City Council of Peachtree City
Agenda
March 6, 2014
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Proclamation – 100th Anniversary of the Atlanta Metro Chapter of the Red Cross
Recognition of United Radio Employees

IV. **Public Comment**

V. **10-minute Talk**
Will Garner, Midwest Food Bank

VI. **Agenda Changes**

VII. **Minutes**
February 20, 2014, Regular Meeting Minutes

VIII. **Consent Agenda**
1. **Consider Name Change of Baseball Soccer Complex (BSC) to Peachtree City Athletic Complex (PAC)**
2. **Consider Elimination/Replacement of Positions in the Police Department**

IX. **Old Agenda Items**

X. **New Agenda Items**
03-14-01 **Public Hearing – Consider Variance Request to Rear Building Setback, Mikulcik Residence (116 Monterey DR)**
Applicant desires to construct roof & screen enclosure over existing deck located within the rear building setback
03-14-02 **Consider Revisions to The Fred Rental Agreement**

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

XII. **Executive Session**

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

City Council of Peachtree City
Meeting Minutes
February 20, 2014
7:00 p.m.

The Mayor and Council of Peachtree City met on Thursday, February 20, 2014, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Other Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition
Mayor Fleisch proclaimed March as DeMolay Month in Peachtree City. Blake McElroy, incoming Master Councilor for the chapter, gave a brief overview of the organization.

Public Comment
Steve Brown, chairman of the Fayette County Board of Commissioners, said there had been a meeting with all the mayors to discuss issues, and one of the issues was the bad shape of the paving on SR 54 and SR 74. The momentum was picking up again after the ice storm, and he asked Council and staff to send any photos of bad spots in the paving on SR 54 and SR 74 to County Engineer Phil Mallon. The photos would accompany a joint letter from the County and municipalities to be sent to the Georgia Department of Transportation (GDOT). Brown told Fleisch the draft of the letter should be ready by February 24. Brown said he should also have some materials ready within a week regarding the efforts at SR 74 and I-85.

10-Minute Talk
Kenneth Koon, founder of the Armed Forces Mission, showed a video clip of the family of Sergeant First Class Josh Bowden at Hartsfield-Jackson Airport, where Bowden's remains had to be transferred to another plane. Koon said no one stood alone at the Atlanta airport because of a program called "Fallen Brave." Koon continued that, from 2005 through 2011, 49,000 veterans died by their own hands. The numbers increased 20% per year since 2011, averaging 22 veterans per day who commit suicide. After serving in the active Reserves, Koon said he realized more needed to be done, and Armed Forces Mission was formed. The organization's focus was on the 12,000 veterans who lived in Fayette County and 8,000 to 9,000 in Coweta County. The members of the organization went where they could to save those they could save. Koon explained there was physiological change that took place in the frontal cortex of veterans who had been in combat. His organization held a two-day suicide prevention training course open to all people to gain the training and skills to intervene, not only with veterans, but with anyone contemplating suicide. Another program sponsored by the Armed Forces Mission was The Courageous Project, which addressed the "moral injury" suffered by veterans, which dealt with issues of the soul and heart.

Agenda Changes
Learnard moved to remove item "6. Consider Board of Ethics Ordinance Revision/ Board of Ethics Selection" from the Consent Agenda for further discussion and put it at the end of New Agenda Items. Ernst seconded. Motion carried unanimously.

Minutes
February 6, 2014, Regular Meeting Minutes
King moved to approve the February 6, 2014, regular meeting minutes as submitted. Ernst seconded. Motion carried unanimously.

Monthly Reports

Fleisch noted there were additional reports on the dais. There were no comments on the Monthly Reports.

Consent Agenda

1. **Consider Alcohol License – NEW – Zoe's Kitchen, 2777 Highway 54 West**
2. **Consider Title Changes for Two Positions in Fire Department**
3. **Consider Bid for Court Resurfacing – Court Makers, Inc.**
4. **Consider Bid for Battery Boat Dock Replacement – Great Lakes & Land Company**
5. **Consider Resolution Authorizing Submittal of GATEway Grant Application for SR 54/SR 74 Landscape Enhancement Project**
6. **Consider Board of Ethics Ordinance Revision/ Board of Ethics Selection**
7. **Consider Utility Marking/"White Lining" Ordinance**
8. **Consider Clarification of Positions Approved in Public Services Division**
9. **Consider Addition of Crew Leader in Buildings & Grounds & Reallocation of Expenses from Fire Department to Public Services**
10. **Consider Eliminating the Contracts/Outsourcing Manager Position in Public Works and Replace with Grounds Maintenance Supervisor Position in Buildings & Grounds Department within the Public Services Division Effective March 14, 2014**
11. **Consider Resolution of Support for HB877 Personal Transportation Vehicles**
12. **Consider Agreement with Fayette County Development Authority for Fayette Visioning Project**

Fleisch noted there were several additional documents on the dais – staff memos for Consent Agenda items 8 – 12.

King moved to approve Consent Agenda items 1 – 5 and 7 – 12. Learnard seconded. Motion carried unanimously.

Old Agenda Items

02-14-03 **Consider Signal Application for SR 54 W/ Line Creek DR Intersection**

02-14-05 **Consider Request to Allow Private Road Connection across City Property from The Overlook Retail Development to Planterra Way**

Fleisch noted there was an additional document on the dais – a memo from City Manager Jim Pennington. Fleisch explained that, after Pennington and staff met with GDOT on February 19, staff had recommended in the memo to continue the agenda items until after the City's traffic study of the entire corridor was completed.

Pennington said GDOT did not want to look at just this segment of SR 54 by itself, since it was part of the bigger picture of the entire corridor. Any proposed changes needed to be examined in the transportation study. He continued that GDOT was not opposed to a traffic light at Line Creek Drive or the development, but GDOT's concern was traffic flow. They preferred to wait to for the traffic study and the installation of the $133,000 signal timing system in the spring. He asked Council to continue the agenda items indefinitely.

Fleisch opened the floor for public comment, setting the time limit of 15 minutes for each side of the issue.

Steve Gleason thanked Pennington for his report, saying he agreed it was premature to proceed with the small parts without looking at the whole area. He was not opposed to the shopping center, but he could not see sacrificing intersections that served subdivisions for the concept that the project would be good for the City as a whole. He avoided the intersection of SR

54/Planterra Way between 4:00 p.m. – 6:00 p.m. If he had to go somewhere, he exited the subdivision through Kelly Drive. The congestion problem needed to be solved first.

Phil Mahler signed in, but chose to wait for the agenda items to come back before commenting.

Caren Russell thanked Pennington, agreeing that GDOT needed to look at the whole picture without sacrificing Planterra Ridge and Cardiff Park. Russell noted that she had been working with the developer since 2007, and this was the first incarnation that had a cut-through to Planterra Way. An access road to MacDuff Crossing had always been in the plan until the current proposal. Russell said she had spoken with Jim Lowe, the developer for The Overlook, recently, and he had not let the tenants know about a possible connection to MacDuff or of a compromise the residents had suggested a few years ago, which was a right-in only from Planterra Way to the shopping center. The only reason Planterra Way was there was as an access for the citizens of one of the largest subdivisions in the City. She said it was a safety issue with people backing out of their driveways and children playing. The residents could not get out from 4:00 – 6:00 p.m. anyway, and a two-way road into the development would make it worse. She wanted Council to be aware the tenants did not know of any other alternatives.

Fleisch noted the data gathering had begun for the City's traffic study, adding it would be three months before there was anything to look at. Pennington said that was the reason he asked for the continuation "to be determined." Pennington said GDOT would work with the City and its consultants as the study was being done, with the hope it would expedite their review. However, Pennington said that was no guarantee.

Imker moved to continue agenda items 02-14-03 and 02-14-05 indefinitely. King seconded. Motion carried unanimously.

New Agenda Items

02-14-11 Consider Award of Contract for Playground Resurfacing

Pennington said staff was ready to move forward with the resurfacing of the All Children's Playground. Three bids were returned, and the low bid was $63,658. Staff was ready to move forward.

King moved to approve the bid from Bliss Products and Services, Inc., for $63,658 to resurface the playground. Imker seconded. Motion carried unanimously.

02-14-12 Consider Purchase of Variable Message Sign Trailer

Police Chief H.C. "Skip" Clark asked Council to approve the purchase of an additional message board. Three quotes were received, and the lowest was from American Signals for $13,100. Funding would be from a Traffic Enforcement Network (TEN) grant ($6,500) and from State Forfeiture Funds ($6,600). Estimated maintenance costs were $1,000 – $2,500 over the next five years.

Learnard moved to approve purchase of the American Signals CMS-GP465T Advantage Full Matrix Variable Message Sign Trailer for $13,100. Ernst seconded. Motion carried unanimously.

Consent Agenda 6. Consider Board of Ethics Ordinance Revision/ Board of Ethics Selection

Learnard said there had been an Ethics Ordinance on the books for over 10 years, which called for a board of 10 residents appointed by City Council. Each Council Member appointed two names for the board. The 10-member board elected a chairman, who chaired any hearings

that were held, and the remaining nine names were placed in hat from which six names were drawn. Four were then impaneled to serve on a board hearing a case, and the remaining two members selected served as alternates.

Learnard continued that, in 2012, a citizen filed an ethics complaint against then-Mayor Don Haddix. Council discovered there were some problems with the Ethics Ordinance at that time. One of the 10 members had moved away. Only three of the 10 board members had participated in the annual training held in January 2012. The accused was at liberty to enlist the paid services of any attorney of his choosing. Also, two of the names drawn for the ethics hearing were the members appointed by the accused. Keeping up with the members, scheduling annual training, and having the City Clerk serve as the recording secretary and provide administrative services to the board during a hearing put a strain on limited City resources. She continued that practically speaking, it was also difficult to carry out.

Learnard said it was important for ethical decisions not only to have an element of no bias, but also reflect the culture and fabric of the community. The challenge was how to enact an ethics ordinance that had both factors and worked.

On January 29, 2013, Learnard continued that the Ethics Board met and discussed the ordinances from other jurisdictions. The revised ordinance under consideration had been modeled after the John's Creek ordinance. Learnard said it was an optimal model. The proposed ordinance allowed ethics complaints to be filed up to six months after an event versus the current 90 days. It limited taxpayer expense for a defense attorney, keeping it in line with what the Georgia Interlocal Risk Management Agency (GIRMA) paid by referring to the City's indemnification resolution. The proposed ordinance also called for an impartial hearing officer rather than a board of ethics to hear the complaint. Recommendations of the hearing officer would then go to City Council (minus the accused) for action rather than action taken by the ethics board. It integrated the ethics hearing framework with the value judgment of the City's elected body.

Learnard added there were many ways to activate an ethics ordinance, but she believed the proposed ordinance was a good hybrid that was workable and usable and would not unduly tax staff.

Learnard moved to approve the revised Board of Ethics Ordinance. Ernst seconded. Motion carried unanimously.

Council/Staff Topics

Pennington said there had also been a clean-up of Lake Peachtree to go along with the lowering of the lake to allow homeowners to perform maintenance. The Lake Peachtree Association had asked for permission to use a four-wheeler with a trailer in the lake to assist with the clean-up that had started. Pennington would give them permission to proceed unless Council had any problems. They were working to improve the City.

Pennington said a list of Council's goals had been put together into a document, and copies would be sent to Council. He hoped to have a workshop in March to deal with some of the issues, and staff was moving ahead on the items. He would try to give an update each month.

Fleisch asked when the Battery Way boat dock would come down. Rorie said it should start as soon as the storm clean-up was finished. The work would be done internally, and he expected to start toward the end of March.

Pennington noted that the improvements in City Hall were being done by City personnel, and they were doing a fantastic job. Some of that work, including the improvements to Council Chambers, would have to wait until the storm clean-up was finished also. The work was a little behind schedule, but they were moving ahead.

Fleisch thanked the City employees again for the work done to keep the City safe during the bad weather. Ernst also thanked the employees, noting they stepped up to the plate to get things done. King also complimented the employees for their great service, saying the City had no problems compared to others in metro Atlanta. Public Works was still busy moving pines, and the Recycling Center had been open 24 hours a day taking in all the debris.

Learnard moved to convene in executive session to discuss pending or threatened litigation at 7:45 p.m. King seconded. Motion carried unanimously.

Imker moved to reconvene in regular session at 8:08 p.m. Learnard seconded. Motion carried unanimously.

There being no further business, Learnard moved to adjourn the meeting. Ernst seconded. Motion carried unanimously. The meeting adjourned at 8:09 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Community Services Director JR
Financial Services Director P.S.

FROM: **Recreation & Special Events Administrator** CR

DATE: **February 28, 2014**

SUBJECT: **Name change and new sign design for the BSC Complex**
March 6, 2014, City Council Meeting

Recommendation:

Staff recommends that City Council approve the proposed name change for the BSC Complex to the Peachtree City Athletic Complex including a newly designed sign reflecting changes.

Discussion:

The BSC Complex is the City's premiere athletic complex facilitating for three youth baseball associations, our soccer association and a mountain biking trail. The complex also hosts multiple athletic tournaments throughout the year. Staff is proposing changing the name from the BSC Complex to the Peachtree City Athletic Complex. This name change will allow the City an opportunity for Branding in this complex and is a more fitting name for the complex considering the current activities taking place in the complex. Staff has taken this proposal to the Recreation and Special Events Advisory Board and a letter of recommendation in support of this proposal is attached.

Budget Impact:

This is an approved project on the (2008 PIP) Fund 358 and there are funds available to cover the requested expense.

Cajen Rhodes

From: pinkbmxsox@aol.com
Sent: Thursday, February 06, 2014 4:08 PM
To: Cajen Rhodes
Subject: Board Recommendation for BSC bane and sign changes

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Cajen,

The Board would like you to move forward on the name change to BSC fields and installation of the new sign too. As per meeting January 27th 2014 it is strongly recommended that we proceed with this project incorporating the minor changes to the samples you presented. (letter size and full address) .

Regards,

Shayne Robinson.

Chair Special Events and Advisory Board 2014.

OPTION 2

-3MM POLYMETAL ALUMINUM PANEL - PAINTED WHITE

-RAISED ROUTER CUT 1/2" LETTER AND DIGITAL PRINTED VINYL FOR PTC LOGO

-8" TALL FORMED PLASTIC INDIVIDUAL LETTERS IN ARCHITECTURAL V BEVEL FONT PAINTED DARK GREEN.

-PANEL AND LETTERS APPLIED OF EXISTING MONUMENT SIGN FACE.

- ONE LINES OF 8" TALL CHANGEABLE COPY TRACK AND LETTERS. CUSTOM ALUMINUM VANDAL COVERS AND CLEAR ACRYLIC FACES LIKE FRED SIGN.

Client:	**CAJEN RHODES**
Location:	**PAC**
Project:	**MONUMENT SIGN**
Drawn by:	**JACOB WOLFE**
Dwg Type:	**PROOF 1**
Date:	**11-26-13**
File:	

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

By:_____

Date:_____

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CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James Pennington, City Manager
Paul Salvatore, Financial Services Director P.S.
Chief H.C. "Skip" Clark III

FROM: Ellece Brown, Director, HR & Risk Management EB

DATE: February 24, 2014

SUBJECT: **Consider Elimination/Replacement of Positions in the Police Department March 6, 2014, City Council Meeting**

Recommendation

Staff recommends eliminating the two (2) Police Sergeant positions (Grade 279) in the Criminal Investigations Division (CID) in the Police Department and replacing them with two (2) Police Detective positions (Grade 278) effective Monday, March 10, 2014.

Discussion

The Police Department's current practice in CID is to have four investigators – two current Sergeants who remain within CID and two Police Officers who rotate periodically from the Patrol Division into these specialty positions to provide career development. The Sergeants, however, hold unique positions in that they do not perform the supervisory functions of the other Sergeants in the Police Department, nor do they rotate to the Patrol Division. Because of the nature of criminal investigatory work, specific experience and knowledge are needed to be successful within CID, and fortunately we have two seasoned detectives with a combined experience of eighteen (18) years in this department. The current job title/job description of Sergeant, however, does not accurately reflect the work being performed and is not standard within other Criminal Investigations Departments. Furthermore, it was documented in the Matrix Study that:

> *"A medium-sized agency such as Peachtree City with four investigators in CID needs to balance the competing demands of having experienced Detectives in CID and the need to provide rotation of specialty positions to provide reasonable rotation of personnel for career development. The current situation with the two Sergeants is unusual, as they will remain as Detectives, assuming acceptable performance. It is reasonable to change their designation from Sergeant to a CID designation of Detective or Investigator."*

Given this information, a revised job description (See attached.) was sent to The Mercer Group for evaluation of the factoring as is outlined in our compensation policy.

The result of the refactoring from The Mercer Group was a recommended reclassification of the two Sergeant positions within CID from Grade 279 to Grade 278. The Mercer Group also agreed with a recommended job title change to Police Detective.

Budget Impact

The approximate annual budget impact would be $664.00 which is necessary to move one employee to the appropriate "step" within Grade 278, and the other employee's salary as explained in the revised Personnel Policy Manual would be "frozen" because it exceeds the maximum of the lower salary grade. The additional cost can be absorbed in the FY14 Police Department budget.

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Police Detective**
Division:	**Public Safety**
Department:	**Police**
Job Code:	**645**
Level:	**278**
Eligible for Overtime:	**Yes**
Reports To:	**Police Investigations Lieutenant**
Prepared By:	**Investigations Lieutenant**
Prepared Date:	**February 24, 2014**

I. POSITION SUMMARY

The purpose of this job is to perform specialized law enforcement work responsible for the investigation of reported or suspected incidents of criminal activity including homicide, burglary, larceny, narcotics sale and use, hit and run offenses, and other illegal activities to identify and arrest perpetrators, recover stolen property, and provide sufficient information and evidence to allow prosecution of suspects. Work involves crime scene searches, photographing and/or diagramming scene and evidence, collecting any physical evidence present, identifying and interviewing witnesses, and arresting suspects. The position receives reports of crimes in progress, reports of recently discovered crimes, and incident reports prepared by police officers. Work requires independent judgment and discretion in difficult or unusual situations. Work involves personal danger. The position is an assignment to the Criminal Investigations Division for an undetermined period of time. Personnel assigned to this position may be reassigned based on their own request or based on job performance and at the discretion of the Chief of Police. Personnel selected for this position must hold the rank of Corporal or below.

II. POSITION DUTIES

Work Delegation:

- In the absence of the Investigations Lieutenant, conducts case assignments, attends briefings, approves closed case files, and coordinates scheduling and on-call rotation.
- Trains Investigators on Law Enforcement investigative techniques including but not limited to: interviews and interrogations, crime scene processing, evidence collection and retention, surveillance techniques, etc.

Planning and Organizing:

- Investigates crimes and related law enforcement problems; performs crime scene searches by photographing and/or diagramming scene and evidence, checking for latent fingerprints, and collecting any physical evidence present.

- Identifies possible witnesses and suspects through observation at scene or reports of other officers or witnesses; conducts interviews to gather information regarding incidents and records statements made.
- Maintains control over physical evidence gathered; records and stores evidence in department; processes evidence for identification information; transports evidence to state crime lab for further processing.
- Determines probable cause to search, obtains search warrant from appropriate court, and personally conducts searches authorized; describes reason for arrest and obtains arrest warrant from appropriate court, and either personally makes arrest or turns warrant over to uniform patrol division or other police agency for service.
- Detains and arrests suspects; protects the rights of individuals in custody; processes arrested person by obtaining identification and prior arrest record information, recording all property confiscated, and arranging for the transportation of suspects to jail.
- Gathers all information related to a case; determines, either personally or with assistance of supervisor, when case is complete and submits information assembled to court system for prosecution; assists court system with an additional investigation required; appears as witness in local, state, and federal courts to provide testimony regarding cases investigated.

Communication:

- Maintains contacts with community members who may be able to provide information regarding possible criminal activities.
- Communicates in person, by telephone, or by mail with other police and security agencies to gather information regarding cases.

Employee Development:

- Assists Juvenile Court in handling cases involving juveniles, neglected children, abandoned children, abused children, and domestic-related problems.
- Presents programs on narcotics, drug abuse, and juvenile matters to civic organizations and educational establishments.
- Works with community groups to encourage crime prevention techniques in residential and business areas; conducts on-site security checks for residential and commercial property when requested.

Administrative Duties:

- Prepares a variety of records and reports including supplemental reports of investigations, reports of background investigations, and statistical reports.
- Completes and maintains a wide variety of departmental records and reports in compliance with departmental and legal policies and procedures; writes Standard Operating Procedures (SOPs) for department.
- Reviews incident reports and arrest records to determine patterns of criminal activity.

Fiscal Responsibilities:

- Assists in the planning of annual budgets for the Criminal Investigations Division.

- Orders supplies for use by investigators during investigations.
- Maintains issued equipment.
- Reports work-related hazards to superior officers.

Productivity and Accountability:

- The incumbent will be required to undergo an employee performance appraisal annually to determine the level of job performance displayed during the previous year. This evaluation will be conducted by the Police Investigations Lieutenant.
- The incumbent will be evaluated on job performance in a multitude of areas, including case clearance rates, community relations projects, etc. – all categories listed on the Performance Appraisal Instrument.

Other Duties:

- Conducts stakeouts and undercover operations as necessary.
- Maintains assigned uniform, vehicle, and equipment in accordance with departmental policy and procedures.
- Participates in departmental training programs.
- Assists in training other police department personnel in investigative techniques.
- Performs uniform patrol duties when required.
- Performs related work as required.
- As Police Detective, would oversee and direct other investigators assigned to the same case for investigation.

III. QUALIFICATIONS

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

A. Education and/or Experience

- High school diploma or equivalent required. Bachelor's degree in Criminal Justice or related field from an accredited college or university preferred. Any equivalent combination of education and experience is acceptable.
- To be eligible for this position, the candidate must have a minimum of five (5) years as an investigator with the Peachtree City Police Department.

B. Knowledge/Skills/Abilities

- Good knowledge of federal, state, and local laws and legal procedures.
- Good knowledge of law enforcement investigation methods, procedures, and techniques and the ability to apply such knowledge to specific situations.
- Good knowledge of the geography of the City and the location of important buildings and areas.
- Knowledge of modern methods and practices of criminal investigation, gathering evidence, preservation of evidence, and identification.

- Skill in the use of firearms.
- Ability to deal courteously and fairly with the public.
- Ability to analyze situations and to take quick, effective, and reasonable courses of action giving due regard to the surrounding hazards and circumstances of each situation.
- Ability to write clear and comprehensive reports.
- Ability to obtain information through interviews, interrogations, and observation.
- Ability to react quickly and calmly under emergency conditions.
- Ability to communicate clearly and effectively, orally and in writing.
- Ability to establish and maintain effective working relationships with City employees, City officials, and the general public.
- Demonstrated leadership ability and skills.

C. Certificates/Licenses/Registrations

- Completion of the POST Criminal Investigator Certification before or within three years of the assignment to Police Detective, based on course availability.
- Completion of the POST FTO Certification before or within one year of the assignment to Police Detective, based on course availability.
- Completion of the POST Supervisory Certification before or within three years of the assignment to Police Detective, based on course availability.
- Completion of POST Arson Investigation 1 before or within two years of the assignment to Police Detective, and completion of Arson Investigation II within three years of assignment based on course availability.

IV. WORKING CONDITIONS

A. Physical Demands

- This position requires the physical ability to operate a variety of job-related machines and equipment. Must be able to use body members to work, move, or carry related objects or materials. Must be able to exert up to 25 pounds of force occasionally, and/or up to 10 pounds force frequently. Physical demand requirements are at levels of those for active work. Must be able to lift and/or carry weights of 20 to 40 pounds.

B. Work Environment

- The incumbent may be exposed to adverse environmental conditions, such as dirt, dust, pollen, smoke, temperature and noise extremes, hazardous materials, traffic hazards, bright/dim lights, firearms, explosives, violence, disease, or rude/irate customers.

C. Travel Requirements

- The incumbent travels regularly within the City, but has limited travel involving overnight stays.

V. APPROVAL SIGNATURES

Police Chief — Date: 2/27/14

Director, HR & Risk Management — Date: 2/27/14

City Manager — Date: 2/28/14

POSITION PAPER

Planning and Zoning Administrator David
February 26, 2014

Case number:	**V-2014-01**
Applicant:	**Mr. and Mrs. Edward Mikulcik**
Property address:	**116 Monterey Drive** **Lot 9, Cypress Pointe**
Variance request:	**To permit the construction of a roof over an existing deck that encroaches approximately 6' into the required 20' rear setback.** **To permit the construction of a set of stairs from the deck to the ground below, which would encroach into the required 20' rear building setback.**

Situation:

Mr. and Mrs. Edward Mikulcik ("Applicant") own the property located at 116 Monterey Drive within the Cypress Pointe subdivision. The subject tract is 6,510 SF (0.15 acres) in size and is zoned GR-12 General Residential with an established rear building setback of 20'.

The subject tract is considered a flag lot. A narrow portion of the lot connects to Monterey Drive and accommodates the driveway to the home. The lot was platted with two rear property lines, both of which require a 20' rear building setback. The property abuts the Braelinn golf course and a city-owned greenbelt.

The Certificate of Occupancy for the existing home was issued on March 21, 1995. The rear of the home is located 20.5' from the property line abutting the golf course and 20' from the property line abutting the city-owned greenbelt.

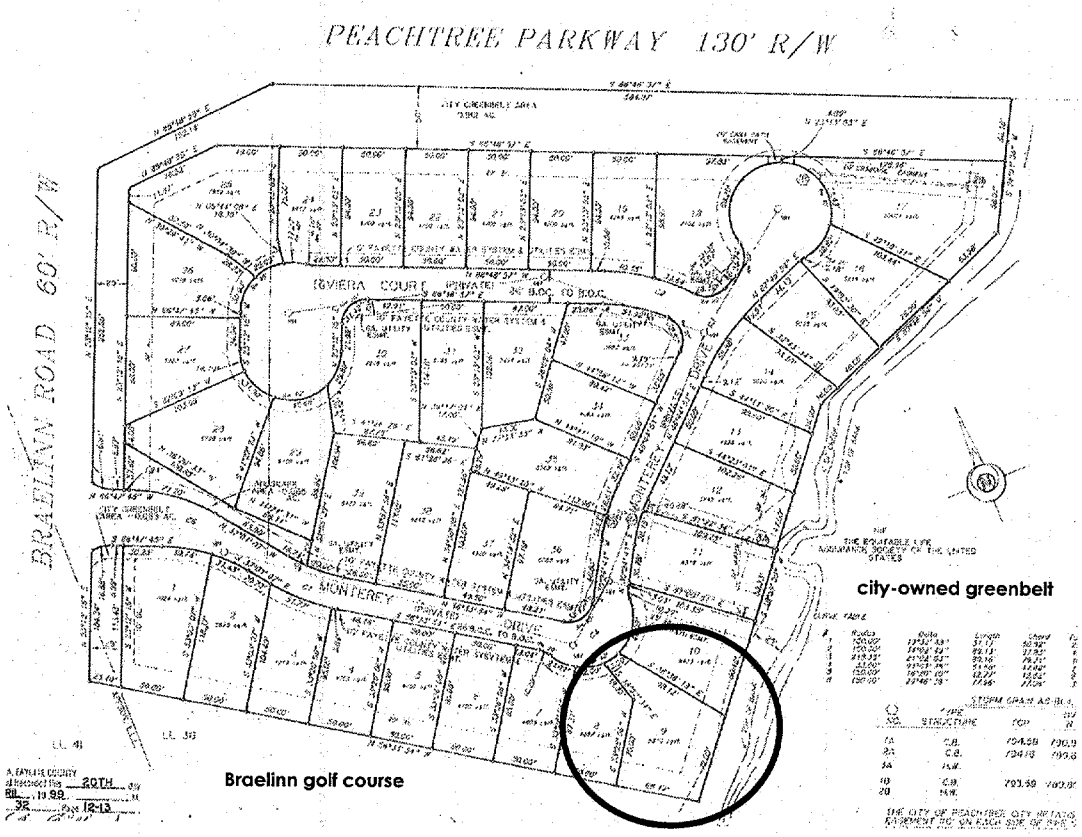
A deck was constructed off of the main living area of the home as a part of the initial construction. Approximately 6' of the deck is covered by the existing roof. An additional 6' of deck encroaches into the rear building setback abutting the Braelinn golf course. The Applicant desires to extend the existing roof over the remaining deck and then enclose the entire deck with a screen porch.

The Applicant also desires to construct a set of stairs from the deck to the ground below. The stairs as proposed would encroach into the 20' building setback abutting the city-owned greenbelt.

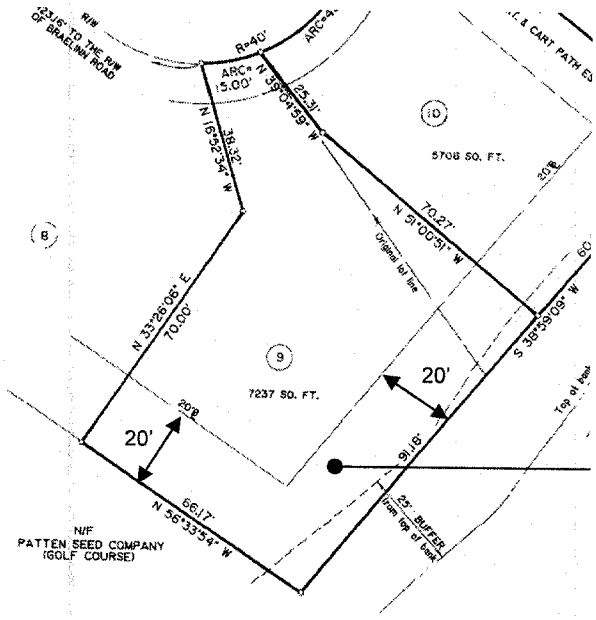
The Applicant is requesting a variance to permit this encroachment. A copy of the variance application is included as Attachment "A".

Review criteria:
Based on the review criteria established within Section 1207 of the city's Zoning Ordinance, City Council shall not grant the request unless all of the following findings can be made:

(a) There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;



Cypress Pointe subdivision final plat (recorded April 20, 1999)

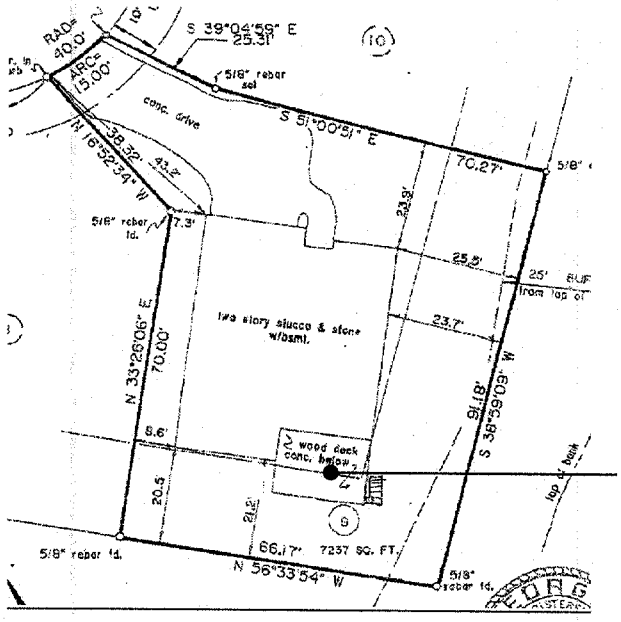


Revised final plat of Lot 9, Cypress Point (Recorded December 1, 1994)
(Note property line adjustment between Lots 9 and 10)

Staff findings:

- *The subject lot is located within a corner of the overall subdivision and is irregular in shape.*
- *The lot was platted with two rear property lines, both of which require a 20' rear building setback.*
- *The lot is located within a cluster subdivision, with large homes constructed on small lots.*
- *Most homes within the subdivision extend from the front setback to the rear setback, and from the side setback to the side setback.*
- *The rear property lines abut the Braelinn golf course and a city-owned greenbelt.*
- *The lot slopes from the road towards the creek, which allowed the home to be constructed with a walkout basement.*

(b) The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;



Existing deck
(note existing encroachment)

Foundation survey (Lot 9)
(Note deck was shown encroaching into rear building setback on the Foundation Survey)

Staff findings:

- *The rear of the home is located 20.5' from the property line abutting the Braelinn golf course.*
- *The side of the home is located 20' from the property line abutting the city-owned greenbelt.*
- *The existing deck encroaches approximately 6' into the rear building setback.*
- *The Applicant was not the original owner of the property.*
- *The existing deck is not visible from any lot within the subdivision.*
- *The proposed stairs would not be visible from any lot within the subdivision.*

(c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;

Staff findings:
Exceptional or extraordinary circumstances applicable to the subject lot include the shape and configuration of the existing lot; the location of the home on the lot; the lot being platted with two rear property lines; the rear and side of the home being located on or near the rear building setback; and the existing deck encroachment.

(d) The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and

Staff findings:
By design, cluster subdivisions were developed with large homes located on small lots. Most homes extend from the front building setback to the rear building setback, and from the side building setback to the side building setback.

Until the late 1990's, decks were not required to be shown on foundation surveys nor were they reviewed as a part of the final home inspection to ensure they did not encroach into the established building setback. That situation has since been rectified. Through the years, the city has reviewed numerous variance requests for similar situations where a homeowner desired to enclose or cover an existing deck that extended into the building setback.

In this particular case, the existing deck was constructed as a part of the home and extends approximately 6' into the rear building setback.

(e) The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.

Staff findings:
Granting the variance will not be detrimental to the property, to the neighborhood or to other lots within similar zoning districts. The Applicant has the support of the adjoining property owners as well as approval from The Heritage Homeowner's Association.

The city has granted variances for similar encroachments into the established building setbacks. In each of these cases, there were demonstrated hardships

based on the configuration of the lot, the location of the home, the size of the structure in relation to the shape of the lot, and/ or the topography of the lot.

(f) The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.

Staff findings:
Granting the variance would support the findings of the Comprehensive Plan, which encourages the protection of the character of existing neighborhoods as well as redevelopment and reinvestment within these neighborhoods. The Applicant is proposing to enhance their property, as well as the overall subdivision, with these improvements.

Options:
In accordance with Section 1202 of the Zoning Ordinance, variances shall only be granted upon showing that:

a) Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or

b) The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

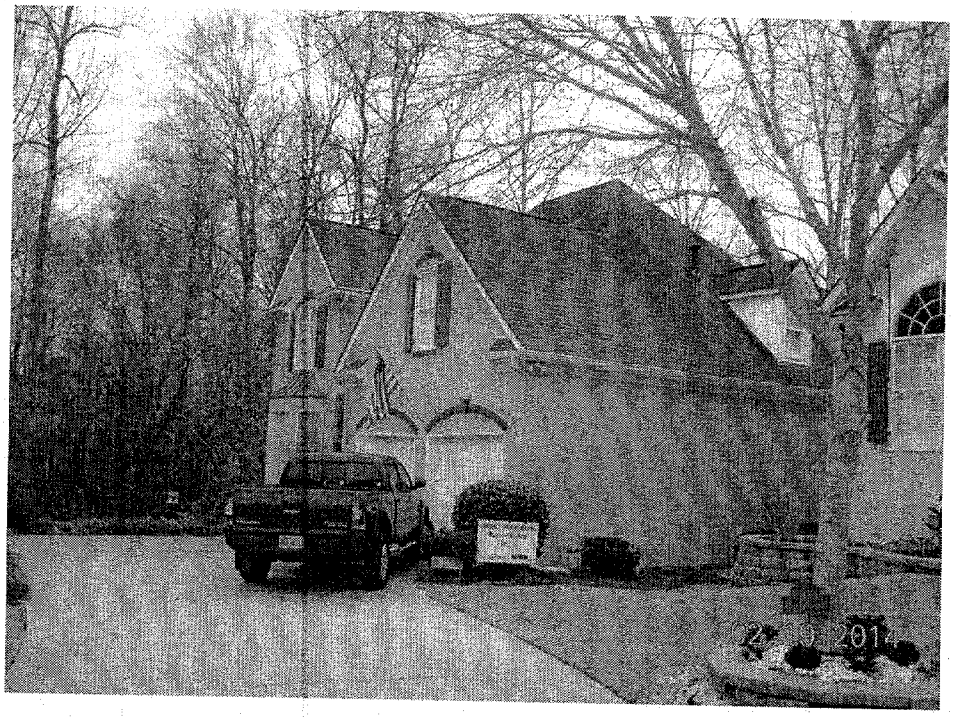
Recommendation:
Based on the analysis and findings presented herein, and without the benefit of considering additional evidence that may be presented at the Public Hearing, Staff recommends that City Council approve the variance request for the property located at 116 Monterey Drive subject to the following understandings and conditions:

1. *The variance shall be limited to an encroachment not to exceed 6'-6" into the rear setback abutting the Braelinn golf course as shown on the deck plans provided by the Applicant. There shall be no other encroachments permitted without first securing additional variances.*
2. *The proposed stairs shall be relocated to the opposite end of the existing deck and shall be designed so as not to encroach any further into the rear building setback than the existing deck (6'-6"). The purpose of relocating the stairs is to minimize further encroachments into the rear building setback and to avoid further disturbance to the undisturbed buffer associated with the creek located within the adjoining city-owned greenbelt.*

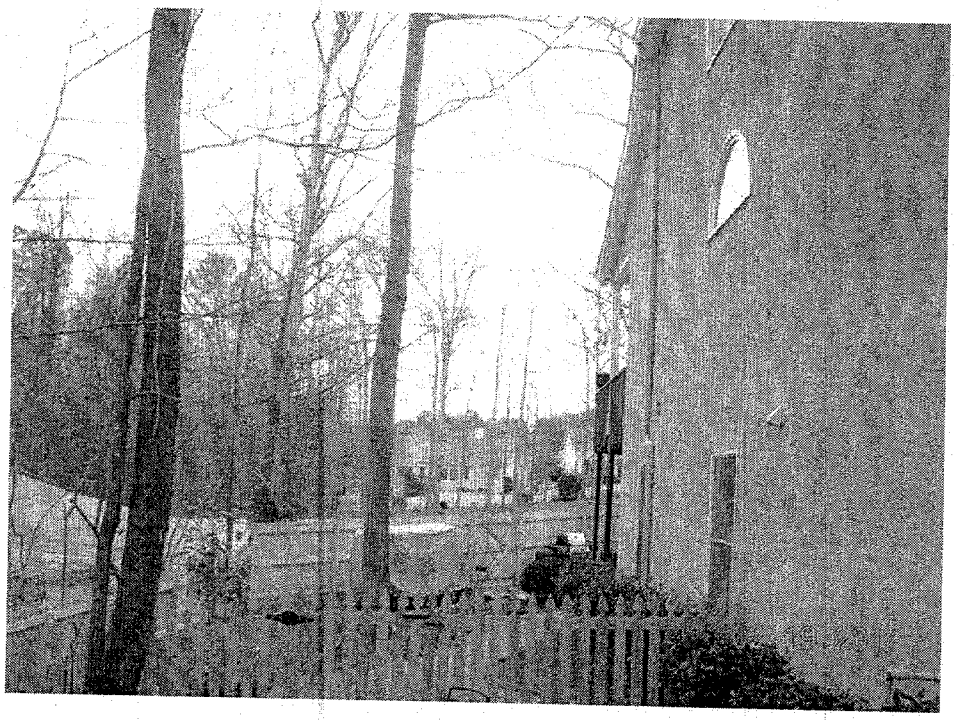
3. *Following completion of construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a Foundation Survey to the Building Official identifying the location of the new construction. The purpose of this survey will be to ensure the new construction does not encroach any further into the no impervious setback than permitted by this variance.*

Attachments

Photos - Mikulcik Residence



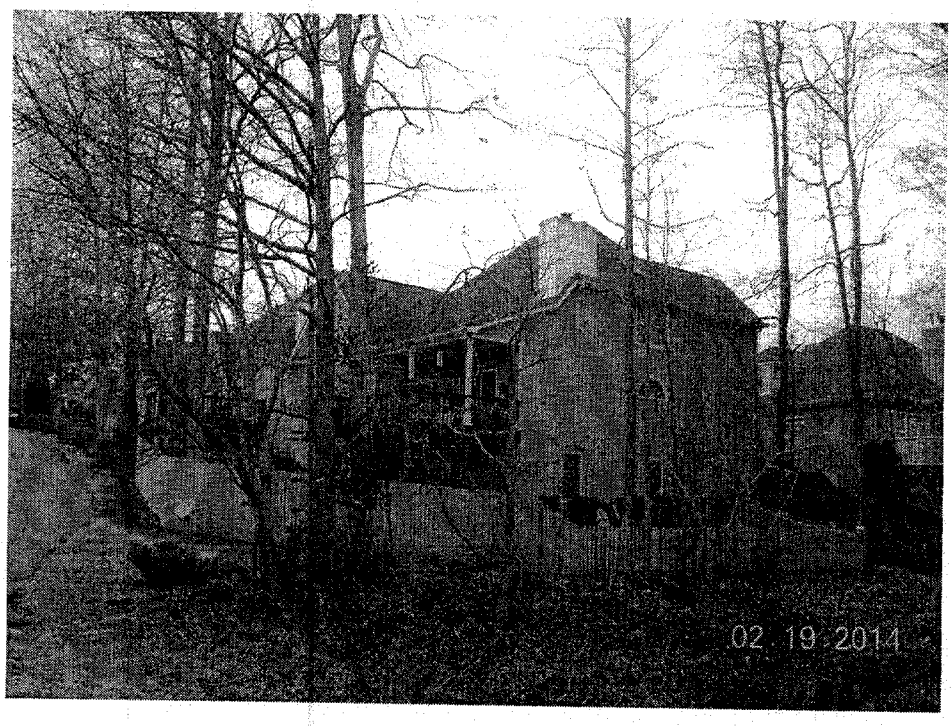
Looking towards the front of the home from Monterey Drive



Looking along the side of the home towards the Braelinn golf course

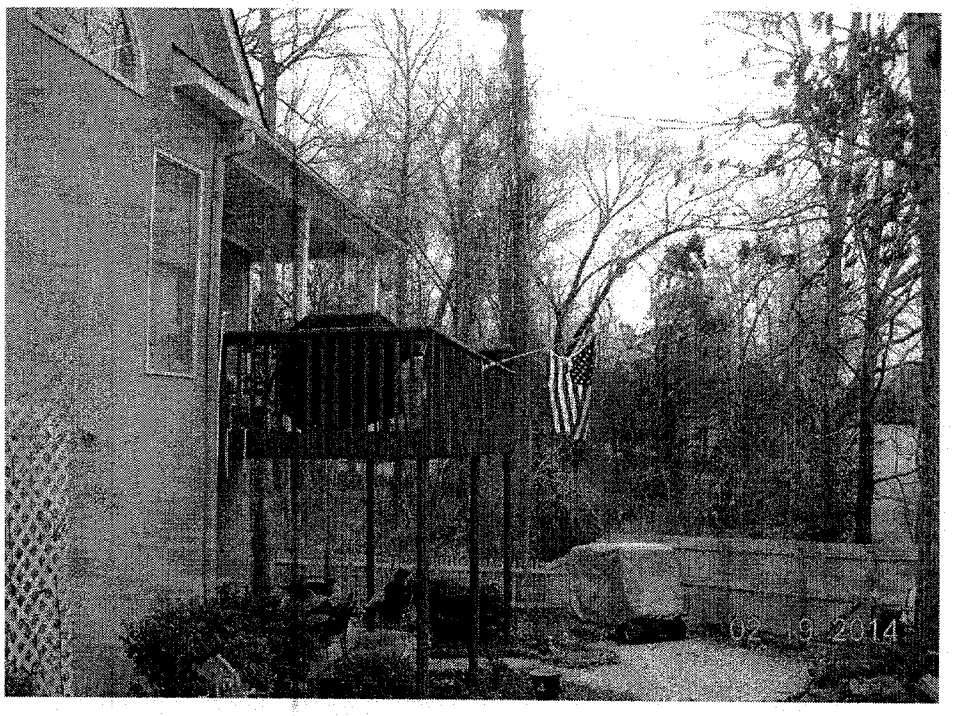
Photos - Mikulcik Residence

Looking towards the rear of the home from Braelinn golf course

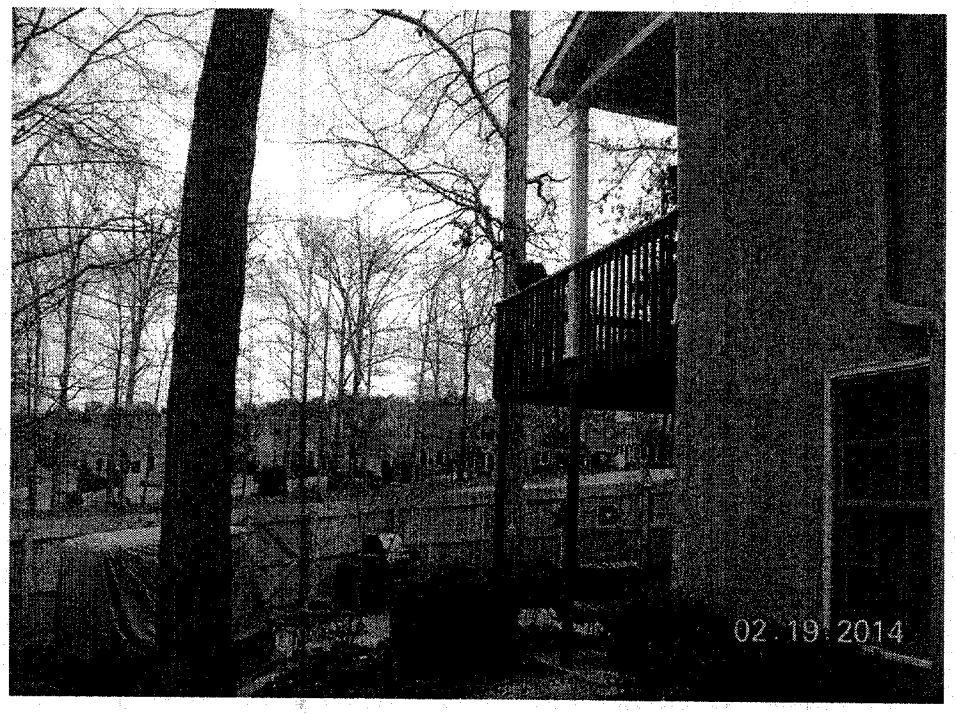


Looking towards the rear and side of the home from the city-owned greenbelt

Photos - Mikulcik Residence



Existing deck encroachment into 20' rear building setback
(proposed roof would extend over existing deck)



Side of deck where proposed stairs would be located
(proposed stairs would extend into rear building setback)

PEACHTREE CITY

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

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552
WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: $25.00
Variance Fee: $250.00
Receipt # 28648
Date Filed 2/3/14
Case # V-2014-01
Office Use Only

VARIANCE LOCATION

Street Address 116 MONTEREY DR.
PEACHTREE CITY, GA 30269

Zoning District:
☒ Residential ☐ Multi-Family ☐ Commercial\Industrial\Office

Variance Type:
☐ Administrative ☐ Special Exception ☒ Variance (check one below)

Variance from which ordinance:
☐ Sign ☐ Fence ☐ Land Development ☐ Zoning

PROPERTY OWNER

Name EDWARD & CONNIE MIKULCIK
Phone 404-409-6715/678-313-8005
Email EDDIEMIK@COMCAST.NET

PROPERTY INFO

Subdivision: CYPRESS POINTE
Phase: FINAL PHASE Lot # 9

APPLICANT

Name EDWARD & CONNIE MIKULCIK
Address 116 MONTEREY DR.
City, State, Zip PEACHTREE CITY, GA 30269
Phone # 404-409-6715/678-313-8005
Email EDDIEMIK@COMCAST.NET
CCARLISLE456@YAHOO.COM

SUPPORTING DOCUMENTS

Please submit the following evidentiary items in support of this application and the requested variances.
(Please check off the items that are attached to this application)

☑ Site plan (with property lines and proposed work)
☑ A detailed report justifying the requested variance
☑ Letters of support from adjacent property owners
☑ Digital Photographs \ Renderings (CD or Email)
☐ Other Items Demonstrating Need (topo. Survey, etc)

ADMINISTRATIVE VARIANCE

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

SPECIAL EXCEPTION

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

VARIANCE

Please review the ordinances and instructions on the back of this page.

			Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
1.)	Is a current survey included with the application?	☒ Yes ☐ No	
2.)	How much of a variance is being requested?	6' Feet	Extend Roof line over existing deck to enclose w/screen + steps to ground.
3.)	Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☒ No _____	

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

Signature of Owner/Agent: [signature] Date 1/31/14

OFFICE ONLY

ADMINISTRATIVE VARIANCE

Signature: _____

Date of Acceptance: _____ Date of Hearing: _____

☐ Approved ☐ Denied
☐ Approved with Conditions

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES

This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is herby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:

Signature: David E. Rast Date of Acceptance: 02-03-14 Date of Public Hearing: 03-06-14

RECEIVED FEB - 3 2014

Attachment "A"

Request for Variance Sec. 1207 Review Criteria

We, the under signed are requesting permission from the Peachtree City to build screened in porch and steps on our existing porch for the reasons stated below;

There is a drainage ditch next to our house which is a breeding ground for mosquitos, which prevents us from enjoying our property during spring, summer and fall.

The mosquito problem is a health hazard not only for us but for our 7 year old granddaughter as well. West Nile virus is a real health issue as Peachtree City does not spray for mosquitos.

We have approval from our Home Owner association pending approval by the City.

We also hold a letter, without objection, from our only neighbor who would be impacted by the construction of the screened in porch.

The porch is already half covered by the existing roof and needs to be only extended by 6' feet allowing for a slight overhang.

Thank you for your consideration,

Edward P. Mikulcik and Connie Carlisle.

Ed-Connie Porch

02/01/2014

To Whom It May Concern:

I, John R. Yarbrough, residing at 114 Monterey Drive,
Peachtree City, GA 30269,
have no objection to my neighbors at 116 Monterey Drive,
building a screened-in
structure on their upper deck or extending their deck.

John R. Yarbrough

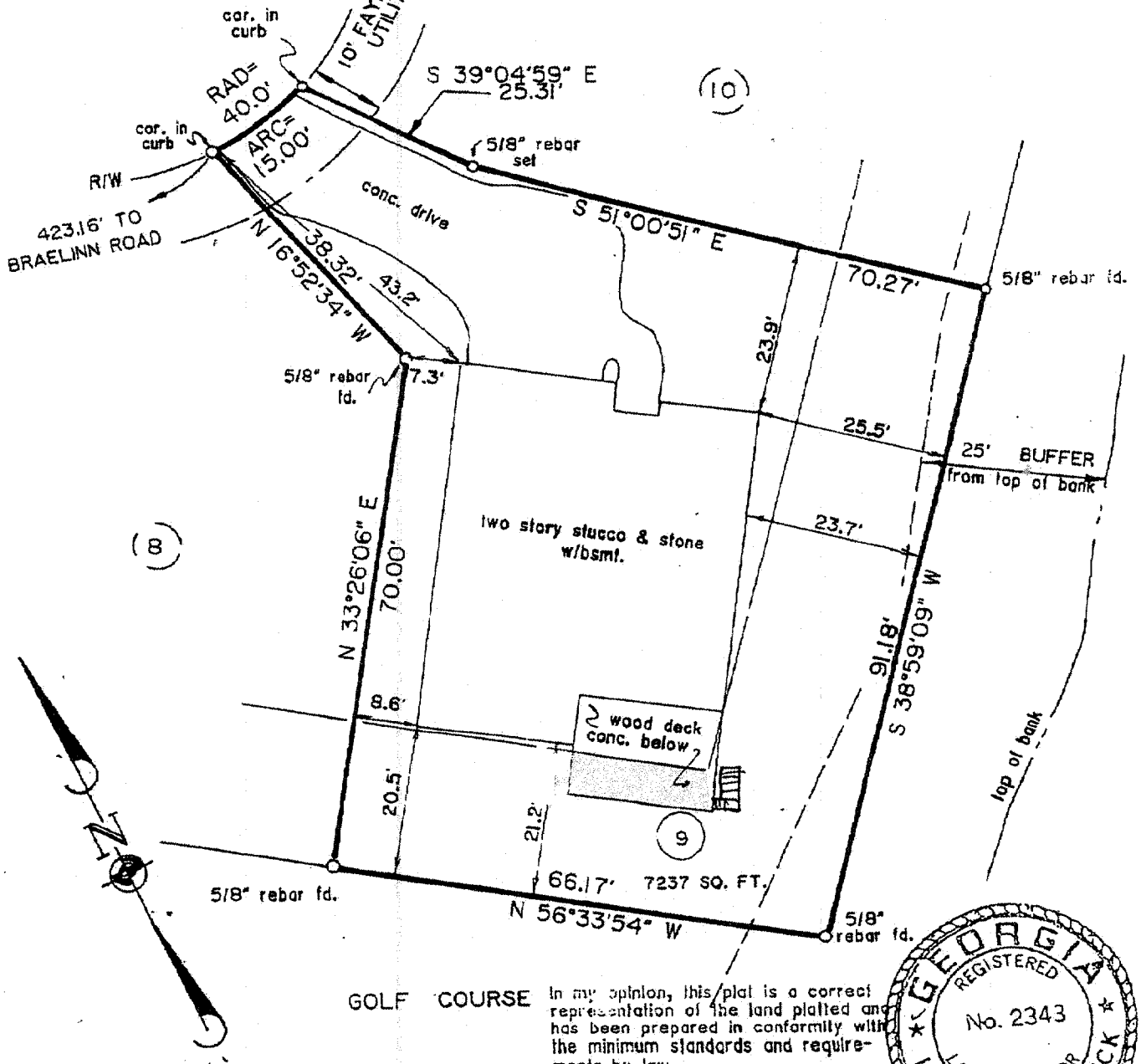
PERIMETER REPROGRAPHICS 506911

SETBACKS:
FRONT: 15'(Garage no closer than 20') or as shown.
SIDE: 0(10' min. between dwellings)(20' separation every 10dwellings.)
REAR: 20'(40' where adjoining residential).

MONTEREY DRIVE
(26' B.O.C. TO B.O.C.)

10' FAYETTE COUNTY WATER SYSTEM & UTILITIES ESMT.

In my opinion, this property does not lie within the 100 year flood plain accordin to the HUD Flood Plain
Map no.: 130078 0002C
Dated: 12-1-77

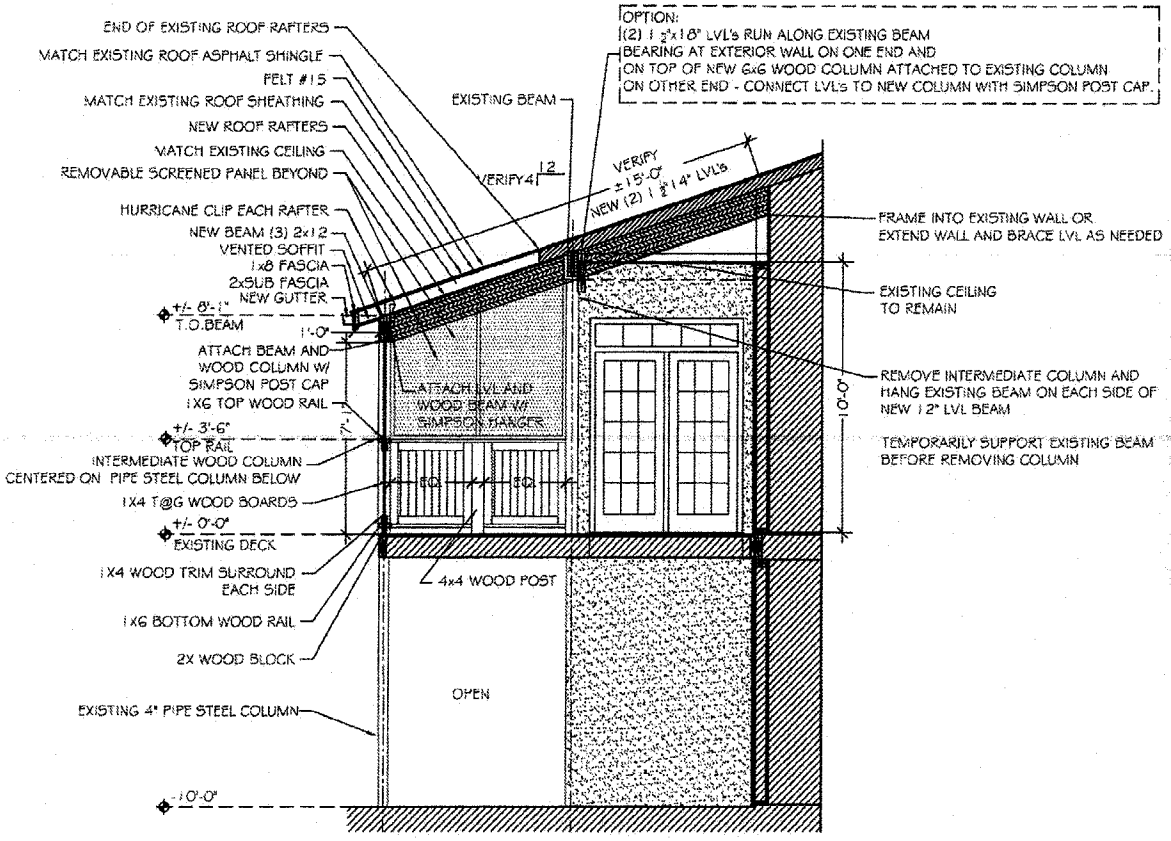


GOLF COURSE

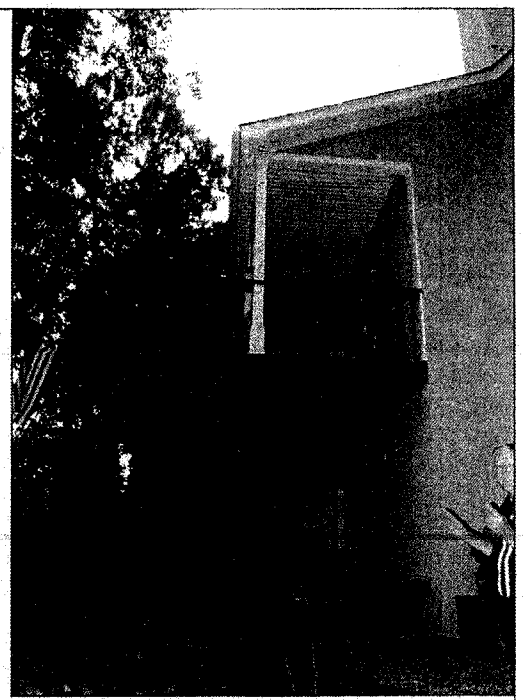
In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements by law.

Larry C. Shimshick, R.L.S.

GEORGIA
REGISTERED
No. 2343
LAND SURVEYOR
LARRY C. SHIMSHICK



1 SECTION
1/4"=1'-0"



2 EXISTING SIDE VIEW
1/4"=1'-0"

COORDINATION NOTES:

1.IT IS ASSUMED THAT EXISTING BEAM SUPPORTING ROOF ACROSS THE COVERED PORCH IS SPANING FULL WIDTH OF THE PORCH AND IT IS POSSIBLE TO CUT IT WHERE SHOWN AND HANG EACH END ON THE NEW LVL. IF NOT SEE OPTIONAL DESIGN.

2.ALL DIMENSIONS ARE APPROXIMATE, CONTRACTOR SHALL FIELD VERIFY.

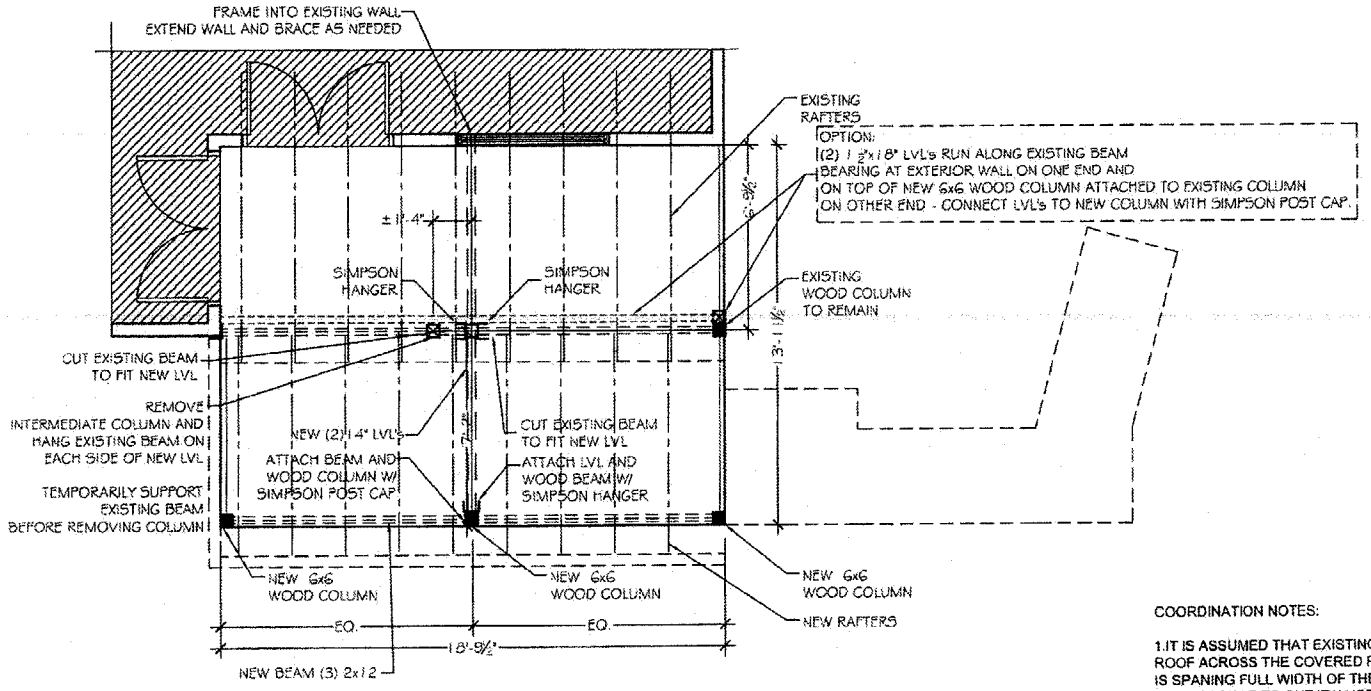
3.CONTRACTOR SHALL FOLLOW WRITTEN INSTRUCTION FOR SIMPSON STRONG-TIE CONNECTORS AND FASTENERS.

CONTACT: ED MIKULCIK, PHONE: 404-409-8715
116 MONTEREY DRIVE, PEACHTREE CITY, 30269, GEORGIA

PORCH REMODEL

SECTION, SCALE ¼"=1'-0"
DATE: JANUARY 29, 2014

A-101



1 FRAMING PLAN - BEAM LOCATIONS
1/4"=1'-0"

COORDINATION NOTES:

1.IT IS ASSUMED THAT EXISTING BEAM SUPPORTING ROOF ACROSS THE COVERED PORCH IS SPANING FULL WIDTH OF THE PORCH AND IT IS POSSIBLE TO CUT IT WHERE SHOWN AND HANG EACH END ON THE NEW LVL. iF NOT SEE OPTIONAL DESIGN.

2.ALL DIMENSIONS ARE APPROXIMATE, CONTRACTOR SHALL FIELD VERIFY.

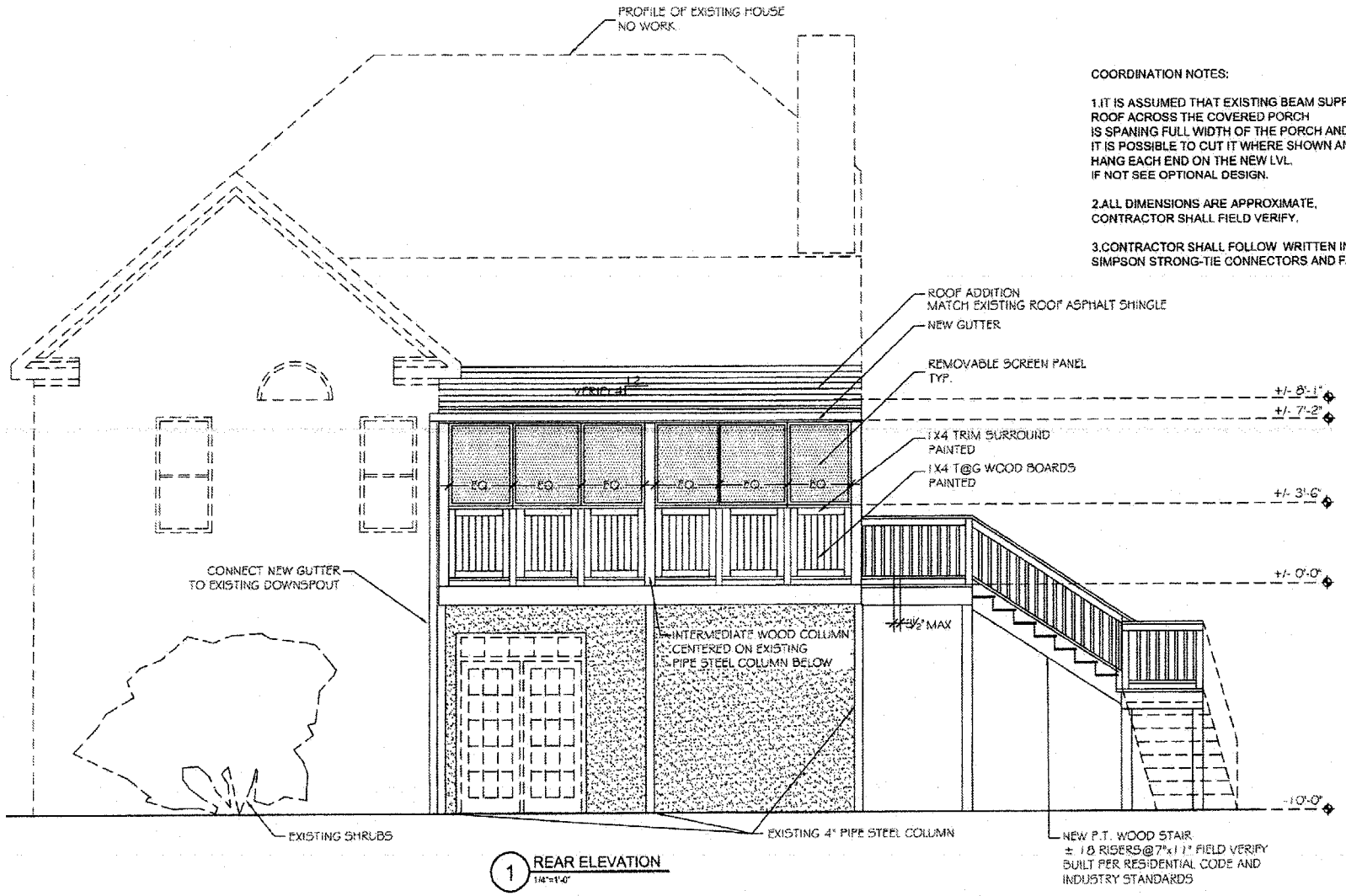
3.CONTRACTOR SHALL FOLLOW WRITTEN INSTRUCTION FOR SIMPSON STRONG-TIE CONNECTORS AND FASTENERS.

CONTACT: ED MIKULCIK, PHONE: 404-409-6715
116 MONTEREY DRIVE, PEACHTREE CITY, 30269, GEORGIA

PORCH REMODEL

FRAMING PLAN- BEAM LOCATIONS, SCALE ¼"=1'-0"
DATE: JANUARY 29, 2014

A-102



1 REAR ELEVATION
1/4"=1'-0"

COORDINATION NOTES:

1.IT IS ASSUMED THAT EXISTING BEAM SUPPORTING ROOF ACROSS THE COVERED PORCH IS SPANING FULL WIDTH OF THE PORCH AND IT IS POSSIBLE TO CUT IT WHERE SHOWN AND HANG EACH END ON THE NEW LVL. IF NOT SEE OPTIONAL DESIGN.

2.ALL DIMENSIONS ARE APPROXIMATE, CONTRACTOR SHALL FIELD VERIFY.

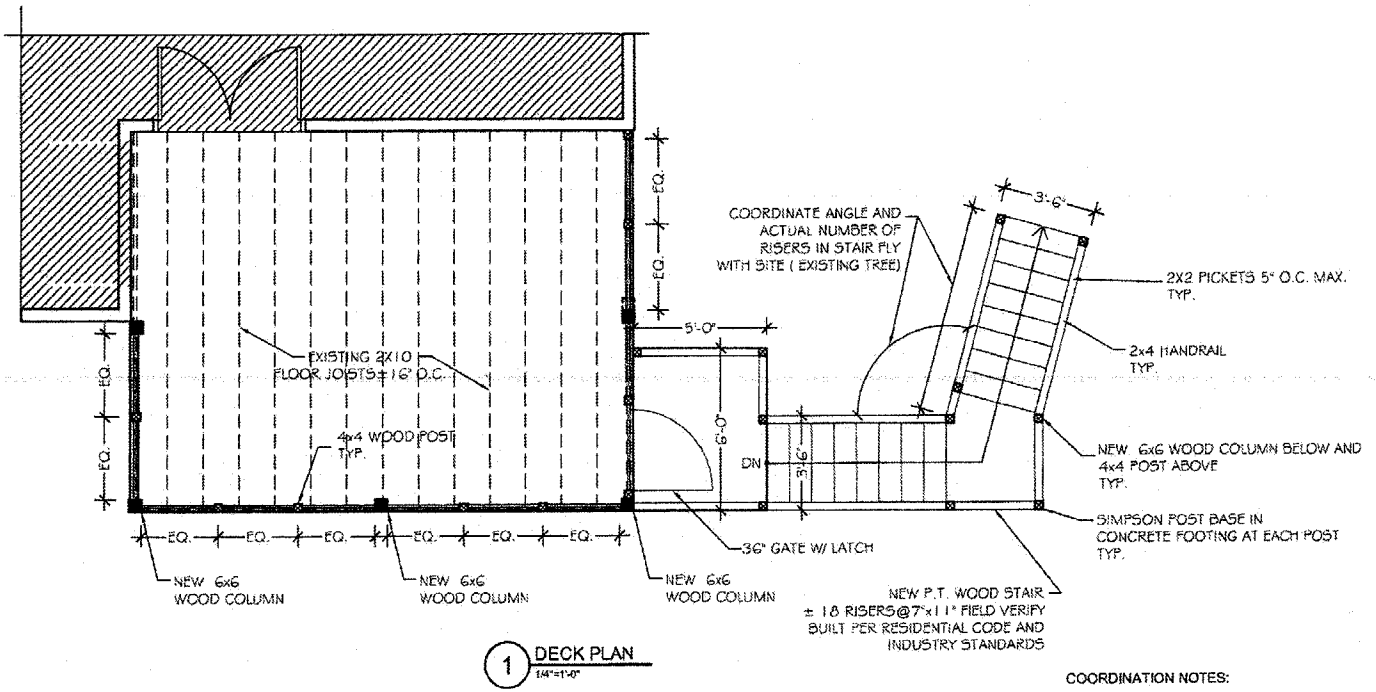
3.CONTRACTOR SHALL FOLLOW WRITTEN INSTRUCTION FOR SIMPSON STRONG-TIE CONNECTORS AND FASTENERS.

CONTACT: ED MIKULCIK, PHONE: 404-409-6715
116 MONTEREY DRIVE, PEACHTREE CITY, 30269, GEORGIA

PORCH REMODEL

REAR ELAVATION, SCALE ¼"=1'-0"
DATE: JANUARY 29, 2014

A-104



1 DECK PLAN
1/4"=1'-0"

COORDINATION NOTES:

1.IT IS ASSUMED THAT EXISTING BEAM SUPPORTING ROOF ACROSS THE COVERED PORCH IS SPANING FULL WIDTH OF THE PORCH AND IT IS POSSIBLE TO CUT IT WHERE SHOWN AND HANG EACH END ON THE NEW LVL. IF NOT SEE OPTIONAL DESIGN.

2.ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY.

3.CONTRACTOR SHALL FOLLOW WRITTEN INSTRUCTION FOR SIMPSON STRONG-TIE CONNECTORS AND FASTENERS.

CONTACT: ED MIKULCIK, PHONE: 404-409-6715
116 MONTEREY DRIVE, PEACHTREE CITY, 30269, GEORGIA

PORCH REMODEL

DECK PLAN, SCALE ¼"=1'-0"
DATE: JANUARY 29, 2014

A-103

the Fred
FREDERICK BROWN, JR. AMPHITHEATER

To: Mayor and Council

From: Nancy Price
Amphitheater Manager

Re: Changes in Rental Structure for The Fred

Date: February 28, 2014

The Fred currently has three price structures in place for rental of the facility: For-Profit Non-Profit and School Rental.

Staff is recommending that we amend the rental policy to allow for non-profit (501c3) and school rental use only.

Research of other local music venues such as Chastain Park and Southern Ground Amphitheater has confirmed that similar policies are in place. This will allow the Fred staff to be in total control of the quality and selection of entertainment that appears at the venue. It will also help guarantee that all performances, marketing and production of the concerts are delivered at the highest professional level.

The Fred has established itself as one of the leading entertainment venues in metro Atlanta. The staff has also worked very hard to bring The Fred financials back from a significant operating deficit to operating well in the black. Because of this, rental revenue is no longer necessary to ensure operating success. Staff believes that minimal budget impact will result from this rental policy change.

The schedule for 2014 not only includes a special 20th anniversary concert series line up but also a more extensive schedule of spotlight shows to compliment the series.

APPLICATION FOR NON-PROFIT FACILITY RENTAL OF THE FREDERICK BROWN, JR. AMPHITHEATER CITY OF PEACHTREE CITY

Non-Refundable Application Fee: $100.00

Applicant Name (hereinafter "User" or "Applicant"):

_____

Applicant Address: _____

Applicant Telephone Numbers: _____

~~**Is the proposed event to be conducted by a non-profit organization for or in association with an ORGANIZATION ? ____Yes ____No**~~

~~**If yes, state the following:**~~
ORGANIZATION NAME: _____

ORGANIZATION ADDRESS: _____

HEADQUARTERS TELEPHONE: _____

HEAD(S)/CONTACT(S) AT ORGANIZATION: **Name(s)** _____

Telephone(s)_____

[ATTACH ADDITIONAL PAGES AS NECESSARY FOR COMPLETE ANSWERS]

NAME OF EVENT: _____

PURPOSE OF EVENT: _____

Proposed DATE(S) for EVENT: _____

Is there an event CHAIRPERSON? ____ Yes ____ No

If yes, state the following:
NAME OF CHAIRPERSON: _____

ADDRESS OF CHAIRPERSON: _____

TELEPHONE OF CHAIRPERSON: _____**EMAIL OF CHAIRPERSON**_____

Proposed LOAD-IN TIME AND DATE: _____ **on** _____

Proposed LOAD-OUT TIME AND DATE: _____ **on** _____

Proposed TIME OF PERFORMANCE: From _____ **to** _____

NUMBER OF PERSONS anticipated to be attending event: _____

Will SIGNS or BANNERS be erected? ____Yes ____ No
If yes, detail such proposed signs/banners below, including size and location, etc.
_____

NOTE: ALL EXISTING SIGNAGE WITHIN THE FACILITY MUST REMAIN IN PLACE.

TECHNICAL EQUIPMENT to be used: _____

NOTE: ALL ~~TECHNICAL~~PRODUCTION EQUIPMENT SHALL BE OPERATED ONLY BY "THE SHOW BUSINESS SOUND AND LIGHTING, INC."

BMI Account #: _____

ASCAP Account #: _____

~~*Benefit Concerts please provide song list before concert to Amphitheater Manager~~

~~***Every vendor the City does business with must comply with the SAVE Program as mandated by the State of Georgia. Noncompliance will result in your organization unable to do business with the amphitheater.~~

Please include the attached forms with your application.

~~SAVE FORM~~
W-9
501(c)(3) IRS Letter of Determination

THE FOLLOWING PROVISIONS MUST BE MET BY THE APPLICANT:

1. Recognizing that the entertainment venue Frederick W. Brown, Jr. Amphitheater located at 201 McIntosh Trail, Peachtree City, Georgia 30269 (hereinafter the "Facility") is a limited-use facility located within a residential community, the applicant agrees to abide by operational policies and procedures that are consistent with the nature of the Facility and the surrounding neighborhood. The applicant acknowledges reading and understanding the operational policies and procedures of the Facility.
2. The applicant must be a non-profit organization located in Fayettetet County
3. 501(c)(3) ~~C-3~~ documentation is required
~~1.~~4. The Entertainment lineup must be submitted to and approved by Amphitheater Manager
~~2.~~5. User will abide by fees as outlined in Attachment A
~~3.~~6. No alterations, additions, repairs or modifications to the appearance of the Facility shall be permitted. No tacks, nails, staples, or tape shall be attached to the Facility or any part thereof, nor will the User be permitted to paint or stain the Facility.
~~4.~~7. User agrees that all vehicles transporting equipment for the event will park in designated parking areas as depicted as such by the Amphitheater Manager. Vehicles are permitted beyond the fenced area and on walking paths for unloading and loading purposes only and must be removed to a designated area immediately after unloading or loading. There will be no parking at the back gate or next to the stage area.
~~5.~~8. User agrees to indemnify and hold harmless the City from and against any and all claims of any persons, firms or corporations for payments of royalties or fees due as a result of the playing or performance of any music or other artistic media protected by United States copyright law or valid licensing agreements. By signing this agreement, User covenants and warrants either that no such fees or royalties are due or that User shall pay them as required by federal law. User further agrees to pay all legal expenses, attorney's fees and court costs as incurred by the City in defense of any claim based on copyright infringement or payment of royalties or fees. User will provide current BMI and ASCAP Account numbers to be used by the City on Licensing Reports. If the user does not have accounts with BMI or ASCAP those fees will deducted in the final settlement. All benefit concerts must provide song lists to be used to submit licensing reports.
~~6.~~9. Sales Tax is required to be paid on all tickets sales. The amphitheater will include sales tax in the ticket price and deduct from the final payment.
~~7.~~10. The consumption of alcoholic beverages may be permitted during shows, plays, concerts and performances when the following conditions are met:
    a. The proposed activity or event must be primarily for people twenty-one (21) years of age or older;
    b. The Chief of Police or his designee has determined in writing that the activity does not have the potential for creating an unreasonable risk of riotous or disorderly conduct; and
    c. The request for permission to allow alcoholic beverage consumption has been approved in writing by the Mayor or City Manager of Peachtree City, Georgia, based on the recommendation of the Amphitheater Manager.
~~8.~~11. The User hereby agrees that it shall be bound by the valid laws of the United States, the State of Georgia, and all valid ordinances, regulations, policies and laws of Peachtree City, Georgia, including without limitation those regarding the sale and consumption of alcoholic beverages. The Peachtree City ordinances include, but are not limited to, the sound ordinance which has an 85 DB limit and a city imposed 11 P.M. curfew.
~~9.~~12. Pursuant to City and Facility policy, no smoking is permitted within the fenced area surrounding the Facility, except within designated smoking areas. User hereby accepts responsibility for notifying all personnel of this policy.
~~10.~~13. The Amphitheater Manager reserves the right to review any contracts between the User and other parties involved in the use of the Facility.
~~11.~~14. No advertising or publicity naming the Frederick Brown Jr. Amphitheater shall be distributed prior to the payment of the required fees and the signing of the Facility Rental Agreement. Such advertising or publicity naming the facility must use the correct title of the amphitheater, specifically: Frederick Brown, Jr. Amphitheater or The Fred. For advertisement purposes, when the name of the amphitheater is stated it may not be represented or construed to represent a logo or

endorsement of any kind. The Amphitheater Manager shall have final approval of all advertising material.

~~12.~~15. The City reserves the right, through its administration, to eject any objectionable party or parties from the Facility or grounds, and may exercise this right through any of its employees, committees, agents, security personnel or policemen.

~~13.~~16. User agrees that the individual named in the Application and designated as contact person, shall be present at the facility at all times during the event, including all rehearsals.

~~14.~~17. Should the event be cancelled, User forfeits any and all fees paid under this agreement and User releases the City from any and all liability for any and all damages caused by said cancellation.

~~15.~~18. User agrees that due to the outdoor nature of the Facility, inclement weather may adversely affect its use during the scheduled event. User hereby assumes the risk of such occurrence, including but not limited to rain and cold temperatures, and further waives any right to claim damages or seek reimbursement of any fees from the City due it occurrence of such natural phenomena. In the event that the City, in its sole discretion, determines that the scheduled performance must be canceled due to natural disaster, the User may be granted the next available date for use of the Facility.

~~16.~~19. The City reserves the right, without notice, to cancel this Facility Agreement at any time whatsoever, if in the determination of the City cancellation is necessary to protect the health, welfare, morality or safety of the public, or if the premises are used for any purposes other than specified in this Agreement, or if User's actions or use of the Facility constitutes a nuisance or any other way is a violation of the laws or ordinances of Peachtree City, Fayette County, the State of Georgia.

THE FOLLOWING SERVICE PROVIDERS MUST BE UTILIZED BY THE APPLICANT:

1) Food and Beverage Concessions. City expressly reserves the right to designate the person or entity to sell refreshments and other concession items and conduct concession (food and beverage) services at the Facility during the Term. No person other than the person or entity chosen by the City can sell refreshments or other concession items and conduct concession (food and beverage) services at the Facility~~.~~
2) Merchandise. Applicant may sell merchandise such as programs, souvenirs, or clothing if it so desires.
3) Tickets. **Ticket Alternative**, the Amphitheater's ticket provider, ~~may~~shall be the provider of tickets for the event~~, at the applicant's discretion. If Ticket Alternative is chosen as the provider,~~ tTickets may be provided through the Box Office only at the Amphitheater Manager's discretion. ~~If Ticket Alternative is chosen, ticket stock must be approved by the Amphitheater Manager~~. All online tickets must be sold through Ticket Alternative. A $2.00 per ticket charge will be assessed for all tickets sold to cover administrative expenses and must be included in the ticket price. Sales Tax must be included when determining the ticket price
4) ~~Technical~~Production Equipment. **The Show Business Sound and Lighting Inc.** shall provide ~~technical~~production equipment and Applicant will contract separately with Show Business, separate from the venue rental. All such equipment shall be loaded, unloaded, and operated only by personnel employed by The Show Business and approved for use at the Facility by the City of Peachtree City. Payment for personnel shall be the sole responsibility of Applicant. Applicant will be held liable for any lost, damaged, or stolen equipment. Amphitheater equipment will not be altered or adjusted in any way. The Amphitheater Manager or The Show Business will have final control over all technical equipment, including but not limited to sound level.(maximum of 85 DB)
5) Lighting. The Amphitheater may provide lighting, which, in its sole opinion, is adequate with respect to the intended use of the Facility by User. Failure to provide said lighting shall not abrogate this Agreement and shall not entitle the Applicant to any rebate of fees paid. In the event Applicant requires electrical adaptions or additions beyond those provided at the Facility, Applicant shall not be allowed to begin its scheduled event until the work has been completed by an electrician approved by the Facility Manager. Applicant is responsible for all costs arising under this paragraph and payment for all costs must be made directly to The Show Business Sound & Lighting Inc. by the Applicant~~.~~
6) Security and Staffing Services. A security and staffing plan will be developed with the Amphitheater Manager. For concerts, back of house security will be provided by the Amphitheater with all costs borne by the Applicant. Applicant shall submit a security plan to the Amphitheater Manager who will submit the plan to the Chief of Police of Peachtree City or his designee for approval as a condition precedent to this Agreement. Failure to comply with this requirement within fifteen (15) days of the scheduled event shall be grounds for recision of this Agreement. Applicant hereby expressly agrees and acknowledges that all security personnel used inside and outside the Facility will be provided by the Police Department of the City of Peachtree City. It is further agreed and understood that the Facility Manager may require the Fire Marshal to inspect the proposed use of the Facility. It is hereby agreed and acknowledged that fire inspection shall be solely at the discretion of the Facility Manager. All costs for the provision of security, staffing, and fire inspection shall be borne by Applicant. Off-duty officers typically receive $30.00 per hour with a four-hour minimum. All payments for will be directly paid by applicant to off duty police officers. Rates for staffing are set forth on the Venue Rental Rate Form attached hereto as **Attachment A**.
7) Cleaning. **The Amphitheater's designated cleaning company**~~.~~ will provide the cleaning cost to be negotiated by the user and the cleaning company. All costs will be borne by Applicant and payment must be made directly by Applicant to cleaning company.~~.~~
8) Facility Supervisor. Applicant must pay all costs incurred by the Amphitheater for the provision of a facility supervisor who shall be responsible for all communications between the Applicant and the Amphitheater Manager in preparation for and during the scheduled event. The fee for the provision of said supervisor shall be $25.00 per hour and the supervisor must be in attendance at all rehearsals, load-in,

and load-out and during the hours scheduled for the performance of the event. Payment for said services shall be made prior to the initiation of any rehearsal or performance. ~~If the anticipated crowd is larger than 1000 people the Applicant will be required to have a second supervisor in attendance during the event at an additional fee of $25.00 per hour.~~

INSURANCE REQUIRED. The User agrees to obtain and maintain for the term of this Agreement, liability insurance with a company authorized to do business in the State of Georgia of not less than One Million Dollars ($1,000,000.00) coverage for personal injuries per individual, Two Million Dollars ($2,000,000.00) coverage in the aggregate, and not less than One Million Dollars ($1,000,000.00) coverage for property damages. Said insurance shall be performance specific and site specific. Said insurance shall cover the Facility and any expanded boundaries thereof which will be used for the scheduled event as detailed in the Users application incorporated herein. Said insurance shall be issued by an insurance company with A.M. Best Rating of A or better by a company authorized to transact business in Georgia. A certificate of proof of coverage or a copy of the policy must be provided to the Association within fifteen days of the scheduled event and must accompany this agreement. Failure to comply with this requirement within fifteen days of the scheduled event shall be grounds for rescission of this Agreement.
The insurance policies required hereunder may not provide for a "deductible" from the coverage thereunder, except as may be specifically consented to by the City of Peachtree City, and Applicant may not otherwise act as a self-insurer except as may be specifically consented to by the City of Peachtree City.

Background/Credit Check: The Amphitheater may, at its discretion, complete a background check and/or credit check of the User at the User's Sole Expense

HOLD HARMLESS AGREEMENT

I, the undersigned Applicant, hereby agree to indemnify, defend, pay and hold harmless the City of Peachtree City and its officers and employees, from any and all claims or lawsuits for personal injury or property damage arising from or in any way connected to the special event; excepting any claims arising solely out of the negligent acts of the City of Peachtree City , its officers and employees.

Applicant: _____ **Print Name:** _____

Other permits may be required. See City of Peachtree City Special Code of Ordinances.

I, the undersigned applicant, understand that this application is not complete until the above information is provided, all listed documents are submitted in completed form, and the application fee is paid. I further acknowledge and understand that the completed document entitled *Application for Facility Rental of the Frederick Brown, Jr. Amphitheater* constitutes a contract by and between the City of Peachtree City and the applicant.

I, the undersigned applicant, understand that when this application is complete that a non-refundable down-payment of 50% of the rent will be due with the completed application. A fully refundable security deposit of $500 will also be required and due with completed application., ~~with the amount based on the anticipated number of attendees.~~
~~Less than 1,000 attendees - $500 1,000 or more - $1,000.~~ The balance of the rental rate will be due 30 days prior to the event date. Portions or all of the security deposit may be retained by the Facility if terms of the contract are not fully met by the User.

I further acknowledge and understand that the Facility Rental Agreement must be executed and the above noted fees paid before dates for the projected event will be reserved. Application is hereby made according to the requirements of the Code of Ordinances, City of Peachtree City, Georgia to hold the event as described herein. I/We agree to conform to all laws, ordinances, and resolutions regulating same.

_____ _____

Signature of Applicant **Date**

Please return to:

The Frederick Brown, Jr. Amphitheater
Attn: Nancy Price, Amphitheater Manager
201 McIntosh Trail
Peachtree City, Georgia 30269

AMPHITHEATER USE ONLY

APPROVED **DENIED**

_____ _____

Amphitheater Manager [or his/her designee] **Date**

APPLICATION FEE	**$ 100.00**
FEE PAID: $ _____ **DATE: _____**	

**Attach Exhibit A- Venue Rental Rate Form*
~~*Attach Exhibit B-SAVE Form*~~
Attach Exhibit C- W-9

City Council of Peachtree City
REVISED AGENDA
March 6, 2014
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Proclamation – 100th Anniversary of the Atlanta Metro Chapter of the Red Cross
Recognition of United Radio Employees

IV. **Public Comment**

V. **10-minute Talk**
Will Garner, Midwest Food Bank

VI. **Agenda Changes**

VII. **Minutes**
February 20, 2014, Regular Meeting Minutes

VIII. **Consent Agenda**
1. **Consider Name Change of Baseball Soccer Complex (BSC) to Peachtree City Athletic Complex (PAC)**
2. **Consider Elimination/Replacement of Positions in the Police Department**
3. **Consider FY 2014 Budget Adjustments**

IX. **Old Agenda Items**

X. **New Agenda Items**
03-14-01 **Public Hearing – Consider Variance Request to Rear Building Setback, Mikulcik Residence (116 Monterey DR)**
Applicant desires to construct roof & screen enclosure over existing deck located within the rear building setback
03-14-02 **Consider Revisions to The Fred Rental Agreement**

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

XII. **Executive Session**

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: James L. Pennington, City Manager

FROM: Paul J. Salvatore, Financial Services Director PJS
Kelly Bush, Assistant Finance Director KB

DATE: March 5, 2014

SUBJECT: Budget Amendments – Georgia DOT/LMIG Grant

March 6, 2014 City Council Agenda

Recommendation:

It is Staff's recommendation that City Council accepts a Local Maintenance & Improvement Grant (LMIG) from the Georgia Department of Transportation in the amount of $273,481.32 and approves the attached budget amendment to the 2014 budget resolution to accommodate these additional funds.

Discussion:

Under the guidelines for this grant, these funds are to be used for maintenance and improvements to dedicated public roads which must be part of the Public Road System of the City. The attached project list contains appropriate street resurfacing projects that meet those requirements. The required matching funds are part of the current budget and will not require an additional budget amendment.

Budget Impact:

Be it resolved the attached budget amendment will increase both revenues and expenditures in the general fund by $273,482 to $31,106,503. The match requirement is already part of budgeted expenses and will not impact the general fund.

Attachments: Award letter, budget amendment, project list.

kb: council reports/budget amendment – 2014 LMIG Grant

Keith Golden, P.E., Commissioner

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

June 19, 2013

RECEIVED
JUN 25 2013
PEACHTREE CITY
CITY HALL

Don Haddix, Mayor
City of Peachtree City
151 Willowbend Road
Peachtree City, GA. 30269

RE: FY 2014 Local Maintenance & Improvement Grant (LMIG) Program

Dear Mayor Haddix:

The Department received very positive comments from local and state officials regarding the success of the FY 2013 LMIG Program. The Local Grants Office processed and approved 587 applications and authorized over 99% of the annual LMIG Allocation for the state. We will begin accepting applications for the FY 2014 Local Maintenance and Improvement Grant (LMIG) Program on July 1, 2013. For your FY 2014 LMIG grant, please complete the attached application along with your project list containing the road name, length of project, termini, type of work, project cost and construction let date. Please note that starting in 2014, the Department has revised the LMIG General Guidelines and Rules to read that *"All LMIG projects SHALL be constructed in accordance with GDOT Specifications and Guidelines"*.

Your formula amount for the 2014 LMIG Program is $273,481.32. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d). The LMIG application, General Guidelines and Rules, and your formula allocation can be found on the Department's website at www.dot.ga.gov/localgovernment//FundingPrograms/LMIG. Some of you have already submitted a status report of your FY 2013 project list. For those that have not, we must have received this report from you before final approval can be given on your FY 2014 application. Submit your application and project list to the Local Grants Office in Atlanta at 600 West Peachtree Street NW, Atlanta, Georgia 30308 no later than January 1, 2014.

If you should have any questions regarding the LMIG Program please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter, this will allow the Department to assist you in your road and street improvements.

Sincerely,

Keith Golden, P.E
Commissioner

KG:TLG
Attachments

Cc: Mr. Thomas Howell; Hon. Virgil Fludd; Hon. David Stover; Hon. Matt Ramsey; Hon. Ronnie Chance; Mr. Sam Wellborn

Revised 6/18/2013

GEORGIA DEPARTMENT OF TRANSPORTATION
LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2014

TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.

All Applications must be submitted by the Local Governing Official to the Georgia Department of Transportation, Office of Local Grants, 600 West Peachtree Street NW, Atlanta, Georgia 30308.

LOCAL GOVERNMENT INFORMATION

Date of Application: 12/12/2013

Name of local government: City of Peachtree City

Address: 153 Willowbend Road Peachtree City, Ga 30269

Contact Person and Title: David Borkowski, City Engineer

Contact Person's Phone Number: 770-631-2538

Contact Person's Fax Number: 770-631-2552

Contact Person's Email: dborkowski@peachtree-city.org

Is the Priority List attached? ☑ Yes ☐ No

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Don Haddix (Name), the Mayor (Title), on behalf of Peachtree City (local government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-1 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

Revised 6/18/2013

GEORGIA DEPARTMENT OF TRANSPORTATION
LOCAL MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2013

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made.

Local Government:

[signature] (Signature)

Dan Haddix (Print)

Mayor / Commission Chairperson

12-13-2013 (Date)

SEAL:

132802
E-Verify Number

Sworn to and subscribed before me,

This 13th day of December 20 13
In the presence of:

NOTARY PUBLIC
9-12-14 [signature]
My Commission Expires:

Sign

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____. Such allocation must be spent on any or all of those projects listed in the Project List.

This _____ day of _____, 20___.

_____
Terry L Gable
Local Grants Administrator

CITY OF PEACHTREE CITY

Budget Adjustment

BUDGET ADJUSTMENT NUMBER BA0000574

TRANSACTION NUMBER 12457

DATE March 6, 2014

ACCOUNT	*PJT*	*DESCRIPTION*	*Increases*	*Decreases*
100-4100-334102		State Grants - DOT - LARP/LMIG	273,482.00	
100-4100-522270		Street Resurfacing Projects	273,482.00	

TOTAL 546,964.00 $ -

Explanation:
To budget for 2014 LMIG Grant

Increases total general fund budget from $30,833,021. to $31,106,503.

ENTERED CL

APPROVED KCB

2014 LMIG Project List

Formula Amount = *$273,481.32*

Project Amount must be at least Formula Amount +30% = *$355,525.72*

City Match = $82,044.40

Project	Road Name	Begin	End	Length (mi)	Description of Work	Cost	Schedule
1	Commerce Drive	WestPark Drive	Aberdeen Parkway	0.2	12" Full Depth Reclamation with 2" asphalt topping	$80,000.00	Summer 2014
2	Southworth Court	Oakdale Avenue	cul-de-sac	0.04	Mill with 1.5" Permaflex and 1" topping	$4,100.00	Summer 2014
3	WestPark Drive	SR 74	Commerce Drive	0.5	Mill with 1.5" Permaflex and 1" topping	$70,400.00	Summer 2014
4	Rolling Green	Blue Smoke Trail	cul-de-sac	0.3	Mill with 1.5" Permaflex and 1" topping	$33,600.00	Summer 2014
5	Adell Court	Melrah Hill	cul-de-sac	0.05	Mill with 1.5" Permaflex and 1" topping	$5,000.00	Summer 2014
6	Rubicon Road	Holly Grove Road	Welton Way	0.3	Mill with 1.5" Permaflex and 1" topping	$30,000.00	Summer 2014
7	Pinemount Drive	Golfview Drive	Golfview Drive	0.3	Mill with 1.5" Permaflex and 1" topping	$35,000.00	Summer 2014
8	Holly Grove Church Road	Redwine Road	Dead End	0.4	Mill with 1.5" Permaflex and 1" topping	$41,000.00	Summer 2014
9	Hilltop Drive (East)	HipPocket Road	HipPocket Road	0.3	Mill with 1.5" Permaflex and 1" topping	$29,000.00	Summer 2014
10	Grecken Green	Morallion Hills	cul-de-sac	0.7	12" Full Depth Reclamation with 2" asphalt topping	$155,000.00	Summer 2014
11	Stevens Entry	SR 54	Peachtree Parkway	0.4	Mill with 1.5" Permaflex and 1" topping	$57,000.00	Summer 2014
12	Georgian Park (Eastbound)	SR 74	Peachtree Parkway	0.7	Mill with 1.5" Permaflex and 1" topping	$49,000.00	Summer 2014
13	Georgian Park (Westbound)	SR 74	Peachtree Parkway	0.7	Mill with 1.5" Permaflex and 1" topping	$49,000.00	Summer 2014
14	McIntosh Trail	Flat Creek Bridge	Peachtree Parkway	0.6	Mill with 1.5" Permaflex and 1" topping	$77,000.00	Summer 2014
15	Peachtree Parkway (Southbound)	Braelinn Road	Crosstown Drive	0.7	Mill with 1.5" Permaflex and 1" topping	$82,500.00	Summer 2014
16	Peachtree Parkway (Northbound)	Braelinn Road	Crosstown Drive	0.7	Mill with 1.5" Permaflex and 1" topping	$82,500.00	Summer 2014
17	Willow Road	SR 74	Willowbend Road	0.5	Mill with 1.5" Permaflex and 1" topping	$56,000.00	Summer 2014
18	Planterra Way	SR 54	Terrane Ridge	0.7	Mill with 1.5" Permaflex and 1" topping	$77,000.00	Summer 2014

Project Amount Total = $1,013,100.00