

City Council of Peachtree City
Agenda
April 6, 2006
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Proclamation for Confederate History and Heritage Month
Recognize Peki Prince for 15 Years of Service
- IV. Minutes
March 16, 2006, Regular Meeting Minutes
- V. Monthly Reports
- VI. Consent Agenda
 - 1. Consider Appointments to Development Authority
 - 2. Alcohol License – Change in Owner, Licensee, License Representative –
Buckner Petroleum/Greenway Store #646
 - 3. Consider Acceptance of Limited Warranty Deed – Regents Park Extension on
Georgian Park at Kedron Village Shopping Center
 - 4. Consider Bid for Medic Unit Remount
 - 5. Alcohol License – Change in Owner, Licensee, License Representative –
Martini's/The Red Room
 - 6. Consider Software Purchase from State Contract
- VII. Old Agenda Items
- VIII. New Agenda Items
 - 04-06-01 Presentation of Comprehensive Annual Financial Report for
Fiscal Year Ending September 30, 2005
 - 04-06-02 Discussion of Realignment of Huddleston/Dividend Intersection
 - 04-06-03 Consider Project Management Agreements for Q23 Projects
 - 04-06-04 Consider Project Management Agreement for Flat Creek Multi-use Bridge
 - 04-06-05 Discussion on Mosquito Control
- IX. Council/Staff Topics
- X. 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
March 16, 2006
7:00 p.m.

The City Council of Peachtree City met Thursday, March 16, 2006, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized Andy Johnson and Ryan MacCallum of the Police Department as the Employees of the Month.

Minutes

Rutherford moved to approve the March 2, 2006, regular meeting minutes as written. Kourajian seconded. The motion carried unanimously.

Rutherford moved to approve the March 8, 2006, special called meeting minutes as written. Boone seconded. The motion carried 4-0-1 (Boone).

Consent Agenda

1. Alcohol License – Change in Licensee – Chili’s Grill and Bar
2. Alcohol License – Change in Licensee – Romano’s Macaroni Grill
3. Consider Adoption of Transmittal Letter for STWP/CIE
4. Consider Right-of-Way Deeds for SR 74 S (Phase 1) Road Widening Project
5. Consider Bids for Fire Department Vehicles
6. Consider Bids for Public Works Vehicles
7. Consider Alcohol License for Three Dollar Café

Rutherford removed Consent Agenda #7. She moved to approve Consent Agenda items 1-6. Kourajian seconded. The motion carried unanimously.

Kourajian moved to approve the extension of the alcoholic beverage license for Three Dollar Café. Rutherford seconded.

Three Dollar Café General Manager Robin Hunt addressed Council. Kourajian asked when the restaurant would open. Hunt said it would open on April 6.

The motion carried unanimously.

New Agenda Items

**03-06-05 Public Hearing – Consider Post-construction Stormwater Runoff
Management Ordinance**

Logsdon noted that there was an additional document on the dais – memo from the City Engineer dated March 14, 2006, with a change recommended by the Planning Commission. City Engineer Dave Borkowski said the proposed ordinance eliminated conflicts in the site plan submittal process with timeframes and plan review, and clarified when a development site had to meet the

new standards. The ordinance also addressed redevelopment and the addition of new impervious surface. The Planning Commission approved the ordinance with one slight modification to paragraph 3(b) exemptions. The wording "single-family structures" was changed to "single family lots."

No one spoke for or against the proposed ordinance.

Rutherford asked if a parcel being redeveloped would be considered a new lot. Borkowski said that residential lots were exempt from the ordinance. Anyone who demolished a house and started over was exempt. He explained that staff did not want to enforce the ordinance on that type of micro level. He said the ordinance addressed commercial developments if the land disturbing activity was one acre or more. In general, the trigger was the creation or addition of 5,000 square feet of new impervious surface.

Plunkett said that some residential redevelopments could be as large as 6,000 square feet. She asked why the ordinance did not apply to residential. Borkowski said that it would be very difficult to enforce and to get the necessary best management practices (BMPS) built for something that small in a residential environment.

Rutherford moved to approve the post-construction stormwater runoff management ordinance with the change presented under exemptions from family structures to family lots. Boone seconded. The motion carried unanimously.

03-06-06 Public Hearing – Consider Amendment to Article XII, Appeals, Section 1202.2(c) to Update the Application Fee for Variance Requests

City Planner David Rast said the next two items on the agenda were purely housekeeping. The variance application fees had changed several years ago when Council updated the City service fees, but had not been updated in the ordinance. Article XII, Section 1202.2(c) was in the zoning ordinance, and any amendments to the zoning ordinance had to be advertised and a public hearing had to be scheduled.

Rutherford clarified that the fees had been increased, and now staff was trying to catch up the paperwork. Kourajian asked how the City could charge the fees without changing the ordinance. Rast explained that Council set the fees and had approved the fee increase when the schedule of fees had been approved, but there had been an oversight in updating the ordinance. Rutherford asked if the amendment would put the fee amount in the ordinance. Rast continued that a dollar figure was not included in the amendment. Rutherford noted that the wording "see the schedule" would prevent the same problem from happening again.

No one spoke for or against the proposed amendment.

Plunkett moved to amend Article XII, Section 1202.2(c) to update the application fee for variance requests. Rutherford seconded. The motion carried unanimously.

03-06-07 Consider Ordinance Amendments to Update Application Fee for Variance Requests (Various Sections)

Rast reiterated that the amendments were purely housekeeping. There were a number of additional sections that referred to variances. The language in those sections included references to the zoning section just approved. The sections in the Code of Ordinances included the section in the Building chapter dealing with fences and the section that dealt with telecommunications towers and antennas. The other section dealt with variances to the land development ordinance.

Rutherford moved to approve the amendments to the ordinances to update the application fees for variance requests for all three sections. Kourajian seconded. The motion carried unanimously.

03-06-08 Consider Banners for Tour de Georgia

City Manager Bernard McMullen told Council that Tour de Georgia was returning to the City in April. The request was to put banners up at the intersection of Peachtree Parkway and GA 74, the same number and size as last year. He added that they were also asking to put the banners up in future years as long as the banners remained the same.

Rutherford moved to approve the banners for the Tour de Georgia, and, as long as they did not change, that the City continue to put the banners up as long as the race came through the City. Kourajian seconded.

Kourajian asked where the banners would be placed. McMullen said they would be in the median on Peachtree Parkway from World Drive up to the intersection at GA 74. There would be 10 banners. The riders would be coming from Fayetteville.

Plunkett asked who owned the banners. McMullen said sponsors paid for the banners last year, and the banners had been given to the sponsors after the event in most cases. Kourajian said any unclaimed banners could be hung in the library. Plunkett said it would be good to get the banners signed, then to auction them off and give the proceeds to charity. McMullen noted that the Tourism Association had been a sponsor last year, but he did not know what happened to the banner and would ask what happened to that banner.

Kourajian asked if it was the banner size, or picture, that was identical to last year's. McMullen said the banner was the same size, but had a different picture. Kourajian clarified that future banners would be the same size, but the design could be different. He was wordsmithing the word "identical." Rutherford said Council was approving the size and the location, which was fine as long as they did not change.

The motion carried unanimously.

03-06-09 Consider Contract for SPLOST Street Resurfacing

Public Services Director Tom Corbett addressed Council. He said the bid was for a portion of the spring resurfacing program. More than 40 vendors were invited to participate, and two bids were received – APAC, \$693,112.95; and E.R. Snell, \$862,270.00. Corbett noted there was a

substantial difference between the bids. A portion of the money was Special Local Option Sales Tax (SPLOST) funds, and a portion was City funds. The paving would follow the agreement made with Fayette County last fall for additional LARP (Local Assistance Road Program) streets and additional General Fund streets.

Corbett continued that he had worked with APAC before and had always had good results. He pointed out that asphalt costs had increased a lot due to the cost of oil.

Rutherford moved to approve the contract with APAC for SPLOST street resurfacing. Kourajian seconded.

Rutherford noted that 40 vendors had been contacted, but only two had responded. She asked if there was a problem with the bid process, or some other problem. Purchasing Agent Angela Egan told Council that she had taken the names of the vendors from previous mailings. Rutherford asked if the mailings were being sent to the appropriate people. Egan said she was still learning which companies responded to bids, and which companies did not, as well as which were appropriate for the types of bids. Corbett said that, from his experience, APAC and E.R. Snell were probably the only companies with the resources to do the job. A lot of companies were small and could only do small jobs. Rutherford said she had no problem with that.

Boone asked if APAC would recycle the material they removed from the City streets. Corbett said this job was not a "pull and recycle on the spot" job. APAC would reuse the material they milled at another location. The City was buying a recycled product from APAC, which represented a savings. Recycling on site was a huge operation, and this job was probably too small to do that. Corbett said there would be more milling on the County work later in the year.

Kourajian noted the difference in cost. He asked if E.R. Snell's bid was unusually high. Corbett said the spread was not unusual for two companies. The difference usually was in labor, overhead, and the desire for profit.

Kourajian asked what paving the County would do. McMullen said there would be three paving operations this summer. The County would be working on the LARP projects. The City would repave the other streets in subdivisions with LARP projects so that they would only have to go into those subdivisions one time. Council had already approved those projects, and they should begin in May or June. The repaving project would use 2005 SPLOST funds.

Kourajian asked if the City had received any SPLOST funds yet. McMullen said the City received a check on a monthly basis, and the amounts had been a little ahead of projections. Finance Director Paul Salvatore said the County starting collecting the tax in April 2005. At first, the taxes collected were under projection, but now the checks were over or right at the projection. Currently, the City had gotten about \$30,000 more than what had been projected. The City had received approximately \$884,000 for 2005.

The motion carried unanimously.

03-06-10 Consider Resolution in Opposition to Senate Resolution 1040 Pertaining to Inverse Condemnation

City Attorney Ted Meeker reminded Council that they had recently approved a resolution opposing Senate Bill 30. He said that Senate Bill 30, also regarding inverse condemnation, had died. Senate Resolution 1040 had not made it through crossover day, but the Georgia Municipal Association (GMA) was concerned that the matter could get added to another bill. Staff was following the GMA recommendation, and asked that Council oppose the resolution.

Logsdon noted that the City had many ordinances that made the City special. Inverse condemnation would require cities to pay for any land that property owners could not use as they wanted, such as the required buffers and setbacks. Logsdon said Council was adamant that the law not be changed; it was working. The taxpayers would suffer, and the City would be forced to abandon its zoning with the proposed changes.

Logsdon moved to approve the resolution in opposition to Senate Resolution 1040. Plunkett seconded. The motion carried unanimously.

03-06-11 Consider Contract for Geotechnical Services

Borkowski said the City had solicited Statements of Qualifications from 42 firms that provided geotechnical services to provide the services to the City on a contract basis. Three companies had responded, and two were short listed – United Consulting and Wilmer Engineering. Both companies had excellent testing labs and provided the services the City was looking for. Borkowski continued that staff had requested unit prices to make a comparison, which proved difficult to do. Staff recommended that the City keep United Consulting. The company had provided services to the City for 13 years and had proven to be trustworthy. The company service had been excellent and prompt. United Consulting also offered some services that Wilmer Engineering did not offer.

Rutherford asked how much the services would cost for the remaining nine months in 2006 if \$30,000 a year was budgeted. McMullen said staff did not expect to exceed \$30,000 this year. There was an automatic rollover in the agreement, and the full amount would be there for a full 12-month period. Unless something very unusual came up, McMullen said staff did not expect to spend \$30,000 this year. Kourajian noted that all of the money could be spent in a short time if there was an unusual problem. McMullen said it could, but there was also money budgeted with other projects to cover geotechnical services. He continued that no money could be spent this year, but the authority would be there if they needed to spend the money. The services were limited to \$30,000 per year. The funding would not rollover to another year.

Borkowski said it had been difficult to do an “apples to apples” comparison on the unit prices. Kourajian told Borkowski he trusted his judgment; he just wanted to know what objectives had been considered in making the decision. Borkowski said they had requested a list of all services provided rather than a list of services the City used. Kourajian asked if staff knew what they wanted. Borkowski said they had compared the pricing on the services the City used most often, such as concrete testing and soils testing. United had a better price on tests used most often by the City. Rutherford clarified that United Consulting had the best price for the standard services

used by the City. Borkowski said yes. Kourajian said he appreciated the executive summary. He had been curious about the criteria.

Boone asked what would happen if the company had to subcontract out for a service it did not provide. Borkowski said both companies had specified that those services were priced at cost plus 15%.

Rutherford moved to approve the contract for geotechnical services provided by United Consulting. Kourajian seconded.

Kourajian asked about the rollover clause, and if either party could cancel the agreement. Borkowski said either party could terminate the agreement with 30 days notice. Meeker explained that, under Georgia law, a service contract had to expire on December 31 of each year to automatically rollover provided no notice was given. There were also two different "out" clauses.

The motion carried unanimously.

03-06-12 Consider Fire Department Air Filtration System Bids

Logsdon noted there was an additional document on the dais – a memo from Fire Chief Stony Lohr to Mayor and Council dated March 13, 2006, with the subject "Fire Department Air Filtration System Bids." Chief Lohr recommended that Council award the bid for the air filtration units for the four fire stations to Air Technology Solutions at a cost of \$128,775.00. He said this was the second attempt to obtain the systems. The City had obtained the services of Leo A. Daley Company to help put the specifications together and to help evaluate the bids.

Rutherford moved to award the bid for air filtration systems for the four fire stations to Air Technology Solutions of Willingboro, N.J., for the cost of \$128,775.00, of which the City's portion was \$12,876.00. Lohr said the City's share was 10%. Plunkett seconded.

Plunkett asked Lohr if the company was aware of the deadline for the use of the federal grant money. Lohr said that the Federal Emergency Management Agency (FEMA) had extended the deadline to May 31. The company was aware of the time constraints, and the deadline had been a critical component of the specifications.

Kourajian asked where the City's 10% would come from. Lohr said that a similar project had been scheduled for Station 82 for \$40,000, and the City's share would come from those funds.

The motion carried unanimously.

Council/Staff Topics

Plunkett asked if there was any report on the feasibility of having an officer or crossing guard direct traffic at the Walt Banks Road/Peachtree Parkway intersection. McMullen said it was on the April 20 agenda. He had spoken to Police Chief Jim Murray and had received information on the cost. It would be one of the options discussed on April 20.

Plunkett said parking on the street (Commerce Drive) at the new World Gym location continued to be a problem. McMullen said there had been a number of complaints and the matter would be addressed. He had asked Chief Lohr and Chief Murray to look at the situation and give their recommendations.

Plunkett asked about the new yellow signs on GA 54. McMullen said the signs were Department of Transportation (DOT) signs in the state right-of-way. The DOT had not contacted the City regarding the signs. McMullen said he asked the City Engineer to call DOT. Borkowski said the area engineer was out and he asked for a call back and an explanation on what had happened. McMullen said he planned to write a letter to see if there was something that could be done that was more pleasing to the eye. Rutherford asked if the DOT had to abide by the City's sign ordinance. McMullen said the DOT did not; it was state right-of-way.

Plunkett asked when the businesses in the Target shopping center would receive a certificate of occupancy. McMullen said the developer had indicated center would open in July when they spoke recently. The developer was trying to get a majority of the complex to open at the same time. A number of stores were ahead of Target as far as construction went.

Plunkett announced that the Ford Tour de Georgia would come through the City on April 19. She said a big event was scheduled at the Tennis Center on Saturday, March 18, to kick off the tour.

Plunkett announced that Bob King, chairman of the Peachtree City Tourism Association, had died. Logsdon noted that King's loss was significant to the Tourism Association. Plunkett said King had been very committed to the association.

Boone asked what the process was to get cart path signs put up. He noted there was a dangerous crossing on Blue Smoke Drive at Homestead Six and Seven. He said there was a bad curve and someone in a golf cart could get t-boned. McMullen told Boone he had started the process, and staff would take care of it.

Kourajian asked when the meeting with the alcohol license businesses was scheduled. McMullen said it was on Monday, March 27, 2 p.m., in the Floy Farr Room at the library. Logsdon asked if any of the businesses had called to say they would attend. McMullen said he was not aware of any. Plunkett said several business owners told her that they planned to attend. Rutherford had also heard from a business owner.

Kourajian said he would like to take another look at mailing out *The Update*. McMullen said it would be on the Retreat agenda. Council had decided to stop mailing the City newsletter to residents due to economics. McMullen said staff would go over the numbers at Retreat.

Rutherford asked that mosquito control be placed on the agenda for the April 6 meeting. She said there was concern about possible problems due to the wet winter, and certain populations in the City were very susceptible to diseases carried by mosquitoes.

Rutherford said there was a black fence on private property along the cart path behind Balmoral Village that had fallen into disrepair. It needed to be repaired or removed. McMullen said he would have Code Enforcement look at it.

McMullen said he had received notification of a Development of Regional Impact planned on GA 74 in Fairburn. Staff would review the information and respond. The development would be large and would affect traffic on GA 74. Logsdon added that he met with the Atlanta Regional Commission (ARC) about GA 74. The bids for the widening would go out in May or June, and dirt would move in the fall. Rutherford said the City should be proactive about the GA 74 South widening, and keep citizens and industries informed. She suggested the City send businesses maps with alternate routes marked. The human resources departments could be contacted with the information.

Rutherford moved to convene in executive session for threatened or pending litigation. Boone seconded. The motion carried unanimously.

Plunkett moved to reconvene in regular session. Rutherford seconded. The motion carried unanimously.

There being no further business to discuss, Rutherford moved to adjourn. Kourajian seconded the motion. Motion carried unanimously. The meeting adjourned at 8:29 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

2006 City Event Calendar

<u>April</u>	<u>May</u>	<u>June</u>
4/6 – City Council Meeting, 7 pm 4/15 – Spring Yard & Garden Show, 10 am – 6 pm, Shakerag Knoll 4/16 – Library Closed 4/20 – City Council Meeting, 7 pm	5/4 – City Council Meeting, 7 pm 5/6 & 7 – Spring Clenaup, 8:30 – 4:30, Recycling Center 5/7 - Japanese American Friendship Festival, 11 am – 2 pm, Shakerag Knoll 5/13 – Touch-A-Truck/Wellness Fair, 10 am – 2 pm, McIntosh Trail 5/18 – City Council Meeting, 7 pm 5/29 – Memorial Day, City Offices Closed Memorial Day Celebration, 7:30 am at City Hall	6/1 – City Council Meeting, 7 pm 6/15 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/4 – Independence Day – City Offices Closed 7/6 – City Council Meeting, 7 pm 7/20 – City Council Meeting, 7 pm	8/3 – City Council Meeting, 7 pm 8/17 – City Council Meeting, 7 pm	9/7 – City Council Meeting, 7 pm 9/4 – Labor Day, City Offices Closed 9/16 – 17 – Shakerag Arts & Crafts Festival, Shakerag Knoll 9/21 – City Council Meeting, 7 pm
<u>October</u>	<u>November</u>	<u>December</u>
10/5 – City Council Meeting, 7 pm 10/14 & 15 – Great Georgia Air Show 10/19 – City Council Meeting, 7 pm 1021 – PTC Classic Road Race 10/31 – Halloween	11/2 – City Council Meeting, 7 pm 11/16 – City Council Meeting, 7 pm 11/23 & 24 – Thanksgiving Holiday – City offices closed	12/7 – City Council Meeting, 7 pm 12/21 – City Council Meeting, 7 pm 12/25 & 26 – Christmas Holiday – City offices closed.

2007 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
1/4 – City Council Meeting, 7 pm 1/18 – City Council Meeting, 7 pm	2/1 – City Council Meeting, 7 pm 2/15 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/15 – City Council Meeting, 7 pm

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

Updated 3/27/06

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: February 2006

	<u>January-06</u>	<u>February-06</u>	<u>FY 2006 YTD</u>	<u>FY 2005 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	2	3	7	6
City Vehicle / Equipment Accidents	0	2	6	7
Lawsuit Legal Fees	\$4,895.24	\$5,767.73	\$30,962.26	\$53,278.82

Municipal Court

Fines Collected	\$157,131.25	\$125,441.70	\$620,373.32	\$529,647.48
Online Transactions	266	175	886	724
Citations Closed	872	774	3,425	3,425
Jail Fund Balance	\$6,516.09	\$4,060.31	\$81,359.93	\$51,625.98

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

Public Information

New Businesses Registered	35	31	123	158
Public Contacts, Questions & Complaints	129	91	412	306

This includes 10 complaints against Comcast Cable Company, 3 sanitation company complaints, and 7 Open Records/Discovery Requests.

**PEACHTREE CITY BUILDING DEPARTMENT
FY 2006**

	Jan-06	Feb-06	Fiscal Y-T-D 2006	Fiscal Y-T-D 2005
DEVELOPMENT PERMITS:	7	7	66	50
BUILDING PERMITS:				
Single Family Residential	14	6	67	32
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	31	51	184	233
Commercial/Industrial	7	13	57	55
TOTAL INSPECTIONS:	482	621	2,804	2,574
CERTIFICATE OF OCCUPANCY:				
Residential	3	7	43	90
Commercial	4	0	17	20
Multi-Family Residential	0	0	0	3
CODE ENFORCEMENT:				
Sign Violations	114	83	1176	413
Rehab	27	16	71	75
Notice of Violations	181	159	725	1107
Citations	2	0	5	7
Stop Work Orders	6	29	57	42
Complaints From Citizens	13	8	61	76
PERMIT FEES COLLECTED:	51,193	25,118	281,733	184,281
POPULATION:	35,882	35,897	35,897	35,672
Based on 2.09 of completed occupancy				

**PEACHTREE CITY BUILDING DEPARTMENT
FY 2006**

	Dec-05	Jan-06	Fiscal Y-T-D 2006	Fiscal Y-T-D 2005
DEVELOPMENT PERMITS:	15	7	59	36
BUILDING PERMITS:				
Single Family Residential	9	14	61	19
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	22	31	133	172
Commercial/Industrial	13	7	44	51
TOTAL INSPECTIONS:	576	482	2,183	2,128
CERTIFICATE OF OCCUPANCY:				
Residential	21	3	36	69
Commercial	2	4	17	19
Multi-Family Residential	0	0	0	3
CODE ENFORCEMENT:				
Sign Violations	70	114	1093	366
Rehab	7	27	55	54
Notice of Violations	85	181	566	920
Citations	2	2	5	7
Stop Work Orders	7	6	28	35
Complaints From Citizens	13	13	53	68
PERMIT FEES COLLECTED:	45,213	51,193	256,615	159,502
POPULATION:	35,882	35,888	35,888	35,628
Based on 2.09 of completed occupancy				

CITY OF PEACHTREE CITY
FINANCIAL SERVICES MONTHLY REPORT (UNAUDITED)
AS OF FEBRUARY 28, 2006

Fund	Cash Balance	Total Investment	Total Cash and Investments	YTD Interest
General Fund	\$ 1,321,524	\$ 11,590,104	\$ 12,911,628	\$ 196,847
Neighborhood Parks Fund	1,787	-	1,787	51
DARE Fund	1,364	-	1,364	45
Federal Seizures Fund	9,203	-	9,203	149
HAZMAT Fund	2,471	-	2,471	47
Library Sales Tax Fund	9,825	-	9,825	197
Police Tuition Fund	3,903	-	3,903	76
Youth Council Fund	645	-	645	19
Fire/EMS Grant Fund	(18,348)	-	(18,348)	-
PD Cert/GEMA Grant	(793)	-	(793)	-
Athletic Assoc. Funds	51,894	-	51,894	883
Hotel/Motel Tax Fund	-	-	-	-
Library Construction Fund	-	244,857	244,857	12,964
S.P.L.O.S.T.	-	1,333,322	1,333,322	15,730
Public Improvement Funds	822,229	997,186	1,819,415	57,060
Debt Service Funds	-	-	-	-
Municipal Court Fund	81,159	-	81,159	-
Landscape Deposit Fund	145,540	-	145,540	-
Total Collateralized Funds	\$ 2,432,403	\$ 14,165,469	\$ 16,597,872	\$ 284,068
Pension Trust Fund	-	8,356,977	8,356,977	-
Grand Total	\$ 2,432,403	\$ 22,522,446	\$ 24,954,849	\$ 284,068

Collateral Analysis as of February 28, 2006		
Safe-keeping Bank	Bank	Total Held
Bank of New York	Wachovia	\$ 18,595,801

CITY OF PEACHTREE CITY
GENERAL GOVERNMENTAL FUNDS BUDGET COMPARISON (UNAUDITED)
FOR THE FIVE MONTHS ENDED FEBRUARY 28, 2006

REVENUES BY MAJOR CATEGORIES				
Description	2006 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 9,119,954	\$ 8,290,255	\$ (829,699)	90.90%
Franchise Taxes	2,100,128	930,900	(1,169,228)	44.33%
Local Option Sales Tax	6,554,692	2,848,232	(3,706,460)	43.45%
Other Sales & Use Taxes	635,702	265,559	(370,143)	41.77%
Business Taxes	1,921,788	1,897,607	(24,181)	98.74%
Licenses & Permits	945,801	587,212	(358,589)	62.09%
Grants	310,929	-	(310,929)	0.00%
Charges for Services	1,197,915	376,547	(821,368)	31.43%
Fines & Forfeitures	1,174,904	435,932	(738,972)	37.10%
Investment Income	281,208	196,847	(84,361)	70.00%
Surplus Carryover	1,947,240	-	(1,947,240)	0.00%
Other Revenue	87,666	6,201	(81,465)	7.07%
Other Financing Sources	455,014	151,812	(303,202)	33.36%
Total General Fund	\$ 26,732,941	\$ 15,987,104	\$ (10,745,837)	59.80%
Hotel/Motel Tax Fund	999,413	443,898	(555,515)	44.42%
Total General & Hotel/Motel Tax Funds	\$ 27,732,354	\$ 16,431,002	\$ (11,301,352)	59.25%

EXPENDITURES BY DIVISION AND/OR TYPE PERCENTAGE OF BUDGET YEAR COMPLETED - 42%				
Division and/or Type	2006 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Administrative Services	\$ 1,630,065	\$ 632,247	\$ 997,818	38.79%
Developmental Services	1,848,086	638,298	1,209,788	34.54%
Financial Services	812,370	334,714	477,656	41.20%
Leisure Services	4,802,038	1,746,774	3,055,264	36.38%
Public Safety	9,507,551	3,683,792	5,823,759	38.75%
Public Works	4,707,850	1,538,225	3,169,625	32.67%
Council Contingency	60,500	-	60,500	0.00%
Non-Profit Organizations	15,000	-	15,000	0.00%
Grant Incentive Program	50,000	-	50,000	0.00%
Transfer to Development Authority	35,000	35,000	-	100.00%
Transfers to Other Funds	3,520,276	1,319,614	2,200,662	37.49%
Liability Insurance	73,486	50,394	23,092	68.58%
Legal Services	155,125	29,305	125,820	18.89%
General Administration	75,000	2,928	72,072	3.90%
Other	(559,406)	-	(559,406)	0.00%
Total General Fund	\$ 26,732,941	\$ 10,011,291	\$ 16,721,650	37.45%
<u>Hotel/Motel Tax Fund</u>				
Transfer to General Fund	333,138	147,966	185,172	44.42%
Transfer to Tourism Fund	666,275	295,932	370,343	44.42%
Total General & Hotel/Motel Tax Funds	\$ 27,732,354	\$ 10,455,189	\$ 17,277,165	37.70%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES MONTHLY REPORT (UNAUDITED)
AS OF FEBRUARY 28, 2006

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER FEBRUARY 2006			
Description	Vendor	Award	Date
Recreation Master Plan PC's (23)	Leo A Daly	\$ 15,000.00	02/06/06
	Dell	22,978.15	02/21/06

PURCHASING REPORT FOR MONTH ENDED FEBRUARY 28, 2006 AND FEBRUARY 28, 2005		
Activity	Fiscal Year 2006	Fiscal Year 2005
Purchase Orders / Requisitions Processed	245	213
City Store Requisitions Processed	9	9
Sealed Bids Requested	5	3
Requests for Proposals	0	0
Bids Awarded	10	1
Requests for Proposals Awarded	0	0
Contracts Prepared	1	0
Fixed Assets Purchased	16	3

INFORMATION TECHNOLOGY REPORT FEBRUARY 2006 AND YEAR-TO-DATE		
Activity	Current Month	Fiscal Year 2006
Work Orders Created	152	577
Work Orders Closed	113	479
Work Orders Open	35	76
Corrective Work Orders	105	364
Project Work Orders	5	30
Technical Support	35	154
Website Visits	33,809	170,600

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2006 MONTHLY REPORT**

	Jan. 06	Feb. 06	2006 Y-T-D	2005 Y-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	4	3	15	19
Actual Business/Industrial Fires	4	0	6	6
¹ Rescue/EMS Assist	156	166	747	663
¹ Vehicle/Golfcart Accidents	26	19	131	97
¹ False Alarms	17	18	97	122
² Other	32	17	123	152
Total Engine Response	239	223	1119	1059
 Dispatched Fire Calls	 59	 45	 275	 289
 Response Time Fire	 4:19	 4:31	 4:52	 4:56
RESCUE/EMS				
Trauma	40	32	354	346
Medical	147	153	586	433
Total # Patients	187	185	940	779
 Patients Transported	 90	 89	 426	 368
 Dispatched EMS Calls	 182	 181	 851	 776
 Total Medic Response	 234	 267	 1090	 943
 Dispatched Fire/EMS Total	 241	 226	 1126	 1065
 Response Time EMS	 4:11	 4:21	 4:08	 4:10
EMS BILLING				
Patients Billed	90	71	394	382
 Revenue Generated	 34,097	 28,154	 154,354	 146,944
 ³ Total Revenue Received	 28,026	 25,864	 117,093	 78,570

¹Previously categorized as Other

²Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

³Revenue Received on All Outstanding Accounts

LEISURE SERVICES MONTHLY REPORT

February 2006

<u>Activity Description</u>	<u>Unit</u>	<u>February 2006</u>	<u>FY 2006 YTD</u>	<u>FY 2005 YTD</u>
Library				
Books Circulated	number	22,564	90,452	75,907
Internet Usage	visits	3,129	9,932	10,922
Computer Lab Use	hours	89	148	100

Recreation

Class/Program Revenue	\$	\$3,062	\$15,330	\$19,078
Playing Surface Mowing	hours	0	930	923
Playing Field Preparations	hours	870	2,491	2,340
Building Maintenance	hours	433	2,063	2,038
Safety Inspections	visits	50	250	250
Litter Removal	hours	296	1,346	1,396
Complaints answered	number	7	10	5

PEACHTREE CITY POLICE DEPARTMENT

2006 MONTHLY REPORT

	JANUARY 06	FEBRUARY 06	2006 CYTD	2005 CYTD
PART I CRIMES				
Murder	0	0	0	0
Rape	0	0	0	1
Robbery	0	0	0	1
Aggravated Assault	0	1	1	2
Arson	0	0	0	2
Auto Theft	7	2	9	3
Theft	20	30	50	25
Burglary	1	4	5	1
TOTAL PART I CRIMES	28	37	65	35
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	19	8	27	43
DUI – ADULT	17	8	25	39
DUI – UNDERAGE	2	0	2	4
MINOR IN POSSESSION OF ALCOHOL	10	2	12	7
DRUG ARRESTS:				
MARIJUANA	4	2	6	16
METHAMPHEDIMINE	0	0	0	1
COCAINE	0	0	0	1
OTHER (opium, etc)	0	0	0	0
ARRESTS				
PROPERTY CRIMES	18	16	34	14
PERSON CRIMES	4	2	6	10
CITY ORDINANCES	33	23	56	53
TRAFFIC OFFENSES	84	47	131	49
OTHER	61	40	101	55
AVERAGE RESPONSE TIME	5.44	5.39	5.42	5.28
CALLS ANSWERED	6783	5546	12,329	12,423

TRAFFIC

CITATIONS ISSUED	818	561	1379	1140
WARNINGS	626	495	1121	899
ACCIDENTS	102	84	186	155

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / COMMERCE DR	5
HWY 54 / PEACHTREE PARKWAY	3
HWY 54 / PLANTERRA WAY	3
HWY 54 / HWY 74	2
HWY 74 / CROSSTOWN DR	2

TOP 5 ACCIDENT LOCATION – Y T D

HWY 54 / COMMERCE DRIVE	11
HWY 54 / HWY 74	10
HWY 74 / CROSSTOWN DRIVE	7
HWY 54 / PEACHTREE PARKWAY	6
HWY 74 / SENOIA ROAD	6

PUBLIC SERVICES MONTHLY REPORT

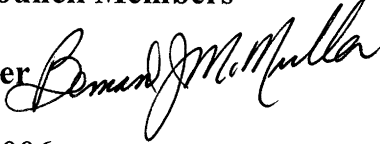
FEBRUARY 2006

<u>Activity Description</u>	<u>Unit</u>	<u>FEBRUARY 2006</u>	<u>FY2006 YTD</u>	<u>FY2005 YTD</u>
Street Patching	Hrs.	28	716	357
Street Crack Sealing	Hrs.	8	8	260
Drainage Maintenance	Hrs.	104	734	1,241
Street Sweeping	Hrs.	37	202	264
Cart Path Paving	Ft.	3,402	12,106	5,381
Cart Path Prepped for Paving	Ft.	3,207	8,959	~~~
Cart Path Litter Removal	Hrs.	130	599	384
Cart Path Drainage Maintenance	Hrs.	270	1,465	638
R.O.W. Mowing	Hrs.	0	504	780
R.O.W. litter Removal	Hrs.	429	2,103	1,407
General Maintenance	Hrs.	280	1,317	1,870
Mowing (Subdivision Entrances)	Hrs.	0	1,433	2,017
Landscape Maintenance	Hrs.	65	446	385
Landscape Planting/Mulching	Hrs.	752	2,596	759
Litter Removal	Hrs.	0	0	14
Subdivision Sign Maintenance	Hrs.	16	133	95
Traffic Sign Maintenance	Hrs.	130	792	979
Vandalism Repairs	Hrs.	3	24	76
Vandalism Repairs	Dls.	117	849	1,238
Citizen Requests Answered	Num.	57	269	476
Community Service	Hrs.	0	0	35
<u>RECYCLING SITE</u>				
Manhours	Hrs.	70	332	301
PARTICIPANTS				
Recycling	Num.	97	996	953
Composting	Num.	526	4,408	7,148
Mulch Pick Up	Num.	47	334	236

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Manager



DATE: March 30, 2006

SUBJECT: APPOINTMENT TO THE DEVELOPMENT AUTHORITY

The Selection Committee composed of Mayor Logsdon, Council Member Boone, and myself interviewed four (4) applicants for the vacancy on the Development Authority.

It is the recommendation of the committee that Mr. Michael Moore be appointed to serve a term from 5/1/06 through 4/30/10.

A copy of the application is attached for your review. Copies of all other applications are available at City Hall for your review.

BJM/gr

Attachments

cc: Development Authority Chairman

**DEVELOPMENT AUTHORITY
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the Development Authority.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Development Authority is comprised of seven members appointed to four-year terms. Meetings are held on the third Monday of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for developing and promoting trade, commerce, industry and employment in Peachtree City.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, March 17, 2006**. The City will contact you within two weeks of the application closing date.

If you have any questions, please contact Gloria Reid at 487-7657.

NAME ____Michael Moore

ADDRESS
102 Edens Edge Peachtree City, GA
30269 _____

TELEPHONE
(Day Time) (770)989-3794

(Evening) (770)487-6899

(Fax #) _____

(Email:) moore8050@bellsouth.net


Signature

3/8/06
Date

How long have you been a resident of Peachtree City?

1 year 6 months

Why are you interested in serving on the Development Authority?

I would like to positively impact Peachtree City while utilizing my entrepreneurial skills to promote and improve the quality of life we have come to expect.

What qualifications and experience do you possess that would benefit the Development Authority?

I was the owner and general manager of Churchill's Food & Spirits in Flint, Michigan from 1987-1990. I currently work as a revenue management analyst at Coca Cola Enterprises and did the same at Delta Air Lines. I have had to make tough business decisions in my professional life and can look at things subjectively to reach a rational decision.

List major jobs you have held during your working career to include name of company and position.

Owner and general manager – Churchill's Food & Spirits, Flint MI

Revenue Management Analyst – Delta Air Lines

Technical Analyst – Delta Air Lines

Revenue Growth Management Solutions Analyst – Coca Cola Enterprises

Do you have any past experience relating to development? If so, describe.

Only as it pertains to the increase of business traffic and revenue.

Have you attended any Development Authority meetings in the past year and, if so, how many?

I have not attended any Authority meetings and unfortunately will not have the chance before the application period ends. I have attended numerous City Council meetings and would like to take an active role in the development and re-development of Peachtree City.

Are you willing to take continuing education classes?

I am currently enrolled at Clayton State taking continuing education.

Would there be any possible conflict of interest between your employment and you serving on the Development Authority?

No

Describe your current community involvement.

I have attended numerous City Council meetings and I am looking for other ways to get involved.

Michael D. Moore
102 Eden Edge
Peachtree City, GA 30269
Home: (770)487-6899
Work: (404)715-4870

Objective

To obtain a challenging position which will build upon acquired knowledge and experience.

Educational Background

University of Michigan
1984-1987

Employment History

Delta Air Lines, Inc – Technical Analyst, Revenue Management Support
03/2005 to Present

Develop, maintain, and optimize reporting to allow for targeted revenue up-sales. Responsible for data accuracy and timely updates to historical tables. Utilize SAS software to monitor and correct inaccuracies. Collaborate with revenue management analysts to coordinate process improvement activities and measure effectiveness. Report on and analyze results to identify best practices.

Delta Air Lines, Inc – Revenue Management Analyst
03/2004 to 03/2005

Manage 20 round trip markets, \$250MM in revenue, including major cities such as Atlanta, Cincinnati, Orlando, and Boston. In less than nine months increased revenue by 6.3 million, in a challenging fare environment, and reduced denied boardings by 5%. Developed forward-looking monitoring tools and measurements for the revenue management team, utilizing SAS software. The tools include a 90-day moving average of passengers booked, similar in style and usage to a stock tracking tool; a load factor tool that identifies, by time band, flights that have potential for sell-up; and a day-of-week tool that identifies sell-up opportunities during non-peak periods. Identified fare structure opportunities and collaborate with pricing to implement positive revenue changes. Communicate regularly with upper-management through market performance reviews, a presentation of market strategies and revenue results. Maintain station management correspondence creating a valuable exchange of market specific information.

Delta Air Lines, Inc – Productivity Analyst, Production Control
12/2000 to 03/2004

Collaborated with Engine & Component Planning and Operational Support & Planning to produce the CY2004 Capacity & Demand forecast for Component Maintenance. Automated reporting utilizing SAS software. Created, implemented, and produced the Daily Sheet, a dashboard to monitor and analyze areas of concern for Component Maintenance through development of MS Excel and Access reporting tools. Prepared and maintained project documentation. Teamed with Delta Technology to develop post SAP deployment reports. Ensured data accuracy related to time and repair parts in component shops.

Delta Air Lines, Inc – Work Center Production Control
02/1997 to 12/2000

Analyzed several reports to allow for responsible parts scheduling to ensure internal and external customers received critical parts in a timely manner. Handled process improvements to direct shipping. Created automated reporting of hangar shortage information, aircraft backorders, component spares, and of increased production requests. Maintained and enhanced the Brake Warranty database in the wheel and brake shop which resulted in \$456,000 warranty recovery. Maintained aircraft/engine component records in three different shops- fuel, hydraulics, and avionics. Maintained time controls on both hard and soft time parts. Ensured serviceable components were correctly processed in accordance with FAR directives.

Delta Air Lines, Inc – DASH, Mail, Cargo, Customer Service Agent
02/1996 to 02/1997

Assured that all cargo moves through the system as efficiently as possible in all three customer service positions.

Cracker Barrel Old Country Store, Manager
09/1992 to 02/1996

Managed fiscal operations and human resource issues. Implemented building developments and improvements. Increased sales as a management team by \$1.8 million year over year, lowered food costs by \$63,000. Organized and implemented new menu rollouts.

Key Experiences

Selected as part of DCI special revenue enhancement team in 2004
Coordinated a Christmas charity drive for the Rainbow House in 2003 & 2004
Automated and produced the Capacity and Demand forecast for Component Maintenance in 2003
Enhanced and corrected Technical Operations Policies and Procedures documents for Component Maintenance
Implemented process improvements in Shop 360, hydraulic aircraft components, eliminating lost parts issues in 2000

Key Training

SAS software training in 2001 at the SAS Institute in Atlanta, GA
Courses taken: Programming I, Programming II, Programming III, Macro Language, Report Writing, Optimizing SAS Programs, Graphics I, SQL Processing with the SAS system

Additional Skills and Information

Continuing education:
Advanced Access 97, Visual Basic for Applications using Access 7.0, Project Management, Brio, Crystal Reports, Six Sigma-Black Belt Methodologies

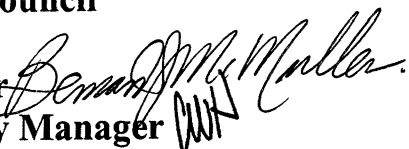
Computer Experience:
SAS, Microsoft Office applications, Word, Excel, Access, Power Point, DBMS, MIRS, TOSC, DL Term, Visio, Brio, Crystal, Teradata

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA:

City Manager 

Assistant City Manager 

FROM: City Clerk 

DATE: March 28, 2006

SUBJECT: Alcohol License – Change in Ownership, Licensee, and License Representative – Buckner Petroleum/Greenway Store #646
April 6, 2006, Regular Meeting

Recommendation:

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

Discussion:

Geo. H. Green Oil, Inc./Greenway Store #646, a convenience store located at 2597 Highway 54 West, has submitted a request for a change in the alcohol license. Geo. H. Green Oil, Inc., is purchasing the business from Buckner Petroleum, Inc. Mr. John Bushaw has requested he be appointed as the Licensee and License Representative. Mr. Bushaw will attend the meeting on Thursday, April 6th, to answer any questions you may have.

Budgetary Impact:

The change will have no impact on the budget.

JSM:pd

Attachments

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police for the City of Peachtree City, do hereby certify that:

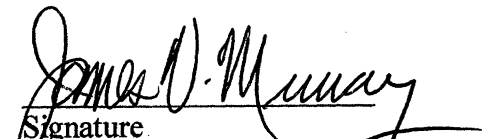
John Thomas Bushaw

Name

410 Hunters Glen Fayetteville, GA 30215

Address

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


Signature
March 15, 2006
Date

Robert M. Duker, Mayor
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

FROM: City Manager

DATE: March 13, 2006

SUBJECT: Limited Warranty Deed – Regents Park Extension on Georgian Park at
Kedron Village Shopping Center
April 6, 2006 City Council Agenda

Recommendation:

Staff recommends that Council accept the Limited Warranty Deed from Peachtree City Holdings, L.L.C. to the City for the Regents Park extension on Georgian Park at Kedron Village Shopping Center.

Discussion:

As a condition of the settlement of the Kedron Village Shopping Center lawsuit, the parties agreed to deed this property to the City. The City Attorney has reviewed the deed.

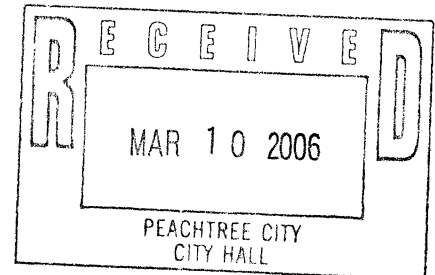
Budget Impact:

This item has no budget impact.

PATHWAY
COMMUNITIES
THE DEVELOPERS OF PEACHTREE CITY

March 8, 2006

Mr. Bernard McMullen
City Manager
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269



Dear Bernie:

Enclosed is the Limited Warranty Deed from Peachtree City Holdings, L.L.C. to the City of Peachtree City for the stub road on Georgian Park at Kedron Village Shopping Center (Regents Park extension). As a condition of the settlement of the KVSC lawsuit, the parties agreed to deed this property to the city. The deed has been reviewed and accepted by Ted Meeker. We ask that you take this to city council for their acceptance.

Thank you and please call if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Pat Heaberg".

Pat Heaberg
Vice President
Pathway Communities

PH/ra
Encl.

After Recording, Return To:

STATE OF GEORGIA

COUNTY OF FAYETTE

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this the 8th day of MARCH, 2006 between PEACHTREE CITY HOLDINGS, L.L.C., a Georgia limited liability company, as party of the first part, hereinafter called "Grantor", and the CITY OF PEACHTREE CITY, as party of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, its successors and assigns, subject to the reservations and restrictions hereinafter stated, unto the following described property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot(s) 134 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

[See Exhibit "A" attached hereto and incorporated herein]

By this conveyance, Grantee agrees to accept the described property upon the following terms and conditions:

- a. Grantee shall allow one side yard curb cut from Outlot #10 on to said public drive. [See Exhibit "B" attached hereto]

This conveyance and the limited warranty of title herein are expressly made subject to the following:

- (i) Current city, state and county ad valorem property and sanitary taxes not yet due and payable;
- (ii) All zoning ordinances and governmental restrictions affecting the above described property;
- (iii) General utility, sewage, drainage and access easements and pedestrian or cart paths now affecting the Property;
- (iv) Those matters that would be revealed by a survey, or physical inspection, of the Property if such survey or inspection were made.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor, for itself, its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said Grantee, its successors and assigns only, against the claims of all persons claiming under, by or through Grantor and no other.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed by and through its duly authorized officer on this the day and year first above written.

Signed, sealed and delivered in our presence this 8th day of March, 2006

PEACHTREE CITY HOLDINGS, L.L.C.

G. Patrick Herz
Unofficial Witness

By: Efeth Nish
Title: CFO

Ruth Arthur
Notary Public



PEACHTREE CITY TRACT

All that tract or parcel of land lying and being in Land Lot 134 of the 7th District, Peachtree City, Fayette County, Georgia, and being more particularly described as follows:

Commencing at a point located at the intersection of the Northerly right-of-way line of Georgian Park (having a 130-foot right-of-way) and the Easterly right-of-way of Newgate Road (having a 60-foot right-of-way); Thence along the Northerly right-of-way line of Georgian Park, South 54 degrees 44 minutes 45 seconds East, a distance of 108.08 feet to a point; Thence along a curve to the left, an arc length of 245.58 feet, said curve having a radius of 650.00 feet with a chord distance of 244.12 feet, at South 65 degrees 33 minutes 56 seconds East to a 5/8" rebar set; Thence along a curve to the left, an arc length of 101.12 feet, said curve having a radius of 650.00 feet with a chord distance of 101.01 feet, at South 80 degrees 50 minutes 58 seconds East to a 5/8" rebar set; Thence leaving said right-of-way, North 07 degrees 02 minutes 18 seconds West, a distance of 213.22 feet to a 5/8" rebar set; Thence North 74 degrees 45 minutes 15 seconds East, a distance of 173.39 feet to a 1 1/2" rebar found; Thence North 74 degrees 45 minutes 15 seconds East, a distance of 807.61 feet to a point; Thence North 74 degrees 45 minutes 15 seconds East, a distance of 41.18 feet to a 5/8" rebar set; Thence South 33 degrees 14 minutes 45 seconds East, a distance of 63.13 feet to a point, said point being the **TRUE POINT OF BEGINNING**; Thence North 45 degrees 01 minutes 09 seconds East, a distance of 132.78 feet to a point; Thence South 33 degrees 14 minutes 45 seconds East, a distance of 199.92 feet to a 1 1/2" rebar found on the Northerly right-of-way line of Georgian Park (having a 130-foot right-of-way); Thence along said right-of-way, along a curve to the right, an arc length of 130.12 feet, said curve having a radius of 885.00 feet with a chord distance of 130.00 feet, at South 56 degrees 45 minutes 15 seconds West to a 5/8" rebar set; Thence leaving said right-of-way, North 33 degrees 14 minutes 45 seconds West, a distance of 172.92 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract of land contains 0.561 Acres.

N/F PROPERTY OF
PEACHTREE CITY HOLDINGS, L.L.C.
DB.960 PG.451
ZONED GC
VACANT
1.361 Acres
59,279 sf
NOT INCLUDED

PEACHTREE CITY TRACT
0.561 cres
24,442 sf

Outlot #10 sold to Georgian Park Real Estate Group LLC

1 STORY BRICK
W/ BASEMENT
DOCTORS OFFICE

Outlot #9

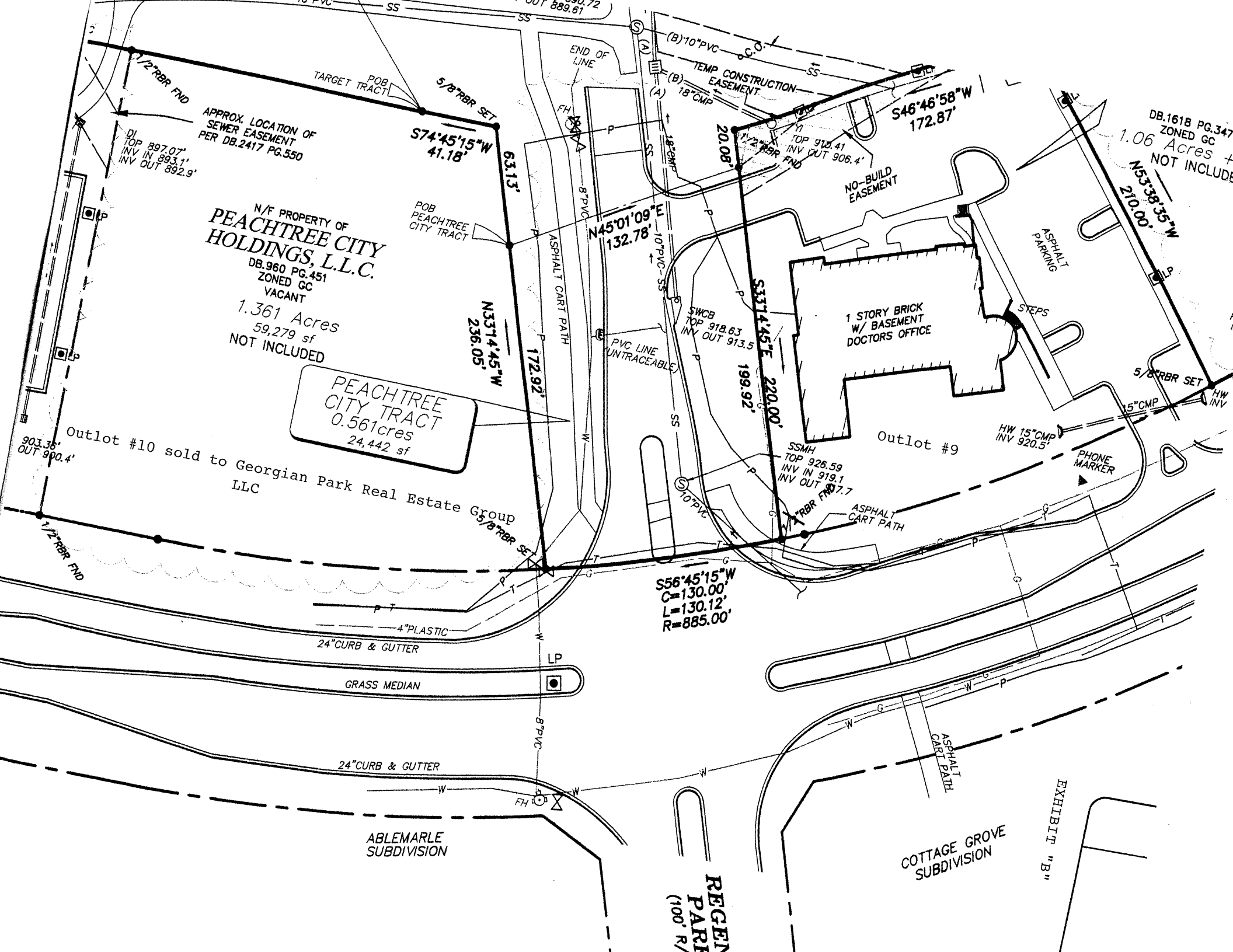
DB.1618 PG.347
ZONED GC
1.06 Acres +
NOT INCLUDE

S56°45'15"W
C=130.00'
L=130.12'
R=885.00'

COTTAGE GROVE
SUBDIVISION

REGEN
PARI
(100' R/

EXHIBIT "B"



CITY OF PEACHTREE CITY

INTER-OFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: City Manager, ATTN: Mr. Bernie McMullen 
Assistant City Manager, ATTN: Mr. Colin Halterman
Director of Finance, ATTN: Paul Salvatore P.S.
Assistant Director of Finance, ATTN: Janet Camburn
Purchasing Agent, ATTN: Angela Egan 

FROM:  Stony Lohr
Fire Chief

DATE: March 23, 2006

SUBJECT: Fire Department Ambulance Remount Bids
(Council Agenda April 6, 2006)

1. RECOMMENDATION. Staff recommends that Council approve the bid for remounting of an ambulance to Peach State Ambulance, 130 Peach State Court, Tyrone, Georgia 30290 at a cost of \$ 66,031.00.

2. DISCUSSION.

a. Request for bids was published on February 14, 2006 and opened on March 9, 2006 by Angela Egan and Charlotte Burns. Two bids were received; the only responsive bid was:

Peach State Ambulance	\$ 63,996.00
130 Peach State Court	
Tyrone, Georgia 30290	

b. The Fire Department ambulance committee and Fleet Manager have reviewed the specifications and bids and provided the following information:

(1) Peach State Ambulance met the criteria specified by the Department. The second bidder was not a certified re-mounter for Road Rescue Ambulances and would not be able to honor or maintain the lifetime warranty on the remount of the ambulance. Peach State is a certified re-mounter for Road rescue and will be able to honor and maintain the lifetime warranty.

(2) Peach State identified a mistake in the lighting package specification, and provided the correction at an optional cost of \$735.00. They also have an in-house paint shop capable of performing a higher quality wet sand and buff paint operation at an optional cost of \$1,300.00.

3. BUDGET IMPACT. None. This vehicle/work is currently included in the Department's FY2006 budget at \$70,000.00.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA:

City Manager 
Assistant City Manager 

FROM: City Clerk 

DATE: March 30, 2006

SUBJECT: Alcohol License – Change in Ownership, Name, Licensee, and
License Representative – Martini's/The Red Room
April 6, 2006, Regular Meeting

Recommendation:

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

Discussion:

Martini's, a restaurant/bar located at 273 Commerce Drive, has submitted a request for a change in the alcohol license. The Red Room, LLC, (Partners-James R. Gagarin and Michael Stooksbury) is purchasing the business from Martini's, Inc. Mr. Michael Stooksbury has requested he be appointed as the Licensee and License Representative. Mr. Stooksbury will attend the meeting on Thursday, April 6th, to answer any questions you may have.

Budgetary Impact:

The change will have no impact on the budget.

JSM:pd

Attachments

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police for the City of Peachtree City, do hereby certify that:

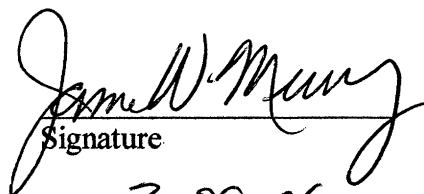
Michael Stooksbury

Name

330 Revolution Drive Peachtree City, GA 30269

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

3-29-06
Date

Major R. M. Decker
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Finance Director 
Assistant Finance Director 
Purchasing Agent 

FROM: System Administrator 

DATE: March 30, 2006

SUBJECT: Request to Purchase from State Contract – Microsoft Licensing
Consent Agenda Item, April 6, 2006 Council

Recommendation:

Information Technology would like to utilize the state contract (GTA contract GTA 000008) to purchase Microsoft Office 2003 Professional, available through the Microsoft Select Agreement, without competitive bids.

Discussion:

The Information Technology department has researched pricing for Microsoft products through various retail channels. During this research, staff determined that the Georgia Technology Authority has a state contract for Microsoft licensing that the City is eligible to purchase from. Further analysis of pricing from the City's normal vendors (including CDW-G, Insight, Florida Micro and Southern Computer Warehouse) shows that the state contract pricing is lower than what the City could generally expect to receive from the bid process.

As a means to expedite ordering, the department requests that the City utilize the state contract GTA 000008 and the vendor Software Spectrum to process the ordering of projected Microsoft licensing not normally included with hardware purchases. The state contract with Software Spectrum expires on June 30, 2006.

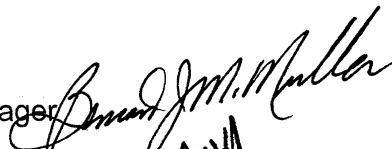
Budget Impact:

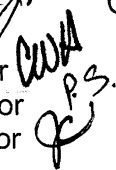
As indicated in the FY2006 budget, 228 copies of Microsoft Office 2003 are to be purchased for the computers in City departments. The total budgeted amount for this expense is \$71,820, or \$315 per unit. The price quote from Software Spectrum is \$308.70 per unit, plus a single expense of \$23 for media. The total estimated cost for purchasing from state contract is \$70,406.60, or \$1,413.40 less than the budgeted amount.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager 

FROM: Colin W. Halterman, Assistant City Manager 
Paul J. Salvatore, Financial Services Director
Janet I. Camburn, Assistant Finance Director

DATE: March 29, 2006

SUBJECT: Annual Audit and Comprehensive Annual Financial Report for the
Fiscal Year Ended September 30, 2005

April 6, 2006 City Council Agenda

The Comprehensive Annual Financial Report (CAFR) for the **Fiscal Year Ended September 30, 2005** has been placed in your City Hall mailbox. The City's auditing firm, Mauldin & Jenkins, LLC, has issued an unqualified report (clean opinion) on these financial statements.

Representatives from Mauldin & Jenkins will be present at the April 6, 2006, Council Meeting to discuss their findings during the audit process and answer any questions that you may have regarding the fiscal year 2005 audit and/or financial statements.

As required, the CAFR has been submitted to the State of Georgia Department of Audits for review and to Disclosure USA for continuing bond disclosure. 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 will be placed on the City's web site shortly and a copy will be available at the Library and in the lobby of City Hall.

If you have any questions regarding the CAFR, please do not hesitate to contact either Paul or Janet.

Attachment

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: City Manager *Bonnie M. McCall*
Financial Services Director
Assistant Finance Director
Developmental Services Director *W*

FROM: City Engineer *David B*

DATE: March 30, 2006

SUBJECT: Realignment of Huddleston/Dividend Intersection
April 6, 2006 City Council Agenda

Recommendation:

Staff recommends notifying the Atlanta Regional Commission that we will not be utilizing the T.I.P. funds (Q23) that have been approved for this project.

Discussion:

The City of Peachtree City has a design for the realignment of the currently offset Dividend Drive and Huddleston Road intersection. The realignment consists of an "S" curve design.

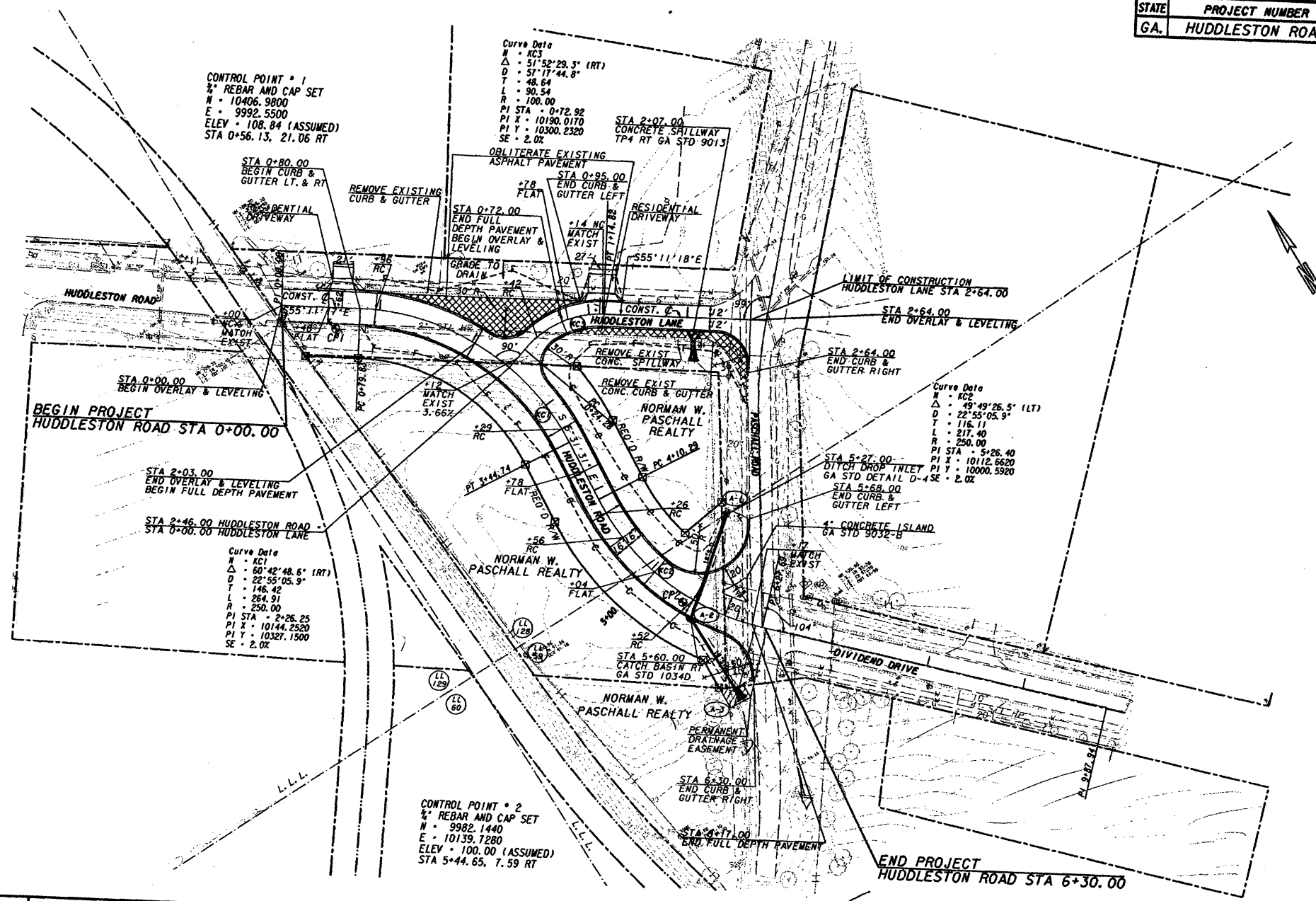
The cost breakdown of the project is as follows:

Item	Cost	Comment
R/W	\$153,000	Not eligible cost for reimbursement
Additional Design w/T.I.P. Funds	\$39,947	Not eligible cost for reimbursement
Construction	\$166,000	
Utility Conflicts	\$0	Unknown

Total Cost	\$358,947
Reimbursement Max	\$132,800 based on construction costs
City Cost	\$226,147

The realignment of this intersection would require the City to acquire additional right-of-way. Additionally, there are conflicts with existing utilities. Georgia Power would have to relocate power poles and transformers and there is a potential conflict with a sanitary sewer force main.

STATE	PROJECT NUMBER
GA.	HUDDLESTON ROAD



100 150FT

HUDDLESTON ROAD



DATE	REVISIONS	DATE	REVISIONS

CITY OF PEACHTREE CI



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Benard J. M. Mulla*
Financial Services Director *P.S.*
Developmental Services Director *AWH*

FROM: City Planner *David*

DATE: March 28, 2006

SUBJECT: Approval of Project Management Agreement for Q23-funded projects
April 6, 2006 City Council agenda

Recommendation:

Staff recommends that Council authorize the Mayor to sign the Project Management Agreement (Attachment "A") and forward this document to GDOT and request Q23 funding assistance with the following projects:

Peachtree Parkway/ Crosstown Drive intersection improvements
Peachtree Parkway/ Walt Banks Road intersection improvements
South 74 multi-use path

Further, Staff recommends that Council authorize the Mayor to notify GDOT that we will **not** be using Q23 funding assistance for the following project:

Huddleston Road/ Dividend Drive intersection improvements

Discussion:

On February 5, 2004, City Staff submitted several projects to the Atlanta Regional Commission (ARC) for funding consideration within the FY 2005-2010 Transportation Improvement Program (TIP) utilizing Surface Transportation Program (STP) funds. These funds are more commonly referred to as "Q23" funds and are not allocated directly to GDOT for programming. As a Metropolitan Planning Organization (MPO) with a population over 200,000, ARC is entitled to program these funds to implement a variety of highway, transit, bicycle, pedestrian, transportation demand management and air quality projects, studies and programs.

Approval of Project Management Agreement for Q23-funded projects

March 28, 2006

Page 2

Staff submitted the following projects for funding consideration:

- *Huddleston Road/ Dividend Drive intersection improvements*
- *Dividend Drive/ TDK Boulevard intersection improvements*
- *Crosstown Drive/ Peachtree Parkway intersection improvements*
- *Peachtree Parkway/ Walt Banks Road intersection improvements*
- *GA 74 South multi-use path (Cooper Circle to GA 74 South Baseball and Soccer complex)*
- *Flat Creek multi-use path (Flat Creek multi-use bridge to GA 74/ Flat Creek bridge crossing)*

ARC selected the following projects to receive funding assistance within the FY 2005-2010 TIP utilizing Q23 funding assistance, with funding for each project programmed for FY 2008:

FA-118	Huddleston Road/ Dividend Drive intersection improvements (\$224,000 Federal + \$56,000 local = \$280,000 total project cost)
FA-237	Peachtree Parkway/ Crosstown Drive intersection improvements (\$216,000 Federal + \$144,000 local = \$360,000 total project cost)
FA-255	Peachtree Parkway/ Walt Banks Road intersection improvements (\$228,000 Federal + \$57,000 local = \$285,000 total project cost)
FA-AR-BP024	GA 74 South multi-use path - Cooper Circle to South 74 BSC (\$200,000 Federal + \$50,000 local = \$250,000 total project cost)

Based on our initial layout of the proposed intersection improvements, it appears the city currently owns all of the right-of-way necessary to accommodate the Peachtree Parkway/ Crosstown Drive. The Peachtree Parkway/ Walt Banks Road intersection improvements will require right-of-way acquisition, depending on which option for construction is selected. Additionally, the South 74 multi-use path project will be located within an existing water line easement adjacent to the SR 74 South right-of-way, and Staff has already begun discussions with the Fayette County Water Department about utilizing this easement for the path location.

However, the planned improvements to the Huddleston Road/ Dividend Drive intersection will require extensive right-of-way purchase, utility relocations and other costs that were not initially included within the preliminary budget for this project. The City Engineer has also analyzed this intersection and there does not appear to be an immediate need for extensive improvements to this intersection as initially proposed. Staff is proposing to not proceed with Q23 funding for this intersection and, instead, utilize local funds to improve the turning movements at this intersection within the existing right-of-way.

It must be noted that because the Q23 program is funded with Federal dollars, there are a number of steps the City must undertake before these projects can actually be constructed. Once the

Approval of Project Management Agreement for Q23-funded projects

March 28, 2006

Page 3

Project Management Agreement is submitted to and approved by GDOT, the City is issued a Notice to Proceed with Preliminary Engineering and then must submit a Concept Report, Section 106 and Categorical Exclusion documentation before right-of-way and construction plans can be prepared. Once these documents are submitted to and approved by GDOT, the City is issued a Notice to Proceed with Construction. Based on previous experience with similar projects and information provided by ARC at various meetings, it should be expected to take approximately two years from the time the Notice to Proceed is issued until the project is ready for bid.

Budget impact:

The local share for each of these projects has either been budgeted or is proposed within the Public Improvement Program or the SPLOST.

- The 2004 PIP includes a total of \$133,493 for right-of-way acquisition, and the 2005 PIP includes \$280,000 for construction for the Huddleston Road/ Dividend Drive intersection improvement project;
- The draft 2007 PIP includes a total of \$360,000 for the Peachtree Parkway/ Crosstown Drive intersection improvements;
- The 2006 SPLOST includes \$181,400 for the Peachtree Parkway/ Walt Banks Road intersection improvements. Additionally, the developer of Lexington Circle is required to contribute a total of \$102,000 for a total project cost of \$283,400; and
- The draft 2007 PIP includes a total of \$250,000 for the South 74 multi-use path project.

Attachment

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
City of Peachtree City
FOR

TRANSPORTATION FACILITY IMPROVEMENTS
Project CSSTP-0006-00 (813) (814) (815) & (816), Fayette
County PIDs 0006813, 0006814, 0006815 & 0006816

This AGREEMENT is made and entered into this ____ day of _____, 2005, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the City of Peachtree City acting by and through its Mayor and Council, hereinafter called the "SPONSOR".

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to construct an intersection improvements in Peachtree City described in **Exhibit A**, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this AGREEMENT.

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

1. The SPONSOR shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities as per Exhibit "A", utility relocations, right of way acquisitions as per a future Right of Way Agreement and construction as per a future Construction Agreement. Expenditures incurred by the SPONSOR and eligible for reimbursement by the DEPARTMENT shall not be considered reimbursable to the SPONSOR until execution of this agreement and written notice to proceed for each phase.

2. It is understood and agreed by the DEPARTMENT and the SPONSOR that the funding portion as identified in Exhibit "A" of this agreement only applies to the Preconstruction Engineering Activities. Additional agreements will be required to be executed by the DEPARTMENT and the SPONSOR for the funding portion of subsequent phases.

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

4. The SPONSOR shall Certify that they have read and understands the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" as stated in attachment A of this Agreement and will comply in full with said provisions.

5. When applicable engineering invoicing can only be submitted following submittal and acceptance of project milestones. Project milestones are defined as approval of the Concept Report, Completion and verification of the Database Preparation, approval of the Environmental Document, submittal of Preliminary Plans for PFPR, approval of Right of Way plans, and submittal of Final Plans for letting.

6. The SPONSOR shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, the DEPARTMENT's Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The SPONSOR's responsibility for design shall include, but is not limited to the following items:

a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the SPONSOR as provided for in paragraph 7b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the SPONSOR

beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be modified by the SPONSOR as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

b. Develop the PROJECT's base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.

c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.

d. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required as well as any environmental reevaluations required. The SPONSOR shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.

f. Perform all surveys, mapping, soil investigation studies and pavement evaluations needed for design of the PROJECT.

g. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

h. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

i. Prepare traffic studies, preliminary construction plans including a cost estimate for the Preliminary Field Plan Review, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including a cost estimate for the Final Field Plan Review, erosion control plans, lighting plans, traffic handling plans, and construction sequence plans and specifications including special provisions for the PROJECT.

j. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

k. Failure of the SPONSOR to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined in this AGREEMENT, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

7. All Primary Consultant firms hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the SPONSOR with a list of prequalified consultant firms in the appropriate area-classes.

8. The PROJECT construction and right of way plans shall be prepared in English units.

9. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the Department's guidelines on electronic file management.

10. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the SPONSOR of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the SPONSOR.

11. The SPONSOR shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this

PROJECT in accordance with the DEPARTMENT's policies and guidelines. The SPONSOR shall perform all necessary survey efforts in order to complete the design of the bridge(s) and prepare any required hydraulic and hydrological studies. The final bridge plans shall be incorporated into this PROJECT as a part of this AGREEMENT.

12. The SPONSOR shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

13. The SPONSOR shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

14. Upon the SPONSOR's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT and in accordance with the Contract for the Acquisition of Right of Way to be prepared by the DEPARTMENT and executed between the SPONSOR and the DEPARTMENT prior to the commencement of any right of way activities. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including

underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

15. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the SPONSOR, the PROJECT shall be let for construction. The SPONSOR, unless shown otherwise on EXHIBIT A, shall be solely responsible for securing and awarding the construction contract for the PROJECT.

16. The SPONSOR shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.

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

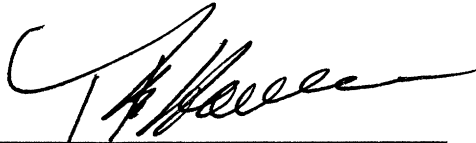
18. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors or deficiencies within 30 days shall cause the SPONSOR to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law, that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT.

19. Both the SPONSOR and the DEPARTMENT hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved Transportation Improvement Program/State Transportation Improvement Program (TIP/STIP) or earlier. Furthermore, all parties shall adhere to the detailed project schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the SPONSOR does not produce acceptable deliverables at the milestone dates defined in the current TIP/STIP, or in the approved schedule, the DEPARTMENT reserves the right to delay the project's implementation until funds can be re-identified for construction or right of way, as applicable.

20. This AGREEMENT is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the SPONSOR have caused these presents to be executed under seal by their duly authorized representatives.

RECOMMENDED:



District Engineer – Thomaston

Deputy Commissioner

Chief Engineer

DEPARTMENT OF TRANSPORTATION

BY: _____
Commissioner

ATTEST:

Treasurer

REVIEWED AS TO LEGAL FORM:

Office of Legal Services

SPONSOR City of Peachtree City

BY: _____
Name
Title

Signed, sealed and delivered this _____
day of _____, 2005, in the
presence of:

Witness

Notary Public

This Agreement approved on the
_____ day of _____, 2005.

City/County Clerk (as appropriate)

FEIN: _____

EXHIBIT "A"
CSSTP-0006-00 (813) (814) (815) & (816) – Fayette County

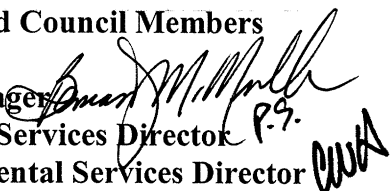
Project	Description	Project Type	Authorized CST Amount	Maximum Allowable Reimbursable to SPONSOR by GDOT for CST* (80% of the Authorized Amount)	Responsible Parties (Subject to change pending future agreements)		
					R/W Acquisition	Utilities Relocation	Construction Letting
STP-0006-00 (813) P.I. # 0006813	Huddleston Drive @ Dividend Drive Intersection Improvements	Q23	\$ 280,000	\$ 224,000	Peachtree City	Peachtree City	Peachtree City
STP-0006-00 (814) P.I. # 0006814	Peachtree Parkway @ Crosstown Drive Intersection Improvements	Q23	\$ 270,000	\$ 216,000	Peachtree City	Peachtree City	Peachtree City
STP-0006-00 (815) P.I. # 0006815	Walt Banks Road @ Peachtree Parkway Intersection	Q23	\$ 285,000	\$ 228,000	Peachtree City	Peachtree City	Peachtree City
STP-0006-00 (816) P.I. #0006816	Peachtree City Multi-Use Trail	Q23	\$ 250,000	\$ 200,000	Peachtree City	Peachtree City	Peachtree City

* NOTE: LOCALS WILL ONLY BE REIMBURSED 80% OF THE INVOICED AMOUNT UP TO BUT NOT TO EXCEED THE MAXIMUM ALLOWABLE GDOT REIMBURSIBLE AMOUNT.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director P.S.
Developmental Services Director CWA

FROM: City Planner

DATE: March 28, 2006

SUBJECT: Approval of Supplemental Agreement for Flat Creek multi-use bridge
April 6, 2006 City Council agenda

Recommendation:

Staff recommends that Council authorize the Mayor to sign the Supplemental Agreement for the Flat Creek multi-use bridge.

Discussion:

The city applied for and received funding through the Transportation Enhancement Act of the 21st Century (TEA-21) grant program to assist with the installation of the Flat Creek multi-use bridge and associated abutments. The original contract for this project was entered into on September 28, 2001, and there have been four Supplemental Agreements approved to extend the completion date of the project. The attached Supplemental Agreement will extend the project completion date to December 31, 2006.

It should be noted the multi-use bridge and associated abutments are complete and Staff is finalizing payment requests from the contractor and preparing the Monthly Status Report, the Monthly Invoice for Federal Reimbursement, the Certificate of Final Acceptance, and the Final Invoice for Federal Reimbursement, all of which will be submitted to GDOT. The extension of the project completion date will allow us to ensure all documents are submitted to and approved by GDOT.

Budget impact:

The city was awarded \$48,000 in Federal funding to assist with the construction of this project. Once the documents are approved by GDOT, these funds will be returned to the city.

Attachment



Thomas D. Moreland, PE
President

Alva R. Byrom, PE
Executive V.P. Engineering

Vickie E. Moreland
V.P. Finance

George M. Byrd, PE
V.P. Municipal Services

February 7, 2006

Mr. David E. Rast, ASLA
City Planner
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

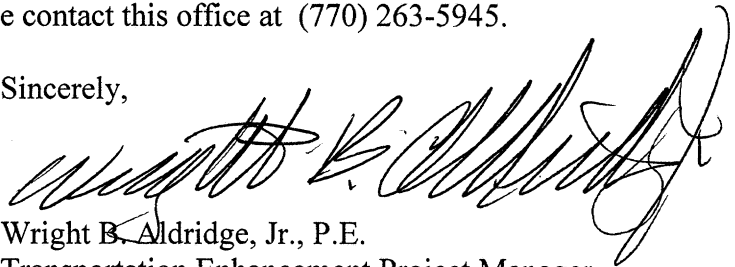
Subject: Transportation Enhancement Project STP-0000-00 (096), P.I. No. 0000096
Multi-Use Bridge over Flat Creek, Fayette County

Dear Mr. Rast:

Attached are three copies of the Supplemental Agreement #5 for the above referenced project. Please execute all three copies and return them to this office for further handling. This Supplemental Agreement revises the Completion Date to December 31, 2006 for this project.

Should you have any questions, please contact this office at (770) 263-5945.

Sincerely,



Wright B. Aldridge, Jr., P.E.
Transportation Enhancement Project Manager

WBA:oh
Attachment

cc: David Coleman, Area Engineer

RECEIVED FEB 9 2006



SUPPLEMENTAL AGREEMENT NO. 5

between

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

and the

CITY OF PEACHTREE CITY

PROJECT ACCOUNT NUMBER: STP-0000-00 (096)

FAYETTE COUNTY

P.I. #0000096

FEDERAL-AID PARTICIPATING PROJECT

SUPPLEMENTAL AGREEMENT NO. 5

This Agreement is made and entered into this _____ day of _____, 2006, by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and the **City of Peachtree City**, hereinafter sometime referred to as the "SPONSOR".

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on **September 28, 2001**, entered into an Agreement, hereinafter called the Original Contract, for the purpose of **Construction of Multi-Use Bridge over Flat Creek in the City of Peachtree City**, hereinafter referred to as the "PROJECT"; and

WHEREAS, the parties wish to amend said Agreement to extend the time for the performance of work on the PROJECT.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated **September 28, 2001**, is hereby modified as follows:

By deleting Article II, TIME OF PERFORMANCE in its entirety and the following substituted in lieu thereof:

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibility for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT and shall complete the PROJECT no later than **December 31, 2006**.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

Except as modified, changed, or amended, all terms and conditions of the Original Contract dated **September 28, 2001, Supplemental Agreement No. 1, dated December 16, 2002, Supplemental Agreement No. 2, dated May 9, 2003, Supplemental Agreement No. 3, dated December 9, 2003, and Supplemental Agreement No. 4, dated April 26, 2005**, shall remain in full force and effect.

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

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

RECOMMENDED:

CITY OF PEACHTREE CITY

State Transportation Planning Administrator

BY: _____ (SEAL)

**Name
Title**

Director Transportation Planning, Data,
& Intermodal Development Division

Signed, sealed and delivered
this ____ day of _____, 2006,
in the presence of:

Chief Engineer

NOTARY PUBLIC

DEPARTMENT OF TRANSPORTATION

BY: _____
Commissioner

ATTEST:

ATTEST:

CITY/COUNTY CLERK (or as appropriate)

Treasurer

FEIN: 58-1079955

REVIEWED AS TO LEGAL FORM:

Office of Legal Services

CITY OF PEACHTREE CITY

INTER-OFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: City Manager, ATTN: Mr. Bernie McMullen
Assistant City Manager, ATTN: Mr. Colin Halterman

FROM: Stony Lohr
Fire Chief

DATE: March 31, 2006

SUBJECT: Mosquito Control Plan

Current Peachtree City mosquito control actions include public education and limited mosquito control via draining of standing water where possible and selected application of larvicide.

The principal reason for mosquito control is prevention of selected diseases. The apparent most potential mosquito borne disease for Peachtree City is West Nile Virus. We know that the disease is in the area because a man died from WNV in Fayette County in 2003, and a crow in Peachtree City also tested positive for WNV in 2003.

Collection and testing of birds was previously done by the Public Health system/lab to identify the presence of WNV in an area. It is no longer being done in Fayette County because they know the disease is present. It will likely not be done again unless cases of human WNV recur in our area.

The great majority of mosquitoes are "home grown" in standing water that collects in flower pots, toys, wheel barrows, wading pools, gutter and drain systems, pet feeding dishes, bird bathes etc. around homes. Draining of stagnant water and treating of water that cannot be drained with larvicide is the most effective and cost effective means of minimizing mosquitoes. Larviciding of standing water on private property can be done with Mosquito Dunks (biologic larvicide) available at local hardware stores and home improvement stores. Spraying is the most costly, and the least effective means, and is typically only used as a last resort when incidences of human disease are prevalent.

The City treats public areas around recognized more vulnerable target populations. For example, this year we have already treated areas around the All Children's Playground and the Field of Dreams, and around Southland Nursing Home and Ashley Glen Assisted Living. We treated the area around Lakeside Drive based on citizen concerns from prior experience, but have received no complaints of actual mosquito nuisance activity this year.

We have selected Altosid Extended Release as our larvicide. This is an EPA approved chemical larvicide that provides protection for about 150 days versus 30 days for a standard chemical or biologic larvicide. The longer coverage time greatly reduces the staffing time required to apply and reapply larvicide.

If expanded mosquito control services become desired or needed, the associated costs will increase significantly. The cost estimates for various mosquito plans obtained from Clarke Mosquito Control Company varied from \$70,000.00 to \$139,000.00. Staff estimates varied from \$56,000.00 to \$76,000.00. Updated information has been requested but has not yet been received.

The attached spreadsheet demonstrates the cost for possible improved mosquito control plans for Peachtree City. The essential elements of an effective program are public education, surveillance, mosquito control, and containment strategies.

Plan A (\$139,047.00) and Plan B (\$69,691.00) are initial estimates from Clarke Mosquito Control Company. Plan C (\$55,841.00) is my initial estimate based on Clarke's per unit cost factors. The cost of the Fulton County program is approximately \$600,000.00. Based on an area comparison, Peachtree City cost for the same services would be about \$76,923.00.

\$36,021.00 (of the Plan C \$55,841.00) is for aerial surveillance and mosquito trapping/surveillance. These are needed to quantify and qualify the location, extent and type of mosquitoes present. This identifies existing and potential problem areas and identifies the types of mosquitoes to enable selection of control programs. The remainder is for increased larviciding.

We have previously done some limited in-house trapping to help identify species, but not enough to quantify. Dr. Jesse Hobbs, CDC Medical Entomologist, now deceased, was assisting us. Georgia has about 60 species of mosquito, of which about 10-12 are nuisances to man. Probably 5-6 species are found locally, with the predominant ones appearing to be Culex Pipiens and the Asian Tiger (Aedes albopictus). Most mosquitoes have a flying range of only 300 feet or so from where they hatch, but some can travel up to three miles. A key differential between Culex and Asian Tiger is that Culex bites during dusk, and Asian Tiger bites during the day.

The number of catch basins in Peachtree City is currently estimated at about 1,600.

1 Encl-2003 Cost Spreadsheet

Peachtree City Mosquito Control Alternatives-2003

	Service	Price Per Unit	Unit of Measurement	Plan A Quantity	Plan A Cost	Plan B Quantity	Plan B Cost	Plan C Quantity	Plan C Cost	Other Quantity	Other Cost
	Aerial Survey	\$525.00	Square mile	25	\$13,125.00	0	\$0.00	25	\$13,125.00		
Note 1	ABC Light Trapping	\$318.00	trap night	108	\$34,344.00	54	\$17,172.00	54	\$17,172.00		
Note 2	Gravid Trapping	\$318.00	trap night	36	\$11,448.00	18	\$5,724.00	18	\$5,724.00		
Note 3	Dead Bird Pickup	\$159.00	bird visits	100	\$15,900.00	50	\$7,950.00	0	\$0.00		
Note 4	Backpack Larvicide	\$159.00	acre	150	\$23,850.00	75	\$11,925.00	40	\$6,360.00		
Note 5	Catch Basin Larvicide	\$13.46	catch basin	3000	\$40,380.00	2,000	\$26,920.00	1000	\$13,460.00		
Note 6	Backpack barrier	\$400.68	mile	0	\$0.00	\$0.00	\$0.00	0	\$0.00		
Note 7	Truck ULV Application	\$79.50	mile	0	\$0.00	\$0.00	\$0.00	0	\$0.00		
			Total		\$139,047.00		\$69,691.00		\$55,841.00		

Note 1: Six light traps (Plan A) or three light traps (Plan B) one night per week from June 1st through Sept 30th (18 nights). PTC has 4 light traps

Note 2: Two gravid traps (Plan A) or 1 gravid trap (Plan B) one night per week from June 1st through Sept 30th. PTC has two gravid traps.

Note 3: Fire Chief and Robert Kurbes have been responding to dead bird reports. Three specimens submitted to lab in 2002. Many more were checked.

Note 4: Targeted backpack spraying using Vectolex or Altosid XRG

Note 5: Application of Altosid XR (as is currently being used). One briquet per basin. 220 briquets per case.

Note 6: Application of 0.5% permethrin that kills mosquitoes for 1 week and keeps them away for another week.

Note 7: Ultra Light Volume truck spray with Anvil 10 + 10 insecticide at 3.8 fluid oz per mile at 12 mph. Minimum of 5 miles for special events.

Note 8: Prices are guaranteed. Clarke receives listed payment for performing up to and including the specified quantity.

They get additional payment per unit of measurement for quantities that exceed the specified quantity.

Note 9: Clarke will treat but does not remove or clean up debris piles and old tires.

Note 10: Clarke would receive 25% payment on June 1, July 1, August 1 and Sept 1.

Note 11: Multi-year contracts would cost less.

Note 12: A mosquito Hotline is not feasible for contracts less than about \$600,000.00

Note 13: Plans A and B are Clarke initial estimates. Plan C is an alternative plan by Chief Lohr