City Council of Peachtree City
Agenda
March 17, 2011
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Proclamation for Relay For Life
Recognize Pam Dufresne – Deputy City Clerk Certification

IV. **Citizen Comment**

V. **Agenda Changes**

VI. **Minutes**
March 3, 2011, Regular Meeting Minutes

VII. **Monthly Reports**

VIII. **Consent Agenda**
1. **Consider Alcohol License – NEW – The Beirut, 1025 N. Peachtree Parkway**
Council must approve all requests for new alcohol licenses
2. **Consider FY11 Budget Amendment**
Budget amendment increase revenues and expenditures in Special Revenue Funds

IX. **New Agenda Items**
03-11-19 Public Hearing – Consider Amendments to LUC Zoning, Establish Retail Caps for New Retail Development
At the direction of Council, proposed amendments would establish retail caps for new development
03-11-20 Consider Amendment to Alcohol Ordinance – Change in Serving Hours
Request from local businesses to change serving hours on Saturday night/Sunday morning
03-11-21 Consider Agreement with Fayette County for 2011 Municipal Election
Peachtree City contracts with the Board of Elections to conduct the municipal election and reimburses associated costs
03-11-22 Consider Bid and Budget Amendment – Repair & Resurfacing of Tennis Center Courts
Recommendation to approve bid from Southeastern Tennis Courts, Inc.
03-11-23 Discuss & Consider Possible Projects for HB 277 Unconstrained List for Peachtree City
Request for guidance in order to complete required applications for HB 277
03-11-24 Consider Resolution for HB 277 Transportation Investment Act
County resolution seeking City's support of County-wide submittal of projects
03-11-25 Consider Covenant Not to Sue Agreement with Southside Ministries
Agreement involves engineering issue with church expansion
03-11-16 Consider GDOT Title VI Documents
DOT Title VI Self Evaluation surveys how City handles complaints & Assurances document requires language and requirements be included in contracts involving state or federal funding

X. **Council/Staff Topics**
Hot Topics Update

XI. **Executive Session**

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

City Council of Peachtree City
Minutes of Meeting
March 3, 2011

The City Council of Peachtree City met Thursday, March 3, 2011, in the City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:00 p.m. Council Members present: Vanessa Fleisch, Erik Imker, Kim Learnard, and Doug Sturbaum.

Announcements, Awards, Special Recognition
Royce Miller of the Fire Department was recognized for 25 years of service.

Minutes
Sturbaum moved to approve the January 20, 2022, regular meeting minutes; February 2, 2011, workshop minutes; February 3, 2011, regular meeting minutes; and February 5, 2010, special called meeting minutes as written. Fleisch seconded. The motion carried unanimously.

Consent Agenda
1. **Consider Alcohol License – NEW – El Reposo #3, 147 Highway 74 South**
2. **Consider Alcohol License – NEW – Green Ginger, 200 Market Place Connector**
3. **Consider Acceptance of Easement for Station 84 Sewer**
4. **Consider Budget Adjustments – FY 2011**
5. **Consider Ordinance Amendment – Hours of Municipal Court**

Sturbaum moved to approve Consent Agenda items 1 – 5. Fleisch seconded. The motion carried unanimously.

Old Agenda Items
06-10-01 Public Hearing – Consider Rezoning, LUR-13 to GR, Newgate Road
Laurel Henderson, defense counsel for the City against two lawsuits filed by Norsouth, addressed Council, recommending that Council accept a settlement with the plaintiff that modified the original plan, but still filled a City need. Henderson explained there was one lawsuit against the City pending in federal court and one in state court over a rezoning denial on June 17, 2010. Henderson said that, during the discovery process, information had been uncovered that was unknown to the governing body at the time of the denial. She noted that there was a housing study done based on 2005 data that was in the City's possession (but unknown to Council) showing the City had a problem with housing units that were cost-burdened. Henderson said cost-burdened was a technical term under federal regulations that pertained to how much of a person's income had to be spent on housing. There were limitations that were considered reasonable. She specified that cost-burdened pertained to people who made less than 80% of the median area income. Henderson continued that 12.6% of the households experienced some housing need, half of which were severe housing needs, particularly among the elderly. She noted that the study said there were 138 households of persons over 60 years of age with housing needs, and 126 renter units of persons over 60 with housing needs. Given the economy in the last several years and what had happened with lost retirements and loss of jobs coupled with the City's aging population, Henderson said they could be fairly assured that number had not gone down. The need would continue to grow as the City's population aged.

Henderson continued that the project Norsouth wanted to build went far in addressing a need already identified in the City. The case pending was a fair housing case. The project was not a housing project, which was a concept that had proven not to work. The project was a proposal for elderly housing, which had become very popular. All of the units were for ages 62 and over, with the exception of two units that would be available for on-site employees. The age restrictions were enforceable in several ways. Because the project received tax credits, annual reports were required to show verification of the age restrictions. The federal and state governments had the ability to enforce compliance. Because the age restriction was also a condition of the zoning, the City could enforce it through zoning violation notices. The conditions/age restrictions would also be recorded with the property deed, which meant that they could be enforced through Superior Court if necessary.

The project density had dropped from 110 units to 96 units, including the two units for employee occupancy. The City's Comprehensive Plan supported the project in several ways. The property had already been zoned for multi-family housing in a different form and was shown in the Comprehensive Plan as suitable for multi-family. The City's original village concept included the concentration of high-density and multi-family housing around the commercial area, which was where the property was located. The Comprehensive Plan also supported the need to supply a variety of housing products, with a particular need for housing needs of the elderly.

Henderson said there were several protections in place for the City. This was settlement of a lawsuit. The City could continue to defend the suit, but there would be a 100% winner or loser, and it was never known how such a case would go in court. The attorney fees were already in the six-figure range for Norsouth. If the City lost the lawsuit, the fees would be much higher. The substantial upside to the settlement was that the project supported a need in the City and the Comprehensive Plan. In addition, Norsouth was amenable to working with the City on its concerns. There was some concern that Norsouth would sell the property and move on. Norsouth had sold some properties several years ago, but the company had redefined where it wanted to be in the market and had refocused its efforts on elderly housing, resolving some of that concern.

Kathy Zickert, Norsouth's attorney, said Norsouth was very grateful the City had worked through the agreement with them. Everyone's best interests were served. All of their commitments had been made in writing and would be observed. She assured Council that the City would be very proud of the project and appreciated Council's favorable consideration.

The public hearing opened.

Mary Price asked what commitments and assurances had been made if all the units were not rented to the elderly.

Phyllis Aguayo was skeptical, adding that promises were always made and projects always became what everyone feared. She could not imagine the units would be filled and what the units would become if they were not filled. There was no guarantee. There was a reason for the

City's multi-family moratorium. Residents felt the City had a full complement of rental properties and multi-family housing. They were opening a can of worms.

Juan Matute said this project, or any project, was directed at an aging population. There were transportation needs for the elderly, and he was concerned that the location was in a place that isolated the seniors from moving around the metropolitan area. They might not be able to afford cabs as this project was for people with lower incomes. The transportation needs of an aging population needed to be met and would be a concern in the future.

Therese Ogletree said there was a multi-family moratorium, asking how the rezoning got on an agenda without the population knowing it was coming. She also had concerns about what would happen if seniors did not fill all the units.

Beth Pullias said she had gone on a tour of Norsouth's other facilities in June, and all were at least 98% occupied. Her concerns were what would happen if there was a change in ownership or management, and what risks that could pose for the City. Pullias continued that the cart paths to Kedron Village needed improvement, adding that the tunnel to the shopping center was narrow and difficult to navigate. She felt the project could be a good thing if Norsouth and the City worked together.

The public hearing closed.

Henderson said the City had no right to determine who the owner of a property would be or if it was sold. There was a notice requirement in the agreement, and if Norsouth were to sell the property, which they had indicated would not happen, Norsouth was required to carry forward all the restrictions in the development agreement. Sale to another party would not void the deed restrictions on age. The property was not subject to the multi-family moratorium because it was already zoned for multi-family use. The moratorium only applied to rezonings to multi-family use. It was on the agenda because zoning procedures law required one follow-up hearing for the proposed settlement. The public hearing was duly advertised. The cart path would be connected to the project, and the residents would have access to the path system.

Haddix said it appeared the attorneys had covered all the questions and asked for a motion.

Sturbaum moved to approve the rezoning with the conditions as set forth in the development agreement. Learnard seconded. The motion carried unanimously.

New Agenda Items

03-11-01 Public Hearing – Consider Amendments to GC Zoning, Remove SUP Criteria & to Establish Retail Caps for New Retail Development

Community Development Director/City Planner David Rast recounted that until several years ago the City had no size limitation within General Commercial (GC) zoning. After the Home Depot and Walmart development was approved, Council adopted the "Big Box" ordinance, which had established size limitations for individual tenants as well as overall size of a development. The Special Use Permit (SUP) provision followed the "Big Box" ordinance, and allowed a developer to go through that process if the size exceeded the limitations in the "Big Box" ordinance.

Rast continued that the only development that had gone through the SUP process was the Line Creek retail development. The project had been recommended for approval by the Planning Commission, and was subsequently approved by Council, but the development had not moved forward in the allotted time (two years to get the project moving). As a result, the SUP had expired.

Rast continued that, in order to establish retail caps, staff needed to determine the industry standards for large format retail stores. A supercenter was in excess of 200,000 square feet. Discount centers/clubs were in the 120,000 square-foot range, and specialty retail such as Home Depot was smaller. After determining the industry standard, there was a comparison of stores in the City. Rast noted several of the stores had been approved prior to the Big Box ordinance and SUP process and were larger than the 32,000 square-foot maximum. Staff looked at those stores and came up with a series of retail caps for future development ranging from 45,000 square feet for general merchandise to between 15,000 and 45,000 square feet for specialty retail. Some were larger than the 32,000 square-foot cap in place, but the proposed retail caps were more in keeping with some of the retail sizes adopted in jurisdictions throughout the country.

Staff discussed the proposed amendments with the Planning Commission on November 29, and the feelings were very strong that the SUP should be kept in place because it gave staff and Council more leverage in dealing with larger format stores. The Commissioners had no consensus on developing retail caps, and they wanted to wait for the Economic Development Coordinator (EDC) to come on board to discuss that. Rast said staff was not coming to Council for a formal recommendation, but for guidance on how to proceed and a general consensus on whether to remove the SUP criteria and change the ordinance to establish retail caps. Rast added that Joey Grisham, the EDC, had included a memo from his perspective and could answer any questions Council had.

The public hearing opened.

Phyllis Aguayo said she did not think Council should look at size based on other cities. The residents had always felt the City was a special place and wanted it to remain Peachtree City.

Beth Pullias said she agreed with the Planning Commission recommendation to keep the SUP in place and asked Council to listen to the EDC's information on retail caps.

The public hearing closed.

Learnard asked Grisham to discuss the retail caps. Grisham said the numbers were very arbitrary. He noted that the proposed retail cap for sporting goods stores was 25,000 square feet, adding that Academy Sports would be eliminated since their stores were usually 60,000 – 80,000 square feet. Dick's Sporting Goods were also usually over 25,000 square feet. Grisham said businesses understood what size was needed to be successful, and the SUP gave businesses that option. Learnard clarified that the caps would not give the City any flexibility for businesses that wanted to come in and the City wanted. Grisham said that was correct, which was why he recommended keeping the SUP in place.

Fleisch asked Grisham how the retail caps would affect the current empty retail spaces. Grisham said the vacancy rate in mid-2010 was approximately 11.5%, and it was now down to 9%, so several tenants had been gained in the last several months. Grisham discussed leakage, which was an estimation based on Census figures, survey numbers, and Bureau of Labor statistics. He explained that he looked at a six-mile leakage, adding that the City's trade area was much larger than the City limits. Fresh Market was a regional concept and would attract people from a much larger radius, adding that Sam's Club was also a regional destination and attracted people from a 30-mile radius. Within a six-mile radius, the City was leaking approximately $450 million in retail sales to other communities. The largest areas were lumber and building materials and clothing stores (general merchandise), at an estimated $96 million. Residents would drive out of the City to get those items.

Fleisch asked Grisham where the vacancies were. Grisham said probably the largest vacant center was Westpark. The center did not have an anchor and was located at a major intersection. The problem was ingress and egress, and a lot of the vacancies were on the backside of the development. Braelinn Village was doing well, but was losing Blockbuster. Shopping centers without anchors typically had more vacancies. There were some across from Walmart, but were they on the backside without frontage on SR 54.

Fleisch asked what effect retail caps could have on redevelopment. Grisham said that, if K-mart wanted to expand, they would have to come to Council for approval of an SUP. Without the SUP in place, the store would not be able to expand, which could affect any redevelopment.

Haddix questioned the validity of the leakage numbers, asking whether the report also said the City needed a car dealership. Grisham said that was included in the same report. Haddix said it was a report that used the same formula without tweaking it to fit a locality. The same methodology was used for every city, with no adjustment. Grisham said it was based on numbers present in the market; lost sales were lost sales, no matter where the municipality was. Haddix said he read studies that said big boxes took money away, as well as studies that claimed car dealerships damaged cities. Grisham said those studies were very subjective, and many studies disagreed. Haddix said his point was not all retail was equal. Some had benefits and some did not. He cited a study from a city in Massachusetts, which said, based on 1,000 square feet, a business park benefitted the city $112, office space benefitted a city $66, a large shopping center (big box) cost the city $314, special retail benefitted the city $316, and a hotel benefitted the city $35 per room. Haddix said a lot of cities were putting in retail caps, and many states were banning big boxes or putting penalties in because the known effects of the cost were negative. There were too many studies to ignore.

Learnard asked Rast if any other guidance was needed if Council decided the ordinance did not need amending. Rast said the ordinance would be left as it was, with an individual tenant at

32,000 square feet and a maximum for a total development at 150,000 square feet. Anything over those maximums would fall under the SUP criteria.

Imker asked if an SUP enabled a variance request, adding if someone could ask for a variance to retail caps. City Attorney Ted Meeker said either a use was permitted or it was not. Under the current format, a special use was a similar to a rezoning, requiring a public hearing and a process similar to changing zoning from residential to commercial. The underlying GC zoning was never changed; the SUP just allowed something extra that GC zoning did not allow. An applicant could always ask for a variance, but he could not envision someone qualifying for a variance to put in a store larger than what the caps were. Variances were usually isolated and due to lot sizes, topography, or a site condition that necessitated relief from zoning regulations. A request for a use variance should be a text amendment to the zoning ordinance. Imker clarified that an SUP gave the City the flexibility to work with an applicant. Meeker said that was correct. It gave an applicant the ability to make the request.

Haddix said there was also the issue of setting precedent. The Capital Cities Development (CCD) SUP set precedent. If the current levels were kept, there was a bowling alley that wanted to locate in the City, and it would need an SUP, which was another precedent. Haddix said the City had experience in granting exceptions that had cost lawsuits, referring to a prior lawsuit where Lowe's had wanted to locate in General Industrial (GI) zoning. The City lost the case, with the court saying that personal opinion did not constitute law. The City could not pick and choose the stores it wanted. Fortunately, Lowe's did not build. Council could not ignore precedent, and an SUP boiled down to personal choice.

Fleisch said she was unfamiliar with the lawsuit, asking Meeker to elaborate. Meeker explained that Lowe's had wanted to build on property zoned GI at TDK/SR 74. Staff's position was that was not a permitted use in GI zoning districts. The judge ultimately sided with the developer, saying it was a permitted use. Meeker said the size limitations had nothing to do with the case, but with whether the use was permitted or not. Haddix said that was because exceptions had been granted in GI zoning for other stores in the past. Meeker said there was language in the ordinance that said uses that supported the Industrial Park were permitted in GI, which was very broad and the use had been removed from the GI and Limited Industrial (LI) districts. He added the courts always sided with the free use of property when ordinances were vague, which ultimately caused the court to decide for the developer. Haddix rephrased his comments, saying that other stores were allowed in LI zoning because they were deemed accessory uses, then said Lowe's was not, which was deemed to be personal interpretation. Meeker and Haddix agreed that the judge's ruling basically said that. Haddix said personal choice and hand-picking businesses set the City up for lawsuits. Fleisch said she supported retaining the SUP and free enterprise, agreeing with Grisham that businesses knew what they needed. Haddix said all five Council Members had stanchly opposed big boxes when running for office, and this was not what the voters had voted for.

Imker asked if a bowling alley could come in if it needed 60,000 square feet with retail caps in place. Haddix pointed out the bowling alley wanted 38,000 square feet. Meeker said it would be allowed under either the Limited Use Commercial (LUC) zoning, which would require a rezoning for the property, or the SUP. Both required full vetting by staff, Planning Commission, and Council. Imker said he liked the fact that Council ultimately controlled the size of a big box with the SUP, asking Meeker to clarify whether Council could deny an SUP. Meeker said that, under the current ordinance, Council had the right to approve or deny a request for an SUP. Imker said he liked the flexibility.

Learnard moved to deny the amendment to GC zoning removing SUP criteria and establishing retail caps for new retail development. Fleisch seconded. The motion carried 4-1 (Haddix).

03-11-02 Public Hearing – Consider Adoption of Transmittal Resolution for 2011 Partial Plan Update to the Comprehensive Plan

Rast said this was a housekeeping issue. The City had to send its Short Term Work Program (STWP), Capital Improvement Element (CIE), and report of impact fee collections to the Atlanta Regional Commission (ARC) and the Department of Community Affairs (DCA) as part of the Georgia Planning Act. The document was an annual update, which required a public hearing before Council to adopt the transmittal resolution, so the document could be sent to the ARC. Once the comments came back from ARC and DCA, any changes would be made, and the document would come back to Council for adoption. Adopting the update allowed the City to maintain its status as a Qualified Local Government (QLG) and was part of the Comprehensive Plan, meeting several other requirements.

The public hearing opened and closed without comments.

Learnard referred to page 184 of the agenda packet, which was a list of impact fees collected in 2010. Rast said that, per the impact fee ordinance adopted a few years ago, the impact fees that were collected were to go to allocated accounts. The City had not collected a lot of fees, but Learnard had looked at the impact fee balance, which included improvements to public safety services.

Imker asked if 2015 was the completion date for the submittal of the Comprehensive Plan. Rast said that the entire Comprehensive Plan was to be adopted by June 30, 2012; however, there was a legislative bill that proposed doing away with Comprehensive Plans and QLG status. The state had recommended Fayette County's jurisdictions hold off until it was known what was going on.

Learnard moved to adopt the transmittal resolution for the 2011 partial plan update to the Comprehensive Plan. Sturbaum seconded. The motion carried unanimously.

03-11-03 Consider Resolution to Form City Facilities Authority

Financial Services Director Paul Salvatore said that since the late 1990s the City had financed its facility improvements through Bricks & Mortar loans, which was a financing mechanism that allowed the City to leverage the value of its existing buildings to secure loans. In December 2009, staff had been told the City's capacity for the loans was running out, and another mechanism would be needed to go forward. The recommendation was to create a public facilities authority similar to those set up by Fayette County and Sandy Springs. He said the attached legislation enumerated the powers of the authority.

Imker said creating the authority was absolutely the right thing to do for the City, and he could not imagine a better financial move. Sturbaum agreed.

Fleisch noted it was March 3, asking if there was time for the local legislation to go through the process. Meeker said March 3 was Day 22 of the legislative session, and it had to get through one of the houses before Day 32, so Council needed to move on it.

Imker asked to clarify who would serve as the members of the authority. Meeker said, under the legislation, Council would serve as the members of the authority.

Imker moved to approve the resolution to form a City facilities authority. Sturbaum seconded. The motion carried unanimously.

03-11-04 Consider Amendment to FY 2011 Budget – Fire Department Specialty Dive Team
Salvatore said this was the first of several budget amendments, and all had been discussed at an earlier workshop. Amendments that were more housekeeping in nature were usually placed on the Consent Agenda. These amendments required Council deliberation on whether the items would be funded or not.

Salvatore said funding was insufficient to meet the safety standards for the Fire Department's Specialty Dive Team, which was currently only a few thousand dollars. Council's decision would be whether to disband the team or fund it with $18,262.

Learnard asked how much funding was needed for the next fiscal year. Assistant Fire Chief Peki Prince said they needed in the range of $20,000 for the next fiscal year, plus the cost of upkeep and continuing education, which would decrease over time. Prince said the budget had been adjusted over the last few years due to fiscal constraints. This was the year that everything had come to fruition and the money had to be spent. There were pros and cons, and the con of keeping the team was cost. The pros included that it was an established service that the community had expected, especially with events such as the Dragon Boat Races and Triathlon. Staff would have to re-evaluate those events from a public safety perspective if the dive team was eliminated. She explained there were two other aspects of the program – surface, which were the boat operators who could do surface recovery, and the dive team was underwater.

Learnard asked if the department could support an event with the Swiftwater Rescue Team (SRT) alone. Prince said that, without the dive team, if a person went under the water, they could not recover them. Prince said they would continue the SRT training and certification, but they would not be able to break the surface plane without the divers. Prince noted that there was an incident a few years ago where a swimmer broke the plane of the surface and was recovered, but the swimmer spent two weeks in intensive care. Sturbaum clarified that, without the dive team, the swimmer would not have been saved. Prince reiterated that, without the dive team, they were not supposed to break the plane of the water. Haddix said the risk of life and loss of evidence outweighed the cost, and he wanted to keep it.

Learnard said it was a difficult decision, noting that the cost for the next fiscal year would actually be $41,000. Prince said the Fire Department had looked at the costs, and they had been adjusted.

Fire Chief Ed Eisworth said if the department kept the SRT, then they must buy a boat, which had been in the budget for several years. A big part of the cost in FY 2012 was the boat. Another $20,000 would be for the dive team. After those costs, they would need approximately $7,500 per year.

Imker said there had to be a budget decision, and this was the low leaf on the branch if something had to be cut. For 20 years, they had not recovered anyone under the surface with the specialty dive team. The budget had to be considered. Eisworth said that, in addition to the incident Chief Prince had discussed, there had been one other incident. The person who was recovered could not be resuscitated.

Imker asked about evidence recovery and whether that would make it worthwhile to keep the dive team, adding that it might take longer but it would be recovered by a nearby municipality/county with a dive team. Learnard asked if any jobs would be lost. Eisworth said they would lose some volunteers, but no jobs would be lost. Fleisch asked if the City would lose any events to his knowledge. Eisworth said not if just the dive team was cut.

Sturbaum said his concern about disbanding the team was the fact that Lake McIntosh going in. Eisworth said that was a concern. Staff had talked with Coweta County, and they were not ready for a dive team yet. He said they needed a commitment either to do it right or not at all. He would like to keep it, but it was up to Council. Imker said that use of the lake was four or five years down the road, and here could be other opportunities and the budget might have turned around. Eisworth said that if the team was shut down, it would cost up to $100,000 to bring it back on line. They would get rid of all the equipment, which would be either surplused or transferred to the SRT. Learnard said Lake McIntosh was an excellent point, but there were no easy answers. Council had to make difficult decisions and focus on core services. Haddix said there was no higher service than safety.

Learnard moved to deny the budget amendment for the Specialty Dive Team. Imker seconded. The motion carried 3-2 (Haddix, Sturbaum).

03-11-05 Consider Amendment to FY 2011 Budget – Economic Development Budget
Salvatore said the first part of the amendment was to break out Economic Development into its own department within the Community Development division. The second part was to supply the EDC with an operating budget for supplies, training, marketing, and recruitment. The total amount requested was $75,294.

Sturbaum moved to approve the Economic Development budget as listed in the packet. Fleisch seconded. The motion carried unanimously.

03-11-06 Consider Amendment to FY 2011 Budget – Kedron Bubble Acquisition

Salvatore pointed out that the funding for the bubble was included in the FY 2012 budget as an item to be financed. Staff had tried to get one more year out of the bubble and planned to bring it up during this year's budget discussions, but there were concerns it would not make an additional year. The Recreation Department asked to move up the purchase for discussion. Salvatore said they could pay cash for it now. There was another agenda item that would allow the City to finance the purchase. The question was whether to move the bubble up in the five-year plan so it could be financed and ready to go up in October 2011.

Imker said he saw three options – pay cash, shift the purchase forward one year, or finance it with the facilities authority if it was approved by the state legislature. He added that approving it now would give staff the go ahead to put out the proposal to get it ready for the fall. Salvatore said the Request for Proposal (RFP) had been issued as it was time sensitive. If Council did not approve the budget amendment, the RFP would be retracted.

Learnard said the bubble had been pushed as far as it would go. It would not be in any condition to go back up, and she felt Council should move it up. Haddix said Council was bypassing the budget procedures and hearings that the public would participate in. He noted his data from the current Resident Survey was two weeks old, pointing out that 86.7% on the survey said they did not want to finance anything new. Haddix said very few citizens used the facility, adding he would like to keep Kedron to use as a bargaining chip in the Local Option Sales Tax (LOST) negotiations since all the County schools used it. The low usage, the bubble cost, and the opinion of the residents regarding new spending added up to taking a risk on the bubble for another year.

Learnard asked if there was any feedback available from the survey regarding the bubble. Interim City Manager Nikki Vrana pointed out that the question on the survey was "how important was it for the City to have a pool open in the winter months." She said the rankings on the question were 66% said it was important (31% ranked very important and 34% ranked it as somewhat important) and 34% said it was not important. Learnard said the bubble had been in the budget for several years. Fleisch added that the bubble was supposed to have lasted seven years and had been used for 15 years.

Fleisch asked Haddix if he wanted to be responsible for the bubble's implosion while someone was swimming. Haddix said the cost was $250,000 when they had just shot down $20,000 for a safety issue, which was a massive contradiction to him.

Sturbaum said he was not against replacing the bubble, but he wanted to see the RFP results. Vrana said the bubble would come down on March 24, and attendance at one of the on-site pre-bid meetings (scheduled March 17 and 18) was mandatory. Staff had to list the RFP now so that interested vendors would be able to see the bubble before it came down. It was not an off-the-shelf product. Salvatore added Council would have to approve a contract for the bubble. The amendment was budgetary authorization. The City had the right not to accept any of the proposals if it was felt they were too expensive.

Learnard noted that the next agenda item was a resolution that allowed the funds to be taken out of the Cash Reserve rather than wait for FY 2012 when the bubble was budgeted. Salvatore added that banks did not want to finance the bubble alone because it was considered expendable. The resolution would allow the financing to be included with other items. He added that the new bubble specifications included a useful life of 15 years, so it could be rolled in with other capital facility improvements and have the payments spread over twice as long. As an equipment lease, the bubble would only be financed for seven years. Staff would investigate the best method to finance it. The resolution would also allow the City to reimburse itself for the funds taken out of the Cash Reserve. Haddix said he was not opposed to replacing the bubble, but he was concerned whether it was a wise use of money during the current economic climate. Imker said he also wanted to see the bids. Based on the history of the current bubble, a new one could last 20 to 30 years. When the cost was spread out, the actual cost would be $10,000 to $15,000 per year.

Haddix asked Salvatore if approving the budget amendment was a commitment to spending the money. Salvatore said there was no commitment until a contract with a vendor was approved.

Fleisch moved to approve the amendment to the FY 2011 budget for the Kedron bubble acquisition. Imker seconded. Meeker added that every RFP included wording that the City reserved the right to reject any and all bids. Until a proposal was accepted, no contract was entered into. The motion carried unanimously.

03-11-07 Consider Reimbursement Resolution

Salvatore said the resolution did not bind Council to any financing. It just left the option open. It was not a commitment to spend any money.

Sturbaum moved to approve the reimbursement resolution as stated. Fleisch seconded. The motion carried unanimously.

03-11-08 Consider Amendment to Schedule of Fees for Residential & Commercial Building Permits

The amendment to the schedule of fees would allow the existing fee structure to utilize the industry standard and accepted total valuation method as prescribed within the 2006 International Building Code, Section 108.3.

Learnard moved to approve the schedule of fees for residential and commercial building permits. Fleisch seconded. The motion carried 4-1 (Sturbaum).

Sturbaum said he had some concerns regarding the area comparisons on page 260 of the meeting packet. Imker said he would like to see what Sturbaum was comparing at a later date.

03-11-09 Consider Elimination/Replacement of Position – Community Development

Approval of the agenda item would eliminate the position of Planner/Economic Development Coordinator and replace it with a Planning Coordinator position.

Imker clarified that this was just basically a title change for a position. Vrana said it was, with a few minor tweaks to the job description. Imker clarified that the change included removing Economic Development Coordinator from the position title so it would not be confused with the new position of Economic Development Coordinator. Vrana said that was correct.

Sturbaum moved to approve the elimination/replacement of a position in Community Development as stated in the packet. Learnard seconded. The motion carried unanimously.

03-11-10 Consider Change to Fire Department Work Cycle

The request was to change the Fire Department's present 19-day work cycle to a 28-day work cycle as defined under the Fair Labor Standards Act for all line (24-hour shift) firefighters and fire officers effective May 9, 2011.

Sturbaum moved to approve the change to the Fire Department work cycle as recommended by staff. Learnard seconded. The motion carried unanimously.

03-11-11 Discuss & Consider Funding Recommendations for Peachtree Parkway/ Crosstown Drive Intersection Improvements

City Engineer Dave Borkowski addressed Council concerning the funding for the proposed improvements at Peachtree Parkway/Crosstown Drive, adding that the Fayette County Board of Commissioners had agreed to fund $25,000 for an alternative analysis, as well as some additional information, in December.

Borkowski noted that the existing level of service (LOS, which are graded on an A to F scale) was "E" in the afternoon peak, adding that the eastbound direction of Crosstown backed up significantly during that time. Borkowski added that "D" was the minimum goal for LOS in the City. A failing LOS for unsignalized intersections was a 50-second wait time, while an 80-second wait time was failing for a signalized intersection. The current approved proposed project scope would add left and right turn lanes on Crosstown and right turn lanes on Peachtree Parkway, with signalization. All of the improvements would provide an LOS of "D" through 2027, with a growth factor of 2% per year.

Borkowski continued that the total cost was estimated at $1,218,529, adding that the City lost $400,000 in Transportation Improvement Program (TIP) funds from the Georgia Department of Transportation (DOT) for the project. The project was not funded by the City's share of the Special Purpose Local Option Sales Tax (SPLOST), but it was on the County's SPLOST list.

According to a 2007 traffic study, a signal at the intersection was warranted without including the potential traffic from the proposed TDK extension into Coweta County. A concept report was approved through the DOT, but the design was incomplete. The alternative analysis had been completed for right-turn lanes and a roundabout.

Borkowski summarized the impact of the turn lanes and roundabout options. The turn lanes would require 1,073.28 square feet, with a cleared area of 13,128.80 square feet, and the removal of 9,900 square feet of trees. A roundabout had a right-turn bypass lane, and would be a dual lane roundabout. It would require 3,411.35 square feet of easements, 15,637.68 square feet of cleared area, and the removal of 9,350 square feet of trees.

As for LOS, Borkowski noted that a roundabout would provide the best LOS through 2035. If nothing was done, the LOS would be "F" in 2015. A signalized intersection would have an LOS of C or better in 2015, but would be an F on the eastbound through lane and northbound left-turn movements during the afternoon peak traffic by 2035.

Borkowski summarized the costs of the options. The estimated cost for right-turn lanes with one left extension only was $549,667. A roundabout would cost approximately $685,398, and the original concept with turn lanes and a signal would cost $1,218,529. If no signal was installed, the cost would be $1,018,529.

Mayor Haddix opened the floor for comments.

Lois Speaker said there was more to the City than the junction of SR 74/SR 54. It was built as a destination. She noted the motto of "Come to visit, plan to stay," which she said were not compatible. With regards to this project and future projects, this was not going to be the end. She said it sounded like projects that were considered were more dependent on how much federal funding was available than anything else. There was no pressing need for any changes to the intersection. She asked what company performed the traffic study and what its track record was.

Phil Prebor said he traveled through the intersection often. There was a backup in the evening going east on Crosstown, which was the traffic headed to Highgrove and Whitewater subdivisions in the County. A right-turn lane was needed in front of Towne Club to handle that. A light was not needed until the TDK extension/bridge was complete.

Juan Matute said the roundabout was probably the best choice, but people did not know how to navigate them. He asked Council to consider either right turn lanes with one left extension or the original concept with various turn lanes and a signal.

Phyllis Aguayo asked if people were clamoring for improvements to the intersection, adding that the improvement options were based on projections for tremendous growth in the future. The City was nearing buildout. She said if the City was improving the intersection for pass-through traffic, then it would make it easier for them to go through the City rather than around it.

Rick Schultz said there were really no disruptions of the traffic flow other than the eastbound cars on Crosstown to go south on Peachtree Parkway. The wait was longer 40 minutes of the day. The rest of the time, traffic flowed well. The only improvement needed would be a right-turn lane on the Towne Club section.

Joe Gilliland asked if the City wanted a town or a highway. Accommodating through-traffic would change the culture and quality of life in the City. There would be a serious impact on the whole community, especially the Brookfield subdivision, for a project that had been deferred, then resurrected. He did not think any action was necessary.

Mary Giles said she had e-mailed Council earlier and asked a question. She would like to see Crosstown Drive kept as a road across town, not part of an across the County system. Peachtree Parkway was the signature north-south route in the City. She asked Council to focus on the do nothing option for now.

John Wallace agreed that no one wanted most of the improvements. One right-turn lane from Crosstown onto Peachtree Parkway was all that was needed.

Haddix said DOT was DOT, and they had also wanted a roundabout or a signal at the Walt Banks/Peachtree Parkway intersection. Haddix said he received a letter from DOT a few months ago asking whether that project should be cancelled, and he said yes. However, DOT did not ask the same question for this intersection. Many times it was the City's perspective versus the DOT perspective. He continued that this was the last chance for the City to get any of the SPLOST funds from the County for a project like this. In the future, any road projects would be on the backs of the City's taxpayers. He added that the TDK extension was still on the DOT's books and on the Georgia Regional Transportation Authority's (GRTA) books. Haddix said he had met with the company that owned the former McIntosh Village property in Coweta County, and they had asked that the extension be put back on the map for future consideration. No one was in a comfortable position. He agreed that a roundabout would not be good.

Fleisch said the decision was easy for her. The City did not need to spend the money, and she was comfortable leaving the intersection alone.

Learnard asked what the peril was to the City if nothing was done. Borkowski said there was no penalty if the City did nothing. The TIP funds were already lost. Learnard asked if the Board of Commissioners was willing to provide funding for the turn lanes since their consensus was no roundabout or signal. Borkowski said there had not been an official vote, but the Commissioners' consensus was they would be more willing to give money for turn lanes. If Council's decision was to pursue funding for right-turn lanes, then an official request would be made to the County. Learnard asked if the City had received any information on the funding discussion held during the County Commission's retreat on February 11. Borkowski and Vrana said they not seen anything.

Haddix said they were looking at SPLOST funds, and maybe later, reapplying for DOT funds. However, the DOT was making it clear to the legislature that the cost of roads would be transferred to localities. Learnard clarified that the City might or might not get any SPLOST funds. Haddix said that was correct. Council had to pick one of the options and send the request to the Board of Commissioners. Sturbaum said they needed to know what the Commissioners had to say. Haddix said they needed to pick an option and ask for the funds.

Haddix asked Borkowski how hard it would be in the future to install a signal if the first option was selected. Borkowski said it would be easy to put in a signal with the right turn lanes. Vrana noted that during the Commissioners' workshop discussion it was pointed out that the intersection backed up twice a day, asking if the improvements were worth the cost.

Haddix said Option 1 was best, especially with the potential risk down the road to be forced to signalize. If the Commissioners said no, that would be ok. Meeker said if Council said yes and the Commissioners said yes, the project would still have to be designed and put out for bid to see what it would cost. If the lowest proposal was $700,000, Council could say no at that time. Borkowski added that, with the SPLOST, the City would not have to go through the DOT process, making it easier to design and construct.

Fleisch questioned why the City would ask for money for a project that did not give the City anything LOS-wise, when the roundabout was the obvious choice for better service. Haddix said the Commissioners made it clear they would not fund a roundabout, and the residents did not want one. Fleisch asked if they saw this report. Vrana said they did. Haddix said some of the Commissioners had extensive experience driving roundabouts and hated them. Learnard said saw no reason to improve the intersection at this time. If the TDK bridge/extension came in, the City would have to re-evaluate a lot of things.

Sturbaum said the City did not have to move on this now. Haddix said the SPLOST money would be gone if the City did not put forth any effort at this time. Sturbaum said it should be considered at a later time.

Imker said he was interested a right-turn lane onto Crosstown from Peachtree Parkway and a right-turn lane from Crosstown onto southbound Peachtree Parkway, suggesting a fourth option of adding only those two right turn lanes to assist with the back-up during the day. He added that Fayette County told the City they did not want to widen Crosstown, which was probably about $5 million. The Commissioners put that money toward the Fayetteville bypass. The City's citizens had contributed to the SPLOST funds. Imker said they could count on the fact that any money the City turned back for road projects would be put into the bypass.

Borkowski said Imker's suggestion was a valid option, saying it was a question of how much congestion residents wanted to live with. Haddix asked how DOT would react to the fourth option. Borkowski said DOT would not care since it was not involved in the funding. Learnard and Sturbaum liked Imker's compromise. Sturbaum said if he had a choice, he would do nothing at this time. Imker asked if there was any time limitation on spending the money. Meeker said the time limit was on the appropriation, not on doing the project.

Imker said he was talking about the Towne Club and Glen Clarin corners of the intersection. The SPLOST money had to be spent in a certain time, or the funds would be redistributed back to the towns. Meeker said he was not aware of any time limitation. Meeker said the money had to be allocated to specific projects. Imker said the City had gotten nothing out of the 70% SPLOST pot. Haddix suggested leaving this project alone, which could possibly increase the chances of funding for the Gateway Bridge.

Imker moved to consider funding recommendations for the Crosstown/Peachtree Parkway intersection to include only the eastbound Crosstown right-turn lanes and the northbound Peachtree Parkway right turn lane. Learnard seconded. The motion failed 2 (Imker, Learnard)-3.

Sturbaum moved to not request any funding for the Crosstown/Peachtree Parkway intersection improvements. Fleisch seconded. The motion carried unanimously.

There was a break from 9:39 p.m. to 9:45 p.m.

03-11-12 Discuss & Consider Funding Recommendations for SR 54 West Multi-use Bridge & Gateway Feature

Borkowski noted the Gateway Bridge project was listed in the Atlanta Regional Commission's (ARC) TIP as the SR 54 West Bicycle and Pedestrian Bridge and Gateway. It would be located on the west side of the City on SR 54. The path and bridge would provide a more direct connection to the commercial and recreational areas on the south side of the highway and provide a "gateway" feature into the City.

Borkowski said some path usage counts had been taken on Friday and Saturday, January 14-15, from 10:00 a.m. to 6:00 p.m. at the Huddleston tunnel to Best Buy, the bridge over the railroad, and the SR 54 intersections at MacDuff Parkway and Planterra Way. He noted that if the weather had been better the counts would have been higher. There were 1,376 homes and 399 apartments in the area, with 1,144 cart registrations. A total of 131 pedestrians, bicycles, and carts used the Huddleston Road tunnel; 20 pedestrians, bicycles, and carts crossed SR 54 at MacDuff Parkway; 250 pedestrians, bicycles, and carts used the CSX bridge, and only one pedestrian crossed SR 54 at Planterra Way. Borkowski added that there were additional 1,125 proposed lots in Wilksmoor Village.

Borkowski continued that the cost estimate to complete the design and construction of the bridge was $1,681,762. There was $134,000 budgeted in the City SPLOST for design and permitting. There was no longer any grant money available. The balance needed to complete the project was $1,547,762.

Imker said that, per Assistant Finance Director Janet Camburn, there was $159,000 in unencumbered funds at the end of January in the SPLOST. Borkowski said his figures were prepared before he had those numbers, and interest had been earned.

Haddix said the bridge would support an area of the City that felt isolated, and he supported moving forward with the project.

Fleisch asked Borkowski if this project was part of House Bill 277. Borkowski said it was a regional project, and Vrana said it would be submitted, adding that it would be discussed at the Association of Fayette County Governments meeting on March 8. Haddix said submission did not mean it would be approved as a regional project.

Imker said if Council was going to move forward with the project, then they should ask for entire the $1,681,762. Haddix agreed, saying he would like to keep that $159,000 also. Imker said it could extend the funds left for paving. Learnard said that corridor was becoming more and more important to shopping in Fayette County. The bridge would be a line of demarcation and welcome to the City she would like to get.

Sturbaum moved to approve the request for funding recommendations the SR 54 West multi-use bridge and Gateway feature in the amount of $1,681,762. Learnard seconded. The motion carried unanimously.

03-11-13 Consider Amendment to August 19, 2010, Regular Meeting Minutes Regarding Agenda Item 08-10-09 Consider Adoption of 2010 Millage Rate

Imker noted this was a typographical error made in the minutes, and the millage should have been recorded as .076 rather than 0.76 as shown in the minutes. Learnard asked Meeker if it was reasonable to correct the August minutes at this time. Meeker said it was legal to make the correction at any point.

Imker moved to correct the August 19, 2010, regular meeting minutes, regarding Agenda Item 08-10-09 Consider Adoption of 2010 Millage Rate, changing the mills for the Development Authority from 0.76 to .076. Learnard seconded. The motion carried unanimously.

03-11-14 Consider Proposal – Sound & Light Production Contract at Amphitheater

Amphitheater Manager Nancy Price addressed Council, noting that after staff evaluation, The Show Business was determined to be the recommended company and the pricing was within the budgeting range. Three responses had been received. Imker asked who let the contract, the City or Amphitheater. Vrana said the Amphitheater was part of the City. Imker asked where the funds came from to pay for the contract. Price said the company would be paid out of the Amphitheater enterprise fund.

Sturbaum moved to approve The Show Business for the sound and light production contract at the Amphitheater. Fleisch seconded. The motion carried unanimously.

03-11-15 Consider Proposal – Fireworks Display Service

Recreation Administrator Sherry McHugh said six proposals had been received, and after the evaluation and references, Liberty Pyrotechnic was recommended for its proposal of $22,895.

Imker said he understood the Convention & Visitors Bureau (CVB) would fund the fireworks. Salvatore said the City let the contract because there were benefits associated with the City doing so. The CVB would write a check to the City to pay for the fireworks. Imker said he just wanted to clarify that hotel/motel tax paid for the fireworks.

Sturbaum moved to approve Liberty Pyrotechnic for the fireworks display for an amount not to exceed $22,895. Imker seconded. The motion carried unanimously.

03-11-16 Consider Employment Agreement & Appoint City Manager

Sturbaum moved to approve the employment agreement and appoint Jim Pennington as City Manager of Peachtree City. Fleisch seconded. The motion carried unanimously.

Vrana said Pennington would start work on March 21.

03-11-17 Consider Moratorium – Sweepstakes Internet Cafés

Haddix noted there was an additional item on the dais – the staff memo and resolution. Vrana said Fayetteville had a business register with the city under the premise of a business center, and it turned out to be an internet café for electronic gaming and they were making cash payouts on site. The legislature was looking at legislation to regulate this type of business activity, and the moratorium would give the City time to see what the legislature would do and if any zoning categories would need to be changed.

Sturbaum moved to approve the moratorium on sweepstakes/internet cafés for six months. Learnard seconded. The motion carried unanimously.

03-11-18 Consider Resolution Defining Role of Development Authority of Peachtree City

Haddix noted there was an additional item on the dais – the staff memo and resolution. Vrana said the intent of the resolution was to provide clarification and direction for the Development Authority of Peachtree City (DAPC) and staff on what its focus would be.

Learnard said the addition of the EDC was a huge step in the right direction, and they all agreed on that. The City was headed in the right direction by hiring someone with a master's degree, who was well-versed in the realities of the City's business retention and recruitment after two months on the job. Some of the EDC's work would duplicate the efforts of the DAPC members. A dedicated staff member could spend 50 hours a week on the effort, while a DAPC member might be able to spend seven hours a week. The City had someone uniquely qualified to do what he was hired to do. The City did not need two agendas and two budgets. The resolution documented that the DAPC was for the purposes listed in state law – financing, responsibilities a staff member could not have regarding acquisition of land, construction, leasing, and sale of land. She said the City owed the DAPC members a debt of gratitude for their hard work. It was not a negative reflection. It was time to strengthen the City's efforts and move forward.

Haddix asked what the purpose of the resolution was as state law defined the duties of development authorities. Fleisch said Council had been asked for direction, and now the DAPC would know where it stood. The resolution formalized it. The EDC had also realized the duplication. It was fair to do this before budgeting season began.

Sturbaum said he understood there were some things the Fayette County Development Authority (FCDA) could do that the DAPC could not. State law clearly defined what a development authority could do. The EDC was aware of the projects the DAPC was working on. He saw no need to pass a resolution.

Haddix said the resolution did not define anything new. He still supported the combination of the EDC working with the DAPC, and the EDC could accomplish more as the director of the DAPC. The City would still have control. It could contract the EDC to the DAPC, and it would always be Council's choice to retain the EDC. Now, everything would be dumped on the EDC. The volunteers could work with him. If the EDC worked for the DAPC, he would be able to proactively recruit jobs. The FCDA did not proactively recruit jobs. Learnard disagreed. Haddix said the County Commissioners agreed with that fact. Fleisch and Haddix disagreed on whether the DAPC helped bring Sany to the City.

Todd Strickland, DAPC chair, addressed Council, saying things were headed in an encouraging direction. Hiring the EDC was a great success. The DAPC members were here to help the City. There was a lot of dust to settle on who was doing what in an area where there was much to be done. The issue was to look forward and do things together, and to have the DAPC available to assist the EDC. The DAPC needed funds to cover its overhead in the next fiscal year, including the annual audit and insurance.

David Conner, a member of the DAPC, said the board looked forward to moving ahead and complementing what the EDC could do. He had not heard any concrete ideas on how that could be done. Haddix said everyone on Council wanted to succeed in economic development, and they needed to preserve everyone working together. None of the players should be dismissed. He wanted to maximize the EDC. Conner asked if there would be any possible funding for the DAPC.

Learnard said the following clause pared down the DAPC's responsibilities to the minimum required by law:

NOW, THEREFORE, BE IT RESOLVED that it is the intent of the Mayor and Council of the City of Peachtree City to convey priority to the DAPC for those powers set forth in O.C.G.A. § 36-62-1 et seq. for which the City has no authority, direct or concurrent, to exercise.

Learnard continued that the EDC would move forward with business recruiting and retention, which put DAPC in setback mode, holding meetings only as legally required. Vrana said the DAPC would need to meet to approve any bills when needed. The enabling legislation required an annual meeting.

Learnard said, per the intergovernmental agreement between the City and DAPC, there was a need for certain staff resources as they were available. City staff was able to assist with announcing meetings, but was not able to provide a recording secretary. She suggested a DAPC member take attendance and record votes, which was the minimum required. The bank balance, which was approximately $10,000 at the end of February, should cover any outstanding items for the balance of the fiscal year. Conner said that, financially, the DAPC had been operating in a hibernation mode. He asked Camburn to discuss the finances.

Camburn said the information provided to Learnard was based on the January financial statement. The February statement was being prepared. She said the next regular meeting was scheduled on March 7. She expected the current funds to last through May. She was working on lowering the DAPC's insurance costs (approximately $3,500), which could prolong the funds. The administrative assistant had also resigned, leaving another $1,000 to help with the finances. Conner said the bulk of the next meeting would deal with finances. If the DAPC could not get through until May, they might have to come back and ask for more money. Camburn said the money could be stretched with lower insurance costs and the money from the administrative assistant position. She could not project how long it would last.

Strickland said the members were incurring costs on behalf of the City, worried Council would bankrupt the DAPC. Council was sending a mixed message regarding economic development. Learnard said that the DAPC would be in setback mode, per the resolution, until it was needed. Strickland clarified the DAPC would not be an active group. Fleisch suggested the board meetings could be held bi-annually.

Camburn briefly noted the DAPC's upcoming annual bills included $2,500 for the audit and insurance to be paid in April ($3,500). Even if the amount was reduced, the insurance would still be due in April. City services were paid quarterly. She added that two City employees had cleaned out the DAPC's storage unit on overtime status, and the DAPC would be billed for that. Two boxes were brought to City Hall and stored in the vault, so there would no longer be a cost for the storage unit. There would also be a shredding cost for the files in the storage unit that could be destroyed. She added two members' signatures were required on the DAPC checks.

Fleisch asked if the DAPC would continue to need insurance. Meeker said he recommended directors' insurance for the board.

Learnard moved to approve the resolution defining the role of the DAPC as discussed. Fleisch seconded. The motion carried 3-2 (Haddix, Sturbaum).

Council/Staff Topics

Hot Topics

Vrana said staff was waiting on the final cost estimate from ISE on the MacDuff tunnel so it could be brought to Council as an agenda item for a decision on the easement procurement.

The Lake McIntosh burn would be held in two to three weeks depending on the weather. They needed to clean out and pile up debris for the burn, which could last for several weeks. The phone number for the Fayette County Water System would be published in the ***Updates***. Imker asked why it would take so long. Vrana said she did not know, but she would ask the question.

The completion date for the last phase of the SR 74 South was still on target for completion in December 2011, depending on the weather.

Vrana said the cleaning had started on the Centennial detention ponds. They had to wait until summer for everything to dry out to get the equipment in to remove the silt. Public Services Director Mark Caspar said a lot of the vegetation was gone, and there was an underground drain system that also had to be cleaned. They would have to wait until the summer for it to dry out to do that work.

Vrana noted that Price, Rast, and Kim Trawick from CVB had worked with the Georgia Planners to get their conference in the City on April 12-13.

Caspar addressed a problem with beavers in Lake Peachtree, saying there had been a number of calls. Their dams had caused flooding. They had been doing a selective elimination of the beavers over the last few years, but they needed to get rid of the mom and pop beavers who were in the lake. They would have to place traps in the shallow waterline, so there would be a short-term closure on animals (pets) swimming in the lake, specifically in the area around Drake Field. There would be a public notice, and a tree save fence would be up for a week or so in the heavily used park.

Haddix said he had attended the Sany opening ceremony and Jack Tang had pledged to allow the City to use their equipment in any emergency. Caspar said they were very appreciative of the offer, and they would be working on an agreement that would protect both parties. They would also look at any necessary training.

Sturbaum moved to continue the meeting past 11:00 p.m. Imker seconded. The motion carried unanimously.

Sturbaum moved to reconvene in executive session for pending or threatened litigation, and personnel at 10:49 p.m. Learnard seconded. The motion carried unanimously.

Sturbaum moved to reconvene in regular session at 11:11 p.m. Learnard seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn. Learnard seconded. The motion carried unanimously. The meeting adjourned at 10:50 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

2011 City Event Calendar

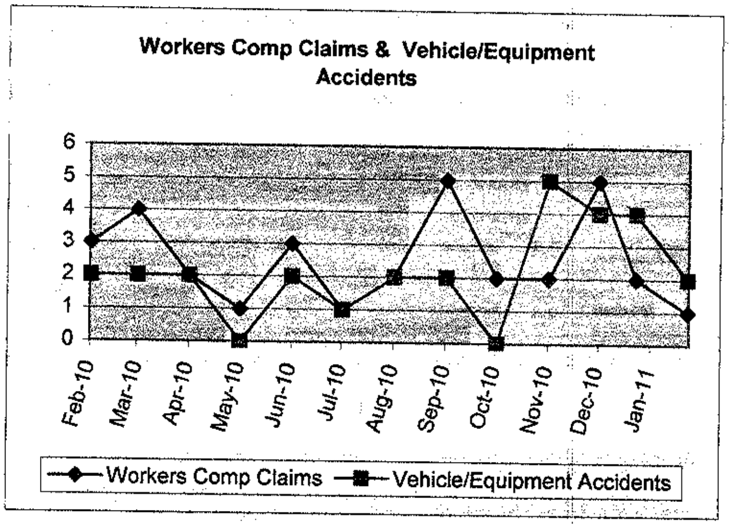
January		March
		3/17 – City Council Meeting, 7 pm 3/25 & 26 – City Council Retreat (Tentative)
April	**May**	**June**
4/5 – Council Workshop (Tentative), 6:30 4/7 – City Council Meeting, 7 pm **4/16 – Fayette County Earth Day (Fayetteville in 2011)** 4/21 – City Council Meeting, 7 pm **4/30 – Relay for Life** **Kenny G @ The Fred**	5/3 – Council Workshop (Tentative), 6:30 5/5 – City Council Meeting, 7 pm 5/7&8 – Spring Cleanup at the PTC Recycling Center **Great PTC Path Cleanup – 9-noon, citywide** **Touch-A-Truck** **5/14 – Creedence Clearwater Revisited @ The Fred** 5/19 – City Council Meeting, 7 pm 5/30 – Memorial Day, City Offices Closed	6/2 – City Council Meeting, 7 pm 6/7 – Council Workshop (Tentative), 6:30 6/16 – City Council Meeting, 7 pm **6/18 – Jo Dee Messina @ The Fred**
July	**August**	**September**
7/4 – Independence Day – City Offices Closed - Parade, Fireworks 7/5 – Council Workshop (Tentative), 6:30 7/7 – City Council Meeting, 7 pm **7/16 – Kool & the Gang @ The Fred** 7/21 – City Council Meeting, 7 pm	8/2 – Council Workshop (Tentative), 6:30 8/4 – City Council Meeting, 7 pm **8/5 – TBA Concert @ The Fred** 8/18 – City Council Meeting, 7 pm **8/20 – 10,000 Maniacs/Edwin McCain @ The Fred**	9/1 – City Council Meeting, 7 pm 9/5 – Labor Day – City Offices Closed 9/6 – Council Workshop (Tentative), 6:30 9/15 – City Council Meeting, 7 pm
October	**November**	**December**
10/4 – Council Workshop (Tentative), 6:30 10/6 – City Council Meeting, 7 pm 10/20 – City Council Meeting, 7 pm 10/31 - Halloween	11/1 – Council Workshop (Tentative), 6:30 11/3 – City Council Meeting, 7 pm 11/17 – City Council Meeting, 7 pm 11/24 & 25 – Thanksgiving Holiday, City Offices Closed	12/1 – City Council Meeting, 7 pm 12/6 – Council Workshop (Tentative), 6:30 12/15 – City Council Meeting, 7 pm 12/23 & 26 – Christmas Holiday, City Offices Closed *(City offices will be closed on Monday, January 2, for the New Year's holiday)*

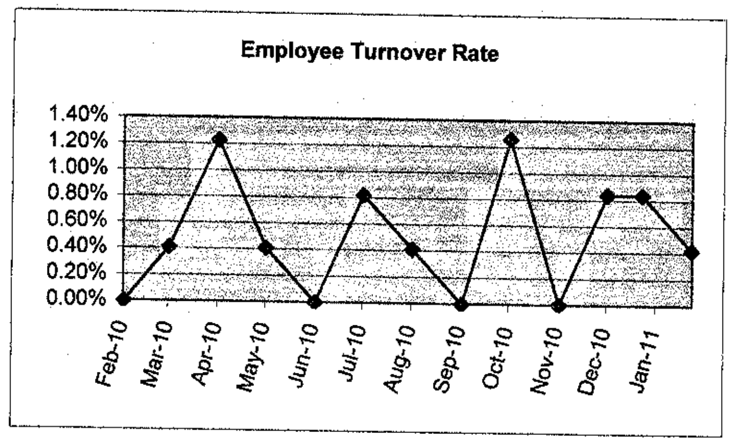
Note: Items in ***BOLD*** *are new additions*

Updated 3/11/2011

Administrative Services
Monthly Report

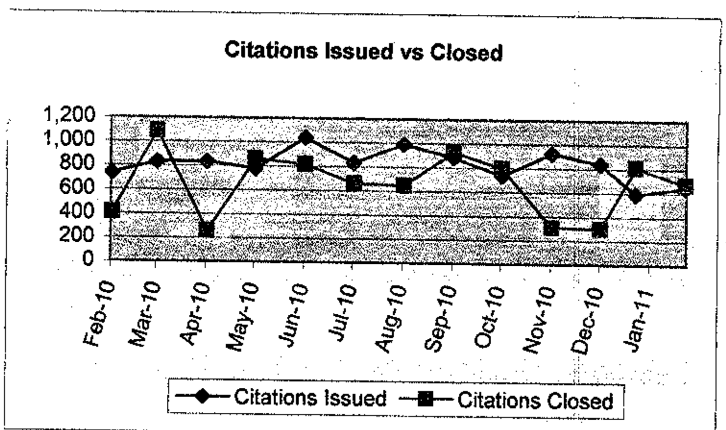
Human Resources & Risk Management

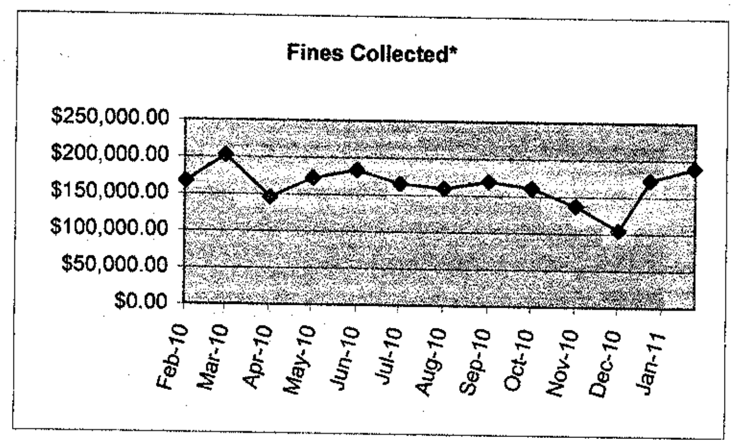


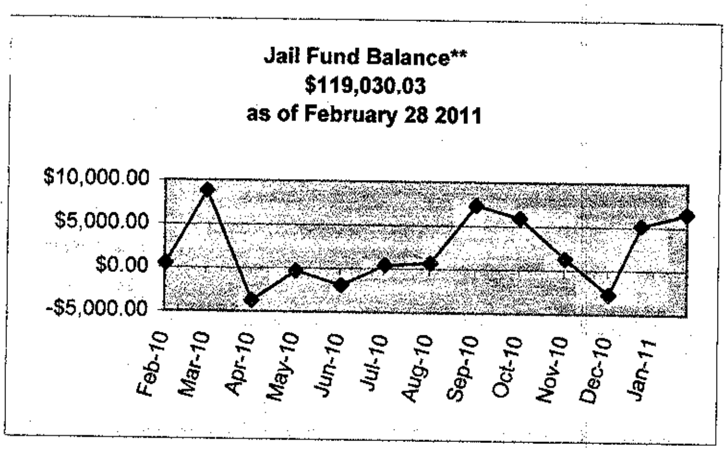


NOTE: The 8 terminations YTD for FY 2011 include four retirements.

Municipal Court



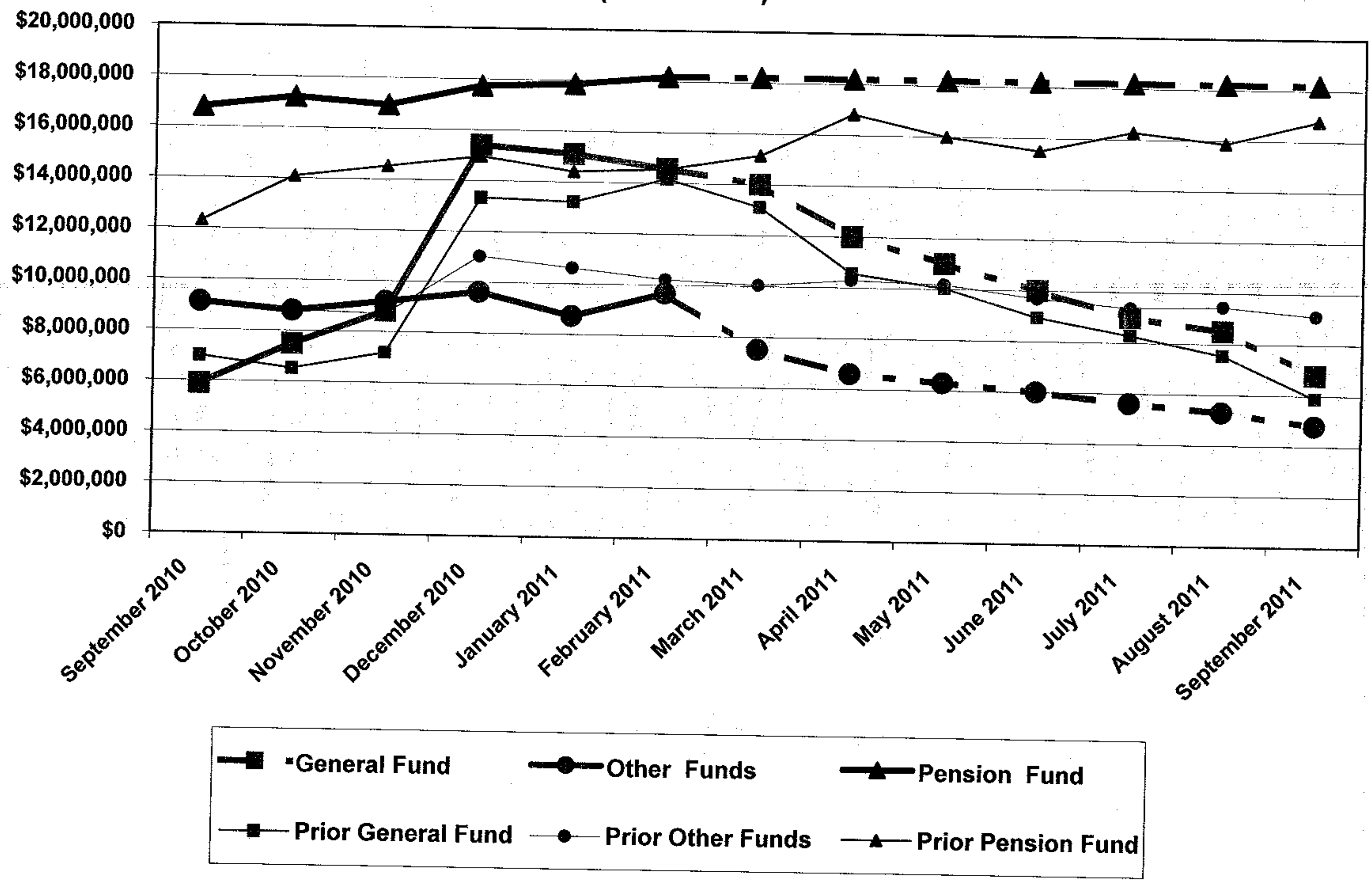




* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.

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

CITY OF PEACHTREE CITY
FISCAL YEAR 2011 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



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

CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE FIVE MONTHS ENDED FEBRUARY 2011

PERCENTAGE OF BUDGET YEAR COMPLETED 41.7% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 11,875,695	$ 10,780,408	$ (1,095,287)	90.78%
Franchise Taxes	2,410,507	1,116,549	(1,293,958)	46.32%
Local Option Sales Tax	6,587,035	2,689,706	(3,897,329)	**40.83%**
Other Sales & Use Taxes	691,547	285,085	(406,462)	**41.22%**
Business Taxes	2,174,768	2,035,600	(139,168)	93.60%
Licenses & Permits	691,371	429,509	(261,862)	62.12%
Intergovernmental/Grants	356,050	140,513	(215,537)	**39.46%**
Charges for Services - Other	893,454	308,484	(584,970)	**34.53%**
EMS Billings	513,625	204,244	(309,381)	**39.77%**
Fines & Forfeitures	1,151,239	507,589	(643,650)	44.09%
Investment Income	64,417	21,382	(43,035)	**33.19%**
Donations	13,914	610	(13,304)	**4.38%**
Other Revenue	114,667	52,674	(61,993)	45.94%
Other Financing Sources	329,665	117,699	(211,966)	**35.70%**
Total General Fund Revenues	$ 27,867,954	$ 18,690,052	$ (9,177,902)	67.07%
Surplus Carryover	(2,151,263)			
Total General Fund	$ 25,716,691			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 289,867	$ 133,951	$ 155,916	**46.21%**
Administrative Services	1,174,593	421,181	753,412	35.86%
Financial Services	981,731	389,978	591,753	39.72%
Police Services/Code Enforcement	6,176,051	2,528,099	3,647,952	40.93%
Fire/EMS Services	5,872,345	2,322,885	3,549,460	39.56%
Public Works	3,088,959	1,123,313	1,965,646	36.37%
Leisure Services	4,140,667	1,374,302	2,766,365	33.19%
Community Development Services	1,034,233	376,020	658,213	36.36%
Tourism Activity	99,135	45,748	53,387	**46.15%**
Non-Divisional:				
Unemployment Insurance	15,000	8,017	6,983	**53.45%**
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	23,130	23,130	-	**100.00%**
Transfer to Development Authority	-	-	-	0.00%
Development Authority Debt Service	139,624	118,732	20,892	**85.04%**
Transfers to Other Funds	2,880,878	1,580,660	1,300,218	**54.87%**
Liability Insurance	95,540	54,658	40,882	**57.21%**
Litigation Services	25,000	44,912	(19,912)	**179.65%**
General Administration/Miscellaneous	39,060	194	38,866	0.50%
Budgeted Savings	(359,122)	-	(359,122)	0.00%
Total General Fund	$ 25,716,691	$ 10,545,780	$ 15,170,911	41.01%

HOTEL/MOTEL FUND REVENUES

Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	$ 780,667	$ 339,856	$ (440,811)	43.53%

HOTEL/MOTEL TRANSFERS OUT

Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 260,222	$ 113,285	$ 146,937	**43.53%**
Transfer to Tourism Association	520,445	226,571	293,874	**43.53%**
Total Hotel/Motel Transfers Out	$ 780,667	$ 339,856	$ 440,811	**43.53%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF FEBRUARY 28, 2011

SUMMARY OF OVER $10,000 EXPENDITURES APPROVED BY CITY MANAGER
FEBRUARY 2011

Description	Vendor	Award	Date
NPDES Phase 2 NOI Annual H20 Quality Sampling	ISE	$ 39,275.00	02/11/2011

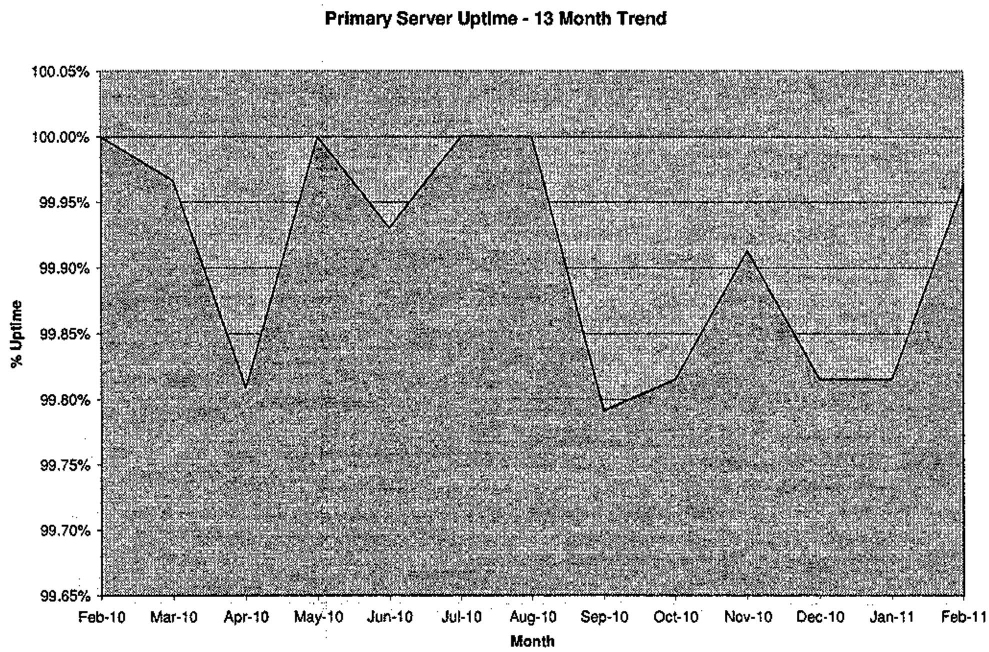
PURCHASING REPORT
FOR MONTH ENDED February 28, 2011 AND February 28, 2010

Activity	Fiscal Year 2011	Fiscal Year 2010
Purchase Orders / Requisitions Processed		
City Store Requisitions Processed	174	179
Sealed Bids Requested	13	9
Requests for Proposals	3	2
Bids Awarded	1	1
Requests for Proposals Awarded	0	0
Contracts Prepared	0	0
Electronic Auction	0	0
Fixed Assets Purchased	2	0
	0	2

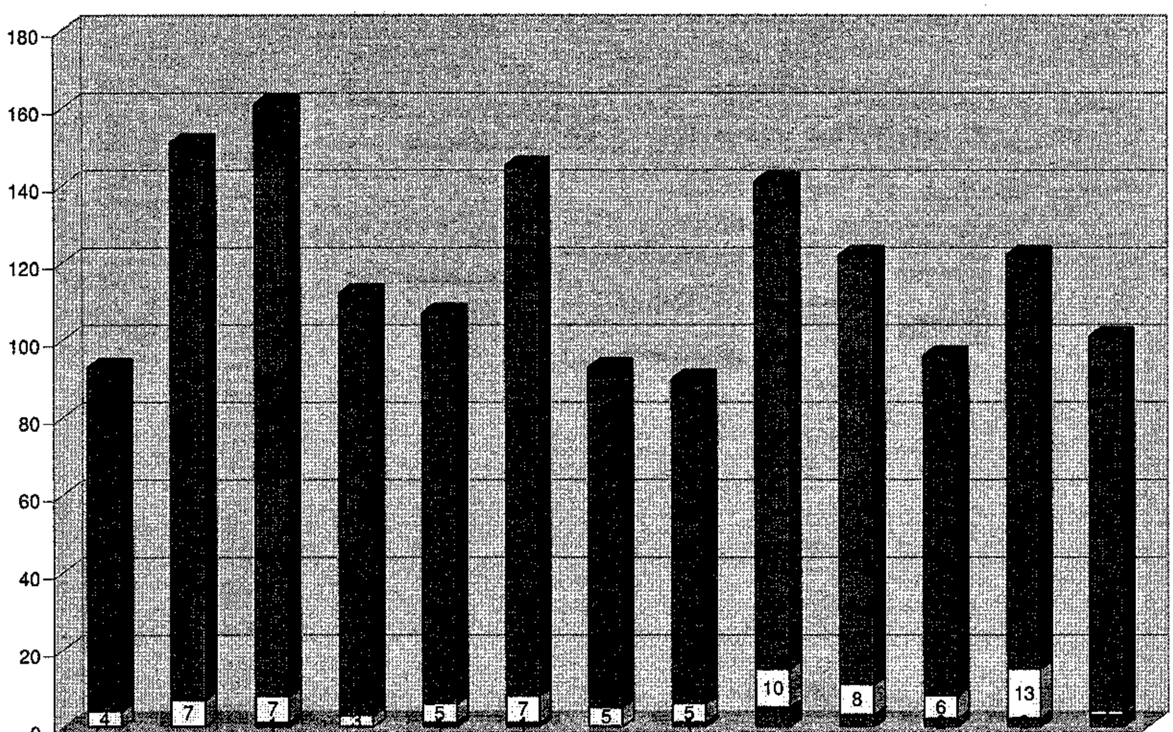
CITY OF PEACHTREE CITY
DONATIONS RECEIVED
FEBRUARY
2011

FIRE		
Wal-Mart	Public Safety Education Bus	$2,500.00
RECREATION		
PTC Dog Park Association	Dog Park	610.00
POLICE		
LaGrange	Explorer Fund	50.00
Robert & Christine Fauls	K-9	100.00
TOTAL MONTH OF FEBRUARY 2011		$3,260.00

City of Peachtree City
Information Technology Statistics and Trends
For Period Ending February 28, 2011
Report Date – March 8, 2011

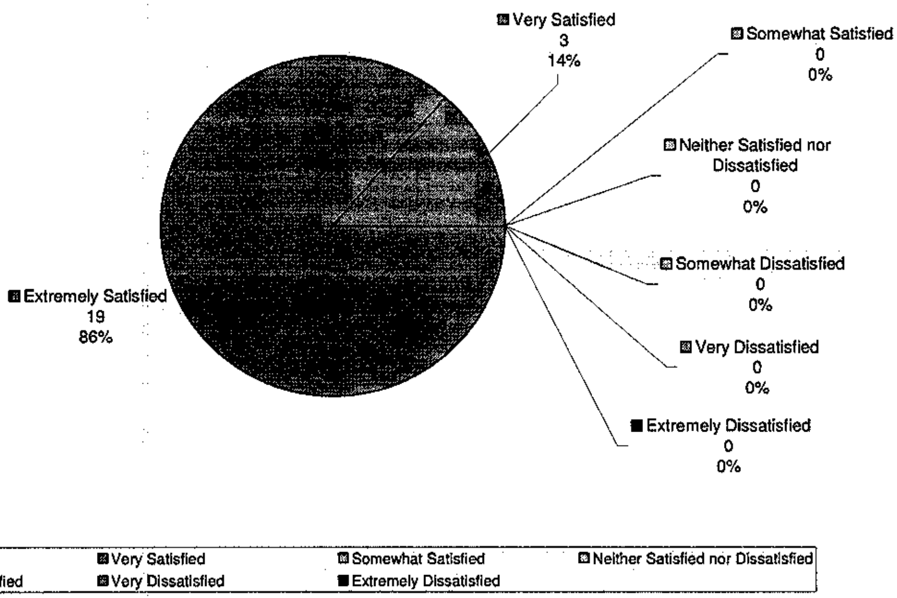


Issue Volume by Severity/Impact - SLA Tracked Support Calls - 13 Month Trend

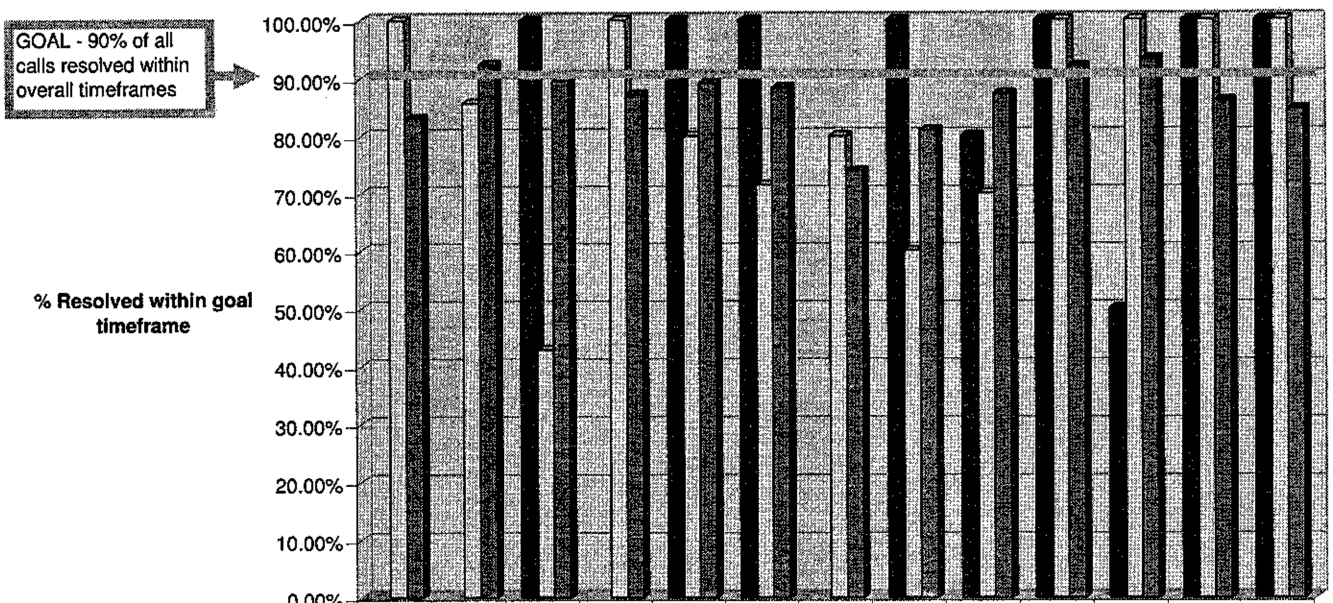


	Feb 2010	Mar 2010	Apr 2010	May 2010	Jun 2010	Jul 2010	Aug 2010	Sept 2010	Oct 2010	Nov 2010	Dec 2010	January 2011	February 2011
Number of "Normal" issues	89	144	153	109	101	137	86	84	128	111	88	107	97
Number of "Important" issues	4	7	7	3	5	7	5	5	10	8	6	13	1
Number of "Emergency" issues			1		1	1		1	5	3	2	2	3

End User Satisfaction - February 2011

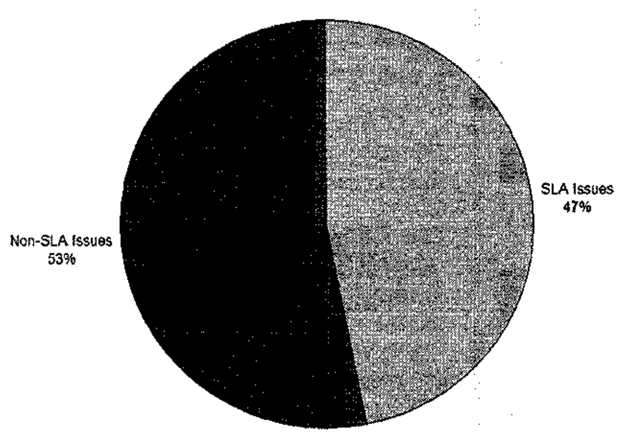


SLA - Call Resolution Goal Analysis - 13 Month Trend



	Feb 2010	Mar 2010	Apr 2010	May 2010	Jun 2010	Jul 2010	Aug 2010	Sept 2010	Oct 2010	Nov 2010	Dec 2010	January 2011	February 2011
Emergency Issues - % Resolved within 1 hour			100.00%		100.00%	100.00%		100.00%	80.00%	100.00%	50.00%	100.00%	100.00%
Important Issues - % Resolved within 4 business hours	100.00%	85.71%	42.86%	100.00%	80.00%	71.43%	80.00%	60.00%	70.00%	100.00%	100.00%	100.00%	100.00%
Normal Issues - % Resolved within 12 business hours	83.15%	92.36%	89.54%	87.16%	89.11%	88.32%	73.86%	80.95%	87.30%	91.89%	93.18%	85.98%	84.54%

SLA vs Non-SLA Issues, February 2011



Service Level Agreement (SLA) vs. Non-Service Level Agreement Issue Types

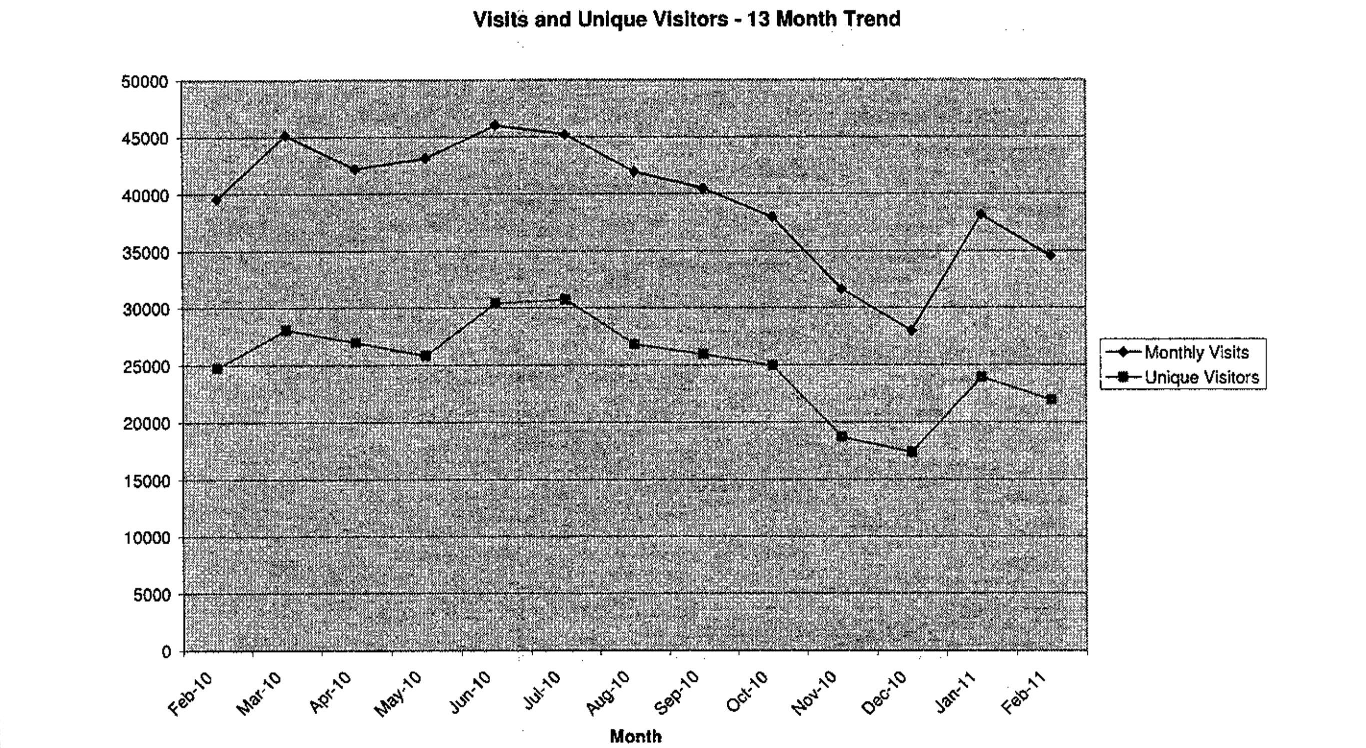
Types of SLA-tracked issues:

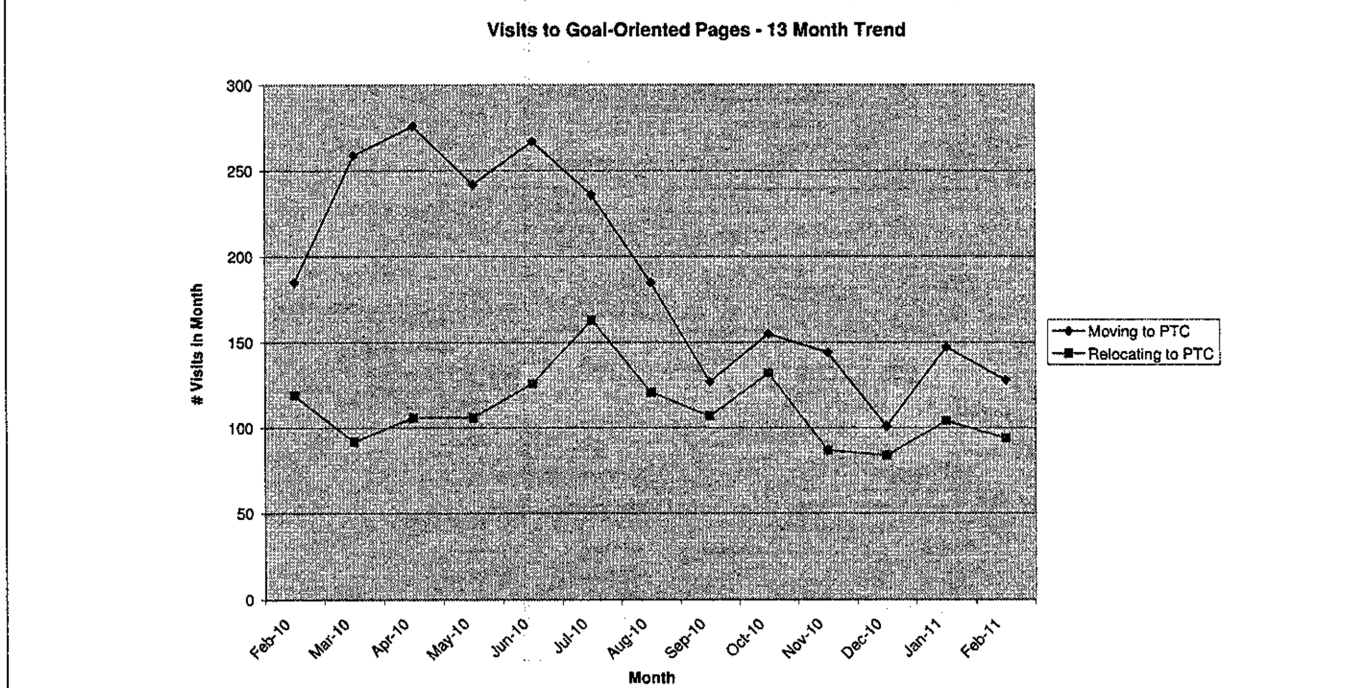
- Email – Undeliverables & Quarantines
- End User Support
- Specialized Printing Requests
- Telephone System Issues & Requests
- Virus/Spyware Infection
- Outages

Types of non-SLA issues:

- AV Setup Requests
- Custom Database/Web App Maintenance
- GIS Requests
- Maintenance
- Projects
- Requests Not Technical in Nature
- Training Requests

VISITS and VISTORS to http://www.peachtree-city.org





PEACHTREE CITY FIRE/RESCUE
MONTHLY REPORT
February 2011

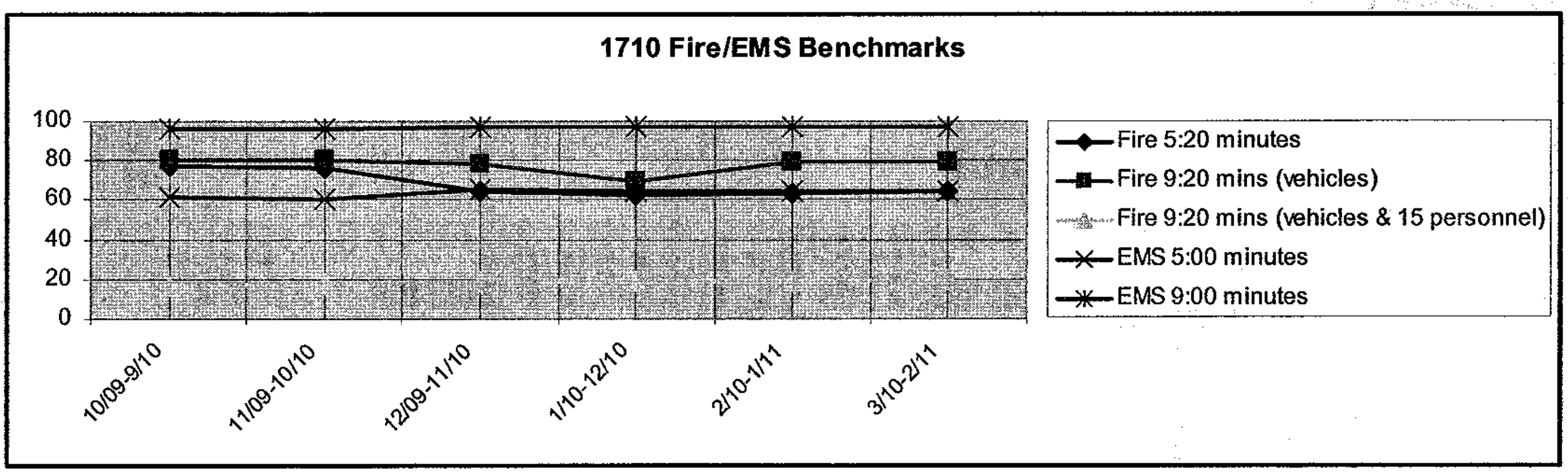
RESPONSE BENCHMARKS (MAR 10 – FEB 11)

A) ***63.51%*** **B) 79.42% C) 19.75% D) 64.45% E) 96.82%**

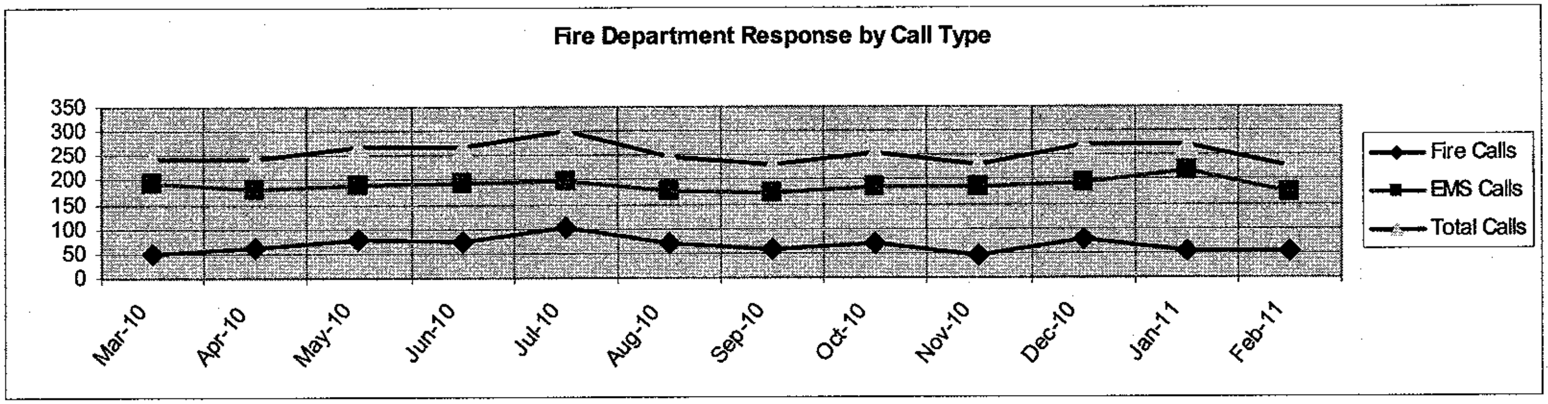
Benchmarks are based on NFPA 1710 Standards as follows:

A) Fire Call: First arriving Engine Company arrives in 5 minutes 20 seconds from notification 90% of time. (Engine & 4 Firefighters)
B) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (2 Engines,Aerial,Squad,Ambulance)
C) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (15 Firefighters)
D) EMS Call: First arriving EMS Unit arrives in 5 minutes from notification 90% of time. (EMS Unit & 2 EMTs/Paramedics)
E) EMS Call: Second arriving EMS Unit arrives in 9 minutes from notification 90% of time. (EMS Units & 4 EMTs/Paramedics)

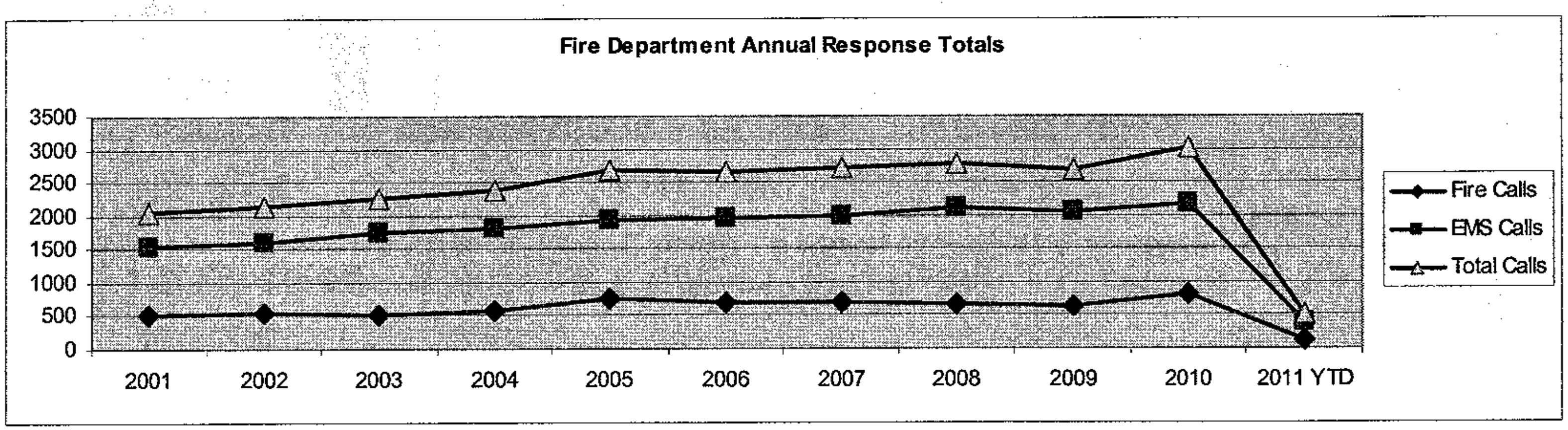
RESPONSE BENCHMARKS (6 MONTH LOOK-BACK)



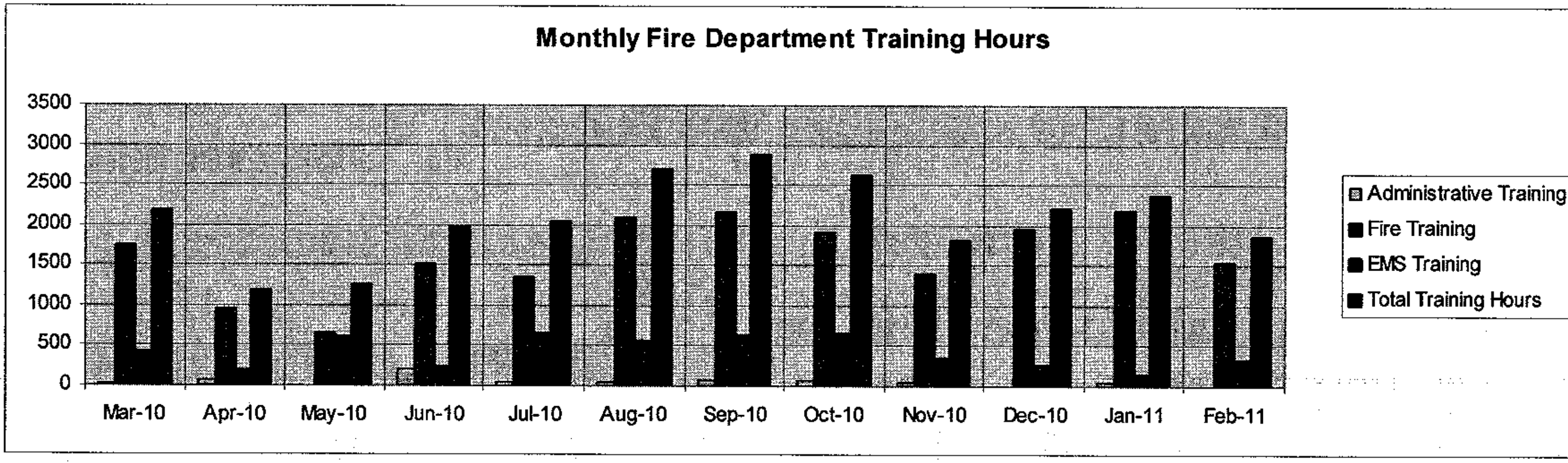
MONTHLY RESPONSES (Last 12 Months)



TOTAL ANNUAL RESPONSES (PAST 10 YEARS)

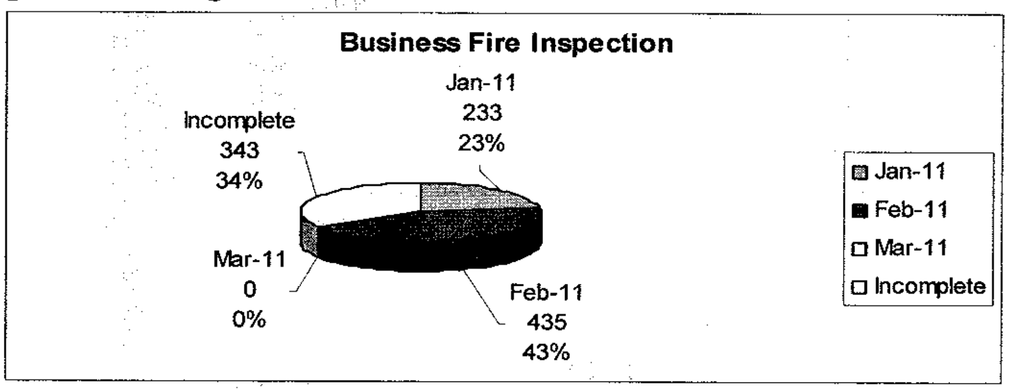


TRAINING HOURS (Last 12 Months)



QUARTERLY FOCUS AREA

Every Quarter the Fire Department has a different focus. This area of the monthly report will show where the department is in accomplishing its goal or requirement. The following are the focus areas and how many items must be completed or done per quarter. The charts will change with the quarter changes.



GOALS
Jan-Mar (Inspections-1011)
Apr-Jun (Hydrants-2151)
Jul-Sep (Pre-Plans- 1225)
Oct-Dec (Public Education-3500)

PEACHTREE CITY POLICE DEPARTMENT
2011 MONTHLY REPORT

	JANUARY 2011	FEBRUARY 2011	2011 Calendar Year to Date	2010 Calendar Year to Date
PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary				
TOTAL PART I CRIMES	**23**	**42**	**65**	**83**
DUI ARRESTS	16	19	35	32
DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)				
TOTAL DRUG ARRESTS:	13	8	21	18
ARRESTS				
PROPERTY CRIMES	20	17	37	43
PERSON CRIMES	8	4	12	20
CITY ORDINANCES	32	40	72	77
TRAFFIC OFFENSES	24	31	55	84
OTHER	63	20	83	27
CALLS ANSWERED:	**6,726**	**5,555**	**12,281**	**8,672**
TRAFFIC:				
CITATIONS ISSUED	681	595	1,276	1,682
WARNINGS	866	848	1,714	2,560
ACCIDENTS	76	71	147	154

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / HWY 54	3
HWY 54 / PEACHTREE PARKWAY	2
HWY 74 / PEACHTREE PARKWAY	2
HWY 54 / WILLOWBEND ROAD	2
HWY 54 / HUDDLESTON	2

Code Enforcement Monthly Report
February 2011

Case Types	New Cases	Notice of Violations		Citations	Unfounded
		Reactive	**Proactive**		
Cleanliness of Premises (Grass)	0	0	0	0	0
Cleanliness of Premises (Trash)	58	8	46	5	1
Cleanliness of Premises (Automobiles)	38	1	36	1	0
Parking Restrictions	32	5	25	0	2
Accessory Use to Dwellings	13	0	13	0	0
Signs Violations	21	0	19	2	0
Miscellaneous	29	5	18	0	6
Subtotals		19	157		
TOTALS	191	176		8	9

Signs Confiscated	69		
Tree Removal Permits Processed	99	Total Trees	612

Public Works Monthly Reports

Activity Description	Unit	February-11	FY2011 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	1	1	3
Average time to respond to a citizen complaint and assign action	Days	5.3	2.65	5
Streets				
Street Patching	Hrs.	374	853	2,500
Street Crack Sealing	Hrs.	0	0	435
Street General Maintenance	Hrs.	245	2,372	2,000
Storm Water Maintenance	Hrs.	619	2,026	12,480
Cart Paths				
Cart Path Paving	Ft.	1,127	5,222	21,000
Cart Path Litter Removal	Hrs.	120	600	1,250
Time to remove trees on paths once reported	Days	1	0.65	2
Cart Path Drainage Maintenance	Hrs.	256	1,438	1,450
Cart Path General Maintenance	Hrs.	591	3,116	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days	1	1	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	21	62	500
Contracted Services				
Time for contractor to remove trees once notified	Days	2.5	1.5	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	0	3	2
Time for contractor to remove dead animals and debris for road once notified.	Days	1	1	1
Fleet Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	4.0	2.32	3
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	N/A	5.30	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	6.0	3.08	6
Ratio of time spent on preventative matenance versus other repair items		1 TO 1.25	1 to 1.71	2 to 1

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

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term
Term of Appointment

February 2011
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples *10/1/096 - 9/30/12*	16	16	16	0		**100%**
Lynda Wojcik *10/7/10 - 9/30/13*	16	16	14	2	5/10/2010, 9/13/2010	**88%**
Joe Frazar *10/1/09 - 9/30/12*	16	16	15	1	5/10/2010	**94%**
Horace Batiste *10/7/10 - 9/30/13*	16	5	5	0		**100%**
David Conner *10/7/10 - 9/30/13*	16	5	5	0		**100%**
Frank Destadio Alternate *10/1/10 - 9/30/11*	16	5	4	1	01/25/2011	**80%**

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)
Term of Appointment

February-11
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Kai Wolter *07/15/2010 - 12/31/11*	15	15	14	1	06/14/2010	**93%**
Mark Ballard *Until no longer Recreation Commission Chairman*	15	15	14	1	05/19/2010	**93%**
Sherri Smith Brown *7/15/10 - 12/31/11*	15	10	9	1	09/15/2010	**90%**
Tim Dunlap *1/1/2011 - 12/31/2012*	15	8	5	3	10/20/10 11/15/10 1/19/11	**63%**
Don Haddix *1/1/11 - 12/31/11*	15	2	2	0		**100%**
Bill Rial *1/1/11 - 12/31/2012*	15	10	9	5	07/21/2010	**90%**
Becky She *7/15/10 - 12/31/11*	15	10	9	1	11/15/2010	**90%**

DEVELOPMENT AUTHORITY ATTENDANCE RECORD

4 YEAR TERM
Term of Appointment

FEBRUARY 2011
Report Date: Month-Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Todd Strickland 3/1/2008 - 2/28/2012	16	16	16	0		100%
Gerald Herzog 9/6/2007 - 9/5/2011	16	16	13	3	05/03/2010 9/1/10*, 11/23/10*	81%
Mark Hollums 3/7/2008 - 2/28/2012	16	16	16	0		100%
David Conner (fulfilling Schwab's unexpired term) 3/19/2009 - 2/28/2012	16	16	15	1	07/13/2010	94%
Sherri Smith Brown 9/10/2009 - 9/3/2013	16	16	14	2	8/2/10, 11/23/10*	88%
Mike Murtaugh 5/1/2010 - 4/30/2014	16	13	13	0		100%
Dan Adams (fulfilling Durham's unexpired term) 9/23/2010 - 3/31/2011	16	6	5	1	11/23/2010*	83%
Lee Whetstone (Alt): 5/1/10	16	13	9	4	5/17/10*, 9/7/10 11/23/10*, 12/6/10	69%

* Special Called Meeting

	Meeting Dates	
	02/22/2010	1
	03/01/2010	2
	04/15/2010	3
	05/03/2010	4
Special Called	05/17/2010	5
	06/07/2010	6
	07/13/2010	7
	08/02/2010	8
Special Called	09/01/2010	9
	09/07/2010	10
	10/04/2010	11
	11/01/2010	12
Special Called	11/23/2010	13
	12/06/2010	14
	01/03/2011	15
	02/07/2011	16

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Interim City Manager

FROM: Deputy City Clerk

DATE: March 1, 2011

SUBJECT: Alcohol License – NEW – The Beirut
March 17, 2011, Regular Meeting

Recommendation:
Staff recommends that Council approve the alcohol license for The Beirut.

Discussion:
The Beirut, a new restaurant located at 1025 North Peachtree Parkway (Kedron Shopping Center) has submitted a request for a new alcohol license. Mr. Hadi Bilal Rabai has requested he be appointed as the Licensee and License Representative.

Budgetary Impact:
The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the consumption sale of beer, and wine, which is $1,350, plus an additional $500 for Sunday Sales.

Attachment

PEACHTREE CITY
PLAN TO STAY™

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

Application For Alcoholic Beverage License

Business Name: The Beirut	Business Location: Kedron Shopping Center	
Nature of Business: Restaurant	Mailing Address: 1025 N. Peachtree Parkway	Business Phone Number: 678-364-0707
Name of Licensee: HADI BILAL RABAI	Home Address: 606 WEST MANOR	Home Phone Number: 770-527-5862
Name of License Representative: N/A	Home Address: N/A	Home Phone Number: N/A

Please indicate type of licenses applying for:

	Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer
X	Malt Beverage		Malt Beverage		Malt Beverage
X	Wine		Wine		Wine
	Distilled Spirits		Distilled Spirits		Distilled Spirits

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

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:
Hadi Bilal Rabai	606 WESTMANOR PTC	770.527.5862
NOUR M. Rabai	606 WEST MANOR PTC	770.906-7045

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

If YES, Please Provide Name of Employee: ______

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City:

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

Hadi Bilal Rabai

606 West Manor Peachtree City, GA 30269
Address

Has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendre, 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.

HCC

H.C. "Skip" Clark II
Chief of Police

2/28/11
Date

Major R.M. DuPree
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council
VIA:	Nikki Vrana, Interim City Manager NV
FROM:	Paul J. Salvatore, Financial Services Director P.S. Janet I. Camburn, Assistant Finance Director JC
DATE:	March 9, 2011
SUBJECT:	Budget Amendments – Fiscal Year 2011 *March 17, 2011 City Council Consent Agenda*

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2011 budget resolution.

Discussion:

Attached please find budget amendments 11-016 and 11-017 for fiscal year 2011 submitted for your approval. These budget amendments increase both revenues and expenditures in Special Revenue Funds. These particular funds are not budgeted during the annual budget process as there is no means to estimate the amount of revenue that the funds may generate in the fiscal year. Periodically the funds are reviewed and if an individual fund has received donations, grants, and fees, a budget amendment is presented to City Council to increase the revenue side of the budget by monies actually received with an off-set to a corresponding expenditure line item.

Budget Impact:

The total budget impact for the Special Revenue Funds is an increase in both revenues and expenditures in the funds by $36,670.

If you have any questions, please contact either Paul Salvatore or Janet Camburn.

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS – FY 11 – 3/17/2011 – CONSENT AGENGA

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-016

DATE March 17, 2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
Neighborhood Parks Fund				
200-6110-371050	xxx	Donations - Historical Marker	200	
200-1310-521200	xxx	Professional Services	200	
State Seizures Fund				
203-3210-351321	xxx	State Confiscated Funds	1,579	
203-3210-531175	xxx	Operating Supplies	1,579	
HAZMAT Fund				
204-3510-371008	xxx	Donations - Hazmat	5,000	
204-3510-531175	xxx	Operating Supplies	5,000	
Youth Council Fund				
207-6110-347930	xxx	Concessions - Youth Council	359	
207-6110-531175	xxx	Operating Supplies	359	
Fire/EMS Grants/Donations Fund				
208-3510-334100	xxx	State Operating Grant - GEMA	15,000	
208-3510-531175	xxx	Operating Supplies	15,000	
CERT Grant/Donations Fund				
209-3210-371000	xxx	Donations	3,150	
209-3210-531650	xxx	Small Tools & Equipment	500	
209-3210-531725	xxx	Uniforms	150	
209-3210-531175	xxx	Operating Supplies	2,500	
Police Donations Fund				
210-3210-371000	xxx	Donations - K9	100	
210-3210-371007	xxx	Donations - Misc.	740	
210-3210-531175	xxx	Operating Supplies	840	
Police Department Explorer Troop Fund				
211-3210-342900	xxx	Other Charges	76	
211-3210-371000	xxx	Donations	50	
211-3210-531175	xxx	Operating Supplies	200	
211-3210-531725	xxx	Uniforms	122	
211-3210-523700	xxx	Education & Training		196
Federal Seizures Fund				
212-3210-351320	xxx	Federal Confiscated Funds	1,995	
212-3210-531175	xxx	Operating Supplies	1,995	

Mid-year adjustment of Special Revenue Funds budget.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-017

DATE March 17, 2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
Athletic Fee Fund - PTC Travel Baseball				
231-6129-347907	xxx	Other Charges	295	
231-6129-541200	xxx	Site Improvements	295	
Athletic Fee Fund - PTC Little League				
232-6129-347907	xxx	Other Charges	2,195	
232-6129-541200	xxx	Site Improvements	2,195	
Athletic Fee Fund - PTC Lacrosse				
233-6129-347903	xxx	Other Charges	1,745	
233-6129-541200	xxx	Site Improvements	1,745	
Athletic Fee Fund - PTC Youth Basketball				
234-6129-347907	xxx	Other Charges	1,715	
234-6129-541200	xxx	Site Improvements	1,715	
Athletic Fee Fund - PTC BMX				
235-6129-347907	xxx	Other Charges	486	
235-6129-541200	xxx	Site Improvements	486	
Athletic Fee Fund - PTC Youth Football				
236-6129-347907	xxx	Other Charges	1,150	
236-6129-541200	xxx	Site Improvements	1,150	
Athletic Fee Fund - PTC Hockey				
237-6129-347907	xxx	Other Charges	330	
237-6129-541200	xxx	Site Improvements	330	
Athletic Fee Fund - GA Dist 4 Little League				
238-6129-347907	xxx	Other Charges	505	
238-6129-541200	xxx	Site Improvements	505	

Mid-year adjustment of Special Revenue Funds budget.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **Interim City Manager** MW

DATE: **March 7, 2011**

SUBJECT: **Consider Amendments to LUC Zoning, Establish Retail Caps for New Retail Development**
March 17, 2011, City Council Agenda

At the Mayor's direction, the public hearing on this agenda item will not be held due to the decision made by Council at the March 3 meeting regarding the proposed amendments to GC zoning, removal of the Special Use Permit criteria and establishing retail caps for new retail development. Per the City Attorney, Council can either continue the agenda item indefinitely or vote to deny the amendments.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	Mayor & Council Members
VIA:	Interim City Manager nv Chief of Police HCC (BT) Economic Development Coordinator
FROM:	Public Information Officer/City Clerk
DATE:	March 10, 2011
SUBJECT:	Consider Amendments to the Alcoholic Beverages Ordinance – Hours of Sale *March 17, 2011, City Council Meeting*

Recommendation:

That Council consider the ordinance amendment modifying hours of sale for alcoholic beverages and determine if a re-evaluation of the amendment is desired within a specific time-frame.

Discussion:

At the request of Council, staff reviewed proposed changes to the Alcoholic Beverage Ordinance regarding the hours of sale in local establishments. Local establishments have requested that the City modify the ordinance to provide a more competitive business environment.

Peachtree City's current ordinance imposes no hours of operation upon alcohol establishments within the City limits, with the exception of the requirement to close at midnight on Saturday night. Businesses that qualify for and obtain a Sunday Sales permit may reopen at 12:30 p.m. on Sunday. All others may reopen at 12:01 a.m. on Monday. Saturday night hours are extended to 1:00 a.m. when New Year's Eve falls on a Saturday.

Businesses who requested the change in hours cited several reasons pertaining specifically to Saturday hours:

- Some businesses estimate a reduction in food and alcohol revenue of nearly 50% on Saturdays compared to Friday nights
- Conference Centers/hotels hosting wedding receptions face difficulties for later events when they must stop serving at midnight
- Senoia and Newnan have establishments that stay open until 2:00 a.m. on Saturday nights

The proposed amendment does the following:

- Establishes a closing time of 2:00 a.m. every night of the week, including Saturday night (Sunday morning) to provide consistency and clarity in the ordinance, and helping to clarify the ordinance for both patrons and establishments in Peachtree City
- Establishes a "last call" time of 1:55 a.m., with the requirement that customers be out of the establishment by 2:30 a.m. every night
- Requires those establishments remaining open between midnight and 2:00 a.m. to install video surveillance equipment of the main customer and employee entrances and the parking area immediately adjacent to the establishment (hotels excluded from the parking lot requirement)
- Reduces the hours during which alcohol may be served in Peachtree City by 18%

Staff Positions:

The Economic Development Coordinator supports the change as a means to enhance the business climate for local establishments, levelize (wouldn't equalize be a better word) their opportunities to compete with surrounding areas, and address lost revenues being spent in other counties.

The Chief of Police has no objection to the change, noting that two additional hours on a single night of the week are not a significant source of potential problems. Further, amending the ordinance establishes consistency on every night of the week for enforcement, could curb instance of binge drinking to meet the current Saturday night closing requirements, and provides a local alternative on Saturday night for Peachtree City residents who wish to stay out past midnight and must currently drive outside the City and then return. Establishments that serve alcohol will still have the obligation to not over-serve patrons, incurring possible criminal and civil penalties for violating this requirement any night of the week.

The City Clerk's office does not have concerns about the ordinance because no additional licensing requirements are included in the administration of the ordinance.

Some members of Council have expressed an interest in evaluating the revised hours for a six-month period. With this in mind and because no significant staff involvement is anticipated due to the change, staff is recommending no additional licensing fees be adopted for the change in hours.

Budget Impact:

This item is estimated to have positive budget impact based on the licensees' projections for increased revenues, which would result in additional sales tax and mixed drink tax revenue for the City.

ORDINANCE NO. ________

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

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

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

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

(a) No alcoholic beverage may be sold by the package on Sunday.

(b) The sale of alcohol by establishments holding licenses to sell alcohol by the drink must comply with the following criteria:

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

(1) No beer, malt beverages, wine, or distilled spirits shall be sold, dispensed, delivered, or given away to any person from 2:00 am until 7:00 am, Monday through Saturday.

(2) No beer, malt beverages, wine, or distilled spirits shall be sold, dispensed, delivered, or given away to any person and from 2:00 am to 12:30 pm on Sunday.

(3) Last call for any alcoholic beverage can only comprise of one regular drink per person and any such sale must be completed by 1:55 a.m. All customers of the Licensee must leave the premises not later than 2:30 a.m..

(4) In order to promote a safe environment and to protect customers, owners, and employees of licensees, all licensees that serve alcoholic beverages between the hours of 12:00 midnight and 2:00 a.m. on any day will be required to install and properly maintain digital video equipment that will be able to record and monitor the primary customer entrance and the primary employee entrance of the licensed premises. This equipment shall be able to view, record, and clearly identify individuals that enter and leave said establishments and shall be capable of producing a retrievable image on film or tape that can be made a permanent record and enlarged through projection or other means.

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

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

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

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

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

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

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

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect on April 1, 2011.

This __________ day of ____________________ 2011.

____
Harold Logsdon, Mayor

____

____

____

____

Attest: ____________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **Interim City Manager**

FROM: **Public Information Officer/ City Clerk**

DATE: **March 11, 2011**

SUBJECT: **Consider Intergovernmental Agreement for 2011 Election**
March 17, 2011, City Council Meeting

Recommendation:

That Council approve and authorize the Mayor to sign the attached agreement with Fayette County for conducting the 2011 municipal election.

Discussion:

The City contracts with Fayette County for the County Board of Elections to conduct each municipal election. Fayette County owns the voting equipment and conducts annual elections, helping to ensure that Peachtree City's municipal elections are held in accordance with State and Federal law.

The attached agreement gives the Fayette County Board of Elections the authority to conduct the November 8 Municipal Election and any necessary Run-off Election in December. This includes transportation and setup of voting equipment, issuing absentee ballets, staffing the polls, and training and paying poll workers.

The City will reimburse the County for all expenses incurred in managing the election, and City Staff will continue to qualify candidates and notify the State of candidates who must file campaign reports.

Budget Impact:

The proposed FY 2012 Budget will include funding for the November 8 Election and a runoff-election, which will be required for any seat in which no candidate receives 50% plus one of the votes cast.

Fayette County
GEORGIA

RECEIVED
MAR - 9 2011
PEACHTREE CITY
CITY HALL

Where Quality Is A Lifestyle

Date : March 3, 2011

To : Fayette Towns & Cities

From : Tom Sawyer, Elections Supervisor Tom Sawyer

Subject : Intergovernmental Agreements – 2011 Elections

Enclosed is the Intergovernmental Agreement for Fayette County Elections to conduct your municipal elections during 2011. Please review, sign and return to the elections office as soon as possible. The Elections office will present this as a consent agenda item to be acted upon by the Fayette County Board of Commissioners and will return a copy to you for your records once executed by the chairman.

Please contact me if you have questions or need additional information regarding this agreement.

Fayette County Elections & Voter Registration
140 Stonewall Avenue West, Suite 208
Fayetteville, GA 30214
Phone : 770.305.5138
Fax : 770.719.5593
Cell : 404.863.5053

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTIONS

This Agreement entered into between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

W I T N E S S E T H:

WHEREAS, the City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. §21–2–45 of the Official Code of Georgia Annotated, the City may, by ordinance, authorize the County to conduct such election and the City has heretofore adopted such an ordinance;

WHEREAS, the County has staff and equipment to conduct such election; and

WHEREAS, the County desires to assist said City in the conduct of its municipal election.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of the City of Peachtree City general election to be held on November 8, 2011, and any and all run-offs which may be necessary and any special elections that may occur within 12 months of this Agreement.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the City or any of the City's officials in connection with the conduct of such election with the exception of the new duties of the Qualifying Officer and notification of the State Elections Commission concerning candidacy compliance.

3.

A City official shall operate as the Superintendent of qualifications of candidates. Such officer shall perform any and all functions of the City or any of its officials in connection with the qualifications of candidates in accordance with O.C.G.A.§ 21-2-45(C)(2). Further, such official shall be responsible for acting as the Qualifying Officer and notification of the State Elections Commission concerning candidacy compliance.

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the Center for Elections located at Kennesaw State University.

6.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing of the polling locations and training of the staff shall be provided by the County.

8.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the City. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies, and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be submitted to the City and the City shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

9.

The City shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the City. The City will furthermore reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of City elections. Said reimbursement shall be paid by the City within thirty days of invoice by the County.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

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

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the City.

FAYETTE COUNTY, GEORGIA

By: ______________________________
Herb Frady, Chairman
Board of Commissioners

Attest:

____

CITY OF PEACHTREE CITY

By: ______________________________
Don Haddix, Mayor

Attest:

____

BOARD OF ELECTIONS

By: Thomas L. Sawyer
Thomas L. Sawyer, Supervisor

Attest:

Karen Hunter

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Interim City Manager** M
Finance Director P.S.
Assistant Finance Director
Purchasing Agent

FROM: **Recreation Administrator for Director of Leisure Services**

DATE: **March 10, 2011**

SUBJECT: **Consider Budget Amendment and Tennis Court Resurfacing at Tennis Ctr.**
March 17, 2011 Council Meeting

Recommendation: That Council approves Southeastern Tennis Courts at $29,690 to clean, fill cracks, resurface and repaint lines on six (6) outdoor tennis courts at the Tennis Center.

Discussion: This expense was unanticipated and has been attributed to the severe ice storm that occurred in January. This project falls within the scope of work the City agreed to perform as part of the management contract with Sequoia/Canongate. Five bidders responded to the bid and Southeastern Tennis Courts was the low bidder.

NAME	BID
Southeastern Tennis Courts, Inc	$29,690.00
Talbot Tennis	$30,777.00
Creative Courts	$30,855.00
Court Makers	$32,300.00
Sports Turf Company	$35,555.00

Budgetary Impact: The project is unfunded in the Recreation Department's FY11 budget. Funding is being requested from the General Fund Reserves in the amount of $29,690. The tenant does pay the City $24,000 yearly which helps to defray costs such as this improvement.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**Interim City Manager** MW **Community Development Director** DAG for DEC
FROM:	**City Engineer** David A. Borkowski
DATE:	**March 10, 2011**
SUBJECT:	**HB 277 – Transportation Investment Act – Peachtree City Unconstrained Investment Project List** ***March 17, 2011, City Council Meeting***

Recommendation:

That Council provide a consensus on the priority of which Peachtree City projects that staff will actually fill out project submittal forms for to submit to the Georgia Department of Transportation (GDOT) and the Atlanta Regional Commission (ARC) for the HB 277 Unconstrained Investment Project List.

Discussion:

Staff has been working with the other municipalities and the County over the past several weeks to come up with a financially unconstrained list of transportation projects. These projects came from already approved transportation plans like the recently adopted County Transportation Plan (CTP).

For Peachtree City, the attached list (Attachment A) contains all the projects from the CTP, regardless of if they meet the Regional Criteria for the Atlanta 10-County Special Tax District (Attachment B), with the exception of multi-use paths. Since we have so many paths on the City's master plan, staff came up with four groups of projects that best fit the guidance provided by Todd Long, Planning Director with the GDOT.

During staff's presentation on this agenda item, the City Engineer will go over the Regional Criteria and then go through each City project on the unconstrained list. The City Engineer will then demonstrate the strengths and weaknesses of each project and solicit guidance from Council on whether or not to fill out the project submittal forms (Attachment C) for that project in order to meet the March 25 deadline.

Budget Impact:

There is no budget impact on this request, only staff time in preparing the necessary forms.

Attachments

Attachment A

A- Roadway Capital

No.	Project	Comment	Sponsor
13	MacDuff Parkway Extension Phase 2	Extension to Kedron Drive North. This new road segment will provide a needed alternate for commuters to by-pass the intersection of SR 74 and SR 54 and reduce congestion at this intersection.	PC
12	MacDuff Parkway Extension Phase 1	Extension to Kedron Drive South. This new road segment will provide a needed alternate for commuters to by-pass the intersection of SR 74 and SR 54 and reduce congestion at this intersection.	PC
21	Line Creek Drive/Circle	Overlay and construction of curb and gutter of Line Creek Drive and Line Creek Circle and extension of Line Creek Circle to Huddleston Road to the East and MacDuff Crossings Shopping Area to the West.	PC
23	Northwest Collector	New Street from the intersection of North Kedron Drive and MacDuff Parkway to Minix Road (featured originally in Peachtree City Transportation Plan). This requires connection to Coweta County via a bridge over Line Creek to make connection to Minix Road. Coordinate with MacDuff Pkwy Extension.	PC
16	SR 74 South Interparcel Connection (i.e., frontage road)	Addition of new street from Sierra Drive to Dividend Drive.	PC
22	Northeast Collector	New Street connecting Sumner Road to Dogwood Trail (featured originally in Peachtree City Transportation Plan). Envisioned to be constructed and funded by a private developer.	PC

B – Road and Bridge Maintenance (asset management)

No.	Project	Comment	Sponsor
6	Structure 113-5028-0	Steel plate culverts under Peachtree Parkway over Flat Creek Tributary. Rated "Fair" on DOT Biennial report. May need maintenance to bring up to good condition.	PC
7	Structure 113-5026-0	Steel pile bridge structure on Flat Creek Road over Flat Creek. Rated "Fair" on DOT Biennial report. Piles need painting, deck maintenance, and erosion repairs to bring up to good condition.	PC
8	Structure 113-5034-0	Steel pile bridge structure on Smokerise Trace over Kedron Creek. Rated "Fair" on DOT Biennial report. Piles need painting and erosion repairs needed to bring up to good condition.	PC
9	Structure 113-5035-0	Steel pile bridge on Smokerise Trace over Flat Creek. Rated "Fair" on DOT Biennial report. Piles need painting and deck joints need repaired to bring up to good condition.	PC
	Structure 113-5064-0	Corrugated Metal Pipe culvert on Spear Road over Camp Creek. Rated "Fair" on DOT Biennial report. Excessive undermining and scour should be repaired at downstream end.	PC
10	Structure 113-5039-0	Metal Culvert on Crosstown Drive over Flat Creek. Rated as "Fair" on the DOT Biennial Report. Pipe invert corrosion needs repair as well as downstream scour to bring up to good condition.	PC

C - Safety and Traffic Operations

No.	Project	Comment	Sponsor
4	Robinson Road Intersection Improvements	Operational and safety improvements needed at several intersections along Robinson Road, including: Redwine, Crosstown, and SR 54. Failing LOS in select areas.	PC
2	SR 54 at Commerce Drive	Existing operational and safety issue. Proposed project is to close median on SR 54 and provide another signalized location for traffic to ingress/egress commercial area. High accident rate.	PC
1	Peachtree Parkway Intersection Improvements	Safety issues at multiple Parkway intersections, including Crosstown Drive, Braelinn Road, Georgian Park, Tinsley Mill and Loring Lane. Study and possible improvements needed to address significant number of accidents at these locations. Some areas have failing LOS. Possible signal at Braelinn. Project scope to also include expansion of multi-use path along Peachtree Parkway.	PC
3	SR 74 at Kedron Drive South	Existing operational and safety issue. Proposed project is turn lanes and signalization to provide safer ingress/egress from Kedron Drive. Intersection not meet warrants at this time.	PC
5	TDK Boulevard and Dividend Drive	Turn lane improvements and possible signalization when warranted.	PC
8	SR 54 at Walt Banks Road	Intersection improvements to improve safety and operations in the future.	PC

D - Freight and Logistics

No.	Project	Comment	Sponsor

E – Aviation

Airport has stated that they do not have any projects for consideration

F - Bicycle and Pedestrian

No.	Project	Comment	Sponsor
1	Add paved shoulder to portions of SR 54 between Peachtree City and Fayetteville	This project is recommended in the Atlanta Region's *Bicycle Transportation & Pedestrian Walkway Plan.*	GDOT
3	South Industrial Park Path Connection	This project starts at the recently finished Flat Creek Bridge SOUTH along a greenbelt\sewer line easement behind the FAA bldg to the BSC tunnel under SR 74. From the BSC tunnel the path would continue North along the right-of-way of SR 74 in front of Cooper Lighting, SANY America, and several other major employers. The path would terminate at Dividend Drive.	PC
4	Southeast Industrial Park Path Connection	This project starts at the recently finished Flat Creek Bridge and would travel NORTH along a greenbelt\sewer line easement behind industrial park and connect to the retail/restaurant corridor Crosstown Drive. The second part of this path would cross Crosstown Drive (on-grade) and connect to the Hotel and commercial area.	PC
5	Wilshire Shopping Center/Rite-Aid Tunnel Path Connections	This project starts at the parking lot of the Rite-Aid Pharmacy. From here a path would connect to a tunnel currently under construction under SR 74. From the tunnel it will travel South along Rockaway Rd to connect to the existing Meade recreation fields. The second part of this path includes a connection South along Rockaway Rd to a proposed age restricted condo subdivision and commercial area. The third phase of this path connects Meade Fields on the East side of Rockaway Rd to the proposed retirement and assisted living subdivision of Somerby on the West side.	PC
6	SR 54 West and Gateway Bridge Path Connections	This project would consist of building a multi-use path bridge over SR 54 adjacent to Wynnmeade Park way, as well as ramp connections to the commercial property to the south of 54 and the existing path system and Wynnmeade Parkway to the north. This project would also involve constructing a path connection from the Line Creek Nature Area to the east.	PC

G - Transit Capital – *no eligible projects*

H - Transit Operations & Maintenance – *no eligible projects*

Attachment B

REGIONAL CRITERIA FOR THE ATLANTA 10-COUNTY SPECIAL TAX DISTRICT

- These Regional Criteria for development of an investment list of projects and programs were developed based on the Final Recommended Criteria from the GDOT Director of Planning, 11/8/10, and refined by Roundtable Members during recent Conference Calls. Content changes are underscored.
- The Regional Criteria do not apply to the 15% Local Share to be distributed by formula to cities and counties.

Framework for the Atlanta Region Investment Criteria

Definitions:

- Unconstrained Example Investment List – an example list of projects that comport with approved criteria developed by the Director of Planning; list does not have to be fiscally constrained.
- Constrained *Draft* Investment List – developed from the Unconstrained Example Investment List by the Roundtable's Executive Committee in collaboration with the Director of Planning; list is fiscally constrained by the projected revenue of a 10-year sales tax.
- Constrained *Final* investment List – developed from the Constrained *Draft* Investment List (and amended with projects from the Unconstrained Example Investment List, if needed) by the Roundtable and approved; list is fiscally constrained by the projected revenue of a 10-year sales tax and deliverable within the 10 year timeframe.
- Discretionary Funds- 15% of all revenue collected by the sales tax will be redistributed to the counties and cities within the region using the LARP factor (a combination of population and lane miles). Each jurisdiction will determine how to spend these dollars. Projects are not subject to the criteria or the Roundtable's approval. However, these projects will play an important role in the public's approval of a regional sales tax.

Process:

- After the criteria are approved by the Roundtable, the Director of Planning, in collaboration with ARC and local jurisdictions, will develop the Unconstrained Example Investment List by evaluating the extent to which submitted projects satisfy the approved screening criteria.
- Projects that meet the criteria, align with the SSTP and PLAN 2040, area currently listed I an approved plan and can be delivered within the timeframe of the regional sales tax will be eligible for inclusion on the Unconstrained Example Investment List.
- Next, the Director of Planning will determine the specific public benefits to be expected upon the completion of each project on the Unconstrained Example Investment List and asses how each project furthers the goals of the Atlanta region's investment criteria. A number of performance

measures will be used to evaluate each project's contribution. Metrics from the Statewide Strategic Transportation Plan and Plan 2040 will be used to determine the public benefit for each project. The performance measures and public benefits will be provided along with the Unconstrained Example Investment List to the Roundtable and the Executive Committee. These are intended to assist the Executive Committee and the Roundtable in selecting the best projects and provide the region's citizens a solid evaluation of the use of their sales tax dollars.

- The Executive Committee in collaboration with the Director of Planning will use all this information and extensive public feedback to create the Constrained Draft Investment List from the Unconstrained Example Investment List (due to the Roundtable no later than August 15, 2011). The law only requires two public hearings, but it is the intention of the Atlanta Roundtable to do extensive public outreach including polling and public forums throughout this process.
- The Roundtable may also use this information to amend the Constrained Draft Investment List with projects from the Unconstrained Example Investment List to create the Final Investment List (Roundtable must approve by October 15, 2011).
- Finally, if the regional sales tax referendum is approved by the voters of a special district, the Director of Planning will track and report on the funding, execution, and performance of the projects in the district's Constrained Final Investment List.

Final Recommended Criteria for the Atlanta 10-County Special Tax District

I. The project list should support the **performance goals** of the Statewide Strategic Transportation Plan:

- Support Georgia's economic growth and competitiveness.
- Ensure safety and security.
- Maximize the value of Georgia's assets, getting the most out of the existing network.
- Minimize the impact on the environment.

II. The project list should achieve the following **outcomes**:

- Achieve the best value for taxpayers' dollars and improve the region's transportation network.
- Transportation projects[1] delivered on time and on budget.
- Public support for projects funded by the regional sales tax and public trust that state and local governments will deliver on their promises.
- Investments should improve regional mobility.

III. The project list development should be guided by the following **principles**:

- Investment list is developed with a focus on deliverability.
- Projects should come from existing plans and/or studies (for example, the GDOT work program, ARC long range plan and short range program, ARC Congestion Management Process, county transportation studies, etc.).
- Investment list is consistent with the policies of the SSTP and policies of the Atlanta Region's PLAN 2040.
- Investment list encourages effective multimodal solutions that appeal to a broad spectrum of the region's citizens and address the region's rapidly growing older adult population.

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[1] "Project" means, without limitation, any new or existing airports, bike lanes, bridges, bus and rail mass transit systems, freight and passenger rail, pedestrian facilities, ports, roads, terminals, and all activities and structures useful and incident to providing, operating, and maintaining the same. The term shall also include direct appropriations to a local government for the purpose of serving as a local match for state or federal funding.

- The project list should demonstrate regional equity in order to ensure it attracts the support of voters from the entire region. Regional equity will be measured by the outcomes of specific projects not the dollar amounts spent on projects in specific jurisdictions.

- Both the unconstrained and final list of projects may include "packaged projects" that address connectivity issues for the regional transportation network. These projects can include, but are not limited to, last mile connectivity, bicycle, pedestrian safety and capital resurfacing and rehabilitation projects.

- The criteria are designed to create a list of projects that have public support, can be delivered, and produce results for the citizens. The criteria are intended to be interpreted with enough flexibly to achieve these objectives and to create an overall list that is supported by the roundtable and the citizens of the region.

IV. Projects will be evaluated by the following **criteria**:

a. Applicable to All Program Areas

i. Emphasis will be on the construction phase or acquisition of capital equipment; however project phases other than construction can be included in the Unconstrained Example Investment List. Preference will be given for preliminary engineering, right-of-way, and environmental reviews which ultimately deliver a construction project within the 10-year sales tax period.

ii. Each project phase included in the investment list, and each phase necessary to complete the same, regardless of funding source, must demonstrate full funding. For projects with preliminary engineering and/or right-of-way funded by Transportation Investment Act revenue, construction funds must be shown in the Atlanta region's long range transportation plan adopted by ARC.

iii. Emphasis will be on delivery. All project phases funded with Transportation Investment Act revenue should be able to be completed or underway within ten years. The Director of Planning recommends that approximately 40% of the total expected Transportation Investment Act funding should be allocated to project phases that could be completed or underway within six years of the start of the regional sales tax, and the remaining funds should be allocated to projects that could be completed or underway within ten years of the start of the regional sales tax. (Excludes 15% discretionary local share to be distributed by formula to cities and counties.)

b. Roadway Capital

The projects that qualify under "roadway capital" serve origins or destinations of trips to/from and within major existing and proposed employment and activity centers throughout the region.[2] Qualified roadway capital projects should improve the most congested regional corridors as determined through ARC's Congestion Management Process, Regional Strategic Transportation System and Regional Thoroughfare Network. These projects could be new roads, roadway widenings, interchanges, interstate improvements, bridges, etc.

c. Roadway and Bridge Maintenance (asset management)

i. Priority for resurfacing/rehabilitation needs are for facilities on the Regional Strategic Transportation System developed by the ARC, with emphasis on connecting major regional employment or activity centers. Priority will be based on risk and on PACES ratings provided by GDOT. (Note: Off-system resurfacing should be pursued using the 15% discretionary share.)

ii. Bridge maintenance and replacement shall be determined based on ratings provided by GDOT.

d. Safety and Traffic Operations

i. Safety

a) Projects that align with the key emphasis areas of the Governor's Strategic Highway Safety Plan (SHSP).

b) Priority is given to projects that correct or improve a road location or feature with high potential for safety improvement, or addresses a specific highway safety deficiency. The objective of each project must be to reduce fatalities and serious injuries.

c) Projects may include intersection improvements to address safety concerns, shoulder widenings, pedestrian/bicycle safety improvements, hazard eliminations at rail-roadway crossings, traffic calming measures, installation of guardrails, crash attenuators, traffic signal upgrades, signage, and pavement marking improvement projects, etc.

ii. Traffic Operations

a) Projects that improve or enhance the region's intelligent transportation system network, incident management program, or signal coordination and timing.

b) Projects addressing an existing operational issue resulting in an improved level of service or reduction in delay or other congestion costs.

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[2] Major regional employment and activity centers are Region Centers and Regional Town Centers as defined in ARC's PLAN 2040 Regional Development Guide.

e. Freight and Logistics

i. Projects that address the demand for goods movement into, out of, and within the state as identified through the Statewide Freight and Logistics Study (ongoing), the Atlanta Regional Freight Mobility Plan and the Atlanta Strategic Truck Route Master Plan adopted by the ARC.

ii. Projects that enhance the flow of freight transported by trucks and/or rail.

iii. Projects that facilitate the transfer of freight between modes.

f. Aviation

i. Projects at new or existing airports that are contained in the airport's 5-year Airport Capital Improvement Program submitted annually to GDOT and FAA. The types of projects included in this area are runways, taxiways, aprons, and navigational aids.

ii. Projects consistent with the goals and objectives of Georgia's Statewide Aviation System Plan.

g. Bicycle and Pedestrian

i. Projects consistent with the Atlanta Region's Bicycle and Pedestrian Plan.

ii. Projects that provide connectivity to/from or within a major regional employment or activity center.

iii. Projects that provide connection to/from existing or planned transit including bus stops and multi-modal centers.

(Note: Projects such as landscaping and recreational paths should be pursued using the 15% discretionary share.)

h. Transit[3] Capital

i. To comply with the Transportation Investment Act Section 7, the highest consideration will be given to the projects that are most highly prioritized by ARC (in conjunction with the Director of Planning and GRTA) per economic benefit, lowest environmental impact, and completion of environmental permitting (O.C.G.A. 50-32-5 (f)). Capital expenditures may include new, systematic replacement, upgrades, refurbishment, and other capital project expenditures.

ii. New fixed guideway facilities should also include a 20-year operating plan. Funds for the operations may come from any identified source including Transportation Investment Act transit operation funds and its authorized reserves under O.C.G.A. 48-8-241(c).

iii. Transit projects should be part of an existing system or have independent utility.

[3] Transit means any new or existing bus and rail mass transit systems, passenger rail, and all activities and structures useful and incident to providing, operating, and maintaining the same.

iv. Transit service for the proposed project should satisfy at least two of following:
   a) cross a county border;
   b) directly serve a major regional employment or activity center;
   c) carry a forecasted average 4,000 weekday boardings upon opening; and/or
   d) connect to an existing or under construction fixed guideway facility as defined by FTA.

v. Transit projects should serve areas with land use ordinances that enable increased development densities around stops and stations.

i. Transit Operations and Maintenance

Any funding must first preserve the existing regional transit service. After the existing service is addressed, operations and maintenance funding from the regional sales tax would then be allocated to new transit projects. Existing regional service is defined as the transit service in operation in the Atlanta Region as of January 1, 2011 (consistent with the Transportation Investment Act or any amendments) that satisfies at least two of following: (1) crosses a county border; (2) directly serves a major regional employment or activity center; (3) carries an average of 4,000 weekday boardings; and/or (4) connects to an existing or under construction fixed guideway facility as defined by FTA.

APPENDIX A: Illustrative Investment Guidelines

The table below serves only as a guide as to how investments can be allocated to meet the goals of the Statewide Strategic Transportation Plan:

Program Areas	Investment Guidelines (%)	Illustrative Estimate Over 10 Years Based on Draft Economic Projections[4], ($)
Roadway Capital	20% - 50%	$1.5 - $3.7 Billion
Roadway & Bridge Maintenance (Asset Management)	0% - 10%	$0 - $740 Million
Safety and Traffic Operations	5% - 15%	$37 Million - $1.1 Billion
Freight & Logistics	0% - 5%	$0 - $370 Million
Aviation	0% - 5%	$0 - $370 Million
Bicycle and Pedestrian	1% - 5%	$74 - $370 Million
Transit Capital	10% - 40%	$74 Million - $3.0 Billion
Transit Operations & Maintenance	5% - 20%	$37 Million - $1.5 Billion

[4] These numbers may change based on the final projections to be provided by the State Economist.

Attachment C

Georgia Department of Transportation
Office of Planning

TRANSPORTATION INVESTMENT ACT OF 2010
*Unconstrained Investment List Project Submittal Form**

Project Submittal Form – Atlanta 10-County Regional Commission Area**

1. **Project Name:** ______________________

   Location (city, county, counties) ______________________

2. **Lead Agency:** ______________________

   Address: ______________________

   Contact (name, e-mail, phone): ______________________

3. **Program Area (Select all that apply):**

☐	Roadway Capital	☐	Aviation
☐	Roadway & Bridge Maintenance (Asset Management)	☐	Bicycle and Pedestrian
☐	Safety and Traffic Operations	☐	Transit Capital
☐	Freight & Logistics	☐	Transit Operations & Maintenance

4. **Project Purpose:**

5. **How does project meet the adopted Atlanta Roundtable criteria?**

6. **Public Benefit (Check all that apply and explain how the project can achieve that goal):**

☐	Enhance safety	
☐	Congestion relief	
☐	Economic development	
☐	Increase modal options:	
☐	Other (describe)	

*Submittal form for projects and programs that meet the adopted Atlanta Roundtable criteria. Project submittal requirement and criteria <u>do not apply</u> to the 15% local share to be distributed by formula to cities and counties.

**Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale Counties

7. **Project Description Summary:** On an attached sheet and limited to 250 words, provide a detailed description of the project that includes location/limits (especially city and county limits), project components and functional improvements. Please provide an 8½" x 11" black & white or color map of the project location noting project limits or service area. Map must be clear and legible and include street detail.

8. **Total Project Funding (current dollars) for:**

Phase/Scope	Total Cost ($)	Total Amount Requested ($)
Design		
Right-of-Way		
Construction		
Other (describe)		
Transit Operations		
Transit Capital		

9. **Project Readiness:**

a. Project is programmed/adopted in local or regional plans consistent with adopted Atlanta Roundtable guidance. Check all that apply. For GDOT and ARC plans and programs, include project number. For county plans and transportation studies, include title and date adopted.

- ☐ GDOT Construction Work Program (CWP): ____________________
- ☐ GDOT State Transportation Improvement Program (STIP): ____________________
- ☐ ARC Regional Transportation Plan or Transportation Improvement Program (TIP): __________
- ☐ County Capital Improvement Plan: ____________________, date: __________
- ☐ County/City Comprehensive Plan: ____________________, date: __________
- ☐ Transportation Study: ____________________, date: __________
- ☐ Other ____________________, date: __________

b. Provide the percentage complete for the following:

Phase, if applicable	% Complete	... as of (date)
Environmental documentation		
Design plans		
Right-of-Way Acquisition		

10. **If funding were available today, provide the estimated completion time for each phase:**

Phase	Number of Months
Design (if applicable)	
Right-of-Way (if applicable)	
Construction	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
FROM:	**Interim City Manager** mv
DATE:	**March 11, 2011**
SUBJECT:	**Resolution for Support of Countywide Submittal of HB 277 Transportation Investment Act Unconstrained Projects** ***March 17, 2011, City Council Meeting***

Recommendation:
Staff recommends that Council sign the attached resolution in support of the join submittal of the Transportation Investment Act Unconstrained Project List.

Discussion:
In accordance with the regulations outlined in HB277, it has been established that the project submittal forms for the unconstrained projects must be submitted to the Department of Transportation (DOT) and Metro Planning Organization for the jurisdiction (Atlanta Regional Commission – ARC) no later than March 31, 2011 in order to be considered for the fiscally constrained list.

Budget Impact:
None

RESOLUTION TO SUPPORT THE TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT SUBMITTAL

WHEREAS, Fayette County and the municipalities of Fayetteville, Peachtree City, Tyrone, Brooks and Woolsey have worked together to develop the Unconstrained Project List as required by the Transportation Investment Act of 2010 (TIA); and

WHEREAS, it is desirable to submit the list jointly with Fayette County and the other jurisdictions in the County; and

WHEREAS, this list was developed from the Fayette County Comprehensive Transportation Plan; and

WHEREAS, this list was prioritized by a countywide group of elected officials and staff; and

WHEREAS, this list represents the financial unconstrained list of projects; and

WHEREAS, the governing body of each entity has considered this Resolution at an official meeting and has duly acted upon it on the dates indicated below;

NOW, THEREFORE, BE IT RESOLVED, by the governing bodies of Fayette County and the municipalities of Fayetteville, Peachtree City, Tyrone, Brooks, and Woolsey, to confirm support of the joint submittal of the attached Transportation Investment Act Unconstrained Project List.

FAYETTE COUNTY Attest:

______________________ Date: ____________ ______________________

Herbert Frady, Chairman County Clerk

CITY OF FAYETTEVILLE Attest:

______________________ Date: ____________ ______________________

Kenneth T. Steele, Mayor City Clerk

CITY OF PEACHTREE CITY Attest:

______________________ Date: ____________ ______________________

Don Haddix, Mayor City Clerk

TOWN OF TYRONE Attest:

______________________ Date: ____________ ______________________

Don Rehwaldt, Mayor Town Clerk

TOWN OF BROOKS Attest:

______________________ Date: ____________ ______________________

Daniel Langford, Jr., Mayor Town Clerk

TOWN OF WOOLSEY Attest:

______________________ Date: ____________ ______________________

Gary Laggis, Mayor Town Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **Interim City Manager** MW
Community Development Director David
Public Services Director

FROM: **City Engineer** Carol A. Borkowski

DATE: **March 8, 2011**

SUBJECT: **Southside Church - Covenant Not To Sue Agreement**
March 17, 2011, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached agreement not to sue between the City of Peachtree City and Southside Ministries (Southside Church).

Discussion:

Staff has been working with the church and the neighboring property owners for several months to work out details related to an expansion of the auditorium/ worship building at Southside Church. The Planning Commission approved the conceptual site plan on February 14, 2011, which includes an expansion of 11,034 SF (2 floors at 5,517 SF each) and modifications to the drop-off area.

During Staff's review of the construction drawings it was noted that an existing storm drain would be located under one portion of the proposed building expansion. Staff had recommended that the line be moved from under the building. However, the Church's engineer indicated that if they move the line, it would significantly impact the required tree save and landscape buffer adjacent to Robinson Road. Therefore they have requested to keep the line where it is and to construct the building expansion over the existing storm drain line

Staff consulted with the City Attorney and in order to protect the City of Peachtree City, he recommended that we enter into an agreement not to sue should anything happen in the future. Since there is no City ordinance specifically restricting them from keeping the pipe under the building expansion, staff recommends that the City sign the attached agreement.

Budget Impact:

There is no budget impact associated with this request.

Attachment

AFTER RECORDING RETURN TO:

Theodore P. Meeker, III
Davis & Meeker, LLC
6631 Watson Street
Union City, Georgia 30291

COVENANT NOT TO SUE AGREEMENT

This Covenant Not To Sue Agreement (the "Agreement") is entered into this 8 day of March, 2011, by and between Southside Ministries, Inc. (d/b/a Southside Church) ("Southside"), and The City of Peachtree City, Georgia ("The City"), Landlord and Tenant are collectively referred to herein as the "Parties."

WHEREAS, Southside owns certain property located in the City of Peachtree City, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property") and has submitted construction plans and drawings for a proposed addition to the building located on the Property (the "Project");

WHEREAS, Southside acknowledges that there is an existing storm line pipe located on the Property which runs under the proposed location of the Project; and

WHEREAS, Southside has agreed to indemnify, defend and hold The City, its elected officials, employees, officers, agents, representatives, contractors, and attorneys (the "Indemnified Persons") harmless from and in respect of any and all claims, actions, demands, judgments, verdicts, liabilities, obligations, losses, damages, costs and reasonable expenses (including reasonable fees and expenses of counsel, including deposition fees, expert fees, defense costs, court costs, litigation expenses, and any and all other related expenses), or damages suffered or incurred (collectively, "Losses"), that The City may incur as a result of any event or circumstance with respect to any failures or damages to said storm line pipe and/or the Property as a result of the City's decision to allow said storm line to remain in its current location.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

In consideration of the payment of the sum of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, Southside, its successors, transfers, and assigns, does hereby forever covenant not to sue the Indemnified Parties, with respect to the Losses, which Southside could assert against The City, for property damage, personal injuries, loss of enjoyment, inconvenience, wrongful death, or other compensable injuries arising with respect to any failures or damages to said storm line pipe and/or the Property as a result of the City's decision to allow said storm line to remain in its current location and from the release and discharge of surface waters from the adjoining greenbelt property owned by the City which is along the rear boundary of the above-described property.

Southside covenants that they will cause the Project to be constructed pursuant to the plans submitted to and approved by The City.

The terms and conditions of this Agreement are binding upon Southside, including, but not limited to, future owners, developers, lessees, or occupants. All provisions of this Agreement, including benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

This Agreement shall constitute the entire Agreement between the parties and no amendments or additions to this Agreement shall be binding unless in writing and signed by both parties.

DATED this 8 day of March, 2011.

Southside Ministries, Inc.	City of Peachtree City, Georgia
By: R. Christopher Patton	By: ______________________
R. Christopher Patton, President	~~Don Haddox~~, Mayor Don Haddix
[Affix Corporate Seal]	
Attest:	Attest:
______________________ Witness	______________________ Witness

STATE OF GEORGIA
COUNTY OF FAYETTE

On this 8 day of March, 2011, before me the undersigned Notary Public in and for said county and state, personally appeared R. Christopher Patton to me personally known, who, being by me duly sworn, did state that they are the President, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said President as such officer acknowledges the execution of this instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Pamela Fincher
Notary Public
State of Georgia, County of Fayette
Commission Expires: 2014

(Seal)

PAMELA B. FINCHER
NOTARY
PUBLIC
FAYETTE COUNTY GEORGIA

Legal Description
SOUTHSIDE CHURCH, INC.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 24 & 38 of the 6th District , Peachtree City, Fayette County, Georgia and being more particularly described as follows:

Beginning at the western miter point of the intersection of the northwesterly right of way of Ebenezer Road (80'R/W) and the northeasterly right of way of Robinson Road (80'R/W) said point being the **Point of Beginning**;

Thence along a curve to the right of said right of way of Robinson Road (80'R/W) northwesterly a distance of 416.78 feet along the curve concave to the northeast, having a radius of 3785.38 feet and a central angle of 6°18'30" and being subtended by a chord North 52°11'34" West, a distance of 416.57 feet to a point;
Thence North 49°02'02" West, a distance of 617.39 feet to an iron pin set;
Thence leaving said right of way North 68°53'37" East, a distance of 652.23 feet to a point;
Thence North 26°06'12" East, a distance of 222.71 feet to a point;
Thence South 51°06'29" East, a distance of 1107.84 feet to a ¾" rod found;
Thence South 64°12'23" West, a distance of 512.21 feet to a point;
Thence southwesterly along a curve to the left, a distance of 175.08 feet having a radius of 358.67 feet and a central angle of 27°58'05" and being subtended by a chord which bears South 49°14'19" West 173.35 feet to a point;
Thence South 48°25'24" West, a distance of 91.18 feet to a nail found in the cart path;
Thence South 88°40'43" West, a distance of 112.54 feet to an iron pin set;
Thence South 39°55'02" West, a distance of 0.35 feet to an iron pin set, said point being the **Point of Beginning.**

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 18.569 ACRES, more or less.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**Interim City Manager** TN **Financial Services Director** P.S. **Assistant Financial Services Director** JC **Purchasing Agent** AEG **Community Development Director** DAW
FROM:	**City Engineer** David A. Borkowski
DATE:	**March 9, 2011**
SUBJECT:	**Georgia Department of Transportation – Title VI Self Evaluation and Assurances** ***March 17, 2011, City Council Meeting***

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached GDOT Title VI Assurances document.

Discussion:

The City of Peachtree City received a letter from the Georgia Department of Transportation (GDOT) on March 3, 2011, requiring that the City complete and submit a Title VI Self-Survey, and a Title VI Assurances document. The GDOT has requested that the forms be completed and returned to the GDOT before the end of the month.

The Title VI Self-Survey is a survey on complaints and how the City processes them. Staff is working on completing this document. The Title VI Assurances document is a contract that the City must sign agreeing to insert the necessary language and requirements into all our future contracts that involve State or Federal funding, or involve land transactions with the GDOT.

Staff recommends that the Mayor sign the Title VI Assurances document so the City of Peachtree City can remain eligible for future funding opportunities and for future land transactions. If approved by City Council, staff will ensure the necessary information is in all applicable future contracts. The City Attorney has reviewed the Title VI Assurances document and has concurred as to the form.

Budget Impact:

There is no budget impact associated with this request.

Attachment

Vance C. Smith, Jr., Commissioner

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

March 1, 2011

RECEIVED
MAR - 3 2011
PEACHTREE CITY
CITY HALL

Honorable Don Haddix
151 Willowbend Road
Peachtree City, GA 30269

Subject: Title VI Self Evaluation and Assurances

Dear Honorable Haddix:

Pursuant to 23 CFR Part 200, Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (P.L. 100.259), and all related regulations and directives, Georgia Department of Transportation (GDOT) assures that no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities whether or not those programs and activities are federally funded. Furthermore, GDOT will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

As provided under Section 162a of the Federal-Aid Highway Act of 1973 (section 324, Title 23 U.S.C.), GDOT shall not discriminate on the ground of sex and certification shall be submitted to the Federal Highway Administration (FHWA) indicating that the requirements of section 162a of the Federal-Aid Highway Act of 1973 have been added to its assurance.

GDOT's sub-recipients are required to include Title VI language in all written agreements and must monitor such agreements for compliance. Additionally, all sub-recipients must have signed assurances on file as a condition to receiving pass through federal financial assistance from GDOT. To ensure Title VI compliance, the FHWA requires GDOT to monitor all of its sub-recipients.

As a precursor to the upcoming Title VI Assessment, please complete the following documents:

- Title VI Self-Survey
- Title VI Assurances

The original document (not copies) must be returned to this office after it has been properly completed and signed by the appropriate government official. Be sure to include the name and contact information for the person responsible for your Title VI program. That individual will be contacted within the month to schedule an on-site Title VI Assessment. The deadline for submission of both forms is March 31, 2011.

Should you have questions concerning either document, please contact me at (404) 631-1280 or via e-mail at cbarnett@dot.ga.gov. Please know that your cooperation in this matter is greatly appreciated.

Respectfully,

Carol Barnett

Carol S. Barnett
Title VI/Environmental Justice Specialist
EEO Division

cc: John Kirkpatrick, Division of EEO Assistant Administrator
Vanessa Ross, FHWA, Atlanta District Civil Rights Administrator
File

GEORGIA DEPARTMENT OF TRANSPORTATION

Title VI Self-Survey: __________
YEAR

Survey Date: ____

Name of Program/Grant: ____________________________________

Summary of Complaints:

Number of complaints for the past year: ______________________

Number of complaints voluntarily resolved: ____________________

Number of complaints currently unresolved: ____________________

Attach a summary of any type of complaint and provide:

- Name of complainant
- Race
- Charge
- Findings
- Corrective Action
- Identify any policy/procedure changes required as a result of the complaint
- Provide the date history (date complaint received through resolution)

Distribution of Title VI Information:

Are new employees made aware of Title VI responsibilities pertaining to their specific duties?

Yes _____ No _____

Do new employees receive this information via employee orientation?

Yes _____ No _____

Is Title VI information provided to all employees and program applicants?

Yes _____ No _____

Is Title VI information prominently displayed in the organization and on any program materials distributed?

Yes _____ No _____

Identify any improvements you plan to implement before the next self-survey to better support Title VI communication to employees and program applicants.

____

____

____

____

____

Identify any problems encountered with Title VI compliance.

____

____

____

____

____

Signature: ______________________________

Title: ______________________________

Date: ______________________________

Return to: Georgia Department of Transportation
Equal Employment Opportunity Division
600 W. Peachtree St., 7th Floor
Atlanta, GA 30308
PHONE: (404) 631-1280
FAX: (404) 631-1943
ATTENTION: Carol Barnett
Title VI/Environmental Justice Specialist

GDOT Title VI Assurances

The (***Title of Recipient***) (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with Federal Aid Highway and in adapted form in all proposals for negotiated agreements:

   "The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

____
Date

____
(Recipient)

by______________________________
(Signature of Authorized Official)

Attachments: Appendices A, B and C.

APPENDIX A

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text except the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any GDOT contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. **Compliance with Regulations**
   The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**
   The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
   In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. **Information and Reports**
   The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the ***(Recipient)*** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the ***(Recipient)***, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**
   In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the ***(Recipient)*** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the ***(Recipient)*** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ***(Recipient)*** enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause
NOW, THEREFORE, the Georgia Department of Transportation (GDOT)—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the GDOT in and to said land described in Exhibit A attached hereto and made a part thereof.

Habendum Clause
TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia , in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed*, (2) that the state of Georgia shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of, GDOT and its assigns as such interest existed prior to this instruction.[1]

[1] Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a GDOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deeds subject to a reverter clause]

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

* Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.