

City Council of Peachtree City
REVISED AGENDA
March 1, 2012
7:00 p.m.

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Announcements, Awards, Special Recognition**
 - Recognize Robert Harkins for 15 Years of Service
 - Recognize Andy Lee for 15 Years of Service
 - Recognize Chad Matheny for 15 Years of Service
- IV. **Public Comment**
- V. **Agenda Changes**
- VI. **Minutes**
 - January 19, 2012, Regular Meeting Minutes
 - February 2, 2012, Regular Meeting Minutes
 - February 16, 2012, Regular Meeting Minutes
- VII. **Consent Agenda**
 1. **Consider Mutual Aid Agreement with Coweta County**
Update to existing agreement for mutual aid fire suppression and emergency medical assistance
 2. **Consider Budget Adjustments – FY 2012**
- VIII. **Old Agenda Items**
 - 02-12-04 **Consider Contract with FCDA and PTC ***
* (Revised proposed agreement in revised agenda packet)
Agreement to create & implement existing business retention & expansion strategy on behalf of City
- IX. **New Agenda Items**
 - 03-12-01 **Public Hearing - Consider Transmittal of Peachtree City Comprehensive Plan - 2012 Partial Plan Update**
As required by the Georgia Planning Act, staff has prepared the City's annual update.
 - 03-12-02 **Consider Bid – Capital Equipment Lease**
Approval requested for financial institution for financing of equipment; staff recommendation to be made prior to Council meeting
 - 03-12-03 **Consider Approval of LMIG Contract with GDOT for Paving of Peachtree Parkway North**
Approval requested of agreement with GDOT to resurface 3.24 miles of Peachtree Parkway North
 - 03-12-04 **Consider Grant from Georgia Library Service**
Request to designate local funding for grant to repair Library roof
- 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 ATTORNEY CHANGE

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representatives were chosen and said nothing about establishing a panel. Without State legislation, the appointment fell under the City Charter.

Haddix said this was not a power of the City Council, but that of the Mayor. He said he had discussed the matter with the City Attorney, who agreed there were legal questions and the matter should be reviewed by a judge. This was a temporary, ad hoc committee, and the Administration Ordinance dealt with permanent committees and boards.

Haddix said he was also concerned that, but incorporating the panel into the Boards and Commissions section of the Administrative Ordinance would require the City to post the positions and hold interviews prior to making the appointment.

Dienhart said he did not think posting the interviews would be an issue if City staff members were appointed. Haddix said the authority to appoint the committee or representative was the issue, and under the City Charter, that power lay with the Mayor.

Learnard asked Meeker, if Council adopted the ordinance that evening, was the next logical step the appointment of the panel. Meeker said that would be the next logical step. He said Meeker clarified that he had talked to the Mayor, and there were legal questions in his mind for which he had no definitive answers. The only way to get a definitive answer would be from a judge. He said the Charter listed the Mayor's powers. There was some support for Council being able to create this panel, and the LOST legislation referenced decisions by the governing authority.

Meeker continued that the other point of the panel was to carry out a constant review of the delivery of services in Peachtree City and Fayette County, so it would be an ongoing process.

Haddix reiterated this was a Charter issue because there was no act of the legislature dictating how the LOST negotiations would be conducted. If Council wanted to move forward with a panel for LOST review, then they should include property taxes, fees, and the other revenue sources that funded the City's services. Council could not hand pick their approach based on the type of tax. Haddix said he liked the current system of staff bringing forward their recommendations for the budget and any changes, and the Mayor and Council could bring forward their ideas and everyone discussed and considered all the input.

Dienhart noted the LOST negotiations were not part of the City's annual budget process and only occurred every 10 years. Haddix noted that State legislation created and authorized development authorities, planning commissions, water & sewerage authorities, but not a committee for this function.

Fleisch asked, if Council passed the ordinance that night and appointed the negotiation team, was the Mayor saying he would issue some type of legal challenge to the process. Haddix said he was not saying he would or would not, but legal action would not be limited to a member of Council and the decision could be contested by anyone.

Dienhart said the most important goal to remember was what would be best for Peachtree City. Learnard agreed, saying her one job was to serve the citizens of Peachtree City. They needed to send the best representatives for the City, representatives with financial expertise, a deep understanding of the City's budget, who can negotiate in good faith, work well with others, maintain good working relationships, and bring back factual information to Council. Learnard said she supported the ordinance.

Haddix said he was hearing that they were saying they did not care if the ordinance was legal. Learnard disagreed, saying they realized there might be a legal question, but that the interests of the citizens were best served by the ordinance.

Imker said they had established this would not be a temporary committee. Imker asked Meeker if the Recreation & Special Events Advisory Board was recognized under State law. Meeker said yes. Imker said the City Charter also outlined Council's duties, and included working with the Mayor to draft ordinances. Imker added that he was removing himself from any consideration for the negotiating team and felt staff could better handle the process.

Dienhart said this was an ongoing process. The elected officials served for four or eight years, while staff held the institutional memory of the organization. It was not fair to the City to send anyone other than the ones with the full information at their fingertips.

Haddix asked Meeker what the Charter stated under Mayor's authority. Meeker said there were 13 items, including appointing and being an ex-officio member of all committees. Learnard said both rights were in the Charter. Imker added that the Mayor's authority also included ensuring that ordinances were being faithfully executed.

Haddix accused Imker of spinning the issue and skipping the section about the Mayor appointing committees. Imker said there appeared to be some conflicts within the Charter. Haddix asked where the Charter said Council Members had the power to create a committee. Learnard and Imker said they had the power to create an ordinance. Haddix said that was spinning the questions since they were creating an ordinance to create a committee.

Fleisch said she thought, since the City Attorney drafted the ordinance, that it would be legal. Her concern was that they pass the ordinance and then have a legal challenge from within the City. Dienhart said that was not in the best interest of the City.

Haddix clarified that, if instructed to do so, Meeker would draft an ordinance even if he disagreed with it. Haddix said Meeker drafting it did not mean it was legal, but that he was instructed to draft it.

Meeker said he would certainly draft an ordinance if instructed, and clarified that he co-drafted the ordinance with the City Clerk. However, whenever he drafted an ordinance, he worked to draft an ordinance in the most legal way possible. There had been ordinances he had drafted that had been subject to legal challenge.

Haddix said he was seeking clarity for the meeting minutes.

Learnard moved to approve the ordinance for the Service Delivery Review and Local Option Sales Tax Negotiation Panel. Dienhart seconded. Motion carried 4-1 (Haddix).

~~Learnard-Fleisch~~ moved to appoint Ted Meeker, Jim Pennington, and (Financial Services Director) Paul Salvatore as the LOST negotiation panel for the City of Peachtree City. Haddix suggested appointing five members because every time the group met, it would be subject to Open Meetings advertising. Meeker confirmed that the meetings would need to be posted whenever a quorum of the members met. Council was not averse to posting the meetings. Dienhart seconded the motion. Motion carried 4-1 (Haddix).

**INDEPENDENT AGENCY CONTRACTUAL AGREEMENT FOR FUNDING
FROM THE CITY OF PEACHTREE CITY, GEORGIA
JANUARY 1, 2012 THROUGH DECEMBER 31, 2012**

FOR AND IN CONSIDERATION of the mutual benefits received, the **City of Peachtree City, Georgia** (hereinafter called the "**City**") and the **Fayette County Development Authority** (hereinafter called the "**Authority**"), hereby enter into a contractual agreement as follows:

I. SERVICES TO BE PROVIDED BY FAYETTE COUNTY DEVELOPMENT AUTHORITY:

A. Base services: The Authority will be responsible for developing and implementing strategic economic development action items on behalf of the City to include targeted marketing programs for identified business development and retention programs and for the attraction, retention and growth of general retail, industrial, and office businesses and other policy directives as approved by the City Council and the Authority Board of Directors, and should strive to achieve the following objectives:

1. Develop a city with a strong, sustainable economy that provides opportunity and a high quality of life for all its citizens in a supportive and empowering manner.
2. Continue to enhance a diverse and sustainable local economy.
3. Build an employment environment that provides citizens of the City the opportunity to increase their personal income throughout their careers.
4. Develop a healthy and sustainable tax base that will permit locally funded educational institutions and governments to meet the services needs of Peachtree City citizens.
5. Encourage expansion of existing local professional firms, businesses, industries, health services and retail initiatives and assist them in competing in state, local and regional economies
6. Recruit businesses and commercial enterprises to the city in an effort to expand the opportunities and tax base available in the City
7. Assist the City in redevelopment efforts to allow for expanded economic activity.

B. Essential services: In order to meet the base services objectives, the

Authority will utilize funds obtained from the City to:

1. Task an employee with the primary responsibility to work with new and existing businesses and industries in the City so that they are best able to develop, grow and expand within the boundaries of the City. Said employee shall also focus efforts on developing relationships with existing business leaders, elected and appointed leaders and workforce professionals in the City in an effort to serve as a resource and main point of contact for business inquires. The Authority will manage all human resource needs of said employee and it will not be the responsibility of the City to provide any funds or benefits other than those so outlined in this contract.
 2. Develop and implement a Business Retention and Expansion survey in order to formulate future strategies for retention and expansion.
 3. Promote Peachtree City as a location for new business and industry locations
 4. Assure coordination with city staff on new and expanding projects as well as report to the City on information gained from interactions with new and existing businesses.
 5. Provide information back to the City in the form of regular written reports on activities and bi-annual presentations to City leaders on activities and results. The FCDA will be expected to work with and report to the City through the office of the Peachtree City City Manager. Said reports will include, but not be limited to:
 - a. Job Growth/Loss Statistics
 - b. Business Formation Statistics
 - c. General Wage and Salary Statistics
 - d. Economic Impact Statistics
 - e. General information on number of new projects worked
 - f. General information on contacts with existing businesses
 - g. Other statistical information as determined
- C. City provisions: In order for the Authority to best carry out this contract, the City agrees to provide the authority with acceptable office/meeting space in the City Hall Complex so that the Authority can have a part- to full-time presence in the City for office hours and meetings.

II. PAYMENT OF FUNDS FROM THE CITY:

- A. Base Payment: Seventy-five thousand dollars (\$75,000) per annum.

- B. Method of Payment: Periodic, base payment in quarterly installments, beginning in JANUARY, 2012.

III. FINANCIAL MANAGEMENT:

- A. **The Authority** shall keep accurate records in accordance with generally accepted accounting principles.
- B. **The Authority** shall have a comprehensive audit performed of all agency funds by a Certified Public Accountant or a state/federal government agency in compliance with generally accepted auditing standards. The cost of this audit shall be paid by **The Authority**. A copy of this audit report shall be submitted to the City Finance Department within 180 calendar days of the end of the agency's fiscal year.

IV. RIGHT TO EXAMINE RECORDS:

- A. Upon the request of the City's Finance Director, **The Authority** shall provide timely and appropriate access to an authorized agent of the **City** to review all accounting records and related documents to conduct audits and examine as appropriate during the year in which the service is provided. The City reserves the right to audit and examine all records up to three years after the close out of the agency's fiscal year.
- B. **The Authority** shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after **The Authority** has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited, and that have arisen or begun before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever is later.

V. PERFORMANCE MEASUREMENT:

- A. The **City** reserves the right to evaluate the performance of services and outcomes proposed and delivered at any time during and for one year after the contract service period.
- B. **The Authority** agrees that it will not discriminate against any employee, applicant, consumer or recipient **The Authority's** services based on race, color, sex, sexual orientation, gender identity, religion, national origin,

citizenship, age, disability, or pregnancy.

- C. **The Authority** will comply with all applicable laws, ordinances, and codes of local, state, and federal governments.

VI. INDEMNIFICATION AND HOLD HARMLESS PROVISION:

- A. **Intentionally omitted.**

VII. TERMINATION CLAUSE:

- A. The **City** or **The Authority** may terminate this agreement with a thirty (30) days written notice to the other party.

VIII. METHOD OF AMENDMENT:

- A. This agreement may be amended/modified at any time prior to expiration of the original contract period by mutual consent of the governing bodies of the Parties hereto. Any modification hereto shall require 30 days' written notification and be signed by duly designated representatives of both Parties.

IX. OPEN MEETINGS AND PUBLIC RECORDS:

- A. **The Authority** shall comply with all applicable requirements of O.C.G.A. Sections 50-18-70 et seq., pertaining to the Inspection of Public Records.
- B. **The Authority** shall comply with all applicable agency requirements of O.C.G.A. Sections 50-14-1 et seq., pertaining to Open and Public Meetings.

X. TERM:

The term of this agreement shall be from January 1, 2012 through December 31, 2012. In the event written notice is not given by either party to this Agreement to the other thirty (30) days prior to the termination date as herein above provided, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) calendar year, beginning January 1, 2013, and continuing to December 31, 2013. Said agreement shall continue thereafter for one (1) calendar year periods unless either party hereto gives thirty (30) days written notice to the other party prior to the expiration of the term then in effect that the party does not wish to extend this Agreement for an additional one (1) year term.

- XI. The parties agree that the validity and interpretation of all rights and all obligations here shall be governed and defined by the laws of the State of Georgia.

**FAYETTE COUNTY
DEVELOPMENT AUTHORITY**

**CITY OF
PEACHTREE CITY**

**RANDY HAYES
CHAIRMAN**

**DON HADDIX
MAYOR**

ATTEST:

ATTEST:

**PHILLIP SMELLEY
SECRETARY
(CORPORATE SEAL)**

**BETSY TYLER
CITY CLERK**

(SEAL)

ATTORNEY'S OFFICE AS TO FORM

03-12-04

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

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

FROM: Jonathan N. Rorie, Community Services Director *JN*

DATE: February 29, 2012

SUBJECT: Georgia Public Library Service-Major Repair and Renovation Grant
March 1, 2012, *City Council Meeting*

Recommendation:

Staff recommends that City Council designate \$215,000 of Facility Bonds as the city's share of funds for the replacement of the roof.

Discussion:

For some time now, the library has been experiencing problems with water infiltration of its roof system with evidence of the leaks throughout the library. Over time, staff has tried to identify and repair potential sources of the leaks and has had multiple contractors recommend total replacement. Currently, Pond & Company is assessing the condition of roof to make specific recommendation regarding its repair.

In early February, staff applied for a grant from Georgia Public Library Service as part of their Major Repair and Renovation grant program. On February 27, 2012, we were notified we had made the short list of potential funding priorities assuming the state encumbers the fund in FY 2013 budget. Based upon program guidelines we would be eligible for the maximum amount of \$100,000 towards the roof replacement. One condition of the grant award is the assurance that local funds are available to move the project forward should the grant funds become available.

Budget Impact:

Staff proposes that funding for the city's share of \$215,000 for the roof repairs be formally designated as an approved project of the Facilities Authority Bond Contingency account pending grant approval or denial.

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- X. Council/Staff Topics**
 - Hot Topics Update**
- XI. Executive Session**

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City Council of Peachtree City
Meeting Minutes
January 19, 2012
7:00 p.m.

The Mayor and Council of the City of Peachtree City met in regular session on Thursday, January 19, 2012, at City Hall. Mayor Haddix called the meeting to order at 7:00 p.m. Other members attending: Vanessa Fleisch, George Dienhart, Kim Learnard, and Eric Imker.

Haddix recognized Firefighter/Paramedic Matt Peczka as the December Employee of the Month and thanked Kiewit Infrastructure South, Paul and Duane Fischer, and Robert and Eleanor Ryan for their donations to the City in December.

Public Comment

There was none.

Agenda Changes

There were none

Monthly Reports

Imker noted the Building Department revenues, with 118,000 total revenues collected for 2011. The previous year total was \$108,000. Imker noted that the fees were not considered a revenue source but was used to support the Safebuilt service, and apparently there was a lot going on.

Imker noted the monthly crime report that Peachtree City's crime statistics had dropped in every category, drug arrests, that dropped from 2010 crime numbers. He said he was impressed with the direction those numbers were going. He also noted that 55,000 calls were answered in all of 2010, while it increased to 68,000 calls in 2011 with the same size force.

Consent Agenda

1. **Consider Appointments to the Board of Ethics**
2. **Consider Law Enforcement Mutual Aid Agreement – Fayetteville**
3. **Consider Alcohol Ordinance Amendment – Alcohol Handler Permits**

Fleisch moved to approve the Consent Agenda as presented. Learnard seconded. Motion carried unanimously.

New Agenda Items

01-12-17 Consider Bid – Tree Removal Services

Public Services Director Mark Caspar noted that the previous contract expired in December, so staff had solicited bids. Staff recommended awarding the contract to Valley Crest Tree Care Service for costs not to exceed \$45,000.

Imker asked what amount had been budgeted for this line item, and Caspar explained the \$45,000 was the budgeted amount, and the bids had been based on a per unit price.

Learnard moved to approve awarding the tree removal services. Fleisch seconded. Motion carried unanimously.

01-12-18 Consider RFP – Architectural Services

City Engineer Dave Borkowski explained that staff was recommending awarding an on-call contract for these services. Over the years, the City had seen a need for periodic architectural

services for various city facilities. Those situations were increasing, and staff decided to solicit proposals for on-call services rather than having to issue an RFP for each project as it arose.

Staff received 13 proposals and short-listed the top five firms based on experience and references. The price proposals were then opened and factored into the matrix, with Pond ranking highest. Borkowski said they had significant experience in municipal projects and noted that a different segment of their firm was working for the City for professional transportation services.

Learnard asked if this was the first time the City had done an on-call contract for architectural services. Pennington explained that it was the first time within recent memory, and the idea arose as all the facilities were being evaluated for the Facilities Bond.

Fleisch asked, with approval that evening, how quickly the backlog of projects could be addressed, and Pennington responded that they could begin right away.

A resident asked if the employees of the firm would be legal residents of the country, and the City Attorney said that the City required the necessary E-Verify compliance documents from all its vendors.

Imker moved to approve the on-call professional architectural services contract to Pond. Learnard seconded. Motion carried unanimously.

01-12-19 Consider Bid – Police Car Accessories

Police Chief H.C. "Skip" Clark said Council had approved the purchase nine new vehicles at the previous meeting. Staff had bid the after-market accessories separately.

Imker said he had asked the Chief to look at accessories manufactured in the United States, and noted the components that were manufactured here. He thanked Clark for the effort. Haddix agreed that they wanted to stay as local as possible.

Imker moved to approve the purchase and installation of the aftermarket accessories for the Chevrolet Caprice PPV vehicles to Trans Comm Services for the bid price of \$125,388. Learnard seconded. Motion carried unanimously.

01-12-20 Consider Natural Gas Provider for City Facilities

Financial Services Director Paul Salvatore said staff was recommending that the City extend its agreement with Coweta-Fayette EMC to provide natural gas to city facilities at a cost savings of nearly \$0.05 per therm over the previous year. Salvatore continued that EMC had committed to the lowest rate, which had dropped from \$0.44 per therm the previous week to \$0.42 that day, and might drop again the following day.

Fleisch moved to approve the agreement with Coweta-Fayette EMC to provide natural gas to City facilities from April 1, 2012, through March 31, 2013. Dienhart seconded. Motion carried unanimously.

01-12-21 Update/Discussion - MacDuff Parkway Path Tunnel

Borkowski addressed Council, saying he would provide an update and was requesting guidance on the project.

The tunnel was located under MacDuff Parkway between Camden Apartments and Wynnmeade. The latest concept had a path along the southern border of the Camden Apartments property along the access road to the Home Depot/Wal-Mart drive. The path would have landscaping and a fence to screen it from the apartments. Staff was coordinating with the apartment complex and needed to finalize a concept to finalize the easement negotiations.

Borkowski said the cost estimate, assuming a donated easement, was \$127,756 for construction, and an estimated \$17,500 for design, permitting, and easement preparation. This totaled \$145,256, and \$115,931 currently remained in the budget for the project. Staff was seeking direction from Council on proceeding with this plan, which needed an additional \$29,325 in funding.

Imker asked where the existing funds were. Salvatore said the funds were in the Public Improvement Program (PIP) fund for capital projects. Imker asked if funds could be used for other purposes. Staff confirmed that Council could reprioritize those funds for other capital projects.

Fleisch asked what prompted the focus on this project. Borkowski said the project had been on the books for several years, with various expensive design concepts. He said he thought the path had always been planned when the commercial area was developed. Over the past couple of years, residents of Cedarcroft had complained about the volume of traffic cutting through their neighborhood to access Wal-Mart.

Fleisch asked if the Cedarcroft path would be removed, or if the tunnel path would just help to reduce the volume on the path. Borkowski said the new path would probably help with access the commercial area along Highway 54, but there would still be some traffic accessing Wal-Mart through Cedarcroft.

Haddix noted that neighborhoods on the west side of MacDuff had to cross MacDuff at a grade crossing. Traffic would only increase when the MacDuff extension went through, making it less safe for those residents to access the entire path system. He said it was ultimately not an issue of if the connection would be built, but of when. It was an integral part of the connectivity.

Dienhart asked if the MacDuff Parkway extension was part of the Transportation Special Purpose Local Option Sales Tax (TSPLOST). Haddix said yes, and it was also mandated in the development agreements with the developers of the northern annexation area. With that said, Haddix understood the City was faced with where to find the \$30,000 for the path. Dienhart asked if the funds would be cut from another project.

Borkowski said that was one of the issues for discussion that evening. Dienhart asked if staff had any recommendations. Salvatore said there was currently some question as to whether the developer (Ravin Homes) would contribute \$10,000 to the project, reducing the overage to \$19,000.

Imker said he would like to see a list of all the capital projects currently on the table to allow for prioritization. If this project was not one of the highest priorities, it should be postponed until the 54 West Gateway Bridge was built or the MacDuff Parkway extension was completed. However, he felt staff should continue to pursue the easement.

Fleisch asked Borkowski if he had the golf cart counts conducted for the TSPLOST projects the previous year, recalling that the results were surprisingly high for a very cold weekday. Fleisch said she did not want to discount the usage of the paths in the area. Dienhart said he found it difficult to see this as the most important project and agreed that it would be good to see the list of projects.

Learnard noted that the project had gone on for two years, and hated to lose the momentum. Her inclination, in the interest of planning ahead, was to move forward at this time, but if not, definitely to secure the easement. However, she agreed with looking at the total list for prioritization.

Haddix said this project came with an excellent lesson. During the development of Cedarcroft, the City had pushed to have the path around Cedarcroft but had ultimately allowed the developer to put it through the neighborhood. It had created a problem in traffic volume and traffic speed. He said staff needed to keep talking to the developer, who also wanted the tunnel connection, for the \$10,000. He also urged them to approach the RAM Development property owner to contribute to the project to help the businesses at his center.

Borkowski said the apartment complex was looking for confirmation that the current concept was the one the City was pursuing over the previous versions. Council consensus supported the current proposal. Fleisch asked if delaying the project would also delay obtaining the easement. Borkowski felt, if City moved forward to finalize the landscaping and appearance to meet the desires of the apartment owners, staff could continue working for the easement as well.

Borkowski said staff would come back with the capital projects to which this funding could be applied. Imker noted that all the new path projects needed to be examined as part of the discussion.

Haddix asked if this project was included in the recent bonds, and Salvatore said this project was in a previous bricks and mortar loan.

Pennington said he asked Borkowski to bring the project forward because it had been under discussion for so long, and he wanted Council direction to see if further negotiation with the apartments would be of any benefit. Haddix added that one positive element of this project was that the tunnel was already built.

Council/Staff Topics

Pennington said staff was planning to bring the projects for the Facilities Authority bonds to Council for prioritization.

Over the past weekend, the Library had been cleaned up and maintenance issues had been addressed while the software upgrade was completed.

Meeker had reviewed the City's agreements with the many recreation associations, and staff would be revising those agreements and bringing them back to Council for approval.

Pennington reported that several emails had come in regarding the tree removal permit process Council recently approved. Staff was working out some of the bugs and the result would be a very simple process.

Pennington said staff was continuing with an evaluation of the City's vehicles, and would be bringing several cuts to Council for approval.

Imker asked for the status of the Kedron pool bubble. Caspar said the bubble fabric was in place and they were finalizing the installation of the main air lock. The bubble was almost ready to be inflated and staff was still hoping to have it up as early as the following week, with an opening by end of January.

Imker asked about Lake McIntosh, noting there was some type of burn the previous week that generated a lot of smoke in the Planterra Ridge area.

Learnard moved to enter Executive Session at 7:48 p.m. to discuss the acquisition of real estate and pending or threatened litigation. Fleisch seconded. Motion carried unanimously.

Learnard moved to reconvene into regular session at 8:13 p.m. Fleisch seconded. Motion carried unanimously.

Learnard moved to adjourn the meeting. Dienhart seconded. Motion carried unanimously.

The meeting adjourned at 8:14 p.m.

Betsy Tyler
City Clerk

Don Haddix
Mayor

City Council of Peachtree City
Meeting Minutes
February 2, 2012
7:00 p.m.

The Mayor and Council of the City of Peachtree City met in regular session on Thursday, February 2, 2012. Mayor Haddix called the meeting to order at 7:00 p.m. Other Council Members present: Vanessa Fleisch, George Dienhart, Kim Learnard, and Eric Imker.

Announcements, Awards, Special Recognition

There were none.

Public Comment

Paul Nugent of Preserve Place addressed Council regarding the lower standards for right-of-way and landscape maintenance. He expressed concern that there was no maintenance from October through March. He urged the City to offer pickup for landscape and yard debris and asked Council to modify the green space ordinance to allow for some of the dead trees and debris to be removed.

Carl Bissantz of Belvedere Lane said the area around his neighborhood had deteriorated because the codes were not being enforced. He said there were no patrols on the cart paths, which had also deteriorated due to the tree roots. Underage cart drivers and children in cart drivers' laps were also a regular problem. The laws and codes on the books needed to be enforced and the City needed to be maintained.

Agenda Changes

There were none.

Minutes

There were no minutes to approve.

Consent Agenda

- 1. Consider Law Enforcement Mutual Aid Agreement – LaGrange**
- 2. Consider Acceptance of GEMA 2011 Citizen Corp Community Emergency Response Team Grant**
- 3. Consider Revised Articles of Incorporation and Bylaws – Peachtree City Convention & Visitors Bureau**
- 4. Consider Acceptance of Donation – Sports Netting, Meade Fields**

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

New Agenda Items

02-12-01 Consider Contract – Bradford/Creekside/Southside Pond Bid

City Engineer Dave Borkowski said staff was recommending that the bid to line the outlet structure and plunge pool for the Bradford/Creekside/Southside (BCS) Pond be awarded to Massana construction. Eighteen companies attended the pre-bid meeting, and Massana had been the lowest responsive bidder. The City had worked with the company before.

Learnard asked if these repairs would take care of the City's entire obligation for the pond. City Attorney Ted Meeker said this was the first phase of repairs,

Imker moved to approve the contract for the BCS Pond outlet structure and plunge pool repair to Massana Construction for an amount not to exceed \$69,000, contingent upon acquisition of the necessary temporary easement. Dienhart seconded. Motion carried unanimously.

02-12-02 Consider Contract – Kedron Pool Fence

Haddix noted an additional document on the dais, the recommendation memo for Natural Enclosures for \$18,976.

Borkowski said staff recommended against reusing the existing fence due to its condition. The recommended standard black fence pricing was significantly less than custom color fencing and had a 20-year warranty. The custom color fencing only came with a 10-year warranty. Learnard asked if the bid price included installation, and Borkowski said it did.

Learnard moved to award the bid for the Kedron pool fencing installation to Natural Enclosures for an amount not to exceed \$18,976. Fleisch seconded. Motion carried unanimously.

02-12-03 Consider Policy for Peachtree City Jobs & Investment Grant

02-12-04 Consider Contract with FCDA

Haddix noted the City Manager had asked to continue these two items to the next Council meeting. Learnard moved to continue both items 02-12-03 and 02-12-04 to the following City Council meeting. Dienhart seconded. Motion carried unanimously.

Council Staff Topics

Police Chief Skip Clark gave an update on several new policies, noting that the voice command area at Drake Field had generated no significant problems. The False Alarm Ordinance had generated some unexpected hurdles related to staff time, but was moving along and the department was seeing a reduction in false alarms. He said there were no problems to report with the extended hours for alcohol establishments or with the walking signs ordinance. Clark noted there had been one walking sign out the previous weekend, but that had been an approved sign.

Borkowski updated the status of the Kedron Pool Bubble, noting that it was installed; the lights had arrived Wednesday and were being assembled; and caulking and cleaning were ongoing. They were still waiting on completing the fire marshal and electrical inspections and the delivery of the carbon monoxide sensor. All the items for the facility were customized, which has added to the delay. He said they hoped to have it open within 10 days.

Pennington said staff was revising the process to manage special events. They were also finalizing and wrapping up the Recreation programming, including the sports association agreements.

Learnard moved to enter Executive Session to discuss a personnel matter and pending or threatened litigation at 7:25 p.m. Dienhart seconded. Motion carried unanimously.

Imker moved to reconvene into regular session at 7:45 p.m. Learnard seconded. Motion carried unanimously.

Imker moved to adjourn the meeting. Learnard seconded. Motion carried unanimously.

The meeting adjourned at 7:46 p.m.

Betsy Tyler
City Clerk

Don Haddix
Mayor

City Council of Peachtree City
Meeting Minutes
February 16, 2012
7:00 p.m.

The Mayor and Council of the City of Peachtree City met in regular session on Thursday, February 16, 2012. Mayor Don Haddix called the meeting to order at 7:00 p.m. Other members attending: Vanessa Fleisch, George Dienhart, Kim Learnard, and Eric Imker.

Announcements, Awards, Special Recognition

Haddix proclaimed March 2012 as DeMolay Month in Peachtree City.

Public Comment

Steve Thaxton, Smokerise Trace, asked Mayor Haddix to stop his public vendetta against Eric Imker through letters to the editor and other venues.

Agenda Changes

There were none.

Minutes

January 5, 2012, Regular Meeting Minutes

Learnard moved to approve the minutes of the January 5, 2012, meeting. Fleisch seconded. Motion carried unanimously.

Monthly Reports

Imker noted the revenue and expense status was at the 33% mark for the year and pointed out that Local Option Sales Tax (LOST) was at 35.4%, slightly ahead of pace for the year. Imker said there had been a lot of discussion about sales taxes dropping, but the lowest year had been 2009. He felt the City had turned a corner with sales taxes in the economy.

The second item Imker pointed out were the Hotel/Motel Tax revenues, which were at 32%. Imker noted that the first quarter of the year was typically the slowest season, and the Convention & Visitors Bureau (CVB) was anticipating a good year.

Consent Agenda

1. Consider Statewide Emergency Management Mutual Aid Agreement
2. Consider Residential Curbside Sanitation Franchise Agreement – Pollard Residential Waste Services
3. Consider New Alcohol License – Georgian Package, 1003 Georgian Park
4. Consider Request to Surplus Goods
5. Consider Memorandum of Understanding with the Fayette County Board of Education for School Resource Officers

Imker said item #4 dealt with the surplus of several vehicles being taken out of service, removing additional vehicles from the Citywide fleet. Public Services Director Mark Caspar noted that the first seven vehicles on the list would be replaced under the new leasing program.

City Attorney Ted Meeker referred to item #2, noting that the memo referenced he had performed legal work for Pollard Residential Waste Services, but the contract was the standard agreement for all the sanitation companies. Meeker wanted the disclosure of the relationship reflected in the minutes.

Imker moved to approve the Consent Agenda. Fleisch seconded. Motion carried unanimously.

Old Agenda Items

02-12-03 Consider Policy for Peachtree City Jobs & Investment Grant

City Manager Jim Pennington noted this item and the next item (02-12-04) had been discussed at the previous meeting. Staff was asking Council to move forward with the policy for the grant that evening, and asking that the agreement with the Fayette County Development Authority (FCDA) be continued to the next meeting. Pennington noted that the President of the FCDA, Matt Forshee, was present to answer any questions.

Fleisch thanked Nikki Knox, Brandt Herndon (formerly with the FCDA), Matt Forshee, Jim Pennington, and Fayetteville City Manager Joe Morton for helping to put her thoughts together into a practical format.

Learnard moved to approve the policy for the Peachtree City Jobs & Investment Grant. Fleisch seconded. Motion carried unanimously.

02-12-04 Consider Contract with the Fayette County Development Authority

Penning said staff was requesting that this item be moved to the March 1 meeting. Dienhart said he would like to see feedback from the FCDA on the program's activity, any difficulties, and successes. Pennington indicated he and the City Attorney had been meeting with the FCDA to develop measurable goals.

Learnard moved to continue the item to the March 1, 2012, City Council Agenda. Fleisch seconded. Motion carried unanimously.

New Agenda Items

02-12-05 Discuss/Consider Intersection Improvements – Robinson Rd and Redwine Rd

City Engineer Dave Borkowski noted the location of the intersection at the southern end of the City near the Starrs Mill school complex. Borkowski said Robinson Road eastbound toward the intersection had a Level of Service (LOS) "F" during the morning peak times for approximately one hour. The afternoon peak was an LOS "C," and traffic flowed freely on other approaches. The F rating was primarily due to the school traffic.

This intersection was included for review on the Transportation Special Purpose Local Option Sales Tax (SPLOST) List. Staff had reviewed every possible form of improvement. The study recommended signalization, if warranted, by 2020 (the intersection did not currently meet the warrants); considering realignment of the intersection to at 90-degree angle, but the sight distances were good; and construction of turn lanes.

Borkowski continued that developing a concept plan and obtaining construction cost estimates would cost \$29,975. There was \$110,000 budgeted in SPLOST to complete the design work, but there was no money for construction. Borkowski suggested updating the traffic and accident data (from Fayette County) and approaching the County to determine if they shared an interest in funding, since the intersection was partially outside the City Limits.

Borkowski said, that evening, staff was attempting to determine if Council wanted to move forward or reallocate the funds to other projects.

Haddix asked if the traffic data had been updated since 2009, and Borkowski said no, only the 2% increase projected by that study. Fleisch asked about accident data for the intersection, and Borkowski said he would contact the County for that information.

Learnard said it only made sense to make this type of decision in the context of the citywide list of transportation needs and funding options. She asked how important it was to fund the study if the City did not plan to move forward with the project, and felt the projects needed to be prioritized.

Borkowski said construction costs would also be a factor, noting that a traffic signal cost approximately \$200,000, with an additional \$200,000 or more for turn lanes. His recommendation, if the data did not reflect a significant number of accidents, was not to invest that amount for a single direction of traffic. Council noted there had not been any citizen email about the intersection, and Borkowski said he would check with the County on complaints they may have received.

Imker said the turn lane of concern was on Robinson Road, and two lanes were needed to allow both left and right turns from Robinson. He asked about a reduced conceptual study for that improvement only. Imker said he would also like to revisit the Peachtree Parkway/Crosstown intersection for improvements to eastbound traffic coming from Crosstown and turning south onto the Parkway. Incorporating that single lane improvement with the Robinson/Redwine turn lane would make more sense to him. Imker asked if Borkowski could come back at the following meeting with a cost estimate for a conceptual study for those two limited projects.

Fleisch noted that the Crosstown intersection improvements had included turn lanes, a signal, and a roundabout as options. Borkowski said staff had also reviewed the right turn only option, and staff would bring that information back. Imker asked if Council agreed to do a reduced study and then put the rest of the funding back into other transportation projects.

Fleisch recalled that a problem with the individual lanes had been that there would be no way to measure the level of service. Borkowski confirmed this and said that precluded a cost-benefit analysis. Haddix expressed concern about spending the funds on a lane that might later have to be removed to make improvements that were more permanent. Imker said that was why he wanted pricing for a conceptual study to look at the two options. He said he suspected that, instead of \$28,000 for the full study at Robinson/Redwine, the price might be much cheaper for the two turn lanes only. Learnard said that approach made sense to her.

Borkowski said he would come back with the revised numbers for further discussion for a turn lane at Crosstown and a turn lane at Robinson. At Learnard's request, Borkowski said the lane of travel experiencing delays at Robinson/Redwine would be the left turning traffic onto Redwine. Imker said adding a turn lane would cut the wait at Redwine.

02-12-06 Consider Gathering Place Remodel Budget

Haddix noted an additional document on the dais, the staff memo to Council.

Community Services Director Jon Rorie noted that, effective January 1, the City had entered into an agreement with Fayette Senior Services to manage The Gathering Place. Part of the agreement committed the City to perform painting, replace the flooring, and make some additional repairs early in the year. Rorie noted there were also some problems with the air conditioning for the facility. Staff was asking for approval of up to \$60,000 to address those issues, and include the funding in the Facilities Authority Bond.

Fleisch asked how quickly the improvements could be made. Rorie said they had gotten some pricing so they could move quickly on all items except for the flooring, which needed to be scheduled to minimize impact on the programming.

Fleisch moved to establish a budget of up to \$60,000 to pay for remodeling of The Gathering Place, with funding to come from the Facilities Bond. Learnard seconded. Motion carried unanimously.

02-12-07 Consider Final Costs for Kedron Bubble Construction

Haddix noted an additional document on the dais, the revised staff memo.

Borkowski said the bubble and pools had opened the previous weekend, and everything had gone well. Some punch-list items remained, and some additional unforeseen issues had required change orders with the contractor. The contractor had requested an additional \$146,170 for the water line relocation, unsuitable soil issues, electrical revisions, and other issues. Staff disputed several of the items and felt \$93,000 was the appropriate amount for the change orders. Staff was back-charging the contractor for damages of items that should have been warranted under the contract, and therefore disputed some of the charges.

Staff was requesting that Council set aside the full amount, in the event the contractor successfully disputed some of the contested items. Learnard noted they were planning for the worst but hoping for the best, and Borkowski confirmed this.

Imker asked, if the City approved the \$93,468.29 amount, was staff ready to cut that check now. Borkowski and Meeker felt that was possible. Imker said he preferred approving only the undisputed \$93,000, and if staff successfully disputed the other charges, the matter would not have to come back to Council. Dienhart and Haddix agreed.

Learnard moved to approve spending \$96,468.29 for the final change orders and expenses for the construction and installation of the bubble at Kedron, with funds to come from the Facilities Bond Contingency Fund. Fleisch seconded. Motion carried unanimously.

02-12-08 Consider Ordinance Amendment – Service Delivery Review and Local Option Sales Tax Negotiation Panel

Haddix noted an additional document on the dais, the staff memo and proposed ordinance.

Imker said he had reviewed the ordinance and felt it was a good measure to include. Learnard explained that the U.S. Census occurred every 10 years, and the state required that, based on the Census data, two years after each Census, counties and their municipalities had to renegotiate the distribution of the Local Option Sales Tax (LOST) collected in the County. Learnard said the ordinance allowed Council to vote on the representative to negotiate on the City's behalf. She said she could not imagine any issue that was more important to every Peachtree City citizen for the next decade.

Dienhart added it was important to remember that the other municipalities were fighting for the City's portion of the pie following the Census, and the revenue would have to come from somewhere. Fleisch said it was the municipalities that negotiated with the County, so preserving the relationship with Tyrone and Fayetteville during the negotiation was important.

Haddix agreed that the LOST negotiation was of critical importance to the City but felt there was a legal problem with the proposed ordinance. The City Charter gave power to the Mayor to appoint committees and groups, except for specific commissions, authorities, and bodies covered by the State of Georgia (development authorities, planning commissions, etc.). State law did not address a body for service delivery and LOST. Title 36 of State law, which addressed service delivery, did not address a committee, and was being met through the annual budget and Retreat. Title 48 on legalities, challenges, and mediation was also silent on how the

representatives were chosen and said nothing about establishing a panel. Without State legislation, the appointment fell under the City Charter.

Haddix said this was not a power of the City Council, but that of the Mayor. He said he had discussed the matter with the City Attorney, who agreed there were legal questions and the matter should be reviewed by a judge. This was a temporary, ad hoc committee, and the Administration Ordinance dealt with permanent committees and boards.

Haddix said he was also concerned that, but incorporating the panel into the Boards and Commissions section of the Administrative Ordinance would require the City to post the positions and hold interviews prior to making the appointment.

Dienhart said he did not think posting the interviews would be an issue if City staff members were appointed. Haddix said the authority to appoint the committee or representative was the issue, and under the City Charter, that power lay with the Mayor.

Learnard asked Meeker, if Council adopted the ordinance that evening, was the next logical step the appointment of the panel. Meeker said that would be the next logical step. He said he had talked to the Mayor, and there were legal questions in his mind for which he had no definitive answers. The only way to get a definitive answer would be from a judge. He said the Charter listed the Mayor's powers. There was some support for Council being able to create this panel, and the LOST legislation referenced decisions by the governing authority.

Meeker continued that the other point of the panel was to carry out a constant review of the delivery of services in Peachtree City and Fayette County, so it would be an ongoing process.

Haddix reiterated this was a Charter issue because there was no act of the legislature dictating how the LOST negotiations would be conducted. If Council wanted to move forward with a panel for LOST review, then they should include property taxes, fees, and the other revenue sources that funded the City's services. Council could not hand pick their approach based on the type of tax. Haddix said he liked the current system of staff bringing forward their recommendations for the budget and any changes, and the Mayor and Council could bring forward their ideas and everyone discussed and considered all the input.

Dienhart noted the LOST negotiations were not part of the City's annual budget process and only occurred every 10 years. Haddix noted that State legislation created and authorized development authorities, planning commissions, water & sewerage authorities, but not a committee for this function.

Fleisch asked, if Council passed the ordinance that night and appointed the negotiation team, was the Mayor saying he would issue some type of legal challenge to the process. Haddix said he was not saying he would or would not, but legal action would not be limited to a member of Council and the decision could be contested by anyone.

Dienhart said the most important goal to remember was what would be best for Peachtree City. Learnard agreed, saying her one job was to serve the citizens of Peachtree City. They needed to send the best representatives for the City, representatives with financial expertise, a deep understanding of the City's budget, who can negotiate in good faith, work well with others, maintain good working relationships, and bring back factual information to Council. Learnard said she supported the ordinance.

Haddix said he was hearing that they were saying they did not care if the ordinance was legal. Learnard disagreed, saying they realized there might be a legal question, but that the interests of the citizens were best served by the ordinance.

Imker said they had established this would not be a temporary committee. Imker asked Meeker if the Recreation & Special Events Advisory Board was recognized under State law. Meeker said yes. Imker said the City Charter also outlined Council's duties, and included working with the Mayor to draft ordinances. Imker added that he was removing himself from any consideration for the negotiating team and felt staff could better handle the process.

Dienhart said this was an ongoing process. The elected officials served for four or eight years, while staff held the institutional memory of the organization. It was not fair to the City to send anyone other than the ones with the full information at their fingertips.

Haddix asked Meeker what the Charter stated under Mayor's authority. Meeker said there were 13 items, including appointing and being an ex-officio member of all committees. Learnard said both rights were in the Charter. Imker added that the Mayor's authority also included ensuring that ordinances were being faithfully executed.

Haddix accused Imker of spinning the issue and skipping the section about the Mayor appointing committees. Imker said there appeared to be some conflicts within the Charter. Haddix asked where the Charter said Council Members had the power to create a committee. Learnard and Imker said they had the power to create an ordinance. Haddix said that was spinning the questions since they were creating an ordinance to create a committee.

Fleisch said she thought, since the City Attorney drafted the ordinance, that it would be legal. Her concern was that they pass the ordinance and then have a legal challenge from within the City. Dienhart said that was not in the best interest of the City.

Haddix clarified that, if instructed to do so, Meeker would draft an ordinance even if he disagreed with it. Haddix said Meeker drafting it did not mean it was legal, but that he was instructed to draft it.

Meeker said he would certainly draft an ordinance if instructed, and clarified that he co-drafted the ordinance with the City Clerk. However, whenever he drafted an ordinance, he worked to draft an ordinance in the most legal way possible. There had been ordinances he had drafted that had been subject to legal challenge.

Haddix said he was seeking clarity for the meeting minutes.

Learnard moved to approve the ordinance for the Service Delivery Review and Local Option Sales Tax Negotiation Panel. Dienhart seconded. Motion carried 4-1 (Haddix).

Learnard moved to appoint Ted Meeker, Jim Pennington, and (Financial Services Director) Paul Salvatore as the LOST negotiation panel for the City of Peachtree City. Haddix suggested appointing five members because every time the group met, it would be subject to Open Meetings advertising. Meeker confirmed that the meetings would need to be posted whenever a quorum of the members met. Council was not averse to posting the meetings. Dienhart seconded the motion. Motion carried 4-1 (Haddix).

Council/Staff Topics

Pennington said staff was continuing to work on issues with the recreation programming and facility condition. The executive staff had met that day in an all-day retreat in preparation for Council retreat.

Dienhart thanked Rorie for his responsiveness in some issues. Dienhart had approached him about.

Haddix thanked staff for holding up and pushing during some personnel shortages.

Learnard moved to convene into Executive Session to discuss the acquisition of real estate, pending or threatened litigation, and a personnel matter at 8:06 p.m. Fleisch seconded. Motion carried unanimously.

Learnard moved to reconvene into regular session at 8:37 p.m. Fleisch seconded. Motion carried unanimously.

There being no further business, Learnard moved to adjourn the meeting. Fleisch seconded. Motion carried unanimously.

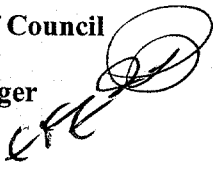
The meeting adjourned at 8:40 p.m.

Betsy Tyler
City Clerk

Don Haddix
Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor Haddix and Members of Council
VIA: Dr. Jim Pennington, City Manager
FROM: Edwin Eiswerth, Fire Chief 
DATE: February 24, 2012
SUBJECT: Consider Mutual Aid and Assistance Agreement between Peachtree City and Coweta County
March 1st, 2012 Council Meeting

Recommendation:

That the Mayor and Council authorize the Mayor sign the Agreement for Mutual Aid Fire Suppression and Emergency Medical Assistance Agreement between Peachtree City and Coweta County.

Discussion:

After reviewing our Mutual Aid Agreement with Coweta County, it will be necessary to update this document to reflect the new officials that are now in place.

The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack.

Operationally, staff believes having this Mutual Aid agreement signed and in-place will help ensure the City has access to needed resources during a crisis. The City Attorney has reviewed the agreement and has no problems with the agreement as written.

Budget Impact:

There is no impact on budget.

STATE OF GEORGIA

COUNTY OF FAYETTE

CITY OF PEACHTREE CITY

**AGREEMENT FOR MUTUAL AID
FIRE SUPPRESSION
AND
EMERGENCY MEDICAL ASSISTANCE
BETWEEN THE CITY OF PEACHTREE CITY, GEORGIA AND
COWETA COUNTY, GEORGIA**

THIS AGREEMENT, made and entered into this 1st day of March, 2012

by and between the City of Peachtree City Georgia, and Coweta County Georgia.

WITNESSETH

WHEREAS, the parties to this agreement desire to provide adequate Fire Suppression and Emergency Medical Protection to their citizens and

WHEREAS, circumstances could arise which could not be controlled by the Fire Suppression and Emergency Medical Services located within the territorial limits of each of the parties hereto, and whereas, additional fire suppression units would be needed to suppress and extinguish fires and/or medical units and personnel would be needed to treat and transport their citizens in need of medical assistance.

NOW THEREFORE for and in consideration of the mutual exchange of covenants set forth herein, the parties hereto agree as follows:

1.

The City of Peachtree City Fire and Rescue shall, upon request from the other party to this agreement send additional fire apparatus and personnel to provide fire suppression and/or medical units and personnel to provide medical treatment and transportation of patients within that requesting party's territorial limits.

2.

The Coweta County Fire Department and designated Coweta County Emergency Medical Service provider shall, upon request from the other party to this agreement, send additional fire apparatus and personnel to provide fire suppression and/or medical units and personnel to provide medical treatment and transportation of patients within that requesting party's territorial limits.

3.

Any request for mutual aid provided for in paragraph 1 and 2 above must be made and approved by either the Fire Chief, Medical Director or Senior Medical Officer, Senior Duty Officer, or Incident Commander. The party furnishing the medical assistance shall determine the actual amount of equipment and staff it will extend in each instance of the emergency based upon available personnel and equipment and local conditions at the time of the mutual aid request.

4.

Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

- a. The Fire Department/Emergency Medical Service that has jurisdiction in the city or county where the incident occurs shall be in command at said incident;

- b. It is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Fire Chief/Director of the furnishing jurisdiction if circumstance warrant.
- c. No party shall be liable to the other party for any costs incurred pursuant to this agreement;
- d. All equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for any such furnishings party shall be and remain an employee or volunteer member of that furnishing party.
- e. Let it be further stated the request for assistance may be refused by either party if it creates a problem in providing adequate emergency service coverage in either party's territorial limits.

5.

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

6.

This agreement may be canceled by either party hereto upon thirty (30) days written notice to the other parties.

IN WITNESS WHEREOF, the City of Peachtree City Georgia and Coweta County Georgia have caused these presents to be executed by their duly designated officers.

ATTEST:

City of Peachtree City

By: _____

Don Haddix, Mayor

ATTEST:

City of Peachtree City

By: _____

Edwin F. Eiswerth, Fire Chief

ATTEST:

Coweta County

By: _____

Johnny W. Teeters, Fire Chief

ATTEST:

Coweta County EMS

By: _____

Lance Harrison (AMR)
American Medical Response

ATTEST:

Coweta County Commission Chairman

By: _____

Rodney Brooks

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
Janet I. Camburn, Assistant Finance Director  P.S.

DATE: February 23, 2012

SUBJECT: Budget Amendments – Fiscal Year 2012
March 1, 2012 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2012 budget resolution.

Discussion:

Attached please find budget amendments 12-005 through 12-010 for fiscal year 2012 submitted for your approval. Budget amendment 12-005 establishes the budget for the 15 LikePaks approved by City Council on January 5, 2012 and off-set with revenue from a federal grant and a transfer from the City's General Fund for the 10 percent grant match. Budget amendment 12-006 establishes the budget to account for the proceeds from the refunding of the 2004 Library General Obligation bond and the expenditures associated with paying off this bond issue.

Budget amendment 12-007 reduces Computer Expenditures in the Planning Department and transfers those budgeted funds to the Capital Projects Fund 359 in order to account for all the City Hall Renovations, including the AV equipment for the Community Room, in the same project. Budget amendment 12-008 transfers funds originally budgeted in the Public Works and Recreation departments to the Buildings and Grounds department. Although this department was established prior to last fiscal year end, the budget that was adopted for fiscal year 2012 did not include funding for this department. It is expected that additional budget amendments will be needed by the end of fiscal year 2012 when it is determined what expenditures should appropriately be charged to this new department.

Budget amendment 12-009 reallocates budgeted expenditures in the Gathering Place budget to cover the costs associated with the Fayette Community Services contract to operate the center and cover accounts that are over budget. These expenditures are off-set up reductions to other expenditure accounts in the department and a use of General Fund reserves. Budget amendment 12-010 provides for an increase in revenues in several Special Revenue Funds based on donations and fees received in those funds since the beginning of the fiscal year. Budgeted expenditures are increased in these funds by the same amount as the revenue increase

Budget Impact:

The proposed budget amendments impact the General Fund, several Special Revenue Funds, a Capital Projects Fund, and a Debt Service Fund. A separate reconciliation is provided for the net effect on each fund.

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

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS – FY 12 – 3/1/2012

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-005

DATE 3/1/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
208-3600-531650	xxx	Small Tools & Equipment	148,433	
208-3600-331310	xxx	Federal Capital Grant	133,590	
208-0000-391200	xxx	Operating Trfr from Fund 100	14,843	
100-1505-611208	xxx	Operating Trfr to Fund 208	14,843	
100-3600-531650	xxx	Operating Supplies - EMS		4,843
100-0000-392100	xxx	Sale of Fixed Assets	10,000	

To set up budget for the purchase of 15 LifePaks approved by City Council on January 5, 2012 and transfer from General Fund to provide the 10 percent match required by the grant.

Entered

Approved

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-006

DATE 3/1/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
410-0000-393300	xxx	Refunding Bond Proceeds	2,930,000	
410-0000-393400	xxx	Premium on Bonds Sold	218,106	
410-0000-389025	xxx	Surplus Carryover		1,492
410-8000-575002	xxx	Loss on Bond Redemption	59,900	
410-8000-581182	xxx	2004 Library G.O. Bonds Prin.	2,995,000	
410-8000-582182	xxx	2004 Library G.O. Bonds Int.	36,029	
410-8000-584000	xxx	Issuance Costs	55,685	

To establish the budget for the refunding of the 2004 Library General Obligation Bonds.

Entered

Approved

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-007

DATE 3/1/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-1505-611359	xxx	Transfer to PIP Fund 359	18,000	
100-7410-531180	xxx	Computer Supplies - Planning		18,000
359-0000-391200	xxx	Transfer from General Fund 100	18,000	
359-1505-541320	CIP-30-FURN-FIXTR	City Hall Renovations	18,000	

To transfer 2012 budget approved for AV Equipment for the new community room to Fund 359 so that all costs associated with this project are accounted for in the project.

Entered

Approved

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-008

DATE 3/1/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-1566-511100	xxx	Regular Salaries	442,243	
100-1566-511200	xxx	Part-time Salaries	5,693	
100-1566-512100	xxx	Group Insurance - Health	130,339	
100-1566-512101	xxx	Group Insurance - LT Liab.	1,645	
100-1566-512102	xxx	Group Insurance - Dental	3,432	
100-1566-512103	xxx	Group Insurance - Life	796	
100-1566-512200	xxx	Social Security	27,771	
100-1566-512300	xxx	Medicare	6,496	
100-1566-512400	xxx	Retirement	67,925	
100-1566-512401	xxx	Retirement - Matching	4,068	
100-1566-512700	xxx	Workers Compensation	10,273	
100-4100-511100	xxx	Regular Salaries		442,243
100-4100-511200	xxx	Part-time Salaries		5,693
100-4100-512100	xxx	Group Insurance - Health		130,339
100-4100-512101	xxx	Group Insurance - LT Liab.		1,645
100-4100-512102	xxx	Group Insurance - Dental		3,432
100-4100-512103	xxx	Group Insurance - Life		796
100-4100-512200	xxx	Social Security		27,771
100-4100-512300	xxx	Medicare		6,496
100-4100-512400	xxx	Retirement		67,925
100-4100-512401	xxx	Retirement - Matching		4,068
100-4100-512700	xxx	Workers Compensation		10,273

To establish a preliminary budget for the new Buildings and Grounds department. Additional budget amendments may be necessary when it is determined just what expenditures are to be transferred to this department from Public Works and Recreation.

continued

Entered _____

Approved _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-008 *continued*

DATE 3/1/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-1566-512925	xxx	FSA Administration	338	
100-1566-521200	xxx	Professional Services	50	
100-1566-523200	xxx	Communications	2,070	
100-1566-531725	xxx	Uniforms	3,500	
100-4100-512925	xxx	FSA Administration		40
100-6110-512925	xxx	FSA Administration		172
100-6110-521200	xxx	Professional Services		176
100-4100-523200	xxx	Communications		1,035
100-6110-512925	xxx	Communications		1,035
100-4100-531725	xxx	Uniforms		1,750
100-6110-531725	xxx	Uniforms		1,750

To establish a preliminary budget for the new Buildings and Grounds department. Additional budget amendments may be necessary when it is determined just what expenditures are to be transferred to this department from Public Works and Recreation.

Entered

Approved

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-009

DATE 3/1/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-5520-521245	xxx	Contractual Services	136,500	
100-5520-511100	xxx	Regular Salaries	12,628	
100-5520-512401	xxx	Pension - Matching	145	
100-5520-511200	xxx	Part-time Salaries		19,100
100-5520-512200	xxx	Social Security		295
100-5520-512300	xxx	Medicare		69
100-5520-521330	xxx	Non-Supportable Rec Programs		400
100-5520-523600	xxx	Dues & Fees		145
100-5520-523700	xxx	Education & Training		850
100-5520-523905	xxx	Merchant Account Charges		1,400
100-5520-531180	xxx	Computer Supplies		6,190
100-5520-531650	xxx	Small Tools & Equipment		4,155
100-5520-531725	xxx	Uniforms		60
100-5520-573105	xxx	Recreation Programs		18,000
100-0000-389025	xxx	Surplus Carryover	98,609	

To amend the Gathering Place budget to cover costs associated with the contract with Fayette Community Services to operate the center and cover accounts over budget.

Entered

Approved

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-010

DATE 3/1/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
200-6110-371050	xxx	Donations - Historical Marker	625	
200-1320-531175	xxx	Operating Supplies	625	
207-6110-347930	xxx	Concessions - Youth Council	212	
207-6110-531175	xxx	Operating Supplies	212	
209-3210-371000	xxx	Donations	1,000	
209-3210-531175	xxx	Operating Supplies	1,000	
210-3210-371000	xxx	Donations	1,025	
210-3210-371006	xxx	Donations - Vests	200	
210-3210-371009	xxx	Donations - Anti-Theft Devices	1,000	
210-3210-531175	xxx	Operating Supplies	1,025	
210-3210-531650	xxx	Small Tools & Equipment	200	
210-3210-531725	xxx	Uniforms	1,000	
211-3210-342900	xxx	Other Charges - Police	185	
211-3210-371000	xxx	Donations	1,500	
211-3210-523600	xxx	Dues & Fees	152	
211-3210-531175	xxx	Operating Supplies	1,533	
212-3210-351320	xxx	Federal Confiscated Funds	976	
212-3210-531175	xxx	Operating Supplies	976	

To amend Special Revenue Funds to recognized revenues received this fiscal year and increase corresponding budgeted expenditures.

continued

Entered _____

Approved _____

CITY OF PEACHTREE CITY**BUDGET AMENDMENT****NUMBER** 12-010 *continued***DATE** 3/1/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
231-6129-347907	xxx	Other Charges - Athletic Fees	1,675	
231-6129-541200	xxx	Site Improvements	1,675	
234-6129-347907	xxx	Other Charges - Athletic Fees	2,540	
234-6129-541200	xxx	Site Improvements	2,540	
235-6129-347907	xxx	Other Charges - Athletic Fees	488	
235-6129-541200	xxx	Site Improvements	488	
237-6129-347907	xxx	Other Charges - Athletic Fees	2,635	
237-6129-541200	xxx	Site Improvements	2,635	
238-6129-347907	xxx	Other Charges - Athletic Fees	825	
238-6129-541200	xxx	Site Improvements	825	
239-6129-347903	xxx	Other Charges - Athletic Fees	11,580	
239-6129-541200	xxx	Site Improvements	11,580	
240-6129-347907	xxx	Other Charges - Athletic Fees	1,085	
240-6129-541200	xxx	Site Improvements	1,085	
244-6129-347564	xxx	Tournament Fees - BSC BB	2,860	
244-6129-347566	xxx	Tournament Fees - Meade ASB	1,155	
244-6129-347568	xxx	Tournament Fees - Meade GSB	210	
244-6129-541200	xxx	Site Improvements	4,225	

To amend Special Revenue Funds to recognized revenues received this fiscal year and increase corresponding budgeted expenditures.

Entered**Approved**

CITY OF PEACHTREE CITY

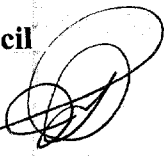
BUDGET AMENDMENTS - FISCAL YEAR 2012

March 1, 2012

General Fund	Increase both revenues and expenditures by \$108,609
Neighborhood Parks Fund	Increase both revenues and expenditures by \$625
Youth Council Fund	Increase both revenues and expenditures by \$212
Fire Grant/Donation Fund	Increase both revenues and expenditures by \$148,433
CERT Grant/Donation Fund	Increase both revenues and expenditures by \$1,000
Police Donation Fund	Increase both revenues and expenditures by \$2,225
Explorer Troop Fund	Increase both revenues and expenditures by \$1,685
Federal Seizures Fund	Increase both revenues and expenditures by \$976
Athletic Fee Funds (Combined)	Increase both revenues and expenditures by \$25,053
Capital Projects Fund 359	Increase both revenues and expenditures by \$18,000
Debt Service Fund 410	Increase both revenues and expenditures by \$3,146,614

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: February 24, 2012
SUBJECT: Consider Contract with FCDA
March 1, 2012, City Council Agenda

This item was continued from the February 16 agenda.

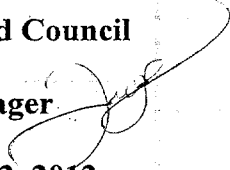
*New Found
Contract
Available next
week.*



CITY OF PEACHTREE CITY

02-12-04

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: February 2, 2012
SUBJECT: Consider Agreement with FCDA and PTC
February 2, 2012 City Council Meeting

Recommendation:

That Council authorize the Mayor to sign the attached Fayette County Development Authority Contractual Agreement for Funding from the City of Peachtree City from January 1, 2012 through December 31, 2012. This agreement is written to create and implement an existing business retention and expansion strategy on behalf of the City and other policy directives as approved by the City Council and the Authority Board of Directors per the agreement attached.

Discussion:

The agreement calls for the additions of one (1) staff member to Fayette County Development Authority who would serve as a catalyst for economic development in Peachtree City particularly in regards to office, commercial and industrial activities.

Budget Impact:

The City of Peachtree City will pay \$75,000.00 per annum. This will be done by periodic, base payment in quarterly installments beginning in January 2012. This will replace any payments the City might have made for an Economic Development Coordinator.

**INDEPENDENT AGENCY CONTRACTUAL AGREEMENT FOR FUNDING
FROM THE CITY OF PEACHTREE CITY, GEORGIA
JANUARY 1, 2012 THROUGH DECEMBER 31, 2012**

FOR AND IN CONSIDERATION of the mutual benefits received, the **City of Peachtree City, Georgia** (hereinafter called the "**City**") and the **Fayette County Development Authority** (hereinafter called the "**Authority**"), hereby enter into a contractual agreement as follows:

I. SERVICES TO BE PROVIDED BY FAYETTE COUNTY DEVELOPMENT AUTHORITY:

- A. Base services: The Authority will be responsible to create and implement an existing business retention and expansion strategy on behalf of the City, and other policy directives as approved by the City Council and the Authority Board of Directors, and should strive to achieve the following objectives:
1. Develop a city with a strong, sustainable economy that provides opportunity and a high quality of life for all its citizens in a supportive and empowering manner.
 2. Continue to enhance a diverse and sustainable local economy.
 3. Build an employment environment that provides citizens of the City the opportunity to increase their personal income throughout their careers.
 4. Develop a healthy and sustainable tax base that will permit locally funded educational institutions and governments to meet the services needs of Peachtree City citizens.
 5. Encourage expansion of existing local professional firms, businesses, industries, health services and retail initiatives and assist them in competing in state, local and regional economies
- B. Essential services: In order to meet the base services objectives, the Authority will utilize funds obtained from the City to:
1. Task an employee with the primary responsibility to work with existing businesses and industries in the City so that they are best able to grow and expand within the boundaries of the City. Said employee shall also focus efforts on developing relationships with existing business leaders, elected and appointed leaders and workforce professionals in the City in an effort to serve as a resource and main point of contact for business inquires. The Authority will manage all human resource needs of said

employee and it will not be the responsibility of the City to provide any funds or benefits other than those so outlined in this contract.

2. Develop and implement a Business Retention and Expansion survey in order to formulate future strategies for retention and expansion.
 3. Provide information back to the City in the form of regular written reports on activities and occasional presentations to City leaders and activities and results.
- C. City provisions: In order for the Authority to best carry out this contract, the City agrees to provide the authority with acceptable office/meeting space in the City Hall Complex so that the Authority can have a full-time presence in the City for office hours and meetings.

II. PAYMENT OF FUNDS FROM THE CITY:

- A. Base Payment: Seventy-five thousand dollars (\$75,000) per annum.
- B. Method of Payment: Periodic, base payment in quarterly installments, beginning in JANUARY, 2012.

III. FINANCIAL MANAGEMENT:

- A. **The Authority** shall keep accurate records in accordance with generally accepted accounting principles.
- B. **The Authority** shall have a comprehensive audit performed of all agency funds by a Certified Public Accountant or a state/federal government agency in compliance with generally accepted auditing standards. The cost of this audit shall be paid by **The Authority**. A copy of this audit report shall be submitted to the City Finance Department within 180 calendar days of the end of the agency's fiscal year.

IV. RIGHT TO EXAMINE RECORDS:

- A. Upon the request of the City's Finance Director, **The Authority** shall provide timely and appropriate access to an authorized agent of the **City** to review all accounting records and related documents to conduct audits and examine as appropriate during the year in which the service is provided. The City reserves the right to audit and examine all records up to three years after the close out of the agency's fiscal year.
- B. **The Authority** shall retain all records pertinent to expenditures incurred

under this contract for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after **The Authority** has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited, and that have arisen or begun before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever is later.

V. PERFORMANCE MEASUREMENT:

- A. The **City** reserves the right to evaluate the performance of services and outcomes proposed and delivered at any time during and for one year after the contract service period.
- B. **The Authority** agrees that it will not discriminate against any employee, applicant, consumer or recipient **The Authority's** services based on race, color, sex, sexual orientation, gender identity, religion, national origin, citizenship, age, disability, or pregnancy.
- C. **The Authority** will comply with all applicable laws, ordinances, and codes of local, state, and federal governments.

VI. INDEMNIFICATION AND HOLD HARMLESS PROVISION:

- A. **Intentionally omitted.**

VII. TERMINATION CLAUSE:

- A. The **City** or **The Authority** may terminate this agreement with a thirty (30) days written notice to the other party.

VIII. METHOD OF AMENDMENT:

- A. This agreement may be amended/modified at any time prior to expiration of the original contract period by mutual consent of the governing bodies of the Parties hereto. Any modification hereto shall require 30 days' written notification and be signed by duly designated representatives of both Parties.

IX. OPEN MEETINGS AND PUBLIC RECORDS:

- A. **The Authority** shall comply with all applicable requirements of O.C.G.A. Sections 50-18-70 et seq., pertaining to the Inspection of Public Records.

- B. **The Authority** shall comply with all applicable agency requirements of O.C.G.A. Sections 50-14-1 et seq., pertaining to Open and Public Meetings.

X. TERM:

The term of this agreement shall be from January 1, 2012 through December 31, 2012. In the event written notice is not given by either party to this Agreement to the other thirty (30) days prior to the termination date as herein above provided, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) calendar year, beginning January 1, 2013, and continuing to December 31, 2013. Said agreement shall continue thereafter for one (1) calendar year periods unless either party hereto gives thirty (30) days written notice to the other party prior to the expiration of the term then in effect that the party does not wish to extend this Agreement for an additional one (1) year term.

- XI.** The parties agree that the validity and interpretation of all rights and all obligations here shall be governed and defined by the laws of the State of Georgia.

**FAYETTE COUNTY
DEVELOPMENT AUTHORITY**

**CITY OF
PEACHTREE CITY**

**RANDY HAYES
CHAIRMAN**

**DON HADDIX
MAYOR**

ATTEST:

ATTEST:

**PHILLIP SMELLEY
SECRETARY
(CORPORATE SEAL)**

**(SEAL)
BETSY TYLER
CITY CLERK**

ATTORNEY'S OFFICE AS TO FORM

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Community Services Director *[Signature]*
Financial Services Director *[Signature]*

FROM: Planning and Zoning Administrator *David*

DATE: February 20, 2012

SUBJECT: Comprehensive Plan – Partial Plan Update (2012)
March 1, 2012 City Council Agenda

Recommendation:

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

Discussion:

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

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

Budget Impact:

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

Attachment

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

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

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

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

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

SO RESOLVED, this _____ day of _____, 2012.

Don Haddix, Mayor

Attest:

City Clerk

CITY OF PEACHTREE CITY
Short Term Work Program (2012 - 2016)

Project or activity	Calendar Year					Responsible party	Cost estimate	Funding source
	2012	2013	2014	2015	2016			
Community facilities								
Budget for long-term sustainability of all city facilities	X	X	X	X	X	All departments	Staff time	General Fund
Implement recommendations of SR 54 W corridor study	X	X	X	X	X	City Staff	Staff time	General Fund
Update Multi-use Path System master plan	X	X	X	X	X	Planning, Engineering	Staff time	General Fund
Update Recreation master plan	X					Planning, Recreation	Staff time	General Fund
Update Community Facilities master plan	X					Fire/EMS, Police	Staff time	General Fund
Update Comprehensive Plan (full update)	X					Planning	Staff time	General Fund
Update Solid Waste Management Plan	X					Engineering	Staff time	General Fund
Economic development								
Continue to research and apply for grant funding through GDOT, ARC and other state agencies to assist in implementing transportation, aesthetic and planning enhancements throughout the city	X	X	X	X	X	Planning, Engineering	Staff time	General Fund
Continue to work with GDOT on the widening of SR 74 South and the realignment of Rockaway Road to ensure integrated multi-use paths, sidewalks and landscaping	X	X				Engineering, Planning, Public Works	Staff time	General Fund
Develop plan and ordinances for redevelopment of aging residential and retail areas	X	X				Planning	Staff time	General Fund
Update Land Development and Zoning ordinances to encourage redevelopment opportunities	X	X				Planning	Staff time	General Fund
Housing								
Evaluate Housing Study to determine what types of housing opportunities might be needed within the city.	X	X				Planning	Staff time	General Fund

Project or activity	Calendar Year					Responsible party	Cost estimate	Funding source
	2012	2013	2014	2015				
Land use								
Coordinate with Fayette County and surrounding jurisdictions to monitor development within water supply watersheds	X	X	X	X	X	Engineering	Staff time	General Fund
Coordinate with Fayette County and surrounding jurisdictions to develop strategy for monitoring growth, traffic, land use and transportation issues	X	X	X	X	X	Planning, Engineering	Staff time	General Fund
Develop standards for the redevelopment of existing retail and commercial areas to include the inclusion of mixed-use and housing components	X	X				Planning	Staff time	General Fund
Natural and historic resources								
Update floodplain and watershed maps	X	X	X	X	X	Engineering	Staff time	General Fund
Coordinate with Fayette County on construction of Lake McIntosh reservoir	X	X				Engineering	Staff time	General Fund
General planning								
Update STWP and CIE to ensure compliance with state mandates	X	X	X	X	X	Planning	Staff time	General Fund
Encourage training for Planning Commission members	X	X	X	X	X	Planning	Staff time	General Fund
Evaluate file retention system based on state requirements	X	X	X	X	X	All departments	Staff time	General Fund
Coordinate with ARC, GRTA, GCA and local jurisdictions regarding planning and transportation-related issues	X	X	X	X	X	Planning	Staff time	General Fund

CITY OF PEACHTREE CITY
Capital Improvements Element (2012 - 2016)

Project or activity	Fiscal Year					Responsible party	Cost estimate	Funding source
	2012	2013	2014	2015	2016			
Public Services								
Bobcat skid steer loader (replace)	X					Public Services	\$39,000	General fund/ lease purchase
Dump truck F-750's - 3 (replace)	X					Public Services	\$225,000	General fund/ lease purchase
Dump truck bed - 2 (replace)	X					Public Services	\$44,000	General fund/ lease purchase
Telephone system replacement/ upgrades	X					Public Services	\$25,000	General fund/ lease purchase
Bulk oil storage repair and relocate	X					Public Services	\$50,000	General fund/ facility bond
BSC maintenance building facility improvements	X					Public Services	\$75,000	General fund/ facility bond
Breakroom and restroom renovations	X					Public Services	\$40,000	General fund/ facility bond
C80A motor grader (replace)		X				Public Services	\$130,000	General fund/ lease purchase
Front end wheel loader (replace)		X				Public Services	\$150,000	General fund/ lease purchase
F250 pick-ups - 3 (replace)		X				Public Services	\$75,000	General fund/ lease purchase
F350 dump truck (replace)		X				Public Services	\$32,000	General fund/ lease purchase
Asphalt spreader (replace)			X			Public Services	\$50,000	General fund/ lease purchase
F-150 pick-up (replace)			X			Public Services	\$25,000	General fund/ lease purchase
L9000 tandem dump truck (replace)				X		Public Services	\$120,000	General fund/ lease purchase
LB90 back hoe (replace)				X		Public Services	\$58,000	General fund/ lease purchase
John Deere track loader (replace)				X		Public Services	\$180,000	General fund/ lease purchase
Leeboy asphalt spreader (replace)					X	Public Services	\$75,000	General fund/ lease purchase
Bituminous tack distributor					X	Public Services	\$35,000	General fund/ lease purchase
Community Services								
Kedron pool bubble replacement	X					Community Services	\$454,255	General fund/ facility bond
Thin client computing - patron work stations	X					Community Services	\$45,000	General fund/ lease purchase
Tennis Center covered courts re-roof	X					Community Services	\$150,000	General fund/ facility bond
Amphitheatre building improvements	X					Community Services	\$100,000	General fund/ facility bond
Seal exterior of Library	X					Community Services	\$100,000	General fund/ facility bond
Kedron Fieldhouse - large pool resurfacing	X					Community Services	\$40,000	General fund/ facility bond
All Children's Playground surface (replace)	X					Community Services	\$50,000	General fund/ facility bond
Battery Way boat dock (replace)	X					Community Services	\$150,000	General fund/ facility bond
Expand BSC parking lot to full capacity	X					Community Services	\$500,000	General fund/ facility bond
Playground - Wilksmoor Village			X			Community Services	\$5,000	General fund/ impact fees (90%)

Project or activity	Fiscal Year					Responsible party	Cost estimate	Funding source
	2012	2013	2014	2015	2016			
Public Safety Services								
Fire/ EMS								
Station 81 - driveway and parking lot repairs	X					Fire	\$100,000	General fund/ facility bond
Station 82 - exterior wall sealing	X					Fire	\$55,000	General fund/ facility bond
Station 82 - roof remodel	X					Fire	\$175,000	General fund/ facility bond
Station 81 - exterior wall resurfacing	X					Fire	\$75,000	General fund/ facility bond
Parking lot resurfacing	X					Fire	\$75,000	General fund/ facility bond
Ford Expedition - Assistant Fire Chief/ Training (replace)		X				Fire	\$43,438	General fund/ lease purchase
Medic unit remount		X				Fire	\$133,126	General fund/ lease purchase
TACV F-350 (replace)		X				Fire	\$54,500	General fund/ lease purchase
Ford F-150 - Assistant Fire Marshal (replace)			X			Fire	\$47,809	General fund/ lease purchase
Ford Expedition - Assistant Fire Chief/ Operations (replace)			X			Fire	\$45,610	General fund/ lease purchase
Fire Engine 87 (replace)			X			Fire	\$594,729	General fund/ lease purchase
Medic unit remount			X			Fire	\$139,783	Cash
Quint (replace)				X		Fire	\$737,572	General fund/ lease purchase
Mini pumper (replace)				X		Fire	\$300,000	General fund/ lease purchase
Training pick-up truck (replace)				X		Fire	\$59,863	General fund/ lease purchase
Ford F-150 - Fire Marshal (replace)					X	Fire	\$52,710	General fund/ lease purchase
Ford Expedition - training (replace)					X	Fire	\$50,285	General fund/ lease purchase
Medic 82 - remount					X	Fire	\$154,109	General fund/ lease purchase
Tower 8 - replace					X	Fire	\$1,123,127	General fund/ lease purchase
Police								
Vehicle fleet replacement (9 at \$49,500)	X					Police	\$445,500	General fund
Vehicle fleet replacement (7 at \$49,000)		X				Police	\$346,500	General fund
Unmarked police vehicle (replace)		X				Police	\$47,500	General fund
Special Response Team tactical van		X				Police	\$50,000	General fund
Vehicle fleet replacement (8 at \$49,500)			X			Police	\$396,000	General fund
Ford F-250 (replace)			X			Police	\$47,500	General fund
Unmarked police vehicle replacement (2 @ \$47,500)			X			Police	\$95,000	General fund
Motorcycle (replace)			X			Police	\$20,800	General fund
AFIS fingerprinting system			X			Police	\$70,000	General fund
Vehicle fleet replacement (9 at \$49,500)				X		Police	\$445,500	General fund
Unmarked police vehicle replacement (2 @ \$47,500)				X		Police	\$95,000	General fund

Project or activity	Fiscal Year					Responsible party	Cost estimate	Funding source
	2012	2013	2014	2015	2016			
Transport van with insert				X		Police	\$59,863	General fund
Vehicle fleet replacement (9 at \$49,500)					X	Police	\$445,500	General fund
Unmarked police vehicle replacement (3 @ \$47,500)					X	Police	\$142,500	General fund
Motorcycle - 2 (replace)					X	Police	\$41,600	General fund
Administrative Services								
Projects to be determined	X					Administrative Services	\$810,745	General fund/ facility bond
Backup system replacement	X					Administrative Services	\$60,000	General fund
Email and archiving ststem replacement	X					Administrative Services	\$37,000	General fund
Telephone system upgrade and replacement		X				Administrative Services	\$115,000	General fund

City of Peachtree City						
Public Facility	Parks/Recreation	Libraries	Police	Fire	Administrative Fees	TOTAL
Service Area						
Impact Fee Fund Balance at September 30, 2010	\$ -	\$ -	\$ 33,822	\$ 228,756	\$ -	\$ 262,578
Impact Fees Collected in Fiscal Year 2011	-	-	6,323	43,915	1,541	51,779
Accrued Interest	-	-	19	132	-	151
FY 2011 (Administrative/Other Costs)	-	-	-	-	(1,541)	(1,541)
(Impact Fee Refunds)	-	-	-	-	-	-
(Project Expenditures)	-	-	-	-	-	-
Impact Fee Fund Balance at September 30, 2011	\$ -	\$ -	\$ 40,164	\$ 272,803	\$ -	\$ 312,967
Impact Fees Encumbered	\$ -	\$ -	\$ 40,164	\$ 272,803	\$ -	\$ 312,967

City of Peachtree City

Capital Improvement Projects Updated for FY 2011

Public Facility: Service Area:	Parks/Recreation							
	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2011	Impact Fees Encumbered through FY 2011	Status/ Remarks
Project Description								
Parks & Recreation	FY 2010	FY 2027	\$ 3,021,612	98.44%	Property Taxes	\$ -	\$ -	
						-	-	
						-	-	
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 3,021,612			\$ -	\$ -	

City of Peachtree City

Capital Improvement Projects Updated for FY 2011

Public Facility: Service Area:	Libraries							
	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2011	Impact Fees Encumbered through FY 2011	Status/ Remarks
Project Description								
Libraries	FY 2010	FY 2027	\$ 318,766	99.84%	Property Taxes	\$ -	\$ -	
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 318,766			\$ -	\$ -	

City of Peachtree City

Capital Improvement Projects Updated for FY 2011

Project Description	Public Facility: Service Area:		Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2011	Impact Fees Encumbered through FY 2011	Status/ Remarks
	Project Start Date	Project End Date						
Police	FY 2010	FY 2027	\$ 450,910	100.00%	N/A	\$ -	\$ 40,164	
						-	-	
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 450,910			\$ -	\$ 40,164	

City of Peachtree City

Capital Improvement Projects Updated for FY 2011

Project Description	Public Facility: Service Area:		Fire					
	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2011	Impact Fees Encumbered through FY 2011	Status/ Remarks
					Property Taxes			
Fire Protection	FY 2010	FY 2027	\$ 3,166,507	96.82%		\$ -	\$ 228,756	
						-	-	
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			\$ 3,166,507			\$ -	\$ 272,803	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

FROM: Financial Services Director *RS*

DATE: February 24, 2012

SUBJECT: Consider Capital Equipment Lease Bids
March 2, 2012 City Council Meeting

Recommendation:

Consider approval of bids received for the FY 2012 – 2016 Capital Equipment Lease.

Discussion:

On February 16, bid requests were sent out to twelve (12) financial institutions for financing of the equipment shown on the attached bid request documents. As indicated in the documents, the bids were due by 2 PM on Friday February 24. The bids and proposed contracts submitted are currently being evaluated by the city's financial advisor and bond attorney. Once evaluated, a recommendation will be brought forth via an additional memo to Council prior to the March 2 City Council meeting.

Budgetary Impact:

N/A

CITY OF PEACHTREE CITY, GEORGIA

REQUEST FOR BIDS Equipment Master Lease Purchase Agreement

The City of Peachtree City, Georgia (the "City") invites qualified bidders to submit written bids for a tax-exempt master lease purchase financing of certain capital equipment (the "Lease"). Bids will be accepted until **2:00 p.m.** (Eastern Time) on **Friday, February 24, 2012** at the office of the City's Financial Advisor for this financing, Todd Barnes, Robert W. Baird & Co. ("Baird"), 3060 Peachtree Road, Suite 1815, Atlanta, Georgia, 30305. Proposals may be submitted by email at tbarnes@rwbaird.com or by hand delivery. The City and Baird shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Late proposals will not be accepted and/or considered. The City reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids.

PURPOSE: While the City uses its cash to fund most equipment purchases, the City also uses capital lease financing to fund some of its equipment purchases. During the past few months, the City has acquired certain public works and public safety equipment for which it wants to be reimbursed from an initial drawdown under the master lease financing. A list of the specific equipment expected to be funded by the Lease is attached as Exhibit A. The City adopted the necessary Intent to Finance resolutions prior to the expenditure of the funds for the purchase of the equipment. The City has previously created the Peachtree City Governmental Finance Corporation (the "Corporation" or "Lessor"), which will serve as the Lessor and title owner of the equipment. All of the Corporation's right, title, and interest in and to the Lease (other than any rights specifically reserved thereunder), including its right to receive payments under such Lease and to enforce the provisions thereof, will be assigned to the bank selected to provide the financing (the "Bank").

PROHIBITION AGAINST PUBLIC SALE: The Lessor and the Bank shall not assign the City's Lease or payments due thereon as a part of a plan to publicly offer participation interests therein.

AMORTIZATION: The Lease will be amortized quarterly, over a term of seven years for the fire truck and a term of five years or less for all other equipment, both terms of which are not in excess of the useful life of the respective equipment financed. The payments will be made on March 31, June 30, September 30 and December 31 of each year, with the first payment being made on June 30, 2012.

BANK QUALIFICATION: The City currently anticipates that the Lease will not be designated as "bank qualified" due to anticipated additional tax-exempt borrowings during calendar year 2012.

SUBJECT TO ANNUAL APPROPRIATION: The Lease will be subject to annual appropriation by the City Council, in accordance with Georgia Law.

FORM OF LEASE AGREEMENT: Please submit your form Master Lease documents with your bid. Terri Finister of Murray Barnes Finister, LLP, Special Counsel to the City, will review those documents and advise the City as to the acceptability of the documents, which will be a factor in the award process.

PREPAYMENT OPTION: The City prefers that the Lease includes a prepayment option.

NON-SUBSTITUTION: The Lease will not contain a "non-substitution" clause.

INDEMNIFICATION: Any proposed indemnification by the City in the Lease will be qualified to the extent permitted by Georgia Law.

LEGAL OPINIONS: The City's legal counsel will provide any legal opinions reasonably required to be furnished by the City.

FEES AND EXPENSES: All Bank fees or expenses, including but not limited to legal expenses incurred by the Bank in connection with the transaction, if any, should be fully disclosed in your bid and will be factored into the analysis of the bids.

ESCROW: At the option of the City, the proceeds of any drawdown on the Lease may be deposited in an escrow account acceptable to the Bank, with disbursements made therefrom to pay for equipment upon the execution and delivery of the required documentation. The City would direct the investment of funds held in the escrow account in permitted investments as specified under Georgia law.

INDEX PROPOSED: An Index or formula should be proposed for the purpose of calculating the interest rate for lease terms of 5-years and 7-years, assuming the interest rate will be fixed at the time of funding for the term of each individual lease. Bidders should also indicate the period of time for which the proposed index will be in place without any revision or modification. Any other terms or conditions to the Bank's bid should be fully detailed in the Bid Form.

RATINGS: The City's general obligation bond ratings are currently "Aa1" by Moody's and "AAA" by Standard & Poor's. The City's Comprehensive Annual Financial Reports and Budgets can be accessed via the City's website under the Finance Department.

AWARD OF LEASE AND CLOSING DATE: The City Council is expected to approve the award of the Lease to the successful bidder at its regularly scheduled meeting on

Thursday, March 1, 2012. The closing of the Lease will occur on a date to be mutually agreed upon by the City and the Bank.

ADDITIONAL INFORMATION: Bidders should contact either the City's Finance Director, Paul Salvatore, at (770) 487-7657 or Todd Barnes of Baird at (404) 264-2233 for additional information.

BID FORM

**To: Mr. Paul Salvatore, Director of Finance
Peachtree City, Georgia
c/o Mr. Todd Barnes, Managing Director
Robert W. Baird & Co.
Email: tbarnes@rwbaird.com
404-264-2233**

We propose to enter into a Master Lease Agreement with the City, subject to the provisions set forth in the City's Request for Bids, based on the Index (funding formula) and other conditions set forth below:

Index: Five-Year Lease Term

Index: Seven-Year Lease Term

Submitted by: _____

Company: _____

By: _____

Title: _____

Phone: _____

Fax: _____

Appendix A

2012 Public Improvement Program

Expenditures	5 Year Plan	Term
<u>Division: Public Services</u>		
Bobcat Skid Steer Loader Replacement	\$39,000	5 yrs.
Dump Truck Replacements (3) F-750s	\$225,000	5 yrs.
Dump Bed Replacements (2)	\$44,000	5 yrs.
Telephone System Replacement/Upgrades	\$25,000	5 yrs.
Thin Client Computing- Patron Work Stations	\$45,000	5 yrs.
<u>Division: Public Safety Services</u>		
F.D. Replace Rescue 8	\$175,000	5 yrs.
P.D. Vehicle Fleet Replacements (9 @ \$49,500)	\$445,500	5 yrs.
<u>Administrative/Financial Services</u>		
Backup System Replacement	\$60,000	5 yrs.
Email & Archiving System Replacement	\$37,000	5 yrs.
Equipment Lease Loan Proceeds - FY12	\$1,095,500	

2013 Public Improvement Program

Expenditures	5 Year Plan	Term
<u>Division: Public Services</u>		
C80A Motor Grader (replace)	\$130,000	5 yrs.
Front End Wheel Loader (replace)	\$150,000	5 yrs.
F-250 Pickups (3) - (replace)	\$75,000	5 yrs.
F-350 Dump Truck (replace)	\$32,000	5 yrs.
<u>Division: Public Safety Services</u>		
F.D. Replace Expedition - Asst. Chief/Training	\$43,438	5 yrs.
Medic Remount	\$133,126	5 yrs.
Replace TACV F-350	\$54,500	5 yrs.
P.D. Vehicle Fleet Replacements (7 @ \$49,500)	\$346,500	5 yrs.
Unmarked Police Vehicle Replacement	\$47,500	5 yrs.
Special Response Team Tactical Van	\$50,000	5 yrs.
<u>Administrative Services</u>		
Telephone System Upgrade/Replacement	\$115,000	5 yrs.
Equipment Lease Loan Proceeds - FY13	\$1,177,064	

2014 Public Improvement Program

<u>Division: Public Services</u>		
Asphalt Spreader (replace)	\$50,000	5 yrs.
F-150 Pickup Truck (replace)	\$25,000	5 yrs.
<u>Division: Public Safety Services</u>		
F.D. Replace F-150 - Asst. Fire Marshal	\$47,809	5 yrs.
Replace Expedition - Asst. Chief/Ops	\$45,610	5 yrs.
Replace Fire Engine 87	\$594,729	7 yrs.
Medic Unit Remount	\$139,783	5 yrs.
P.D. Vehicle Fleet Replacements (8 @ \$49,500)	\$396,000	5 yrs.
F-250 Truck Replacement	\$47,500	5 yrs.
Unmarked Police Vehicle Replacements (2)	\$95,000	5 yrs.
Motorcycle Replacement	\$20,800	5 yrs.
AFIS Fingerprinting System	\$70,000	5 yrs.
Equipment Lease Loan Proceeds - FY14	\$1,532,231	

2015 Public Improvement Program

Division: Public Services

L9000 Tandem Dump Truck (replace)	\$120,000
LB90 Back Hoe (replace)	\$58,000
John Deere Track Loader (replace)	\$180,000

Division: Public Safety Services

Police Vehicle Replacements (9 @ \$49,500)	\$445,500	5 yrs.
Unmarked Police Vehicle Repl. (2 @ \$47,500)	\$95,000	5 yrs.
Transport Van with Insert (new)	\$54,000	5 yrs.
Replacement Quint	\$737,572	7 yrs.
Mini Pumper Replacement	\$300,000	7 yrs.
Replace Training Pickup Truck	\$59,863	5 yrs.

Equipment Lease Loan Proceeds - FY15	\$2,049,935
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2016 Public Improvement Program

Division: Public Services

Leeboy Asphalt Spreader (replace)	\$75,000	5 yrs.
Bituminous Tack Distributor	\$35,000	5 yrs.

Division: Public Safety Services

Police Vehicle Replacements (9 @ 49,500)	\$445,500	5 yrs.
Unmarked Police Vehicle Repl. (3 @ \$47,500)	\$142,500	5 yrs.
Police Motorcycle Replacements (2)	\$41,600	5 yrs.
Replace Fire Marshal F-150	\$52,710	5 yrs.
Replace B/C Training Expedition	\$50,285	5 yrs.
Remount Medic 82	\$154,109	5 yrs.
Replace Tower 8	\$1,123,127	7 yrs.

Equipment Lease Loan Proceeds - FY16	\$2,119,831
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Grand Total - 5-Year Equipment Plan:	\$7,974,561
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Appendix B

List of RFP Recipients

Veverly C. Hicks
Branch Banking & Trust Co.
P.O. Box 31273
Charlotte, NC 28231
704-954-1710
vhicks@bbandt.com

Dennis M. McDermott
SunTrust Leasing Corporation
Mail Code GA Atlanta 130
303 Peachtree Street, NE; 15th Floor
Atlanta, Georgia 30308
(404) 658-4751
dennis.mcdermott@suntrust.com

Charles T. McGuire
Bank of America Public Capital Corp.
Mail Code: VA2-300-18-02
1111 East Main Street, 18th Floor
Richmond, Virginia 23219-3500
(804) 788-3345
charles.mcquire@bankofamerica.com

Mike Romano
Bank of America
3700 Crestwood Parkway, Suite 1050
Mail Code GA7-430-10-01
Duluth, Georgia 30096
(770) 717-6426
mike.romano@bankofamerica.com

Kevin Mathis
State Bank & Trust Company

Macon, GA 31210
(478) 936-9142
Kevin.mathis@statebt.com

Laurel Hord Hill, CTP
Wells Fargo Bank, N.A.
Government & Institutional Banking
360 Interstate North Parkway
Mail Code GA 4607
Atlanta, GA 30339-2216
678-589-4344
laurel.hill@wellsfargo.com

Rick Cornejo
Regions Bank
Public, Institutional and Non-Profit Group
One Glenlake Parkway, Suite 400
Atlanta, GA 30328
(404) 253-5264
ricardo.cornejo@regions.com

Jacqueline Bretz
Capital One Public Funding, LLC
7644 Fallsburg Road
Newark, OH 43055
(866) 617-2337
jaci.bretz@capitalonebank.com

Charlie DiGiacomo
RBC Bank
75 Fifth Street, NW, Suite 900
Atlanta, GA 30308
(404) 495-6007
charlie.digiacomio@rbc.com

Alison Hastings
JP Morgan Chase Bank, N.A.
GA1-5000
3475 Piedmont Road, NE, 18th Floor
Atlanta, GA 30305-2954
(404) 386-8631
alison.a.hastings@jpmorgan.com

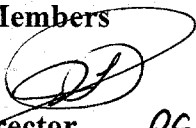
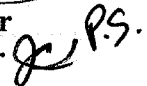
Mark T. Stanley
Chase Equipment Finance
JPMorgan Chase Bank, N.A.
3475 Piedmont Road, NE, Suite 1800
Atlanta, GA 30305
(404) 926-2705
mark.t.stanley@chase.com

Daniel R. Dornblaser
Fifth Third Bank
3344 Peachtree Road, NE, Suite 800
Atlanta, GA 30326
(404) 279-4591
Daniel.dornblaser@53.com

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director
Assistant Finance Director  P.S.

FROM: Public Services Director 

DATE: February 21, 2012

SUBJECT: Local Maintenance and Improvement Grant (LMIG) Contract
March 1, 2012 City Council Agenda

Recommendation:

Staff recommends that the City enter into a contract with the Georgia Department of Transportation (GDOT) for resurfacing of a total of 3.24 miles of Peachtree Parkway North in fiscal year 2012 and authorize the Mayor to sign the Local Maintenance and Improvement Grant (LMIG) contract **S013917-PRC**.

Discussion:

Staff has reviewed the Georgia Department of Transportation (GDOT) LMIG contract S013917-PRC which is a standard GDOT contract. This contract is available for review should Council desire to do so.

The contract amount of **\$225,999.38** with GDOT is the approximate cost of only the materials needed to complete this paving area. All other cost associated with the installation of the asphalt paving such as: labor, equipment, milling or delivery costs would be the responsibility of the City. Staff estimates that the total project cost, including materials and installation, would be approximately **\$500,000** based on recent bids for similar services.

Based on past projects completed under this program, the City Staff generally projects receiving only 80% of the contract amount from GDOT. This means that out of the proposed \$225,999.38 contract amount the City projects a reimbursement of approximately **\$180,799.50**. Therefore based on the estimated project cost of \$500,000 the City's responsible contribution to the project would be approximately **\$319,200.50** at the completion of the project.

Budget Impact:

Based on the discussion above staff estimates a balance of **\$319,200.50** would be allocated from fiscal year 2012 SPLOST funds.

cc: City Engineer