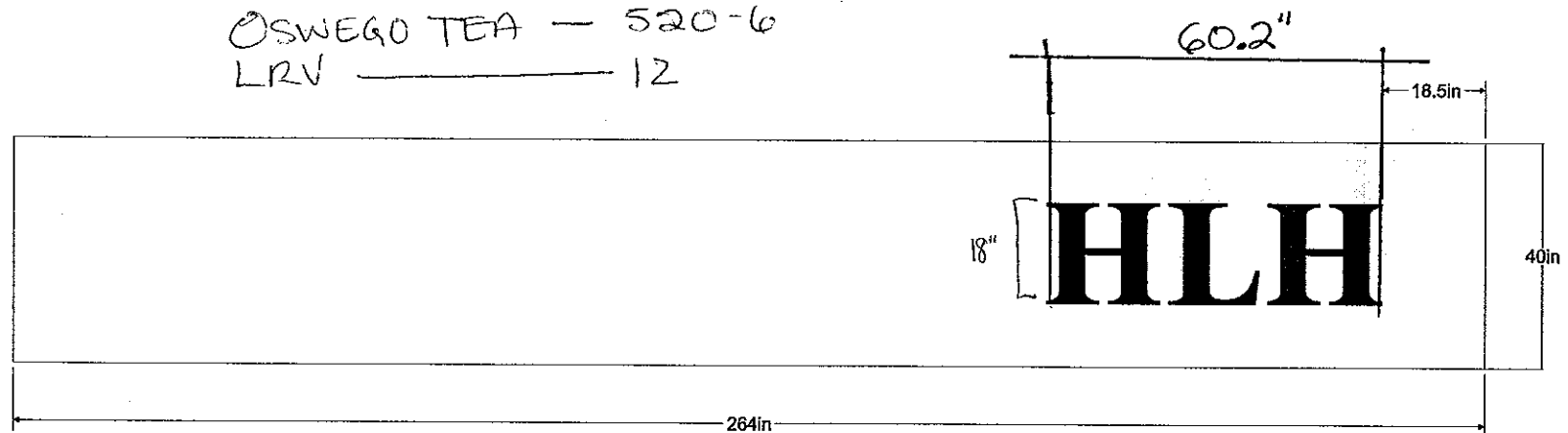
BANNER DRAWING (MAXIMUM SIZE 35 SQ. FT.)
SHOW DIMENSIONS, MESSAGE, COLORS

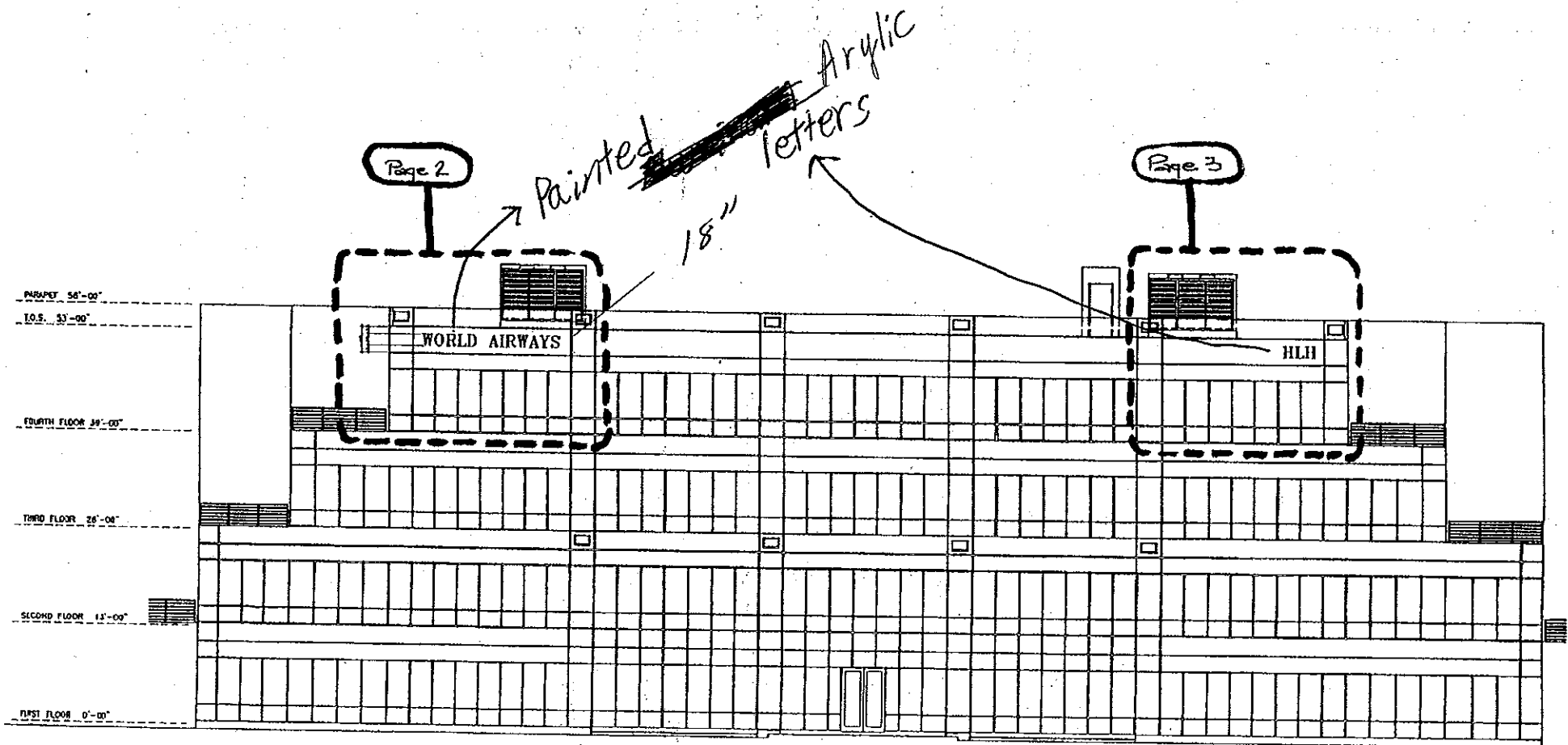


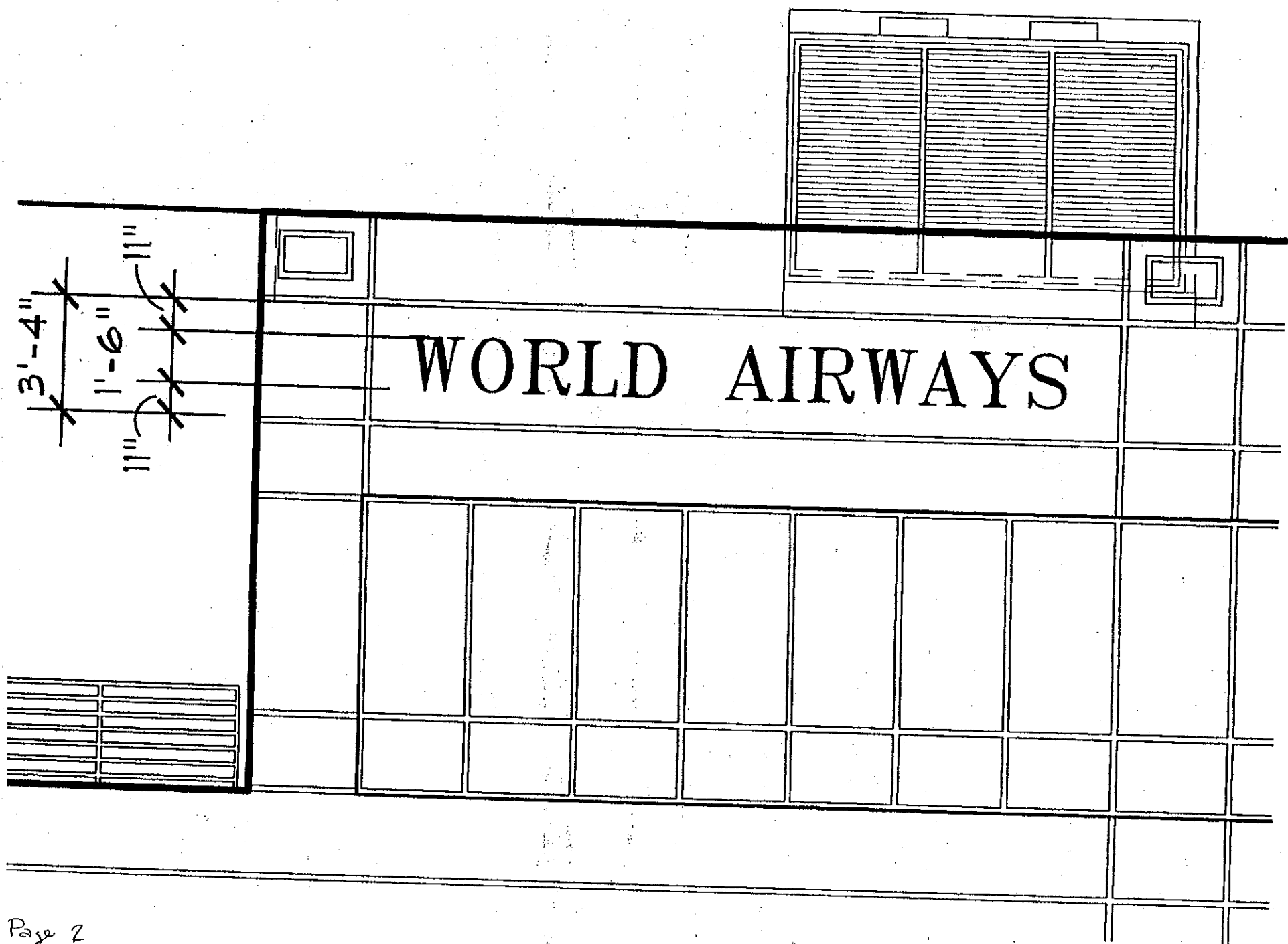
Beginning Date _____ Ending Date _____ (Maximum 10 Days)



PITTSBURGH PAINTS
OSWEGO TEA — 520-6
LRV ————— 12







(4) Wall signs (office zoning districts).

- a. For a single or multi-tenant office building, the wall sign shall be limited to one-half square feet per linear foot of building frontage to a maximum of 30 square feet.
- b. Each tenant within a multi-tenant office building that has direct access from the exterior of the building into the actual tenant space may have one wall sign not to exceed ten square feet located immediately adjacent to or above the entrance to the tenant space.
- c. In a multi-building office complex, each building may have one identification sign not exceeding five square feet.



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

VARIANCE APPLICATION

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

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00

Variance Fee: \$250.00

Receipt # 141436
Date Filed 03/25/09
Case # V-2009-02
Office Use Only

VARIANCE LOCATION	Street Address <u>101 World Drive, Peachtree City, GA</u> <u>WORLD AIRWAYS</u>	PROPERTY OWNER	Name <u>Global Aviation Holdings</u> Phone <u>770-632-8221</u> Email <u>Remy.Saintil@global-shareservices.com</u>
	Zoning District: ☐ Residential ☐ Multi-Family ☒ Commercial\Industrial\Office Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below) Variance from which ordinance: ☒ Sign ☐ Fence ☐ Land Development ☐ Zoning	PROPERTY INFO	Subdivision: _____ Phase: _____ Lot # _____
APPLICANT	Name <u>Jacob Wolfe - A Sign Group, Inc.</u> Address <u>1980 hwy 54 west</u> City, State, Zip <u>Fayetteville, ga</u> Phone # <u>770-486-1806</u> Email <u>asigngroup@bellsouth.net</u>	SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☒ Site plan (with property lines and proposed work) ☒ A detailed report justifying the requested variance ☐ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☐ Other Items Demonstrating Need (topo. Survey, etc)

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

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

VARIANCE	Please review the ordinances and instructions on the back of this page. 1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) How much of a variance is being requested? <u>0</u> Feet 3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☒ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>Customer HAS Approval for two Signs when Building Built. Name change now</u>
----------	---	--

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

Signature of Owner/Agent: _____

Date 3/24/09

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: <u>David E. Rant</u> DER	☐ Approved ☐ Denied ☐ Approved with Conditions
Date of Acceptance: <u>03-27-09</u>	Date of Hearing: <u>04-16-09</u>	

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:		
Signature: <u>David E. Rant</u>	Date of Acceptance: <u>03-27-09</u>	Date of Public Hearing: <u>04-16-09</u>	



VARIANCE

1980 Highway 54 West
Fayetteville/Peachtree City, GA 30269
Phone 770-486-1806 Fax 678-364-6690

DATE 3-24-09

Variance application submitted for Global Aviation Holdings by A Sign Group, Inc. per wall sign ordinance:

Global Aviation Holdings is requesting a variance in Peachtree City's Sign Ordinance for and amendment to the wall signs on their specific building.

When the building was built in 2001 the City of Peachtree approved the building with two wall signs as shown in the attached photographs. In 2009 the corporation, know to the public as World Airways, Inc., has now changed their name to Global Aviation Holding with a sub company still operating as World Airways. They wish to represent this on their building with the removal of the existing formed plastic letters and the installation of new formed plastic letters per new designs and logos attached. Total square footage is still well under maximum sq/ft allowed by Peachtree City's Sign Ordinance. They wish to have both logos in the same location on the building as the two previously approved logos.

All colors, size and specifications are included in the variance packet. Please feel free to call if you have any questions or concerns.

Thank you,

Jacob Wolfe
A Sign Group, Inc.
770-486-1806

New Custom Formed
Plastic Letters 5/8"

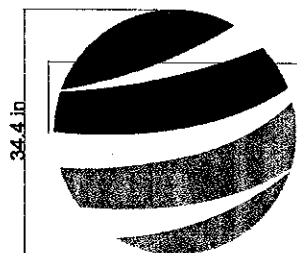
159.74 in

23.41 in

17.41 in

WORLD

A I R W A Y S



234.65 in

13.26 in

GLOBAL AVIATION

H O L D I N G S

5.02 in

EXTERIOR WALL SIGN

5/8" Custom Formed Plastic Letters
Stud Mounted Letters - FLUSH
All letters painted
Letters installed on exterior wall
Installation done by Donovan
Crane required
Need Wall paint color to touch up existing letters

GLOBAL AVIATION

■ Cool Grey 9 U

■ PMS 276 U

WORLD AIRWAYS

■ PMS 281



Client: GLOBAL AVIATION HOLDINGS
Location: PEACHTREE CITY, GA
Project: NAME CHANGE
Drawn by: JACOB WOLFE
Dwg Type: PROOF 2
Date: 2-5-09
File: MEETING ROOM SIGNS

I HAVE REVIEWED THE ABOVE SPECIFICATIONS & HEREBY FULLY
UNDERSTAND CONTENT OF PRODUCT TO BE FABRICATED AND
APPROVE THIS PROJECT TO BE FABRICATED
AS SHOWN WITH REVISIONS AS SHOWN

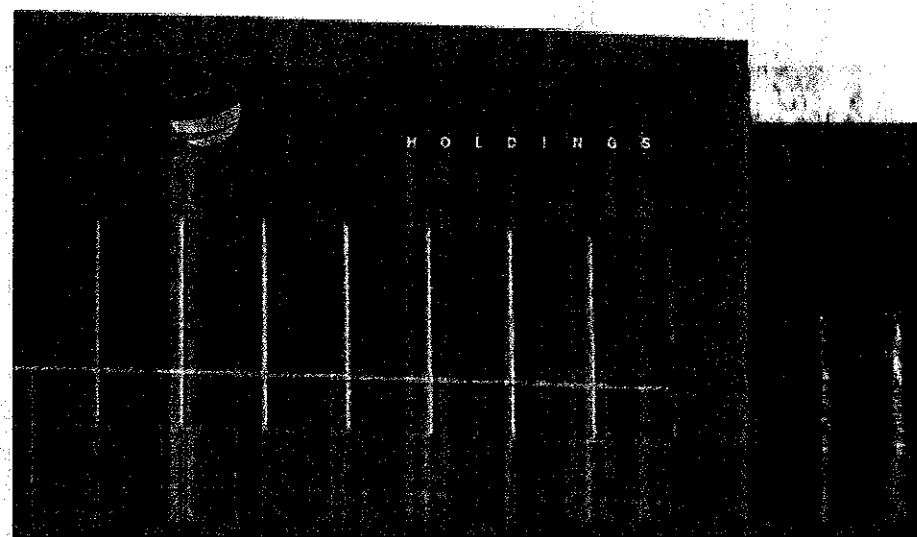
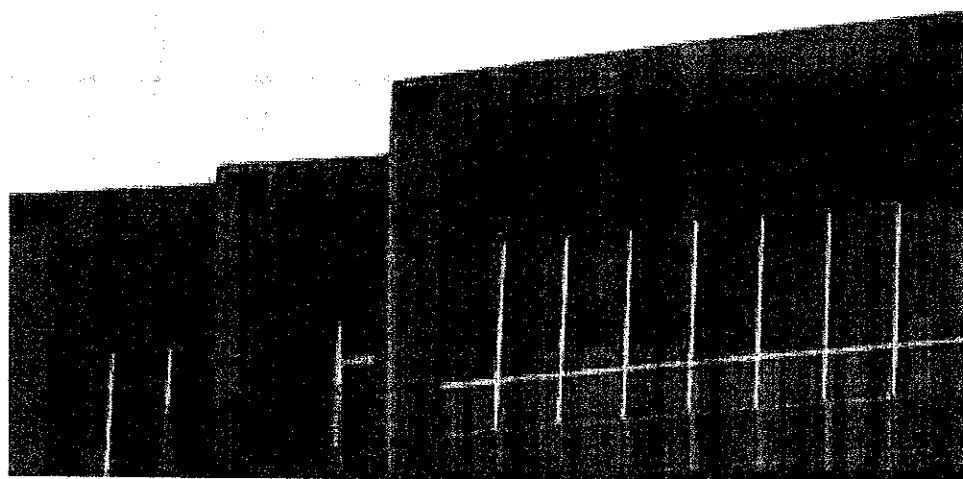
By: _____
Date: _____

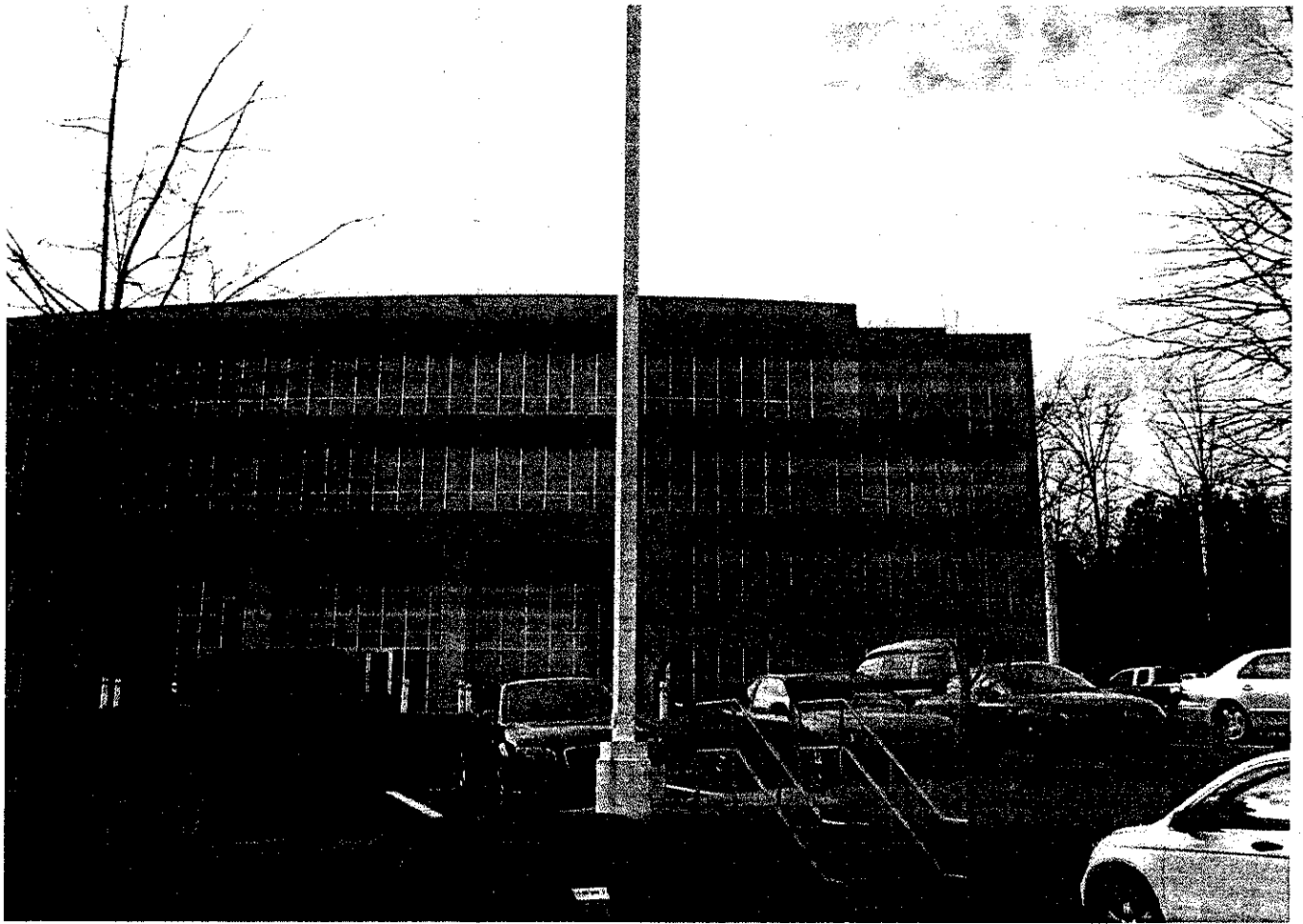
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WRITTEN CONSENT OF A SIGN GROUP, INC.

770-486-1806 FAX: 678-364-6690
1980 Hwy 54 West - Suite D
Fayetteville/Peachtree City, GA 30214



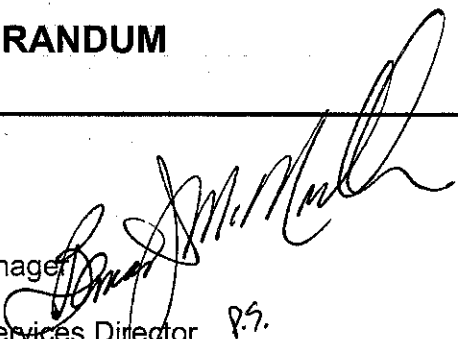




CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

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

DATE: April 9, 2009

SUBJECT: Annual Audit and Comprehensive Annual Financial Report for the
Fiscal Year Ended September 30, 2008

April 16, 2009 City Council Agenda

Recommendation:

It is Staff's recommendation that City Council accept the Comprehensive Annual Financial Report (CAFR) for the **Fiscal Year Ended September 30, 2008**.

Discussion:

The Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2008, has been placed in your City Hall mailbox. The City's auditing firm, Moore & Cubbage, LLP, has issued an unqualified report (clean opinion) on these financial statements and no material weaknesses have been reported. Enclosed is a copy of the firm's required communication to City Council regarding the annual audit.

Partners, Tammy A. Galvis and Donald L. McGrath, Jr., from Moore & Cubbage will be at the April 16, 2009, City Council meeting with a brief presentation. They will also be available to answer any questions that you may have regarding the fiscal year 2008 audit process and/or CAFR.

As required, the CAFR has been submitted to the State of Georgia Department of Audits for review and to Disclosure USA to meet continuing bond disclosure requirements. The CAFR has also been submitted to the Government Finance Officers Association (GFOA) for consideration for the Certificate of Achievement for Excellence in Financial Reporting. The CAFR has been placed on the City's web site and a copy will be available at the Library and in the lobby of City Hall.

If you have any questions regarding the CAFR or the annual audit process, please contact Paul Salvatore or Janet Camburn.

Budget Impact

There is no budget impact. Costs associated with the audit of the 2008 financial statements are within the 2009 annual budgeted amounts.

JIC/CITY COUNCIL – 2008 CAFR

Attachment



April 16, 2009

To the Honorable Mayor and
Members of the City Council
City of Peachtree City, Georgia

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Peachtree City, Georgia (the "City") for the year ended September 30, 2008. We did not audit the financial statements of the Peachtree City Airport Authority, Peachtree City Tourism Association, or Peachtree City Water and Sewerage Authority which represents 98% and 99% of the assets and revenues, respectively, of the City of Peachtree City, Georgia's aggregate discretely presented component units for the year ended September 30, 2008. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion, insofar as it relates to the amounts included for the aggregate discretely presented component units, is based solely on the reports of the other auditors. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 3, 2008. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ending September 30, 2008. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of the audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 24, 2009.

Management Consultations with Other Independent Accounts

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Matters

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Council Members and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in dark ink, reading "Moore & Cubbedge, LLP". The signature is written in a cursive, flowing style.

Moore & Cubbedge, LLP

City of Peachtree City, Georgia
Summary of Audit Differences
Year Ended September 30, 2008

Governmental
Activities

Statement of net assets misstatement:

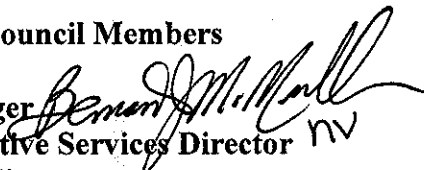
Total assets	<u>\$ 151,300</u>
Liabilities	<u>\$ -</u>
Net assets	<u>\$ 151,300</u>

Costs associated with the installation of the traffic signal at Highway 54 and Stevens Entry were recorded as an asset of the City of Peachtree City in a prior year, however, this signal is actually an asset of the State of Georgia. The misstatement in the amount of \$151,300 is considered immaterial to the total amount of capital assets that the City reports in the Statement of Net Assets on page 25 of the Comprehensive Annual Financial Report. No entry to correct this misstatement was recorded in fiscal year 2008 but the City will correct this in fiscal year 2009.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Administrative Services Director ^{NV}
Chief of Police

FROM: Public Information Officer/City Clerk 

DATE: April 9, 2009

SUBJECT: Consider Amendments to the Alcoholic Beverages Ordinance – Hours of Sale
April 16, 2009, City Council Meeting

Recommendation:

That Council consider the ordinance amendment requested by local bar owners and, if approved, establish a Late Night (midnight to 2:00 a.m.) licensing fee of \$500.

Discussion:

Several months ago, the City was approached by local alcohol license holders requesting that the City modify the ordinance restrictions requiring establishments serving alcohol to close at midnight on Saturdays. The concern was that establishments in Senoia are open later on Saturdays, and local businesses are losing customers to those establishments on Saturdays.

Mayor Logsdon and Police Chief Clark met with local bar owners to discuss the issue. Peachtree City's ordinance does not impose closing times on any other night of the week, and the discussion centered on a possible compromise to establish closing times each evening while extending the Saturday evening/Sunday morning closing time. The City Attorney has determined that the City may extend Saturday evening/Sunday morning closing times separate from the Sunday afternoon times established for restaurants and hotels by State Law.

The proposed amendment does the following:

- Establishes a closing time of 2:00 a.m. every night of the week, including Saturday night (Sunday morning)

- Establishes a “last call” time of 1:55 a.m., with the requirement that customers be out of the establishment by 2:30 a.m.
- Requires those establishments remaining open between midnight and 2:00 a.m. to install video surveillance equipment of the main customer and employee entrances and the parking area immediately adjacent to the establishment (hotels excluded from the parking lot requirement)

State law permits the City to establish a separate licensing fee for those locations staying open past midnight. Staff is recommending a \$500 per year fee, which is the same as the fee for sales in restaurants and hotels on Sundays between 12:30 p.m. and midnight.

Budget Impact:

This item should have a positive budget impact through the licensing of those establishments wishing to stay open past midnight (estimated \$1,500) and the revenue increases projected by the licensees would bring additional sales tax and mixed drink tax revenue.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR THE HOURS OF SALE OF ALCOHOLIC BEVERAGES; TO REQUIRE CERTAIN SURVEILLANCE EQUIPMENT TO BE UTILIZED FOR ON-PREMISE CONSUMPTION LICENSES; TO REPEAL CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Article III, Operating Regulations and Responsibilities, of Chapter 6, Alcoholic Beverages, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 6-123. Hours of sale; quarterly report of gross sales.

- (a) No alcoholic beverage may be sold by the package on Sunday.
- (b) The sale of alcohol by establishments holding licenses to sell alcohol by the drink must comply with the following criteria:

Deleted: cease at 12:00 midnight on Saturday night with the following exceptions

- (1) No beer, malt beverages, wine, or distilled spirits shall be sold, dispensed, delivered, or given away to any person from 2:00 am until 7:00 am. Monday through Saturday.
- (2) No beer, malt beverages, wine, or distilled spirits shall be sold, dispensed, delivered, or given away to any person and from 2:00 am to 12:30 pm on Sunday.
- (3) Last call for any alcoholic beverage can only comprise of one regular drink per person and any such sale must be completed by 1:55 a.m. All customers of the licensee must leave the premises not later than 2:30 a.m..
- (4) In order to promote a safe environment and to protect customers, owners, and employees of licensees, all licensees that serve alcoholic beverages between the hours of 12:00 midnight and 2:00 a.m. on any day will be required to install and properly maintain digital video equipment that will be able to record and monitor the primary customer entrance and the primary employee entrance of the licensed premises. This equipment shall be able to view, record, and clearly identify individuals that enter and leave said establishments and shall be capable of producing a retrievable image on film or tape that can be made a permanent record and enlarged through projection or other means.

All establishments with the exception of motels/hotels that serve alcoholic beverages shall be required to monitor and record the parking area closest to the primary entrance of the establishment. In the event that law enforcement needs to review an incident that occurred at the establishment, the law enforcement officer will be given immediate access to view and/or copy the recordings if so requested by said law enforcement officer. Such equipment shall be maintained in proper working order at all times and shall be subject to periodic inspection by the chief of police or his designee. If the police department is called to the licensed premises for an incident, the film or tape recording such event shall immediately be made available to the chief of police or his designee. All films, tapes, or images required by this Code section shall be retained by the licensee, in its original, viewable format, for a period of no less than 30 days after recording.

Those establishments which qualify under subsection (c) of this section may reopen at 12:30 p.m. on Sunday.

- (c) Alcoholic beverages may be sold on Sunday for consumption on premises from 12:30 p.m. to 12:00 midnight in those licensed establishments deriving at least 50 percent of annual gross sales from the sale of food provided food is available with a menu for sale and consumption. Such establishments having more than one license may sell alcoholic beverages in all licensed outlets. Further, any licensed establishment deriving at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging may sell alcoholic beverages on Sunday for consumption on premises from 12:30 p.m. to 12:00 midnight.

The license holder shall provide the city a quarterly report showing the gross sales of food service, gross sales of room rental and gross sales of alcoholic beverages. This report shall be made on a form and in a manner prescribed by the city clerk.

- (d) The sale of alcoholic beverages on election day within 250 feet of a polling place during such time as the polls are open is prohibited.

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

Deleted: In years in which New Year's Eve falls on a Saturday, sales may continue through 1:00 a.m. on Sunday, New Year's Day.¶
(2) . During the Olympics period of July 6, 1996, through August 4, 1996, sales may continue through 1:00 a.m. on Sunday.

declared invalid.

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

This _____ day of _____ 2009.

Harold Logsdon, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Administrative Services Director 

FROM: Public Information Officer/City Clerk 

DATE: April 10, 2009

SUBJECT: Consider Health & Sanitation Ordinance Amendment and Non-Exclusive Residential Sanitation Franchise Agreement (format)
April 16, 2009, City Council Meeting

Recommendation:

That Council adopt the attached amendment to the Health and Sanitation Ordinance relating to solid waste and approve the format for the standard non-exclusive residential sanitation franchise agreement.

Discussion:

In 2008, the Mayor and Council decided to forego entering into an exclusive residential sanitation franchise, but requested that staff develop an ordinance amendment and non-exclusive franchise agreement that would ensure all private companies providing curbside service would include recycling in the base cost of services.

Following further discussion with Council and with representatives from several of the local sanitation companies at the March 7 City Council Retreat, staff incorporated several elements into both the ordinance amendment and the proposed agreement.

The proposed ordinance amendment:

- Changes the requirements for providing service from indemnifying the City to entering a non-exclusive franchise agreement
- Mandates that Franchisees offer single stream curbside recycling as part of the base price of services

- Requires that Franchisees offer curbside collection of yard debris (not part of the base price)
- Imposes a \$1.00 per customer per calendar quarter franchise fee

The proposed agreement:

- Allows any franchisee to establish rates and levels of service (including any negotiated rates for exclusive neighborhood service)
 - Requires that recycling be included in the base rate for garbage collection
 - Requires that yard waste collection be available at a rate to be determined by the franchisee
- Holds any franchisee responsible for customer service and customer satisfaction
- Requires a municipal contact separate from customer service for staff to contact in emergencies (evictions, Code Enforcement issues, spills) and requires notification to the City for discontinued service for non-payment
- Establishes insurance coverage requirements and recourse for damages
- Provides for termination if Franchisee does not collect garbage or if the City opts for an exclusive franchise at a future date

The haulers who participated in the exclusive franchise RFP process were included in the finalization of the ordinance and agreement wording.

Budget Impact:

The proposed arrangement has an estimated impact of about \$40,000 in franchise fees, which Keep Peachtree City Beautiful has requested for use for recycling and litter education and programs in the community.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Article III, Solid Waste Management of Chapter 42, Health and Sanitation, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 42-83. Requirements.

(d) Private businesses which operate in the city and provide solid waste collection and disposal services shall comply with the following minimum requirements

- 1) Obtain a solid waste handling permit from the director of the environmental protection division of the state department of natural resources, pursuant to O.C.G.A. § 12-8-24.
- 2) Use only vehicles and containers which comply with state EPD rules. Waste collection vehicles must be compactor-type trucks, covered or enclosed vehicles, constructed to be substantially leakproof, constructed of durable metal, easily cleanable and designed to prevent litter from escaping during transport. Recycling vehicles shall not be the same ones used for waste collection. Vehicles shall also meet all safety, size and weight requirements of the state department of transportation.
- 3) Within 30 days following the end of each calendar quarter, submit to the director of public works the following data regarding waste collection in the city:
 - a. Tonnage figures showing total waste tonnages collected. Catalog this total into residential and commercial/industrial subtotals.
 - b. Tonnage figures showing recovered, recycled or diverted materials by type.

(e) Private businesses which operate in the city and provide curbside

Deleted: Indemnify, defend and hold harmless the city, its officials, employees and agents, against any and all claims or suits from third parties which may be the result of negligent conduct arising out of the business of collection, transportation and disposal of solid waste.¶

¶
(3).

residential solid waste collection and disposal services shall comply with the following additional minimum requirements:

- 1) Annually or upon request, provide written assurance and description of disposal capability to support the city for ten years into the future.
- 2) Enter into a non-exclusive Franchise Agreement with the City of Peachtree City for authorization to provide waste collection, recycling, and yard waste removal services to city residents and to use publicly owned streets and rights-of-ways.
- 3) Offer single-stream, curbside residential recycling services as part of the base services. The following materials, at a minimum, shall be recycled:
 - a. Newspaper
 - b. Glass containers
 - c. Aluminum beverage and bimetal cans
 - d. HDPE and PET plastic containers
 - e. Cardboard

Deleted: in accordance with current market conditions. Residential recycling shall include curbside collection, processing and marketing of at least the following recyclable materials:

Recyclable materials may be added to this list at the discretion of the collection company. the company shall provide suitable containers to its residential customers to facilitate recycling.

Deleted: or deleted from

Deleted: by written agreement between the city and

- 4) Offer curbside collection and disposal service for yard trimmings in residential areas. Bagging or container systems shall be determined by the waste collection companies.
- 5) Pay to the city, on a quarterly basis four times a year, a \$1.00 (one dollar) per customer per quarter franchise fee. It shall be the duty of a Franchisee to pay to the city the franchise fee for the preceding quarter within 45 days after the end of the quarter. For purposes of this article, the quarters shall end on March 31, June 30, September 30 and December 31 of each year.

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 for new companies providing service within the City Limits upon its official adoption by the City Council. Companies with valid indemnification agreements on file shall have 120 days from the date of adoption to comply with the requirements set forth herein.

This _____ day of _____ 2009.

Harold Logsdon, Mayor

Attest: _____
City Clerk

SOLID WASTE COLLECTION AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT (the "Agreement") made and entered into on this _____ day of _____, _____, by and between the City of Peachtree City (hereinafter referred to as "City"), a municipal corporation of the State of Georgia, and _____ (hereinafter referred to as "Franchisee").

WITNESSETH:

WHEREAS, the CITY is desirous of ensuring residential garbage collection and residential collection of co-mingled recyclable materials at the curb within the corporate limits of Peachtree City; and

WHEREAS, FRANCHISEE desires to provide Residential Solid Waste Collection, Transportation and Disposal Services within the corporate limits of Peachtree City utilizing the publicly owned streets and rights-of-way;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Grant of Authority

1.1 The CITY hereby grants to the FRANCHISEE a nonexclusive Franchise authorizing the Company to provide curbside residential sanitation and recycling service along, upon, across, above, or over the Public Ways within the Franchise Area,

2. Service

2.1 The services to be provided by FRANCHISEE hereunder shall be curbside collection of all household garbage, recycling, and yard trimmings generated by residential customers in the Service Area. FRANCHISEE may also offer curbside collection of bulky waste and other services as deemed viable to the FRANCHISEE. The day of pickup shall be predetermined and the collection of household garbage and recycling shall occur a minimum of once weekly, with the frequency of collection for additional services to be determined by the FRANCHISEE.

3. Residential Waste, Recycling, and Yard Debris Collection Services

3.1 Commencing on the Effective Date, FRANCHISEE shall collect and dispose of in a workmanlike manner Residential Refuse and Recycling placed at curbside at each subscribing Residential Unit located within the Service Area at a minimum of once weekly. All Residential Refuse placed in carts must be bagged. Recycling will be comingled in a separate container. FRANCHISEE will provide one rolling cart to each subscribing Residential location and one recycling container, upon request of the customer. The first refuse cart and recycling container for each subscribing Residential location shall be free of charge. If the Resident requests an additional cart or container, FRANCHISEE will provide additional carts at the FRANCHISEE's published rate.

3.2 FRANCHISEE shall collect and dispose of in a workmanlike manner Yard Debris from each Residential Unit subscribing to this additional service. FRANCHISEE shall notify subscribers of requirements, additional costs, and frequency relating to Yard Debris collection as established by the FRANCHISEE.

3.3 All waste, recycling, and yard debris for collection shall be placed at the curb by 7:00 a.m. on the designated collection day.

4. Operations

4.1 Hours of Operations: Collection Services shall not start before 7:00 a.m. or continue past 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and FRANCHISEE, or when it is reasonably determined by FRANCHISEE that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.2 Access to Service. FRANCHISEE shall comply at all times with all applicable Federal, State and local laws and regulations relating to nondiscrimination. Company shall not deny or discriminate against any group of actual or potential Subscribers in city on access to or the rates, terms and conditions of Services because of the income level or other demographics of the local area in which such group may be located.

4.3 Municipal Contact. FRANCHISEE shall provide a separate phone number and management level person at Company for CITY staff to contact on customer service related matters and in case of emergency. Such person and number shall be for the use of the CITY and not for the general public.

4.4 Failure of customer to pay. In the event a customer fails to pay for quarterly service or payment is more than 15 days past the due date, Company shall notify the CITY Code Enforcement Department upon discontinuation of service.

4.5 Property Damage - private. If a customer reports damages to private property due to the acts or omissions of FRANCHISEE, FRANCHISEE will investigate the report of damages and the dispute shall be resolved within 2 months of the complaint being filed, either through FRANCHISEE implementing repairs or reimbursing customer for repairs.

4.6 Property Damage – public. If FRANCHISEE has an accident that results in damages to public property, FRANCHISEE shall begin corrective action on the date of notification, with damages resolved or reimbursed to the CITY within 2 months of the date the damage occurred.

4.6.1 Spills, liquid - FRANCHISEE shall equip all trucks with "spill kits" (absorbent material) to immediately address spills of liquids from the hydraulic system or from the compressed refuse, and shall report spills to the CITY immediately. Upon CITY evaluation of damages and notification of such to FRANCHISEE, FRANCHISEE shall begin any additional corrective action determined necessary on the date of notification. Any damages to the integrity of the asphalt will be resolved or reimbursed to the CITY within 2 months of the date the damage occurred.

4.7 Reports: The Contractor shall submit quarterly reports to the City Clerk's Office detailing the amount of refuse collected, by weight, and the recycled materials collected by weight along with the percentage of households participating in the recycling service by month.

4.8 Holidays: The FRANCHISEE may determine the observance of any holidays by suspension of collection service on the holiday. In such an event, FRANCHISEE will collect Refuse on an otherwise non-scheduled day during the calendar week in which the holiday occurs. FRANCHISEE will notify Residents in advance of changes to the collection schedule when holidays are observed by publishing on the back of customer bills and on Company website.

4.9 Collection: FRANCHISEE shall provide an adequate number of vehicles and manpower for regular collection services of all the aforementioned collectables, to meet the schedules for collection set forth herein. All vehicles and other equipment shall be kept in good repair, appearance, and in sanitary conditions at all times. All recyclable material collection vehicles must have closed tops on the load portion of the vehicle so that contents will not spill, blow out or leak therefrom. FRANCHISEE shall keep all equipment used in the performance of the work required by this contract in good operating condition and in a clean, sanitary condition and such equipment shall be subject to inspection by the CITY at any time.

4.10 Hauling: All Refuse hauled by FRANCHISEE shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented to the best of their ability, and in accordance with CITY's ordinances or policies. Incidents of trash blowing onto public property due to failure to comply with Section 4.10 shall be classified as unlawful dumping and shall be addressed on the date of notification by the CITY.

4.11 Disposal: All Refuse collected for disposal by FRANCHISEE shall be hauled to such sanitary landfill, as FRANCHISEE shall determine (hereinafter referred to as "Disposal Site").

5. Franchise Fee

5.1 Franchise Fee. Upon adoption of an ordinance by the Mayor and Council, FRANCHISEE shall collect and pay City throughout the term of the Franchise an amount established by ordinance for all companies providing service. Such payments shall be made quarterly, and are due within forty-five (45) days after the end of each calendar quarter.

6. Compensation

6.1 City-wide Rates: FRANCHISEE will establish standard rates for the collection of residential solid waste and recycling as the base rate, and establish any rates for yard waste collection additional services as necessary.

6.2 Exclusive Rates: FRANCHISEE may, at its discretion, offer negotiated rate reductions for neighborhoods electing to utilize the service of FRANCHISEE at the exclusion of other service providers.

6.3 Contractor to Bill Subscribers: The Contractor will bill and collect fees from subscribers (individual residents). Services may be terminated by the Contractor only after fifteen (15) days of the customer's failure to pay after their due date. Contractor must immediately notify by U.S. Mail or electronic mail the Peachtree City Code Enforcement Office of the termination of service by providing the customer name, the service address, and the billing mailing address.

7. Indemnification and Insurance

7.1 Indemnification: FRANCHISEE shall indemnify, enter and defend the CITY against any claims, actions or suits including court costs and reasonable attorney's fees, arising out of the negligence or willful misconduct of FRANCHISEE in providing the services herein required or in the operation of FRANCHISEE's equipment in connection with the performance of such services.

7.2 Insurance: The FRANCHISEE shall at all times during the contract (franchise agreement) maintain in full force and effect employer's liability, workers' compensation, public liability and property damage insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the CITY and before commencement of work hereunder the FRANCHISEE agrees to furnish the CITY certificates of insurance or other evidence satisfactory to the CITY to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the contract (franchise agreement), the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
General Liability	\$500,000 CSL
Bodily Injury Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence \$1,000,000 aggregate

In addition to the foregoing, Company shall at all time maintain an excess or umbrella policy in the amount of \$1,000,000.00, which coverage shall be applicable to all coverages set forth above in this Section 9.2.

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by CITY. All policies required herein shall be written by

insurance carriers with a rating of A.M. Best of at least "A-" and a financial size category of at least VII. Upon CITY's request, Contractor shall furnish CITY with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate (i) will also provide for 30 days prior written notice of cancellation to the CITY; (ii) shall show CITY as an additional insured under the Automobile and General Liability policies; and (iii) shall contain waivers of subrogation in favor of CITY (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of CITY. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of CITY herein.
- Coverage must be provided for Products/Completed Operation.
- The policy shall also contain a cross Liability/Severability of Interest provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

8. Licenses and Taxes

8.1 FRANCHISEE shall obtain all licenses and permits (other than the license and permit granted by the Agreement) and promptly pay all taxes lawfully required by the CITY and by the State of Georgia.

9. Force Majeure

9.1 If the CITY or FRANCHISEE is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the CITY or FRANCHISEE to correct the adverse effect of such event of force majeure.

9.2 An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of the affected party to the extent that they delay the CITY or FRANCHISEE from performing any of its obligations under this Agreement; including the following:

9.2.1 Strikes, work stoppages, and other labor unrest;

9.2.2 Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of FRANCHISEE, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and Acts of a public enemy acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

9.3 In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its best efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

9.4 The CITY will grant such variances in routes and schedules as are reasonably required in the event of force majeure, and will negotiate with FRANCHISEE fees for any additional work which FRANCHISEE may agree to perform in such event.

10. Termination

10.1 CITY may immediately terminate this contract (franchise agreement), if Contractor fails to provide all curbside collection services to every residential customer inside the CITY who has placed refuse at the curb at the appointed collection time and whose account is in good payment standing at least once in any ten (10) day period. The CITY may not terminate this contract under this section for an "Act of God" (flood, wind, fire, or earthquake). The CITY may also terminate this contract with 30-days written notice in the event that the CITY elects to adopt an exclusive franchise agreement with a single provider.

11. Law to Govern

11.1 This contract shall be governed by the laws of the State of Georgia both as to interpretation and performance.

11.2 This Agreement shall insure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF; the parties hereto have caused this Agreement to be executed by its duly authorized officers this ____ day of _____, _____.

THE CITY OF PEACHTREE CITY

City Clerk

Bernard J. McMullen, City Manager

Witness

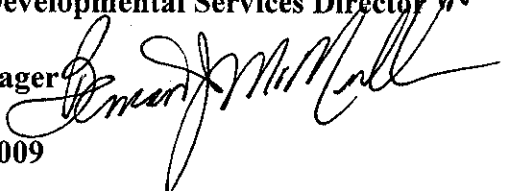
Executive Officer, FRANCHISEE

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: Interim Developmental Services Director 

VIA: City Manager 

DATE: April 9, 2009

SUBJECT: Amendments to Article IV, Procedure for plat approvals and construction authorization for subdivisions
April 16, 2009 City Council agenda

Recommendation:

Adopt amendments to Article IV, Procedures for plat approvals and construction authorization for all subdivisions, as identified within Attachment "A".

Discussion:

Staff has been researching and analyzing ordinances from various jurisdictions for several months in an effort to update our plat recording procedures. We have also been compiling a list of items that needed to be updated within several of our current ordinances that address submittal requirements, plat review procedures as well as recording protocol.

In an effort to enhance both our submittal and review procedures for all subdivisions as well as our plat recording procedures, we have updated both Article IV and Article V of our Land Development Ordinances in their entirety. Although we will most likely not see an abundance of new residential development within the next few years, these ordinances will provide both the applicant and staff a comprehensive understanding of what is required when an application is submitted; what the review procedures will be from a staff standpoint; as well as what will be required prior to approving a plat to be recorded.

These amendments have been reviewed by the Planning and Engineering Departments as well as the City Attorney.

Budget impact:

There are no budget impacts associated with this request.

AN ORDINANCE TO AMEND ARTICLE IV, PROCEDURE FOR PLAT APPROVALS AND CONSTRUCTION AUTHORIZATION FOR ALL SUBDIVISIONS, TO UPDATE SUBMITTAL REQUIREMENTS AND THE REVIEW PROCESS FOR ALL NEW SUBDIVISIONS IN THE CITY OF PEACHTREE CITY, AND FOR OTHER PURPOSES.

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

Section 1. Article IV, Procedure for Plat Approvals and Construction Authorization for All Subdivisions of the Peachtree City Land Development Ordinance, be repealed in its entirety and replaced as follows:

Sec. 401. General requirements.

If a proposed development includes land that is zoned for residential, commercial, office institutional or industrial purposes, the development shall be subject to the requirements set forth in the city's zoning ordinance, land development ordinance and other applicable city regulations, and shall conform to goals and objectives established in the city's land use plan.

The following principles and standards shall be observed:

- (a) Proposed industrial parcels shall be suitable in size and shape to the types of industrial development anticipated.
- (b) Street rights-of-way and pavement shall be provided in accordance with city specifications.
- (c) The city engineer may, with the approval of the city council, impose additional requirements regarding design and construction of streets, curbs, gutters, multi-use paths and sidewalks.
- (d) Every effort shall be made to protect adjacent residential areas from a potential nuisance created by a proposed commercial or industrial development including the provision of extra depth in parcels backing up to existing or potential residential development and provisions for permanently landscaped screening when necessary.

Sec. 402. Concept plat approval process

The City Planner shall be responsible for administering the concept plat review and approval process. Application shall be made directly to the City Planner and shall include, at a minimum, the following:

- (a) Project Data Sheet
- (b) Applicable review fee
- (c) Six (6) full size copies of a concept plat, which shall meet all specifications contained within Section 501 of these regulations
- (d) Electronic copy (pdf format) of entire submittal package
- (e) The City Planner shall review the concept plat submittal package within three (3) business days, excluding weekends and holidays, of receipt to ensure compliance with Section 501 of these regulations as well as other City ordinances and guidelines.
 - (1) If the concept plat does not meet these requirements, the plat shall be returned to the Applicant for corrections. A resubmittal fee shall be required when the revised plat is submitted.
 - (2) If the concept plat meets these requirements, the City Planner shall distribute the plat and supporting documentation to appropriate City Staff for review and comment.
- (c) When the concept plat is distributed to City Staff for review, the City Planner shall place official notice on the development site identifying the proposed use and a web address to access information about the concept plat submitted for review.
- (d) City Staff shall have twenty (20) business days, excluding weekends and holidays, from the date the submittal is deemed complete to review the application and return comments to the City Planner. The City Planner shall assemble these comments and forward them to the Applicant.
- (e) If there are no revisions necessary, the concept plat and supporting documentation shall be placed on the next available Planning Commission agenda as a workshop item. If revisions are necessary, three (3) copies of the revised concept plat shall be submitted to the City Planner, at which time it will be date stamped as received. Amended applications received less than seven (7) business days, excluding weekends and holidays, prior to a regularly scheduled meeting shall not be considered until the following meeting.
 - (1) This requirement may be waived by the City Planner for minor subdivision as defined herein or plat revisions.
 - (2) Staff shall submit their recommendations on the submitted concept plat seven (7) business days, excluding weekends and holidays, before the workshop or meeting date in which the application is considered.
- (f) All concept plats shall be reviewed in a workshop format prior to being heard as a new agenda item.
- (g) The City Planner shall submit the results of Staff's review in writing to the Planning Commission for review at the workshop meeting. A formal Staff recommendation, including conditions as appropriate, will be presented to the Planning Commission prior to being heard as a new agenda item.
- (h) At the workshop meeting, the Planning Commission shall review the concept plat and supporting documentation, taking into consideration the requirements of Section 401 of these regulations and the City Planner's

report. The Planning Commission and the City Planner shall discuss the results of their review with the Applicant and will make recommendations for improvements, modifications or changes.

- (i) If revisions are necessary, three (3) copies of the revised concept plat shall be submitted to the City Planner, at which time it will be date stamped as received.
 - (1) Amended applications received less than seven (7) business days, excluding weekends and holidays, prior to a regularly scheduled meeting shall not be considered until the following meeting.
 - (2) A resubmittal fee (as appropriate) shall be required when the revised plat is submitted.
- (j) At the next formal Planning Commission meeting following the workshop, the Planning Commission shall determine if the improvements, modifications or changes recommended during the workshop concerning the concept plat have been adequately addressed. The Planning Commission shall then vote to either approve or disapprove the concept plat. After that vote by the Planning Commission, the City Planner shall distribute the approved plat to the Applicant and the City Engineer.
- (k) If the Planning Commission does not approve the concept plat, the Applicant may resubmit the concept plat with necessary changes, following the procedures set out in this section of these regulations or he may appeal the decision using the procedures identified herein.
- (l) When a concept plat has been approved by the Planning Commission, the chairman shall appoint a member of the Planning Commission present at the concept plat review to be responsible for reviewing the preliminary plat to assure that it conforms to the concept plat.
- (m) No tree over four inches in diameter shall be removed prior to approval of the concept plat, except for engineering and surveying purposes.
- (n) Approval of a concept plat shall expire in twelve (12) months from the date of approval if a preliminary plat has not been submitted to the City Planner.

Sec. 403. Preliminary plat approval process.

The preliminary plat shall not be accepted for review until after the concept plat is approved by City Staff and the Planning Commission. The City Planner shall be responsible for administering the preliminary plat review and approval process.

Application for preliminary plat approval shall be made directly to the City Planner and shall include, at a minimum, the following:

- (a) Applicable review fee.
- (b) Six (6) full size copies of the preliminary plat, which shall meet the specifications contained within Section 502 of these regulations.
- (c) Electronic copy (pdf format) of entire submittal package
- (d) The City Planner shall review the preliminary plat submittal within three (3)

business days of receipt to ensure compliance with the approved concept plat and the submittal requirements identified herein.

- (1) If the concept plat does not meet these requirements, the plat shall be returned to the Applicant for corrections. A resubmittal fee shall be required when the revised plat is submitted.
 - (2) If the concept plat meets these requirements, the City Planner shall distribute the plat and supporting documentation to appropriate City Staff for review and comment.
- (e) City Staff shall have twenty (20) business days, excluding weekends and holidays, from the date a complete application is submitted to review the application and return comments to the City Planner. The City Planner shall assemble these comments and forward them to the Applicant.
 - (f) If revisions are necessary, three (3) copies of the revised preliminary plat and a revised 11" x 17" reduction shall be submitted to the City Planner, at which time it will be date stamped as received. A resubmittal fee shall be required when the revised plat is submitted.
 - (g) Once the preliminary plat is ready to be approved, the plat shall be signed by the City Planner and the Planning Commission Representative. The City Planner shall distribute copies of the approved preliminary plat to the Applicant, City Engineer and the Development Inspector.
 - (h) Approval of a preliminary plat shall expire twelve (12) months from the date of approval if construction plans are not submitted to the City Planner.

Sec. 404. Construction plan approval process.

The construction plans shall not be accepted for review until after the preliminary plat is approved by City Staff and the Planning Commission Representative. The City Planner shall be responsible for administering the construction plan review and approval process.

Application for construction plan approval shall be made directly to the City Planner and shall include, at a minimum, the following:

- (a) Applicable review fee.
- (b) Three (3) copies of construction drawings and soil sedimentation and erosion control plans, which meet all specifications contained within Section 503 of these regulations.
- (c) Electronic copy (pdf format) of entire submittal package.
- (d) The City Planner shall review the construction plan submittal within three (3) business days of receipt to ensure compliance with Section 503 of these regulations as well as other City ordinances and guidelines.
 - (1) If the construction plans do not meet the requirements of Section 503, the plans shall be returned to the Applicant for corrections. A resubmittal fee shall be required when the revised plans are submitted.

- (2) If the construction plans meet the requirements of Section 503, the City Planner shall distribute the plans and supporting documentation to appropriate City Staff for review and comment
- (d) City Staff shall have twenty (20) business days, excluding weekends and holidays, from the date a complete application is submitted to review the documents and return comments to the City Planner. The City Planner shall assemble these comments and return them to the Applicant.
- (e) If revisions are necessary, three (3) copies of the revised construction plans shall be submitted to the City Planner, at which time they will be date stamped as received. A resubmittal fee shall be required when the revised drawings are submitted.
- (f) Once the construction plans are approved, they shall be signed by the City Planner and the City Engineer and then distributed to the Development Inspector who will review the plans and schedule a pre-construction meeting with the Applicant.
- (g) Approval of construction plans shall expire twelve (12) months from the date of approval unless a Land Disturbance Permit is issued by the Development Inspector.

Sec. 405. Pre-construction meeting requirements.

The pre-construction meeting shall not be scheduled until the construction plans are approved and reviewed by the Development Inspector. The Development Inspector shall be responsible for scheduling the pre-construction meeting and issuance of land disturbance permits.

- (a) Once the construction plans are approved, the Development Inspector shall have five (5) business days, excluding weekends and holidays, to review and familiarize himself with the project to include, but not be limited to, the location and topography of the site, erosion and sedimentation control requirements, location of tree save fencing, etc.
- (b) The Development Inspector shall contact the Applicant within the five (5) day review period to schedule a pre-construction meeting, at which time the plans will be reviewed and details of the construction process discussed.
- (c) Following the pre-construction meeting, the Applicant may begin installation of the tree save fencing and erosion control fencing. The Development Inspector shall inspect the site to ensure these items are installed in accordance with the approved construction plans. If they are found to be in compliance, the Development Inspector shall issue a Land Disturbance Permit and the Applicant may begin land disturbing activities.

Sec. 406. Final plat approval process.

The final plat shall not be accepted for review until all of the following items, at a minimum, are installed and completed in accordance with the provisions of this ordinance:

- (a) Storm drainage facilities.

- (b) Structural stormwater management facilities.
- (c) Curb and gutter.
- (d) Granular base, base asphalt and asphalt topping of all streets.
- (e) Water lines and fire hydrants.
- (f) Sanitary sewer lines and manholes.
- (g) Traffic control devices and pavement markings.
- (h) Soil erosion control measures.
- (i) Pin marker locations.
- (j) Underground utilities, including gas, electric, etc.
- (k) Multi-use path connections.
- (m) Landscaping and street lighting.

The City Planner shall be responsible for administering the final plat review and approval process. Application for final plat approval shall be made directly to the City Planner and shall include, at a minimum, the following:

- (a) Applicable review fee.
- (b) Six (6) paper copies and one (1) mylar original of the final plat which shall meet all specifications contained within Section 503 of these regulations.
- (c) Electronic copy of final plat in pdf format.
- (d) One copy of as-built drawings, reports and certifications pursuant to the requirements of this ordinance and in accordance with the as-built drawing policy on file with the office of the City Engineer. For all residential subdivisions, a complete video inspection of the storm drain system must also be submitted with the as-built drawings.
- (e) Proof of payment for all streetlights within the subdivision. This letter shall be on the letterhead of the utility company providing streetlights for the subdivision.
- (f) Warranty Deed describing all street right-of-ways, greenbelts, utility easements, multi-use path easements and other property to be dedicated to the city for maintenance; provided, however, that any such conveyance is subject to acceptance by the City Council. No drainage ditches or other open drainage ways shall be described in the conveyance or accepted by the city unless specifically allowed under Section 1006 of Article X of the Land Development Ordinance.
- (g) A title certificate in favor of the city from an Attorney licensed to practice in the State of Georgia dated the date of the deed identifying that the owner/ subdivider of the property owns the property to be dedicated identifying all liens, mortgages, security deeds, mechanics or material men's lines affecting the property to be dedicated.
- (h) Any lien releases, or releases of quitclaim deeds necessary to release the dedicated areas from the liens identified in the attorney's title certificate.
- (i) If approved by the Developmental Services Director prior to submittal of the final plat, a performance bond equal to 110% of the cost of construction, redeemable at a local bank in the metro Atlanta region, to guarantee the installation of any infrastructure not installed at the time of

the request pursuant to the requirements of this ordinance. Only those items identified within paragraph (p) below shall be considered.

- (j) A maintenance bond equal to 110% of the cost of construction, redeemable at a local bank in the metro Atlanta region to assure the structural durability, stability and integrity of the associated improvements pursuant to the requirements of this ordinance.
- (k) Documentation from an engineering testing firm acceptable to the City Engineer, certifying that all sub-grade conditions, construction and materials meet the city's standards. Said certification shall be based on the level of testing specified by the City Engineer.
- (l) The City Planner shall review the final plat submittal within three (3) business days, excluding weekends and holidays, of receipt to ensure compliance with Section 503 of these regulations as well as other City ordinances and guidelines.
 - (1) If the final plat does not meet the requirements of Section 503, the plats shall be returned to the Applicant for corrections. A resubmittal fee shall be required when the revised plat is submitted.
 - (2) If the final plat meets the requirements of Section 503, the City Planner shall distribute the plats and supporting documentation to appropriate City Staff for review and comment
- (m) City Staff shall have twenty (20) business days, excluding weekends and holidays, from the date a complete application is submitted to review the documents and return comments to the City Planner. The City Planner shall assemble these comments and return them to the Applicant.
- (n) If revisions are necessary, three (3) copies of the revised final plat shall be submitted to the City Planner. A resubmittal fee (as appropriate) shall be required when the revised plat is submitted.
- (o) The final plat must be signed by the City Planner, the City Engineer, the City Clerk and the Mayor and/ or City Manager prior to being recorded. In the event that the plat contains any dedication of land to the City, such dedications must be accepted by the City Council.
- (p) Final plat approval shall not be given until all requirements of these regulations have been met, and the City has received a legally binding bond or other satisfactory instrument or assurance of financial security, in accordance with this ordinance, providing for the maintenance of all improvements required by these rules and regulations for a period of two (2) years following the date of final acceptance of streets by the city and either:
 - (1) All improvements required for final plat approval under the rules and regulations of Peachtree City have been properly completed and approved; or
 - (2) All required stormwater facilities, grading, water and sewer utilities, street base, asphalt topping and curbing construction have been completed, and a cash deposit, escrow account or other legally binding instrument of financial security in an amount equal to one hundred ten (110) percent of the projected costs of completion as

determined by the city engineer has been deposited with the city clerk of Peachtree City for any required improvements not yet completed. Said cash deposit or escrow account may be withdrawn in direct proportion to the amount of work completed as approved by the city engineer provided that sufficient funds are retained in said cash deposit or escrow account to complete construction of all required improvements. All improvements must be completed within one (1) year after approval of the final plat. Upon final acceptance of all improvements, any funds remaining in said deposit or account shall be returned to the depositor.

- (q) The Applicant shall be responsible for recording the approved final plat in the Office of the Clerk of the Superior Court of Fayette County and shall return one reproducible Mylar copy showing the stamp of the Fayette County Court Clerk and sixteen (16) full size copies measuring 18" x 24" to the City Planner.

Sec. 407. Replatting process.

Replatting shall follow that process as outlined in section 406. If the manifest purpose of a replatting is to circumvent the terms and conditions of this ordinance, that replatting shall not be approved.

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 _____ 2009.

Harold K. Logsdon, Mayor

Attest:

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: Interim Developmental Services Director *David*

VIA: City Manager *Benjamin Miller*

DATE: April 9, 2009

SUBJECT: Amendments to Article V, Plat specifications
April 16, 2009 City Council agenda

Recommendation:

Adopt amendments to Article V, Plat specifications, as identified within Attachment "A".

Discussion:

To complement the requirements identified within Article IV of the Land Development ordinance, Staff has also prepared amendments to Article V which address specific submittal requirements for concept plats, preliminary plats, construction documents and final plats.

The purpose of this exercise was to update our existing ordinances to reflect current practices and submittal requirements so all applicants will understand what is required to develop any type of subdivision within Peachtree City.

These amendments have been reviewed by the Planning and Engineering Departments as well as the City Attorney.

Budget impact:

There are no budget impacts associated with this request.

AN ORDINANCE TO AMEND ARTICLE V, PLAT SPECIFICATIONS, TO IDENTIFY SUBMITTAL REQUIREMENTS FOR ALL FOR ALL NEW SUBDIVISIONS IN THE CITY OF PEACHTREE CITY, AND FOR OTHER PURPOSES.

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

Section 1. Article V, Plat specifications of the Peachtree City Land Development Ordinance, be repealed in its entirety and replaced as follows:

Sec. 501. Concept plat specifications.

The concept plat shall contain the following information:

- (a) Proposed name of subdivision.
- (b) Name and address of record owner of property.
- (c) Name and address and telephone number of the subdivider of property.
- (d) Vicinity map showing the location of the proposed subdivision in relation to surrounding development.
- (e) Property lines of adjoining tracts of land, including property owner and zoning.
- (f) Location of property by land lot and district, graphic scale, approximate total acreage, north arrow and date.
- (g) Approximate location of property lines, existing and proposed easements, burial grounds, railroad rights-of-way, watercourses and associated buffers, existing wooded areas, and location, width and names of all existing or platted streets or other public ways within or immediately adjacent to the tract to be subdivided.
- (h) Approximate topography.
- (i) The approximate location and widths of proposed streets.
- (j) The approximate location of all proposed or existing lots.
- (k) The approximate location and size of all parcels of land proposed to be set aside for recreation use or other public use, or for the exclusive use of property owners in the proposed property.
- (l) The location of temporary stakes, if required by the planning commission and city staff.
- (m) The proposed location of multi-use paths.
- (n) The location of greenbelts and other areas to be landscaped.
- (o) Reserved.

Sec. 502. Preliminary plat specifications.

The preliminary plat shall be clearly and legibly drawn in black ink on Mylar, drafting film or other heavy translucent medium by a Civil Engineer, Landscape Architect or Land Surveyor licensed to practice in the State of Georgia.

The preliminary plat shall show ground elevations by contours at intervals of not more than two (2) feet, based on datum plane as approved by the City Engineer. If any part of the land to be subdivided lies within a Flood Hazard District, as defined by these regulations, elevations shall be referenced to the National Geodetic Vertical Datum of 1983 and the boundaries of that District shall be drawn on the plat.

The preliminary plat shall be clearly drawn at a scale of no less than one hundred (100) feet to one (1) inch and shall contain the following:

- (a) Proposed name of subdivision, proposed street names and address of the owner of record.
- (b) Name, address, and telephone number of the subdivider.
- (c) Date of survey, north point and graphic scale, source of datum, date of plat drawing, and space for revision dates.
- (d) Preliminary certificates and statements specified in section 504 of this article.
- (e) Acreage of the subdivision.
- (f) Tax map, block and parcel number.
- (g) Vicinity map showing location.
- (h) Name of former subdivision if any or all of the land in the preliminary plat has been previously subdivided, showing boundaries of same.
- (i) Preliminary boundary lines of the tract indicated by a heavy line giving lengths and bearings. The boundary lines shall include the entire tract to be subdivided and data as required herein shall apply to the entire tract.
- (j) Natural features within the proposed subdivision, including drainage channels, bodies of water, and other significant features. On all watercourses leaving the tract, the direction of flow shall be indicated, and for all watercourses entering the tract the direction and acreage of the drainage area above the point of entry shall be noted. The 100-year floodplain as depicted on the FEMA flood study shall be indicated if any portion of the proposed subdivision is within the boundaries of said floodplain. In the event that a flood hazard area has been identified by approximate methods but has not been studied in detail by FEMA, the developer will determine the base flood elevations for the proposed subdivision.
- (k) Cultural features within and adjacent to the proposed subdivision including right-of-way and pavement widths, names of existing and platted streets, all easements, city and county lines, location and dimensions of bridges, utility lines and structures, buildings, and culverts, should also be indicated.
- (l) Proposed layout of the subdivision including lot lines with rough dimensions, lot numbers, block letters, street and alley lines with street names, multi-use path locations, right-of-way widths, greenbelts, building setback lines, zoning district, easements, or other dedications for public uses.

- (m) Unit division, phasing, or stage development, if any, as proposed by the subdivider.
- (n) Location of existing and proposed water supply, sanitary sewerage and storm drain lines and structures.
- (o) Acreage in street rights-of-way.
- (p) Linear feet of all streets.
- (q) Acreage in single-family lots.
- (r) Acreage in other land uses.
- (s) Average lot size.
- (t) Location of all watercourses and applicable buffers.
- (u) Location of floodplain areas and floodway elevations.
- (v) General location of a proposed structural stormwater management facility.
- (w) Location of streetlights.
- (x) Location of any public or private recreation areas.
- (y) Development schedule showing completion dates for subdivision.

Sec. 503. Final plat specifications and application requirements.

The final plat shall be clearly drawn on Mylar, drafting film or other heavy translucent medium which measures 18 inches by 24 inches at a scale of no less than one hundred (100) feet to one (1) inch. The final plat shall be signed and sealed by a Registered Land Surveyor licensed to practice in the State of Georgia.

If the complete plat cannot be shown on one sheet, then said final plat shall be shown on several sheets with an index map indicated on each sheet. All letters, numbers and other information shall be legible on the recorded copy. There shall be sufficient space available for the certificates as required. Graphic standards shall comply with the Georgia Plat Act.

The final plat shall conform substantially to the preliminary plat specifications and shall constitute only that portion of the subdivision which the owner proposes to record and develop at any one time.

The final plat shall contain the following:

- (a) Owners Acknowledgement statement as specified herein.
- (b) Lots or sites shall be numbered in numerical order and blocks shall be lettered alphabetically.
- (c) Boundary lines of the property, to be indicated by a heavy line, giving distances to the nearest one hundredth (1/100) foot and bearing to the nearest second, which shall be balanced and closed with an error of closure not to exceed one (1) to ten thousand (10,000). The error of closure shall be stated on the plat.
- (d) Exact locations, widths and names of all streets and alleys within and immediately adjoining the plat. Street centerlines shall show angles of

- deflection and standard curve datum radii, length of tangents and arcs, and degree of curvature with basis of curve data.
- (e) Lot lines and dimensions to the nearest one-tenth (1/10) foot, and bearing to the nearest second radii of rounded corners, as necessary to describe each lot.
 - (f) Each lot and other parcel of land shall have the area, expressed to the nearest square foot, shown within the boundary of the same.
 - (g) Building setback lines on each lot.
 - (h) Lots shall be numbered in numerical order and blocks lettered alphabetically.
 - (i) Addresses of each lot to be platted.
 - (j) Identification of all buffers, landscape strips, greenbelt, access easements, etc. as required by this ordinance.
 - (k) Location, dimensions, invert elevations of piped segments and control weirs, maximum water surface elevations of retention ponds.
 - (l) Location of any easements, public service utility right-of-way lines, and any areas to be reserved, donated, or dedicated to public use; location of sites to be used for purposes other than residential with notes stating their purpose and limitations, and any areas to be reserved by deed covenant for the common use of all property owners shall be shown.
 - (m) FEMA map panel and number with note stating the site is out of the floodplain. Both natural and artificial floodplain shall be shown with elevations and Minimum Finished Floor Elevations (MFFE).
 - (1) MFFE's must be based off as-built elevations of ponds and low areas.
 - (2) A Floodplain Chart shall be provided on the plat identifying the area within and outside the floodplain for each lot containing a portion of the 100-year floodplain along with the MFFE required for each lot.
 - (3) MFFE's must be established at 3' above the 100-year elevation or one (1) foot above top of dam elevation/ road elevation, whichever is greater. Accurate location, material and description of monuments and markers shall be shown. Monuments to be placed after final street improvements shall be designated as "future."
 - (n) Benchmark with horizontal and vertical datum information.
 - (o) Environmental Health approval and/ or Peachtree City Water and Sewerage Authority and Fayette County Water Department approval, as applicable. Indicate type of water or sewer services provided on the plat.
 - (p) The statement "This subdivision plat is subject to the covenants set forth within the separate document(s) attached hereto, dated _____, which hereby becomes a part of this final subdivision plat."
 - (q) The statement "The City of Peachtree City does not enforce Restrictive Deeds and Covenants or administer Homeowner Associations."
 - (r) Certificates and statements as identified herein.
 - (s) All information required for the recording of maps, plats, etc., by the Clerk of Superior Court Act (Ga. Laws, 1978 Session) [O.C.G.A. § 15-6-67 et seq.] must be shown. All requirements specified by Georgia Plat Act (No. 1291) shall apply.

Sec. 504. Plat notes and certificates.

- (a) Each preliminary plat submitted for approval shall carry the following notes and certificates printed or stamped thereon:

(1) *Certificate of design.*

I hereby certify that the design and layout of the proposed lots, blocks, streets, and other planned features included in this proposed preliminary plat have been prepared by me or under my direct supervision.

TABLE INSET:

By _____	Registered Landscape Architect No. _____
Or _____	Registered Land Surveyor No. _____
Or _____	Registered Civil Surveyor No. _____

(2) *Certificate of conformance with concept plat.*

I hereby certify that this proposed preliminary plat conforms to the concept plat as approved by the planning commission.

TABLE INSET:

	Planning Commission Member
	Date

(3) *Certificate of preliminary plat approval.*

All requirements of the Peachtree City Land Development Ordinance relative to the preparation and submission of a preliminary plat having been fulfilled, approval of this plat is hereby granted.

TABLE INSET:

_____ Date	_____ City Planner
---------------	-----------------------

This certificate expires _____ (Date)

- (b) Each final plat shall carry the following notes and certificates printed or stamped thereon:

(1) *Project summary*

<i>Item</i>	<i>Square Feet</i>	<i>Acres</i>
Lots (number)		
Streets/ ROW		
Greenbelt		
Other (specify)		
TOTAL		

(1) *Final surveyor's certificate.*

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist or are marked as "future" and their location, size, type, and material are correctly shown: This plat conforms to all requirements of Georgia Plat Act.

By _____ Registered Georgia Land Surveyor
No. _____
Date _____

(2) *Owner's Certificate.*

I, being the owner of the land shown on this plat, hereby certify that all state, city and county taxed or other assessments now due on this land have been paid; all streets, drainage ways and easements shown hereon are dedicated to the use of the public and enforcement by public safety officials forever; and, that I will be responsible for the maintenance and repair of all infrastructure associated with this development until expiration of the maintenance period.

TABLE INSET:

_____ Date	_____ Owner
---------------	----------------

(3) *Drainage note.*

The owner of record, on behalf of himself and all successors in interest specifically releases the City of Peachtree City from any and all liability

and responsibility for flooding or erosion from storm drains or erosion from storm drains or from flooding from high water of natural creeks, rivers or drainage features shown herein. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flood surface waters along all watercourses as established by the city. The City Engineer and/ or the City's Public Works Department may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like, necessary to remedy a condition which in the judgment of the City Engineer or Public Works Director, is potentially injurious to life, property or the public roads or utility system. Such emergency maintenance, conducted for the common good, shall not be construed a continuing maintenance obligation of the City of Peachtree City nor an abrogation of the city's rights to seek reimbursement from the owner (s) of the property(ies) of the lands that generated the conditions.

The City of Peachtree City shall not be held accountable or liable for claims of injury or damage resulting from the stormwater drainage system installed on the property identified on this plat and shall be indemnified from claims brought by downstream owners based on the operation, failure to operate, improper design or improper construction.

(4) *Final plat approval.*

This plat complies with the zoning regulations, the land development ordinance and all other regulations governing the land development for the City of Peachtree City.

TABLE INSET:

_____ City Engineer	_____ Date
_____ City Planner	_____ Date
_____ Mayor/City Manager	_____ Date
_____ City Clerk	_____ Date

(3) *Maintenance guarantee.*

The undersigned, its successors and assigns, hereby warrants and guarantees to the City of Peachtree City the full and complete

maintenance of a certain improvement known as _____
and more particularly shown in plat book _____, page(s)
_____, of the Fayette County Records.

This warranty and guarantee is made in accordance with the Peachtree City Land Development Ordinance. This guarantee includes not only paving but also all other appurtenant structures and amenities lying within the right-of-way of said road and in the greenbelt, including but not limited to all curbing, drainage pipes, culverts, catch basins, drainage ditches, bike paths, multi-use paths and pedestrian paths. Utilities owned and operated by a governmental body or Public Utility Company shall be the responsibility of said governmental body or Public Utility Company and not the developer.

The developer shall correct and repair or cause to be corrected and repaired all damages to said improvements resulting from any cause whatsoever. In the event the developer fails to correct any damages within 30 days after written notice thereof, then said damages may be corrected by the city and all costs and charges billed to and paid by the developer; but this remedy shall not limit the city, and it shall also have any remedies available to it as approved by law.

The terms of this agreement shall be for a period of two years beginning on the date of written acceptance of said improvements by the city as evidenced by the final plat approval of said completed improvements.

After the termination of said two-year period the city shall be responsible to the citizens of Peachtree City for the maintenance of said improvements as provided by law. No roadway and associated right-of-way shall be accepted by the city for maintenance unless it scores 90 or above on the city's asphalt pavement rating form. Provided, however, any damages which occurred prior to the end of said two-year period and which still are unrepaired at the termination of said period shall remain the responsibility of the developer (written notice of said damages must be given prior to the time the two-year period ends).

IN WITNESS WHEREOF, the developer has caused this Agreement to be executed by its duly authorized officers this _____ day of _____, _____.

TABLE INSET:

	By: _____ Title: _____
--	---------------------------

(4) *Certificate of dedication.*

State of Georgia
County of Fayette

The owner of the land shown on this plat acknowledges that this plat was made from an actual survey, and for value received, the sufficiency of which is hereby acknowledged, does hereby convey in fee simple to the City of Peachtree City, Georgia, and further dedicates to the use of the public forever all streets and rights-of-way, alleys, multi-use paths, watercourses, drains, easements, greenbelts and public places shown hereon, except those easements designated on this plat as other utility company easements, and except those streets specifically designated on this plat as private streets.

In consideration of the approval of this final plat and other valuable considerations, the owners do hereby agree to hold the City of Peachtree City, Georgia, harmless for a five-year period from any and all monetary liabilities which may arise from any and all claims, damages, or demands arising on account of the design and construction of public improvements of the property shown herein, to include but not limited to, the roads, streets, fills, embankments, ditches, cross drains, culverts and bridges within the proposed right-of-way shown, resulting from any and all causes other than by an act of the City of Peachtree City, Georgia.

And further, the owner warrants that he owns fee simple title to the property shown hereon and agrees that the City of Peachtree City shall not be liable to the undersigned or subsequent owners in title for a period of five years for any claim of damages resulting from negligence in exercising engineering techniques and due caution in the construction of cross drains extension, drives, structures or buildings, the changing of courses of streams and rivers, flooding from natural creeks and rivers and any other matter whatsoever on private property. Any and all monetary liability occurring under this paragraph shall be the liability of the owner. I further warrant that I have the right to convey said land according to this plat and do hereby bind myself and the owners subsequent in title to defend the covenants and agreements set out.

IN WITNESS WHEREOF, I have hereunto set by hand and affixed my seal this _____ day of _____, _____.

TABLE INSET:

	_____(SEAL) Owner
--	----------------------

Notary Public
STATE OF GEORGIA

(5) *Conveyance of streets and rights-of-way.*

The City of Peachtree City hereby accepts all street rights-of-way and the improvements therein and any catch basins, junction boxes, storm drainage pipe, easements, or other structures or areas outside of said street rights-of-way (excluding ditches and other open drainage ways) which are specifically indicated on this plat as being dedicated to the public; however, this certification does not obligate the city to maintain the above stated infrastructure until expiration of the maintenance period.

TABLE INSET:

	THE CITY OF PEACHTREE CITY, GEORGIA
	By: _____ Mayor
	Attest: _____ City Clerk
_____ Notary Public	Date accepted by City Council: _____

(6) *Certificate of private street*

State of Georgia
County of Fayette

The owner or owners of the subdivision shown on this plat will be responsible for the maintenance of all private streets contained within this subdivision, and furthermore the subdivider will demonstrate to the city that all deeds and deed covenants for the property within this subdivision shall contain full and complete notice to all future property owners that they will be responsible for the maintenance of the private streets.

Owner Date

(7) *Health Department*

Prior to submittal of building plans, the owner of each lot shall submit a Level 3 soils test to the Fayette County Health Department indicating the lot is suitable for a septic system.

Environmental Health Specialist

Date

(8) *Owner's acknowledgement*

The owner of the land shown on this plat and whose name is subscribed hereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey, and that he or she is aware and acknowledges the changes shown on this plat.

Owner/ agent _____ Date: _____

(9) *Restrictive Deeds and Covenants*

This subdivision is subject to the restrictive deeds and covenants as recorded Deed Book ____ Page ____ at the Fayette County Courthouse. The City of Peachtree City does not enforce these covenants or administer Homeowner Associations.

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 _____ 2009.

Harold K. Logsdon, Mayor

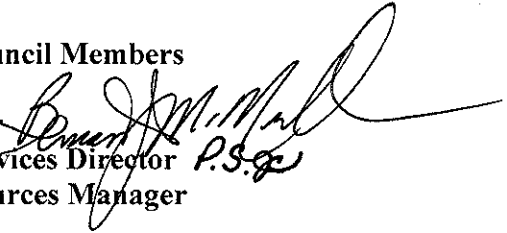
Attest:

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Financial Services Director *P.S.G.*
Human Resources Manager

FROM: Administrative Services Director *W*

DATE: April 9, 2009

SUBJECT: Consider Position Reclassifications and New Position
April 16, 2009, City Council Meeting

Recommendation:

Staff recommends that Council reclassify and approve the addition of the following positions:

Current Position/Grade

P/T CSR II*- City Hall
Grade 271

Staff Assistant – Administrative Services
Grade 272

P/T hours of existing budget reassigned

Proposed Position/Grade

F/T CSR II - City Hall
Grade 272

CSR II – Court Clerk
Grade 272

P/T Staff Assistant – Admin Services
Grade 272

* CSR II = Customer Service Representative II

Discussion:

To best utilize the personnel in the Administrative Services Division, the following staff changes have been made:

On April 1, 2009, the Acting Administrative Services Director was promoted to the Administrative Services Director.

On April 2, 2009, Council approved the Administrative Services Supervisor position reclassified to Executive Assistant.

On April 2, 2009, Council approved the Public Information Officer/Deputy City Clerk reclassified to Public Information Officer/City Clerk.

On April 7, 2009, one of the two P/T Customer Service Representative II (CSR II) personnel was promoted to the Executive Assistant position, resulting in a vacant P/T Customer Service Representative II position.

Consider Position Reclassifications and New Position
April 16, 2009, City Council Meeting

If approved, the current P/T CSR II would be moved into the F/T position. Recently this individual has also been working up to 20 hours a week assisting the Court Solicitor with administrative functions that previously were done by an unpaid intern. Additional hours were approved in the 2009 budget to support this effort.

If the above is approved, the current P/T CSR II would no longer be able to support the Court Solicitor. The required Solicitor support would be completed by a Staff Assistant - Administrative Services, who currently works ½ for PIO/HR and ½ for Municipal Court, and this position, if approved, would be reclassified as a Customer Service Representative II and be permanently assigned to Municipal Court to work as staff support in the City Solicitor's Office and the balance of the time in the Municipal Court Office.

If the above is approved, the one function that would be lost as a result of the reorganization is the Staff Assistant for Administrative Services. This function is required in order for the City to do any sort of proactive marketing, media, and village meeting events. The individual hired for this position will be targeted as someone with previous marketing / human resource / office administration experience. Advanced computer, writing and graphic design / desktop publishing skills would be essential for the individual who would be hired to fill this position. The position would Part Time and limited to work 20 hours per week.

The FY09 approved budget reflects 458 approved hours per week for all functions in Administrative Services. The reorganization of the existing employees including the addition of the P/T Staff Assistant utilizes 460 hours per week. While employees in Administrative Services may have titles that would allude to basic secretarial functions, the personnel in these positions have advanced computer skills and allow the City to continue to operate at the local, State and Federal levels that are required. Without the reclassifications and the approval of the additional part-time staff assistant, the City can not begin to fulfill City Council's expectations of communication and level of service to the residents of Peachtree City.

A revised organization chart is attached.

Budget Impact:

The approved FY09 budget reflects six months of the Director's salary. The FY09 approved amount was at a Grade 289 Step 33 (salary of previous Director – vacant since January 2008). The salary for the person promoted to the position is at a Grade 289 Step 1. The savings is \$20,605 for the last six months of FY09. In addition, as a result of the April 2, 2009 approved reclassifications of the Executive Assistant and Public Information Officer / City Clerk positions an additional \$4,085 will be realized for the last six months of FY09.

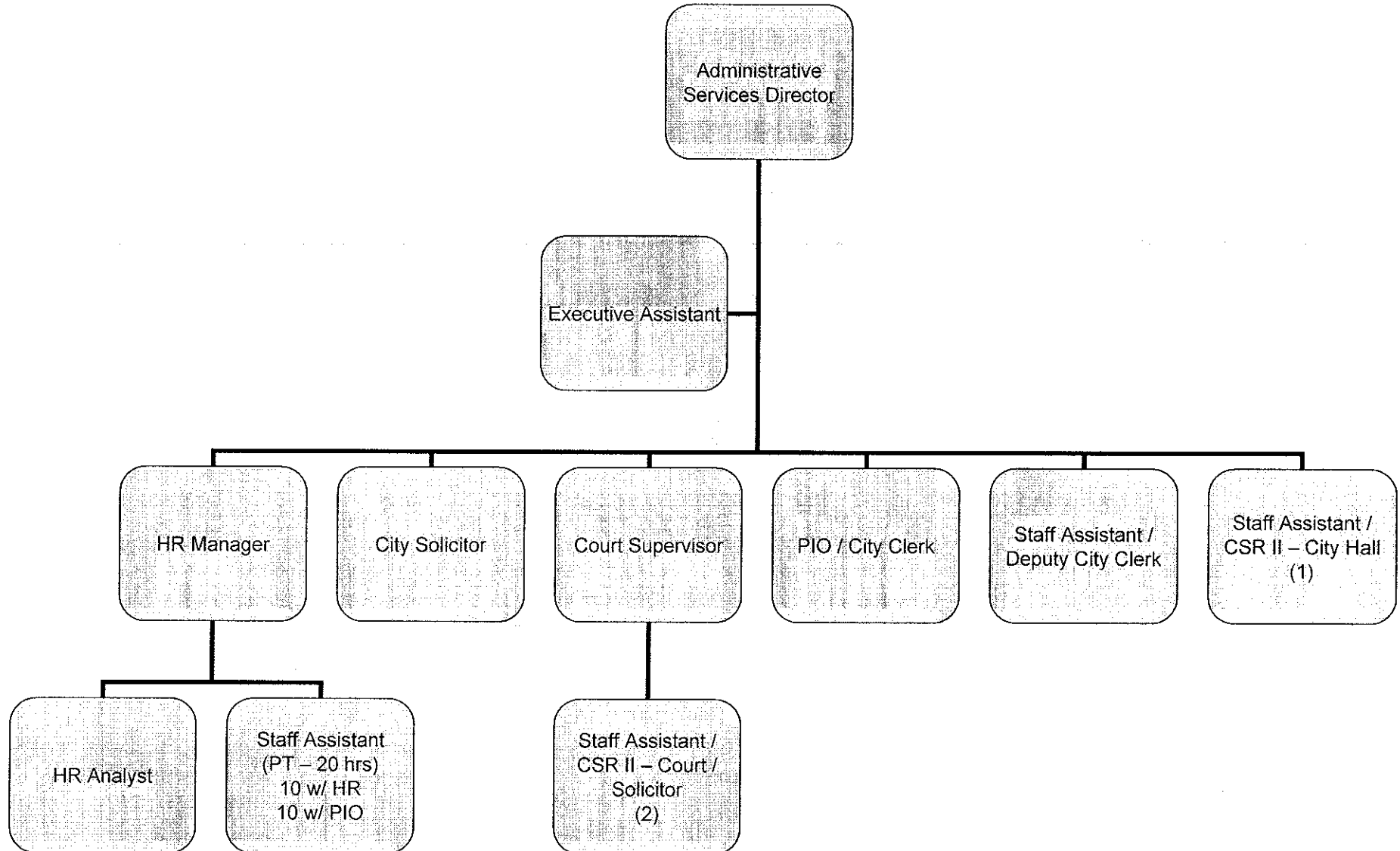
The approximate increase in benefits for the reclassification of the P/T Customer Service Representative II to a F/T Customer Service Representative II is \$14,000 per year. The savings from the new Director and the reclassifications as outlined above will adequately cover the additional costs of benefits and still realize additional savings.

There will be no additional costs incurred by the addition of a P/T Staff Assistant to work with HR and PIO.

Future budget years will experience an expense less than current budgeted expenses due to the savings of the Director's salary.

Administrative Services

Proposed April 2009



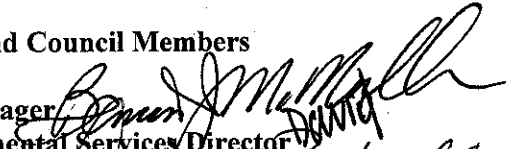
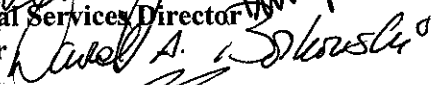
City Council of Peachtree City
REVISED AGENDA
April 16, 2009
7:00 p.m.

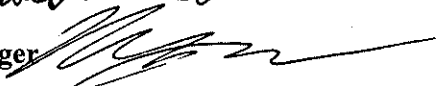
- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Proclamation – Honor Flight Fayette Day
 - Proclamation – Toastmasters Day in Peachtree City
 - Recognize Youth Council Serving Fayette County's Youth Volunteer of the Quarter (Brooke Thompson) and Adult Volunteer of the Quarter (Debbie Lemay)
 - Recognize March Employee of the Month – Pam Dufresne
 - Recognize Supervisor of the Quarter – Matt Myers
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - April 2, 2009, Regular Meeting Minutes
 - April 7, 2009, Workshop Minutes
- VII. Consent Agenda
 1. Consider Bid – Police Vehicle Aftermarket Accessories
 2. Consider Bid – F-750 Dump Truck Cab & Chassis
 3. Consider Ordinance Amendment – Waive Golf Cart Registration Requirements for 4th of July
 4. Consider Request to Surplus Goods
 5. Consider Alcohol License – NEW – Kobe Japanese Steakhouse
 6. Consider Alcohol License – NEW – The Fred Catering (Maguires)
 7. Consider Budget Adjustments – FY 2009
 8. Consider Stormwater Maintenance Agreement – Trek Bike Center
- VIII. Old Agenda Items
 - 03-09-01 Public Hearing – Consider Rezoning, 37.001 acres, GI to LUR, Southpark International Industrial Park **(To be continued until May 7)**
- IX. New Agenda Items
 - 04-09-07 Public Hearing – Consider Sign Variance, Global Aviation (World Airways)
 - 04-09-08 Annual Audit Presentation (FY 2007-2008) – Moore & Cubbedge
 - 04-09-09 Consider Alcohol Ordinance Amendment – Hours of Sale
 - 04-09-10 Consider Solid Waste Ordinance Amendment and Non-Exclusive Franchise Agreement Format
 - 04-09-11 Consider Ordinance Amendment – Article IV, Procedure for Plat Approvals and Construction Authorization for Subdivisions
 - 04-09-12 Consider Ordinance Amendment – Article V, Plat Specifications
 - 04-09-13 Consider Reclassification of Part-time Customer Service Representative II
 - 04-09-14 Consider MOA with Fayette County for Future Conditions Floodplain Study
- X. Council/Staff Topics
 - Report on Out-of-County Trends for Instructional Classes
- XI. Executive Session

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

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Developmental Services Director 
City Engineer 

FROM: Stormwater Manager 

DATE: April 15, 2009

SUBJECT: Memorandum of Agreement with Fayette County for Future Conditions
Floodplain Study
April 16, 2009 City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached Memorandum of Agreement between Fayette County and Peachtree City for future conditions floodplain study for Camp and Line creeks.

Discussion:

The City of Peachtree City is required to model and map future conditions floodplains in the City at a rate of 10% per year. The City has exceeded this rate and we have completed all required streams except for Line Creek and Camp Creek.

Since Line Creek is a common boundary between Coweta County and Peachtree City, and Camp Creek is a common boundary Fayette County and Peachtree City, Staff pursued working with the two counties to come up with a way to share the work and the cost. Staff has met with representatives of both Coweta County and Fayette County, and has come up with a Memorandum of Agreement (MOA) outlining responsibilities for completing the Line Creek and Camp Creek flood studies.

Once the MOA is signed by all parties, Staff will finalize the cost of the studies and bring individual contracts for City Council to execute that will detail the exact amount to be paid by each municipality.

The cooperation between Peachtree City, Fayette County and Coweta County will realize a significant cost savings to Peachtree City.

Budget Impact:

Funds for these studies have been budgeted for as part of the Stormwater Utility Revenue Bond.

Attachments

**STATE OF GEORGIA
COUNTY OF FAYETTE**

**MEMORANDUM OF AGREEMENT
BETWEEN FAYETTE COUNTY, GEORGIA AND
PEACHTREE CITY, GEORGIA REGARDING FLOOD
STUDIES FOR LINE AND CAMP CREEKS**

WHEREAS, Line Creek is the boundary between Coweta County and Fayette County, Peachtree City, and the City of Tyrone.

WHEREAS, Camp Creek is the boundary between unincorporated Fayette County and Peachtree City.

WHEREAS, Coweta County, Fayette County, Peachtree City and the City of Tyrone are under the jurisdiction of the Metropolitan North Georgia Water Planning District, hereafter referred to as the "District."

WHEREAS, Coweta County and Fayette County, Peachtree City and the City of Tyrone are currently conducting or planning to conduct existing conditions and future conditions flood studies through consultant contract(s) in order to comply with requirements of the District.

WHEREAS, Coweta County and Fayette County, Peachtree City and the City of Tyrone are committed to provide reliable and cost effective services to their respective residents; and

WHEREAS, the continuity, accuracy, and cost effectiveness of the required flood studies for Line Creek and Camp Creek can be maximized by coordination between Coweta County and Fayette County, Peachtree City and the City of Tyrone and duplication of efforts can be minimized through this coordination.

NOW, THEREFORE, in consideration of the mutual interests of Coweta County Fayette County, Peachtree City and the City of Tyrone and the requirements placed upon both entities by the District, Fayette County and Peachtree City agree to coordinate their efforts to accomplish the required flood studies as follows:

I. PURPOSE.

The purposes of this memorandum is to facilitate open communication, provide a basis for sharing data or information, provide a basis for cost sharing, and establish an efficient and effective process to fulfill the flood study requirements of the District for Line Creek and Camp Creek, as these creeks serve as the boundaries between Coweta County and Fayette County, and Peachtree City and unincorporated Fayette County.

This agreement provides for reciprocal rights for the exchange of data and other information pertinent to the flood study for Line and Camp Creeks and there associated tributaries. Upon

completion of the study, the County and Peachtree City will receive a set of the deliverables from the consultants for their records and subsequent use.

The counties have specific, unique, and mutually beneficial resources that can be shared to further their individual efforts.

Accordingly, this Memorandum of Agreement (MOA) establishes:

- a) Participant responsibilities for information exchange and coordination of activities,
- b) Participant responsibilities for contract(s) with and payments to consultant(s) and/or jurisdictions, and reimbursement/sharing of consultants fee,
- c) Points of contact for each party.

II. AUTHORITY.

Fayette County and Peachtree City have authority to enter into this MOA pursuant to powers vested to each party by the General Assembly of the State of Georgia and the Constitution of the State of Georgia, including but not limited to Article 9, Section 3, ¶ 1.

III. GOVERNMENTS' SCOPE OF WORK & RESPONSIBILITIES.

A. Duties of Fayette County

Fayette County agrees to perform the following in accordance with this MOA:

- 1) Provide all available topographic, aerial photography, and land use data for both the Coweta County consultant and the Peachtree City consultant for their use in performing the hydrology and hydraulic models. This data should include the design information for Lake McIntosh that is proposed for construction.
- 2) Enter into a contract with the consultant to Coweta County to perform the required studies on Line Creek that intersect Fayette County. Since this creek is the boundary between the two counties, the contract rate per mile will be one-half of the normal rate.
- 3) Provide compensation to Peachtree City to perform the required studies on Camp Creek that intersects Peachtree City and unincorporated Fayette County at one-half the contract rate per mile. The contract rate shall be agreed to by Peachtree City and Fayette County prior to the approval of any contracts for such services.
- 4) Process invoices and make payments to the consultant to Coweta County for services performed, according to the contract. A copy of the MOA and invoices will be provided to Peachtree City.
- 5) Coordinate with Peachtree City for the provision of all topographic, aerial photography, land use and hydrologic/hydraulic data that that City has available for use in the study of Line Creek.
- 6) Provide notices to any property owners within unincorporated Fayette County where survey crews may need to work outside of the right-of-way to obtain supplemental survey data necessary for the hydraulic models.

- 7) Provide Peachtree City with digital files and supporting documentation of any intermediate and completed work performed by the consultant for the Line Creek hydrology, hydraulic, and floodplain analyses.

B. Duties of Peachtree City

Peachtree City agrees to perform the following in accordance with the MOA:

- 1) Enter into a contract with Fayette County to pay for the work performed by the consultant to Coweta County for the Line Creek study where Peachtree City and Coweta County jurisdictions intersect. Since this creek is the boundary between Peachtree City and Coweta County, the contract rate per mile will be one-half of the contract rate. The contract rate shall be agreed to by Peachtree City and Fayette County prior to the approval of any contracts for such services.
- 2) Provide Fayette County with digital files and supporting documentation of any intermediate and completed work performed by the consultant for the Camp Creek hydrology, hydraulic, and floodplain analyses.
- 3) Provide notices to any property owners within Peachtree City where survey crews may need to work outside of the right-of-way to obtain supplemental survey data necessary for the hydraulic models.
- 4) Coordination with Fayette County for the provision of all topographic, aerial photography, land use, and hydrologic/hydraulic data that the City has available for use in the study of Line Creek.
- 5) The costs of any study conducted on a tributary of Line Creek lying completely within the limits of Peachtree City will be paid by Peachtree City.

IV. TERM.

This agreement shall commence upon execution by both parties and shall terminate upon completion of the work and disbursement of all payments. In any event, this agreement shall expire no later than fifty (50) years after execution.

V. This Memorandum of Agreement may be modified or amended only by subsequent written documentation, signed by authorized representative(s) of the County and the City, expressly stating the intention to amend this agreement.

VI. ACKNOWLEDGEMENT OF LEGAL RIGHTS AND INTERESTS.

The process and programs described in this Memorandum of Agreement are intended to result in the cooperative study of the existing and future conditions flood plain of Line Creek along its common length between Coweta County and Fayette County and Camp Creek that intersects Peachtree City and unincorporated Fayette County. Participation in this agreement shall not abrogate the legal rights or reserved interests of either party outside of the obligations of this agreement.

VII. GENERAL PROVISIONS.

- a) The validity, interpretation and performance of this agreement with each of the obligations and duties set forth herein shall be governed by and interpreted under the laws of the State of Georgia.
- b) This agreement may only be amended or modified in writing by authorized representative of each party.
- c) This agreement constitutes the full and complete agreement between Peachtree City and Fayette County. All promises, representations, terms, conditions, agreements, or other understandings related to the subjects addressed in this agreement are set forth in this document.
- d) If any portion of this agreement is found to be unenforceable, the remainder of the agreement shall continue in full force and effect and bind the parties hereto.

VIII. This Memorandum of Agreement shall become effective and commence upon execution of the agreement by the initiating government parties.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on:

MONTH

DAY

YEAR

CITY OF PEACHTREE CITY, GEORGIA

FAYETTE COUNTY, GEORGIA

By: _____
Mayor

By: _____
Chairman

Attest: _____
Clerk

Attest: _____
Clerk