

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

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Proclamation for DeMolay Month
- IV. Public Comment**
- V. 10-Minute Talk**
Kenneth Koon, Community Resilience
- VI. Agenda Changes**
- VII. Minutes**
February 6, 2014, Interim Minutes
- VIII. Monthly Reports**
UUU
- IX. Consent Agenda**
 - 1. Consider Alcohol License – NEW – Zoe's Kitchen, 2777 Highway 54 West**
 - 2. Consider Title Changes for Two Positions in Fire Department**
 - 3. Consider Bid for Court Resurfacing**
 - 4. Consider Bid for Battery Boat Dock Replacement**
 - 5. Consider Resolution Authorizing Submittal of GATEway Grant Application for SR 54/SR 74 Landscape Enhancement Project**
 - 6. Consider Board of Ethics Ordinance Revision/ Board of Ethics Selection**
 - 7. Consider Utility Marking/"White Lining" Ordinance**
- X. Old Agenda Items**
 - 02-14-03 Consider Signal Application for SR 54 W/ Line Creek DR Intersection**
 - 02-14-05 Consider Request to Allow Private Road Connection across City Property from The Overlook Retail Development to Planterra Way**
- XI. New Agenda Items**
 - 02-14-11 Consider Playground Resurfacing**
 - 02-14-12 Consider Purchase of Variable Message Sign Trailer**
- XII. Council/Staff Topics**
Hot Topics Update
- XIII. Executive Session**

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

City Council of Peachtree City
INTERIM MINUTES
February 6, 2014
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
- IV. 10-Minute Talk
- V. Public Comment
- VI. Agenda Changes
- VII. Minutes
January 16, 2014, Regular Meeting **Motion by King, 2nd by Ernst, Approved, 5-0**
- VIII. Consent Agenda
 - 1. Consider Stormwater Maintenance Agreement with Hearthside at PTC, L.P.
Motion by Imker, 2nd by Ernst, Approved, 5-0
 - ~~2. Consider Resolution Authorizing Submittal of GATEway Grant Application for
SR 54/SR 74 Landscape Enhancement Project~~
 - 3. Consider Bid Award for TDK Bridge Repairs – Massana Construction
Motion by Imker, 2nd by Ernst, Approved, 5-0
- IX. Old Agenda Items
 - 09-12-06 Facilities Bond Projects Status Report/Update **No action required**
- X. New Agenda Items
 - 02-14-01 Consider Amendment to Fire Protection and Prevention Ordinance
Motion by King, 2nd by Ernst, Approved, 5-0
 - 02-14-02 Consider Amendments to Landscape Plan Procedures for Retail, Commercial and Industrial Properties Ordinance
Motion by Imker, 2nd by Learnard, Approved, 5-0
 - 02-14-03 Consider Signal Application for SR 54 W/ Line Creek DR Intersection
Motion to table to February 20 by Imker, 2nd by Ernst, Approved, 5-0
 - 02-14-04 Consider Initiating Abandonment Process for Roads and Right-of-Way of Line Creek DR and Line Creek CT
Motion to begin process by King, 2nd by Imker, Approved, 5-0
 - 02-14-05 Consider Request to Allow Private Road Connection across City Property from The Overlook Retail Development to Planterra Way
Motion to table to February 20 by Imker, 2nd by Learnard, Approved, 5-0
 - ~~02-14-06 Consider Participating in Design of Multi-Use Path from Peachtree City to Senoia~~
 - 02-14-07 Consider Bid for Guns – Smyrna Police Distributors
Motion by Ernst, 2nd by King, Approved, 5-0
 - 02-14-08 Consider Bid for Lake Peachtree Bridge Handrails – Beatty Construction
Motion by Learnard, 2nd by Ernst, Approved, 5-0
 - 02-14-09 Consider Bid for Landscape Maintenance – Hybrid Insourcing/Outsourcing, with Outsourcing to True Green, Brickman Group, and Valley Crest
Motion by Learnard, 2nd by King, Approved, 5-0
 - 02-14-10 Consider Amendment to FY 2014 Amphitheater Budget
Motion by Learnard, 2nd by King, Approved, 5-0
- XI. Council/Staff Topics
- XII. Executive Session
Motion for executive session – real estate, litigation – made by Learnard, 2nd by Ernst, Approved 5-0

Members Present: Mayor Fleisch, Terry Ernst, Eric Imker, Mike King, Kim Learnard

City Council Monthly Report

DEPARTMENT:
SUPERVISOR:

PLANNING & ZONING
DAVID RAST

FISCAL YEAR:
CREATOR:

2014
KATHY GRAY

COMPARISON CHART

YTD FY 2014	YTD of FY 2013	YTD of FY 2012
7	9	1
10	8	0
0	0	0
96	0	0
83	101	15
747	674	67

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
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Single Family Units	1	2	3	1								
Single Family C.O.'s	2	6	2	0								
Multi-Family Units	0	0	0	0								
Multi-Family C.O.'s	0	0	96	0								
Miscellaneous*	16	25	27	15								
INSPECTIONS:	245	188	123	191								

New Construction	1	0	0	1								
Non-Residential C.O.'s	5	3	4	3								
Expansion/Renovation/Tenant Finish	9	6	7	3								
Miscellaneous*	1	2	1	2								
INSPECTIONS:	123	96	131	60								

DEVELOPMENT PERMITS	3	4	3	2								
POPULATION ESTIMATE*	34,503	34,516	34,723	34,723								
BUILDING PERMIT FEES	\$40,298	\$24,693	\$19,477	\$64,619								

Tree Removal Permits:	69	40										
Sign Permits:	\$200	\$400	\$200	\$400								
Banner/Special Event Permits:	\$215	\$195	\$60	\$260								
New Construction Plan Reviews:	\$1,830	\$1,200	\$300	\$1,168								
Other Plan Reviews/Permits:	\$1,100	\$525	\$275	\$7,987								
Misc permit fees	\$120	\$161	\$5	\$53								
Fire Department Permit Fees:	\$885	\$1,538	\$650	\$2,567								
TOTAL PLAN REVIEW FEES	\$4,350	\$4,019	\$1,490	\$12,435								

TOTAL FEES COLLECTED	\$44,648	\$28,712	\$20,967	\$77,954								
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* Miscellaneous permits are: Fences, Pools, Additions/Renovations, Remodeling, etc

* Based on 2.09 people per residential CO

* Other plan reviews: Soil Erosion permits, Land Disturbance Fee, Site Plan & Final Site Plan reviews

2	4	1
15	21	6
25	21	2
6	13	0
410	325	70
12	10	1
34,723		
\$149,087	\$137,466	20,152

109	190	0
\$1,200	\$1,930	\$200
\$730	\$585	\$285
\$4,498	\$4,937	\$0
\$9,887	\$3,360	\$50
\$339	\$571	\$100
\$5,640	\$7,013	\$200
\$22,294	\$18,396	\$835
\$171,381	\$155,862	\$20,987

**PEACHTREE CITY POLICE DEPARTMENT
2014 MONTHLY REPORT**

JANUARY 2014 DECEMBER 2013 2014 2013

Calendar Year to Date Calendar Year to Date

PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary

TOTAL PART I CRIMES	41	53	41	34
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<u>DUI ARRESTS</u>	11	21	11	10
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	3	14	3	3
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OTHER ARRESTS

PROPERTY CRIMES	19	41	19	16
PERSON CRIMES	5	3	5	6
TRAFFIC OFFENSES	18	16	18	17
OTHER	21	15	21	21

<u>CALLS ANSWERED:</u>	3,707	3,670	3,707	4,832
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TRAFFIC:

CITATIONS ISSUED	640	561	640	427
CITY ORDINANCES	12	14	12	20
WARNINGS	849	722	849	499
ACCIDENTS	106	134	106	95

CITY OF PEACHTREE CITY
RECREATION REVENUE
AS OF JANUARY 31, 2014
WITH COMPARISONS TO JANUARY 31, 2011, 2012 & 2013

	ACTUAL THRU JANUARY			ORIGINAL BUDGET FY 2014	BUDGET ADJUSTMENTS	CURRENT BUDGET FY 2014	ACTUAL THRU JANUARY FY 2014
	FY 2011	FY 2012	FY 2013				
RECREATION REVENUE							
Program Fees - Recreation	\$ 11,957	\$ 8,741	\$ 12,412	\$ 189,113.00	\$ -	\$ 189,113	\$ 9,605
Program Fees - Kedron	39,219	40,356	37,930	172,122	-	172,122	33,905
Program Fees - Kedron Open Gym	-	-	5,086	15,638	-	15,638	5,681
Program Fees- Athletic Tournaments	2,300	-	3,380	3,380	-	3,380	1,020
Facility Maintenance Rec.- Athletic Assoc.	-	-	27,220	93,000	-	93,000	18,073
Facility Maintenance Ked- Athletic Assoc.	-	-	-	\$13,000	-	13,000	11,905
Facility Rental - Recreation	1,831	1,230	1,127	10,000	-	10,000	1,296
Facility Rental - Kedron	3,040	4,135	7,174	19,630	-	19,630	5,768
Program Fees - Pool Fees/Passes	27,276	30	15,608	76,066	-	76,066	18,141
Program Fees - Kedron Swim Teams	-	-	11,999	59,843	-	59,843	16,121
Program Fees - Kedron Swim Lessons	-	-	1,905	12,193	-	12,193	2,197
Program Fees - Rec Pool Revenue	-	275	90	24,053	-	24,053	173
	\$ 85,623	\$ 54,767	\$ 123,931	\$ 688,038	\$ -	\$ 688,038	\$ 123,885

Recreation Programming Notes- The Winter adult basketball season is now underway. The Campus has starting utilizing City facilities for their soccer and baseball programs. The Knights of Columbus held their annual free throw contest at Kedron on the 25th. Several Youth associations held registration at Kedron this month. The high school swim season wrapped up in January as well. A Red Cross Blood Drive was held at Glenloch on the 7th.

Special Events Notes- St. Paul Lutheran hosted their Frostbite Run on the 4th. There were local BMX races at The McIntosh Trail Complex on the 11th, 18th and 25th.

Tournaments Notes- N/A

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

January-14

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Byron Perryman 01/01/14-12/31/15	11	11	8	3	4/17/13 8/21/13 11/20/13	73%
Shayne Robinson Until no longer Recreation & Special Events Chairperson	11	11	11	0		100%
Sherri Smith Brown 01/01/14-12/31/15	11	11	8	3	2/20/13 6/25/13 7/17/13	73%
Andy Dunn 1/1/2013 - 12/13/14	11	11	8	3	9/18/13 11/20/13 01/22/14	73%
Mike King 01/01/14-12/31/14	11	11	11	0		100%
Joe Woods 01/01/14-12/31/15	11	10	9	1	1/22/2014	90%
Rick Barnes 01/01/14-12/31/15	12	12	12	0		100%
Wende Blumberg 01/01/14-12/31/15	11	1	1	0		100%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: Deputy City Clerk 

DATE: February 3, 2014

SUBJECT: Alcohol License – NEW – Zoë's Kitchen
February 20, 2014, Regular Meeting

Recommendation:

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

Discussion:

Zoë's Kitchen, 2777 Highway 54 West, has submitted a request for a new alcohol license. Mr. Jason Morgan has requested he be appointed as the Licensee. Mr. James Harris has requested he be appointed as the License Representative. Mr. Harris will attend the meeting on Thursday, February 20, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the sale of beer and wine, which is \$1,350. If they choose to serve on Sunday, they will pay an additional \$500 annually.

Attachments



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

Application For Alcoholic Beverage License

Business Name: Zoe's Kitchen Holding Company, LLC d/b/a Zoe's Kitchen	Business Location: 2777 West Highway 54 Peachtree City, GA 30269	
Nature of Business: Restaurant	Mailing Address: 5700 Granite Pkwy., Ste. 455 Plano, TX 75024	Business Phone Number: TBD
Name of Licensee: Jason C. Morgan	Home Address: 1010 Country Trail, Fairview, TX 75069	Home Phone Number: (205) 414-9920
Name of License Representative: James R. Harris	Home Address: 10 Evan Court, Newnan, GA 30263	Home Phone Number: (770) 304-8015

Please indicate type of licenses applying for:

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

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home <u>and</u> Business Phone Numbers for individuals listed:
See attached Exhibit "A"		

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

If YES, Please Provide Name of Employee: N/A



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

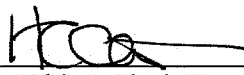
State of Georgia

City of Peachtree City

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

Jason C. Morgan
1010 Country Trail
Fairview, TX 75069

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



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

1/31/14

Date



Witness



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

State of Georgia

City of Peachtree City

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

James R. Harris
10 Evan Court
Newnan, GA 30263

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

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

1/31/14

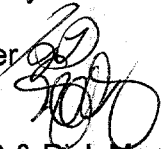
Date

Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Fire Chief

FROM: Director, HR & Risk Management 

DATE: January 31, 2014

SUBJECT: Consider Title Changes of Two (2) Positions in the Fire Department due to the Matrix Study

Recommendation

Staff recommends making the following title changes due to the recommendations of the Matrix Study that was recently conducted:

Current Title

Battalion Commander (EMS)/Captain
Salary Grade 285

Training Officer/Captain
Salary Grade 285

New Title

Operations Captain
Salary Grade 285

Training Captain
Salary Grade 285

Discussion

When the presentation to request the implementation of the Matrix Group's recommendations was made to Council on 12/19/13, these title changes were not included. The Matrix Group recommended discontinuing the use of "Battalion Commander." Also, the titles of "Operations Captain" and "Training Captain" are accepted practice and are descriptive of their roles and ranks. These title changes will not change head count or salaries.

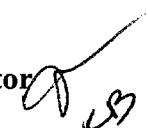
Budget Impact

The annual budget impact will be revenue neutral since this is a title change only, and the positions will remain in the same salary grade levels.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Community Services Director 
Financial Services Director 

FROM: Recreation & Special Events Administrator 

DATE: February 13, 2014

SUBJECT: Bid – Tennis and Basketball Court Resurfacing
February 20, 2014, City Council Meeting

Recommendation:

Council awards the bid for court resurfacing at the Tennis Center and Pebblestump Park to Court Makers, Inc., for a total amount of \$30,300.00. Staff requests \$24,900.00 to be taken from TC/AMPH Building Repair and Maintenance, acct. #100-6110-522251 and an additional \$5,400.00 to be taken from Other Repair & Maintenance, acct. #100-6110-522275.

Discussion:

Staff bid the resurfacing of tennis courts at the Tennis Center and basketball courts at various City parks on December 18th, and held a mandatory pre-bid meeting January 15th with five firms attending.

Court Makers, Inc. was the low bidder and their proposal is attached. They have performed similar services for the City of Peachtree City and City staff has found their work to be acceptable.

Budget Impact:

These are budgeted items and will reduce the General Fund by a total of \$30,300.00

CITY OF PEACHTREE CITY
BID/TENDER FORM

*** REVISED ***

Owner:

City of Peachtree City

151 Willowbend Road

Peachtree City, GA 30269

Bidder's Name and Address:

Court Markers Inc.

1011 Marble Mill Circle

Marietta, Ga. 30060

Due Date: January 28, 2014

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the construction project known as:

TENNIS and BASKETBALL COURTS - REPAIRS AND RESURFACING

Including Addenda #1, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site and all particulars, hereby proposes and **agrees to fully perform the work for the base bid within 30 calendar days** and in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for the following lump sum, hereinafter referred to as the Base Bid of:

Base Bid shall include four (4) tennis courts at the Tennis Center

\$24,900.⁰⁰

(written) Twenty four thousand, nine hundred dollars.

Optional additional cost for two (2) Basketball courts at Braelinn Rec Complex,

Resurfacing cost only \$ 4,600.⁰⁰

Crack repair per linear foot \$ 13.⁰⁰

1750 linear foot

extended price \$ 22,750.⁰⁰

Total price for resurfacing and crack repair \$ 27,350.⁰⁰

Optional additional cost for one (1) Basketball court at Bluesmoke Park,

Resurfacing cost only \$ 3,200.⁰⁰

Crack repair per linear foot \$ 13.⁰⁰

300 linear foot

extended price \$ 3,900.⁰⁰

Total price for resurfacing and crack repair \$ 7,100.⁰⁰

Optional additional cost for one (1) Basketball court at Smokerise Park,

Resurfacing cost only \$ 3,200.⁰⁰

Crack repair per linear foot \$ 13.⁰⁰ 280 linear foot extended price \$ 3,640.⁰⁰

Total price for resurfacing and crack repair \$ 6,840.⁰⁰

Optional additional cost for one (1) Basketball court at Pebblestump Park

Resurfacing cost only \$ 5,400.⁰⁰

Crack repair per linear foot \$ 13.⁰⁰ 400 linear foot extended price \$ 5,200.⁰⁰

(Contractor to measure and provide linear foot measurement of cracks.)

Total price for resurfacing and crack repair \$ 10,600.⁰⁰

If awarded, agrees to fully perform the work for the optional courts within 30 calendar days

2. The undersigned has checked the above figure, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.
3. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all irregularities in connection herewith.
4. The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the bid's conditions and provisions thereof.
5. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this bid or the contract that may be entered into as a result of this bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.
6. It is agreed that the undersigned has complied or will comply with all requirements of local, state, and federal laws, and that no legal requirements had been or will be violated in making or accepting this bid, in awarding the contract to him/her and/or in the prosecution of the work required.
7. The Owner will not be bound to enter into a Construction Contract with the low bidder unless a mutually acceptable construction cost is reached.
8. The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days of the date to be specified in a written order of the Owner.
9. The undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of the bids but shall remain open for acceptance for a period of ninety (90) days following such time.
10. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this bid, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notice of Award of this bid.
11. The names of all persons interested in the foregoing bid as principals are listed below:

(IMPORTANT NOTICE: If a bidder is a corporation, give legal name of the corporation, state where incorporated, and the name of its president and secretary. If a partnership, give the name of the firm and the names of all individual co-partners composing the firm. If the bidder is an individual, give first and last name in full.)

Court Makers Inc.

Georgia

G. Marshall Dye President

Bridget Davis Sec.

12. Addendum Receipt: The receipt of the following addendum to the specifications is acknowledged.

Addendum No. #1 dated 1/17/2014

Addendum No. dated

Date of Bid:

January 28, 2014

Firm Name:

Court Makers Inc.

Business Address:

1011 Marble Mill Circle
(No post office boxes)

Marietta, Georgia 30060

Submitted By:

G. Marshall Dye Pres.
(Signature in blue ink)

G. Marshall Dye
(Printed name)

Telephone Number:

770.560.9181 | 770.795.8400

Fax Number:

770.795.0504

E-mail Address:

ESohnson@CourtMakers.Com

NOTE: Bidders should not add any conditions or qualifying statements to this bid or otherwise the bid may be declared irregular as being not responsive.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Community Services Director 
Financial Services Director

FROM: Recreation & Special Events Administrator 

DATE: February 13, 2014

SUBJECT: Battery Way Boat Dock Replacement
February 20, 2014, City Council Meeting

Recommendation:

Council awards the bid for Battery Way Boat Dock Replacement to Great Lakes & Land Company in the amount of \$37,405.34, to be taken from FUND 380 Facilities Authority Bond.

Discussion:

Staff has been working with various firms on the replacement of the Battery Way Boat Dock. Great Lakes & Land Company submitted the most acceptable design and pricing, which is attached. Great Lakes & Land Company has performed work for similar agencies in the past and their references have been confirmed.

Budget Impact:

This is an approved project on the Facilities Authority Bond list and will reduce the Facilities Authority Bond Fund 380 by \$37,405.34



Great Lakes & Land Company
3007 White Oak Court
LaGrange GA 30240
1-706-523-0590 Fax:

Contract

Customer	Dealer	Miscellaneous
PTC	Great Lakes & Land Company Matt Headrick P: 1-706-523-0590 F: matthewheadrick@yahoo.com	Date: 2/13/2014 Delivery: Job Name: PTC Body of Water: Revision: 0 R+-e

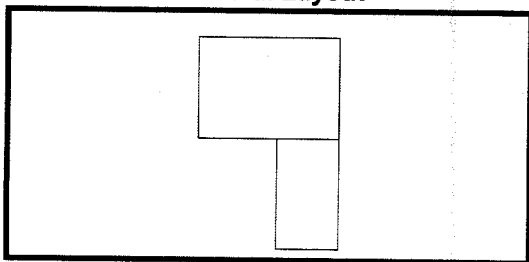
Main Deck Category 3	27' x 42'	804 Sq. Ft. of Deck	\$ 20,219.80
Decking >> Ironwood	24" OC Stringers	No Floats	

Upper Level - Uncovered	\$ 0.00
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Anchoring		\$ 1,599.84
Anchor Type	Qty	Price Per
- Fixed Pile Mount<=8"	22	\$1,599.84

Accessories	Qty	Per	Total	Other	Qty	Per	Total	\$ 15,160.70
Bunkboard IPE > 6' Boards	158	\$10.35	\$1,635.30	4in sch 40 Galv Piles	22	\$350.00	\$7,700.00	
Railing - Picket Antique Bronze	146	\$39.90	\$5,825.40					

General Layout



Total Goods	\$ 36,980.34
Shipping	\$ 425.00

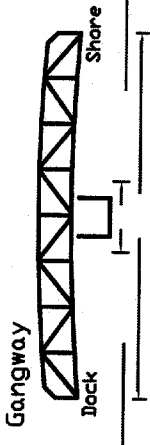
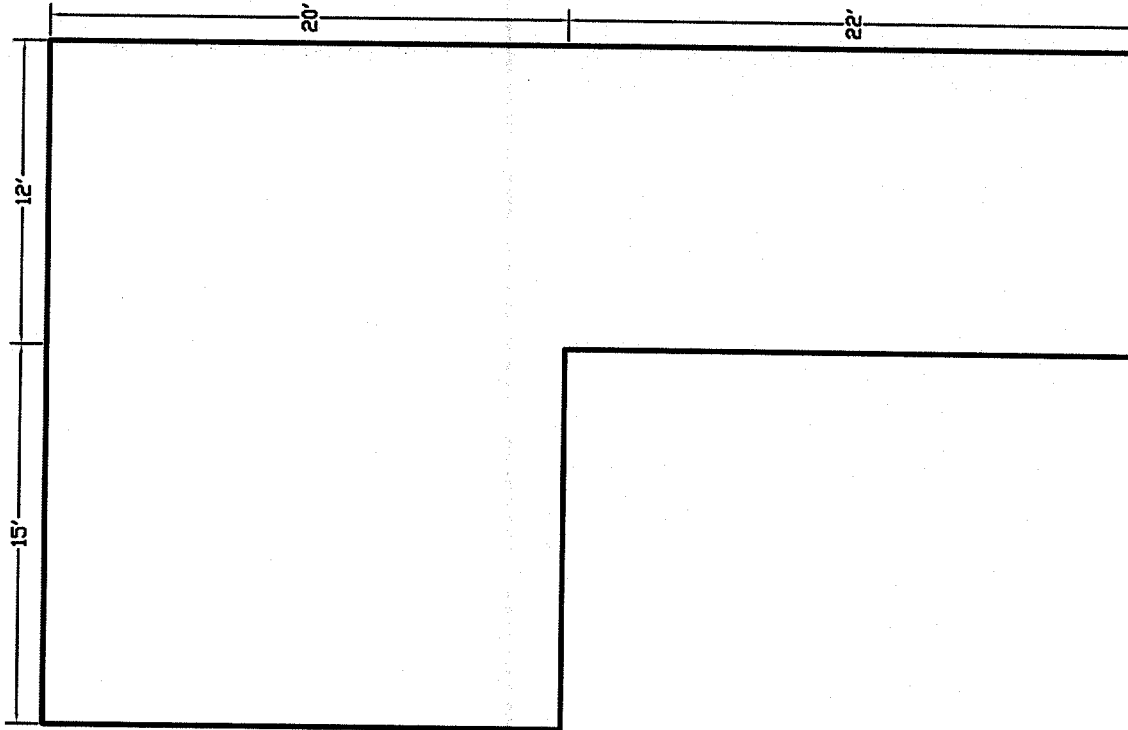
Tax	\$ 0.00
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Total	\$ 37,405.34
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Deposit:	\$18,702.67
Delivery:	\$0.00
Final:	\$18,702.67

When signed and returned, this agreement represents a binding contract between Great Lakes & Land Company and the undersigned. These specifications represent the products to be manufactured on the agreed upon date. Buyer will be invoiced when the products are installed and the buyer agrees to pay within the terms of the invoice. Prices are valid for 30 days.

Buyer Endorsement



Date	2/13/2014
Customer	GREAT LAKES
PTC	PTC
View	PLAN
Sheet	1 OF 1
Anchor Type	FIXED PILE MOUNT<=8"
Roof Type	UNCOVERED
Square Feet	
Lower Deck	804
Upper Deck	0
Roof	0
Footprint	1134

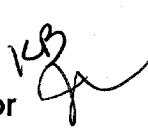
Notes

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director 
Community Services Director

FROM: Planning and Zoning Administrator/ City Landscape Architect 

DATE: February 14, 2014

SUBJECT: Consider Adoption of Resolution Authorizing the Submittal of a
GATEway Grant Application for Landscape Enhancements at the
HWY 74/ HWY 54 Intersection
February 6, 2014 City Council agenda

Recommendation:

That Council adopt the attached Resolution authorizing City Staff to prepare and submit a GATEway grant application to the Georgia Department of Transportation (GDOT) for funding consideration.

Discussion:

GDOT has announced a new round of GATEway grant funding opportunities for landscape enhancements along state highways. Applications must be submitted no later than February 28, 2014.

Funding for this program is generated by permit fees paid to GDOT for the removal of vegetation in front of outdoor advertising signs. Funds can be used only for roadside enhancement and beautification projects along public roads, and individual grants cannot exceed \$50,000 in one calendar year.

Staff is recommending that we focus this funding request to landscape enhancements adjacent to the HWY 54/ HWY 74 intersection, specifically the southeast quadrant (Peachtree City Civic Sign) and the northwest quadrant (Longhorn Steakhouse).

The grant application will be completed in-house by City Staff. Should the city be awarded funding, we would prepare the landscape plan in-house and submit to GDOT for approval, and to obtain appropriate encroachment permits

Consider Resolution for GATEway grant application

February 14, 2014

Page 2

prior to bidding out the project for installation and maintenance. The city would be required to enter into a Mowing and Maintenance Agreement and be responsible for maintenance of the plant material once the two-year maintenance warranty is complete.

Budget impact:

There are no matching funds required for this grant program. Maintenance of the landscaping would be incorporated into the landscape maintenance contract for city rights-of-way.

Attachment

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY
AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT A GATEway GRANT.
UPON AWARD OF THE GRANT, THE CITY OF PEACHTREE CITY SHALL ENTER
INTO A MOWING AND MAINTENANCE AGREEMENT WITH THE
GEORGIA DEPARTMENT OF TRANSPORTATION.**

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the Mayor and City Council of the City of Peachtree City beautify and improve various rights of way by landscaping within the rights of way of HWY 54 and HWY 74 within the city limits of the City of Peachtree City; and

WHEREAS, the Mayor and City Council of the City of Peachtree City wish to authorize the City Manager to apply for a GATEway Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement between the City of Peachtree City and the Georgia Department of Transportation.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peachtree City:

SECTION 1. The Mayor and City Council of the City of Peachtree City do hereby authorize the City Manager to apply for a GATEway Grant from the Georgia Department of Transportation. Upon award of the grant, the City of Peachtree City shall enter into a Mowing and Maintenance Agreement between the City of Peachtree City and the Georgia Department of Transportation.

SECTION 2. The City Clerk of the City of Peachtree City is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the Mayor and City Council.

Approved and adopted this 20th day of February 2014.

ATTEST:

City Clerk

(City Seal)

Mayor

APPROVED AS TO FORM:

City Attorney

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: February 14, 2014
SUBJECT: Consider Amendment to Ethics Ordinance
February 20, 2014, City Council Agenda

RECOMMENDATION:

That Council adopt the attached amendment to Peachtree City's Code of Ethics.

DISCUSSION:

Peachtree City adopted a Code of Ethics in 2000 as a means to ensure that elected officials and employees did not receive undue benefit from their employment by or service with the City of Peachtree City. The ordinance also established a Board of Ethics, the Mayor and Council each selecting two members, to hear and decide upon any ethics complaints filed with the City.

Following two such complaints in the early 2000s, the complaint and hearing process was amended to reflect the challenges the board encountered administering the ordinance. The process was again tested in 2012 with a potential ethics complaint, which revealed that local political involvement could lead to allegations of prejudice in deciding claims against an elected official.

Recently, the newly-established City of Johns Creek has adopted a Code of Ethics that takes a different approach, creating a Hearing Officer for ethics complaints in lieu of the appointed Board. The City Attorney has worked with individual members of Council and staff to adapt this ordinance to Peachtree City.

In the attached ordinance, the Hearing Officer would be an attorney with at least five years' experience whose law practice and personal residence are not within 10 miles of the city. The Hearing Officer would determine if complaints are founded and require a hearing, hold the hearing, and make recommendations to Council.

The Mayor and City Council (minus the accused if it is an elected official) would then (1) accept the findings and recommendations of the Hearing Officer, including disciplinary action; (2) accept the findings but reject the disciplinary action, instead instilling its own discipline; or, (3) by a supermajority, reject the findings and recommendations of the hearing officer in favor of either dismissal or conducting its own hearing.

The proposed amendment retains the ability for the community to hold local elected and appointed officials and staff accountable, while removing any potential claims of political bias in the process.

BUDGETARY IMPACT:

This item should have no budgetary impact.

AN ORDINANCE AMEND ARTICLE III OF CHAPTER 34 OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED, SO AS TO ESTABLISH A CODE OF ETHICS; TO PROVIDE DEFINITIONS; TO ESTABLISH PROHIBITIONS; TO PROVIDE FOR THE RECEIPT OF COMPLAINTS; TO PROVIDE FOR THE APPOINTMENT OF A HEARING OFFICER, SERVICE OF COMPLAINT, AND BURDEN OF PROOF; TO ESTABLISH HEARING PROCEDURES; TO PROVIDE FOR A REPORT TO MAYOR AND COUNCIL; TO ESTABLISH THE OF APPEAL; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of same:

Section 1. That Chapter 62, Personnel, Article III, Code of Ethics, of the Peachtree City Code of Ordinances, as amended, is hereby further amended by repealing Sections 62-71 through 62-95 (inclusive) and replacing with a new Code of Ethics, Sections 62-71 through 62-77 to read and to be codified as follows:

Sec. 62-71. - Definitions.

Appointee shall be any person appointed to a city board, committee or commission by the city council or mayor.

City councilmember shall be any person who is a city councilmember, including the mayor of the city.

City staff shall be any person who is a full-time or part-time employee or volunteer of the city, as well as any full-time or part-time employee of any independent contractor contracted to perform specific duties for, and on behalf of, the city.

Family member means the spouse, mother, father, brother, sister, son or daughter of a city councilmember or an appointee or the mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law of a city councilmember or an appointee.

Financial interest means all direct ownership interests of the total assets or capital stock of a business entity where such ownership interest is ten percent or more.

Government or city shall be construed to mean the City of Peachtree City, Georgia, government.

Member shall include any member of the City Council, City Staff, and any Appointee.

Substantial interest means the following:

- (1) Funds received by the member from the other person or entity during the previous 12 months either equal or exceed:

- a. \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services; or
 - b. Ten percent of the recipient's gross income during that period, whichever is less; or
- (2) The member is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

Sec. 62-72. - Prohibitions.

All members shall meet the following standards:

- (a) *Compliance with the law.* Members shall comply with all laws of the United States, the State of Georgia, and the city in the performance of their public duties. These laws include, but are not limited to: the United States and Georgia constitutions; laws pertaining to conflicts of interest, elections, campaigns, financial disclosures, employer responsibilities, and open processes of government; and city ordinances and written policies.
- (b) *Policy role of members.* Members shall respect and adhere to the structure of government of the city as outlined in the city's charter and policies and procedures. In this structure, the city council determines the policies of the city with the advice, information and analysis provided by the public, boards, committees, commissions, and city staff. Members shall not direct the activities of city staff, interfere with the day-to-day administrative functions of the city or the professional duties of the city staff, nor impair the ability of city staff to implement city council policy decisions.
- (c) *Independence of boards, committees and commissions.* Because of the value of the independent advice of boards, committees and commissions to the public decision-making process, city councilmembers shall refrain from using their position to influence unduly the deliberations or outcomes of board, committee and commission proceedings of which they are not members. Members shall also refrain from appearing or speaking on behalf of themselves or third parties in front of any board, committee or commission of the city; however, this prohibition shall not prevent:
 - (1) A councilmember from appearing or speaking on behalf of the city in front of an independent authority or commission of the city created by the general assembly as its own political subdivision;
 - (2) Members from speaking on behalf of the city board, committee, commission or council on which they serve when such city board, committee, commission or council has expressly authorized and appointed such member to speak on its behalf; or
 - (3) A member from serving on more than one board, committee or commission of the city.
- (d) *Acceptance of gifts, benefits or remuneration.*
 - (1) Members shall not solicit or accept directly or indirectly anything of value from any person, corporation, or group which:

- a. Has, or is seeking to obtain, contractual or other business or financial relationships with the city, unless: a member's contractual relationship with such person, corporation, or group existed prior to the city's contractual relationship or prior to the member's election or appointment to office; the member, if in office at the time the contractual, business or financial relationship came before the city for consideration, disclosed such relationship or, if not in office at such time, has immediately disclosed the relationship to the city after being elected or appointed to office and becoming aware of the city's relationship with such person, corporation or group; the member abstained from discussion of the city's consideration of entering a contract with such person, corporation, or group or competing vendor; the member abstained from voting on any matter related to the relationship between such person, corporation, or group or the subject contract or services; and the member did not make personal use of any official non-public information, as prohibited by subsection (k) hereof;
 - b. In exchange for the thing of value, seeks to have a member exercise a matter of discretion in his or her favor; or
 - c. In exchange for the thing of value, seeks to have interests which may be affected by the performance or nonperformance of the official duty of the member.
- (2) Members shall not directly or indirectly request, exact, receive, or agree to receive a gift, loan, favor, promise, benefit or thing of value for him/herself or another person if:
- a. It could reasonably be considered to influence the member in the future, and the member is involved in any official act or action which results in a pecuniary benefit for the donor or lender which is not available to the public at large; or
 - b. It could reasonably be considered to influence, benefit or reward the member, and the member recently has been, or is now or within six months in the future, involved in any official act or action which results in a pecuniary benefit for the donor or lender which is not available to the public at large.
- (3) The above prohibitions shall not apply in the case of:
- a. Occasional nonpecuniary gift of insignificant trinkets or gifts such as a calendar, memento or pen received in the normal course of business with a value of less than \$100.00 and admission to and or consumption of food and beverages at a breakfast, lunch, dinner, function or event;
 - b. Award publicly presented in recognition of public service;
 - c. Transaction authorized by and performed in accordance with O.C.G.A. § 16-10-6 as now or hereafter amended;
 - d. A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the

laws of Georgia to engage in the making of such loan or financial transaction; or

e. Campaign contributions made and reported in accordance with Georgia laws;

f. Any gift, loan, favor, promise or thing of value from a family member.

(e) *Conflict of interest.*

- (1) A member may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the member has a substantial interest.
- (2) A member who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.
- (3) Where the interest of a member in the subject matter of a vote or decision is remote or incidental, the member may participate in the vote or decision and need not disclose the interest.

(f) *Use of public property.* A member shall not use city property of any kind for other than officially approved activities, nor shall he or she direct city staff to use such property for these purposes.

(g) *Coercion by members.* A member shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to him or her or a family member, or those with whom a member has a financial interest.

(h) *Voting in matters of personal interest.* A member shall not vote on an ordinance or amendment for a specific item in a city council meeting that would directly affect his or her private business. Provided, however, that in the event of an ordinance of general application or a matter of city-wide application, or in the event such vote would be proper under the city charter, Such member shall disclose such interest and, following such disclosure, shall be allowed to vote on such matter and such vote shall not constitute a violation of these rules and shall not be the subject matter of an ethics complaint hereunder.

(i) *Unauthorized use of city staff.* A member shall not use his or her superior position to unduly pressure or request or otherwise require a member of the city staff to:

- (1) Do clerical work on behalf of a family member, business, social, church or fraternal interests;
- (2) Purchase goods and services to be used for personal, business or political purposes; or
- (3) Work for him or her personally without offering him or her just compensation.

- (j) *Restrictions on contracts with former members.* The city shall not enter into any contract with any person or business represented by such person, who has been within the preceding 12-month period a member, unless the contract is awarded by a competitive bid or a committee selection process.
- (k) *Improper use of official non-public information.* Members shall not directly or indirectly make use of, or permit others to make use of, official information, which at the time of its disclosure is not subject to being made available to the general public, for the purpose of furthering a private interest regardless of whether the private interest belongs to the member or a third party.
- (l) *Unauthorized attempts to bind the city.* Members shall not order any goods and services for the city without prior official authorization for such an expenditure, nor shall members attempt to obligate the city nor give the impression of obligating the city without proper prior authorization to purchase or otherwise be liable for any goods, services or property.
- (m) *Improper influence in city judicial matters.* No member shall attempt to unduly influence the outcome of a case before the city municipal court nor shall any member engage in ex parte communication with a city municipal court judge on any matter pending before the city municipal court.
- (n) *Retaliatory action against city employees.* No member shall attempt to influence or take any adverse employment action against a city employee due to such city employee's provision of truthful information about such member or any other member, including any information that forms a part of a complaint or answer submitted under this code of ethics or which is provided pursuant to an investigation or hearing conducted in accordance with this code of ethics.

Sec. 62-73. - Receipt of complaints.

- (a) All complaints against members shall be filed with the city clerk, provided, however, to discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a member, whether currently serving as a member or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period. Properly filed complaints will be accepted and processed after the election results have been certified.
- (b) No action may be taken on any complaint which is filed later than one year after a violation of this code of ethics is alleged to have occurred, and a complaint alleging a violation must be filed within six months from the date the complainant knew or should have known of the action alleged to be a violation; such limitation periods to be measured from the date of the last act occurring in furtherance of such violation. No proceedings under this article shall be instituted or prosecuted after the earlier of:
 - (1) The expiration of the term of office of the person complained against; or
 - (2) The resignation, death, vacancy, disqualification or withdrawal from office of the person against whom a complaint is filed.
- (c) No action may be taken on any complaint which arises out of substantially the same facts or circumstance which have previously served as the basis for a complaint pursuant to this article.

- (d) A separate complaint shall be filed for each person alleged to have engaged in any activity violating this article even if the allegations arise from the same factual basis. Each complaint shall state:
- (1) A separate count for each alleged violation;
 - (2) The specific section of state law, the city charter, or this ethics article alleged to be violated for each count;
 - (3) With specificity, the facts which are alleged to constitute the violation; and
 - (4) The documentary evidence which the charging party possesses. Copies of said documentary evidence shall be attached to the complaint as exhibits.
- (e) All complaints shall contain an oath that the facts set forth therein are true and correct to the best of the complainant's knowledge in substantially the following form:

"STATE OF GEORGIA
COUNTY OF FAYETTE
AFFIDAVIT

Personally appeared before the undersigned officer duly authorized to administer oaths, (Name of person filing complaint), who on oath deposes that the statements in the foregoing Complaint are true and correct to the best of his/her knowledge and belief. The affiant further acknowledges that false statements made in this application may result in a prosecution against them for false swearing, a felony under O.C.G.A. 16-10-71.

(Signature of person filing complaint)

Sworn to and subscribed
before me this ____ day of _____, 20____.

Notary Public"

- (f) Upon receipt of a complaint, the city clerk will deliver a copy of the complaint to the city manager.

Sec. 62-74. - Appointment of hearing officer, service of complaint, burden of proof.

- (a) All complaints filed hereunder shall be heard before a hearing officer who:
- (1) Shall be a competent attorney at law of good standing in his or her profession,
 - (2) Shall have at least five years' experience in the practice of law, and
 - (3) Shall not maintain an office or his or her residence within a ten-mile radius of the city.

The city clerk shall maintain a listing of no less than five qualified attorneys to serve as a hearing officer pursuant to this section. Upon receipt of a properly verified complaint, the city clerk shall draw names randomly from the listing of qualified hearing officers and appoint the first one who is available to serve in the matter. Once a hearing officer is appointed, no member shall communicate with or otherwise contact the hearing officer, except as authorized herein, unless such member is the complainant or the member charged in the complaint; however, no party to a complaint shall engage in ex parte communications with the hearing officer.

- (b) Original pleadings shall be filed with the city clerk and the city clerk shall cause the complaint to be served on the member charged as soon as practicable but in no event later than seven calendar days after receipt of a verified complaint. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery.
- (c) In all proceedings under this section, the burden of proof shall be on the complaining party. Further, the quantum of proof required to establish a violation under this article shall be clear and convincing evidence.

Sec. 62-75. - Hearing.

- (a) The member charged in the complaint shall have 15 days to file an answer to the complaint provided; however, the member charged shall have no obligation to file an answer to any complaint.
- (b) Upon the expiration of the 15-day answer period, the hearing officer shall review the complaint and answer, if any, to determine:
 - (1) Whether the complaint is in conformity of the requirements of Section 62-73 above;
 - (2) Whether upon consideration of the complaint and answer, the complaint is unjustified, frivolous, patently unfounded; or
 - (3) Whether upon consideration of the complaint and answer, the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this article.
- (c) If the complaint fails based upon the requirements of the foregoing subsection (b), the complaint shall be dismissed stating the basis for said dismissal. If the dismissal is based upon the failure to comply with subsections 62-73 (d) or (e), the complaining party shall have 15 days to refile the complaint correcting the defect. If the corrected complaint is not filed within said 15-day period, the provisions of subsection 62-73 (c) shall apply to the complaint. If the complaint otherwise fails, the provisions of subsection 62-73(c) shall apply to the complaint.
- (d) Upon a determination that the complaint should not be dismissed pursuant to the foregoing subsection (c), the hearing officer shall be empowered to collect evidence and information concerning any complaint and to add the findings and results of its investigations to the file containing such complaint. In furtherance of this investigation, the hearing officer may:

- (1) First, seek such further information from the complainant or the member charged through inquiry or written questions, provided, however the member charged shall have no obligation to answer any inquiries; and make a further determination as to whether the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this article in accordance with subsection (b) above. If it is determined that the complaint should not be dismissed pursuant to this subsection, then the provisions of subsection (d)(2) below shall apply; or
- (2) Conduct a hearing in accordance with the administrative hearing procedures, as adopted by resolution by council, regarding the allegations set forth in the complaint. At any hearing, the member who is the subject of inquiry shall have the right:
 - a. To representation by counsel at all stages of these proceedings, subject to the terms of the City's annual indemnification resolution;
 - b. To written notice of the hearing at least ten calendar days before the first hearing;
 - c. To hear and examine the evidence and witnesses;
 - d. To not testify; and
 - e. To submit evidence and call witnesses to oppose or mitigate the allegations. In all hearings held under this section, the rules of evidence applicable in civil cases shall apply.
- (e) All investigations under this section shall be completed within 45 days of the filing of the complaint. Should the investigation not be completed in said period, the complaint will be deemed dismissed as a failure to state facts sufficient to invoke the disciplinary jurisdiction of the city council. Within seven days of the completion of the investigation, the hearing officer shall:
 - (1) Dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded, or that it fails to state facts sufficient to invoke the disciplinary jurisdiction of the city council; or
 - (2) Prepare a report of findings and recommendations to the mayor and city council.
 - (3) Should the hearing officer determine to submit a report in the matter, the report shall consist of:
 - a. A written finding of facts;
 - b. A determination that the complaint establishes beyond a reasonable doubt that a violation has been committed, and if so, the specific violation and evidence supporting the same; and
 - c. A recommendation regarding the punishment for such violation.
 - (4) Any person violating any provision of this article is subject to:
 - a. Public or private reprimand or censure by the city council.
 - b. Request for resignation by the city council.
 - c. Removal from office in accordance with all applicable state and local laws.

- (5) The hearing officer's written determination of findings and recommendations shall be delivered to the city clerk who shall provide a copy to the city manager and the mayor and council and serve a copy on the complainant and member charged by personal service, by certified mail, return receipt requested or by statutory overnight delivery. Such findings shall not be final until approved by vote of the city council, as provided in 62-75.

Sec. 62-76. - Report to mayor and council.

- (a) Upon receipt of findings and recommendations from the hearing officer, the mayor and council may:
 - (1) By simple majority accept the findings and recommendations of the hearing officer.
 - (2) By simple majority accept the findings of fact and reject the recommended discipline, instead substituting its own discipline.
 - (3) By a supermajority consisting of a majority of those present forming a quorum, plus one, reject the findings and recommendations and either:
 - a. Dismiss the complaint; or
 - b. Conduct its own hearing in accordance with 62-75 hereof. Upon the completion of such hearing, the findings and recommendations of the mayor and council shall be binding.
- (b) If the subject of the complaint is the mayor or any city councilmember, he or she will not be allowed to vote pursuant to this section or participate in any hearing held pursuant to this section other than as set forth and allowable by the member charged, nor shall such position be counted for the purposes of establishing a quorum.
- (c) Upon a final judgment and certification of the minutes of the meeting disposing of the matter, the city clerk shall serve the respondent with a copy of the certified minutes and findings and recommendations by personal service, certified mail (return receipt requested) or by Federal Express or other overnight delivery service.

Sec. 62-77. - Right to appeal.

- (a) Any member or complainant adversely affected by the findings or recommendations of the city council may obtain judicial review of such decision as provided in this section.
- (b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the Fayette County superior court within 30 days after the final action on a complaint pursuant to this article. The filing of such application shall act as supersedeas.

Section 2. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

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

Section 4. This ordinance shall be in full force and effect upon its adoption.

Done, Ratified, and passed this ____ day of _____, 2014.

Mayor

Attest

City Clerk

City Council

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Public Information Officer/City Clerk 

DATE: February 14, 2014

SUBJECT: Consider Ordinance – Utility Marking / "White Lining"
February 20, 2014, City Council Agenda

RECOMMENDATION:

That Council adopt the attached Ordinance regarding Utility Marking or "White Lining."

DISCUSSION:

On January 23, the Fayette County Board of Commissioners unanimously adopted a "White Lining" ordinance related to the marking of utilities prior to excavation. Subsequently, the County requested that all the municipalities adopt the same standards to make white-lining a universal practice county-wide (memo attached).

As noted, "white lining" involves an excavator using white paint to indicate the route or area that is going to be excavated so that utility locators know exactly how much marking is required and where, ultimately helping to prevent damage from excavations.

Staff has found a location most appropriate for the ordinance, and the City Attorney has reviewed the proposed language.

BUDGETARY IMPACT:

This item should have no budgetary impact.



Fayette
COUNTY

140 STONEWALL AVENUE WEST, STE 100
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5200
www.fayettecountyga.gov

"WHERE QUALITY
IS A LIFESTYLE"

MEMO

Date: January 31, 2014

From: Floyd Jones, County Clerk, Fayette County

To: Anne Barksdale, Fayetteville City Clerk
Betsy Tyler, Peachtree City Clerk
Dee Baker, Tyrone Town Clerk
Kimberly Morris, Brooks Town Clerk
Gary Laggis, Mayor of Woolsey

SUBJECT: Fayette County requests Fayette Municipalities to adopt a "White Lining" Ordinance

On January 23, 2014, the Fayette County Board of Commissioners unanimously adopted Ordinance 2014-02, referred to as the "White Lining Ordinance".

White Lining is a practice that has been widely used in the United States where the National Transportation Board concluded that pre-marking is a practice that helps prevent excavation damage. The procedure involves an excavator using white paint to indicate the route or area that is going to be excavated, such that the locator then knows exactly how much marking is required and where. Essentially, the practice reduces confusion about what utilities need to be marked or not marked.

Prior to Fayette County's adoption of Ordinance 2014-02, staff spent a large amount of time trying to determine what needed to be located, per ticket, for underground utilities. As an example, a sign contractor could call in multiple locate requests at intersections, but instead of the sign contractor "white lining" the proposed area, county staff was required to locate underground utilities for each intersection for a distance of 200-feet in each direction. This practice limited staff's productivity in both time and resources since staff was working on locating underground utilities that are not necessarily required for the proposed task.

Fayette County requests each municipality to adopt a "White Lining" Ordinance in an effort to make White Lining a universal practice throughout the County.

A copy of Ordinance 2014-02 accompanies this memo for your use.

AN ORDINANCE TO AMEND ARTICLE VII, DIVISION 1, OF THE PEACHTREE CITY LAND DEVELOPMENT ORDINANCE, AS AMENDED, TO ESTABLISH MARKING STANDARDS FOR UNDERGROUND UTILITIES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that

Section 1. A new Section 707.1 Marking Standards for Underground Utilities is hereby created and adopted as follows:

Section 707.1. Marking Standards for Underground Utilities.

I. Definitions

The following words are to be understood consistent with the definitions contained herein as applicable to this Article.

(a) "Emergency" means a sudden or unforeseen occurrence involving a clear and imminent danger to life, health, or property; the interruption of utility services; or repairs to transportation facilities that require immediate action.

(b) "Extraordinary circumstances" means circumstances other than normal operating conditions which exist and make it impractical or impossible for a facility owner or operator to comply with the provisions of this Article. Such extraordinary circumstances may include, but shall not be limited to, hurricanes, tornadoes, floods, ice and snow, and acts of God.

II. White Lining

(a) **Background.** White lining is a practice that has been widely used in the United States where the National Transportation Board concluded that pre-marking is a practice that helps prevent excavation damage. The procedure simply involves an excavator using white paint to indicate the route or area that is going to be excavated, such that the locator then knows exactly how much marking is required and where. White lining reduces confusion about what utilities need to be marked or not marked.

(b) **Purpose.** The purpose of white lining is to allow everyone involved with the dig site to know the exact location of the proposed excavation. White lining the excavation site is an excellent way to assist the utilities or utility locators in marking lines in the work area right the first time and in less time. This technique eliminates speculation by the locator about where the excavation will take place and will often enable the utility or its agent to locate faster and more accurately. In short, pre-marking the area and the extent of the intended excavation can reduce delays and the time it takes to perform the locate.

(c) **Examples; timing.** Examples of areas to be white lined are smaller (involving only a portion of a particular address) or linear excavations such as telecommunication drops and

lines, service lines (such as for water, gas, electricity and sewer), utility pits, cuts and repairs, curb repairs, bore holes, directional boring pathways, pole and signage placements, etc. Such examples are merely explanatory of the type of excavation where white lining is appropriate and are not meant to be exclusive. White lining shall be completed prior to contacting GA811 to obtain a locate request ticket number. Electronic/virtual white lining is not an acceptable or recognized method.

(d) Exceptions to White Lining. Exceptions are allowed as follows:

(1) Unless one or more utility facilities are damaged 5 times or more collectively by a contractor making the locate request within a 90-day contract period, white lining will not be required for any large project so designated in accordance with GPSC Rule 515-9-4-.13 (a copy of GPSC Rule 515-9-4-.13 currently in effect is attached as Exhibit "A" and by this reference is incorporated herein). A large project ticket holder whose past prohibits it from being exempt, as stated above, will be subject to no more than a two day shutdown period and shall be required to white line the remainder of the project to meet the Large Project Marking Facility Locating Agreement Schedule that the ticket holder and utility originally agreed upon;

(2) Homeowners/occupants involved in excavation or land disturbance that is confined to a single address or parcel. Homeowners/occupants shall not submit locate requests for excavation or land disturbance that will be performed by a business, a contractor, or a utility. Businesses, contractors, and utilities are not exempt from white lining;

(3) "Emergencies" and "extraordinary circumstances" as such terms are defined herein, are statutory exceptions to the requirement for obtaining a locate ticket prior to commencing mechanized excavation and, hence, also exceptions to the requirement for white lining under this section. However, if a particular emergency notification is later determined not to have been an emergency or an extraordinary circumstance, then the excavator's failure to procure a locate ticket before excavating will be treated as a violation of this section. Also, pre-excavation emergency locate ticket requests (that is, a request for a locate ticket on an expedited basis sooner than the prescribed time limit) will not be an exception to white lining as required in this section;

(4) Residential telecommunication service drop lines that can be delineated by the route of the existing line on the ground for single residential address/parcel requests only; and

(5) Termite baiting systems.

(e) White Lining Symbols as Directions to Locator. White lining proposed dig sites that will follow a single path or trench shall be marked using white lines and/or arrows and shall be located for twenty (20) feet on either side of the white line and for twenty (20) feet outward beyond the designated "START" and "END" of such linear white line. Therefore, it is important to identify the starting and ending points.

START ← ○ ○ ○ ○ → END

(f) Identification of White Lining Excavator. In order to enable the locating utility or its locators to quickly identify the requested locate at the job site and expedite the locating

process, such excavator when white lining shall identify himself or itself by labeling the white line area with the excavator's name or the applicable locate ticket number or both.

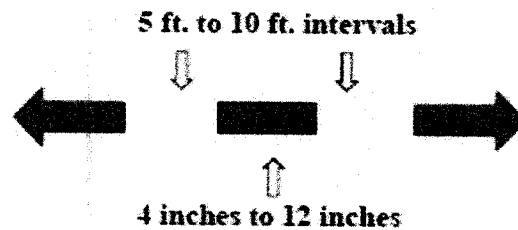
III) Facility Marking by or for Utilities

(a) **Utility Markings.** Facility owners or their locate contractors shall indicate utility facilities by placing their UPC alpha code, along with the type material (if known) that the facility consists of, at the beginning and end of locates. Also, arrows should be placed at the ends of markings to indicate that the underground facility continues. In accomplishing the locate task, the line locator shall use industry-approved and generally accepted methods of locating. The tolerance zone shall be 24" measured horizontally from the outer edge of either side of such marked utility facilities.

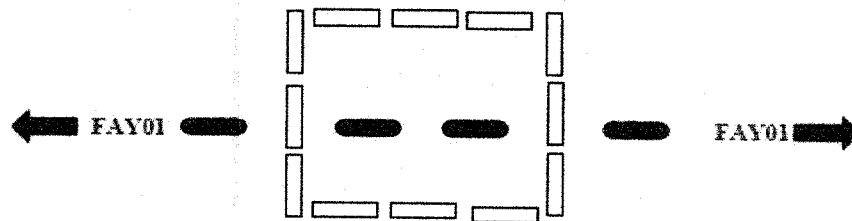
(1) To avoid confusion on long runs, the marks shall be frequent enough to identify the owner.

(2) The marks shall indicate the approximate center-line of the underground lines. For example, the middle of the cable, line or pipe shall be at the center of the dashed marks.

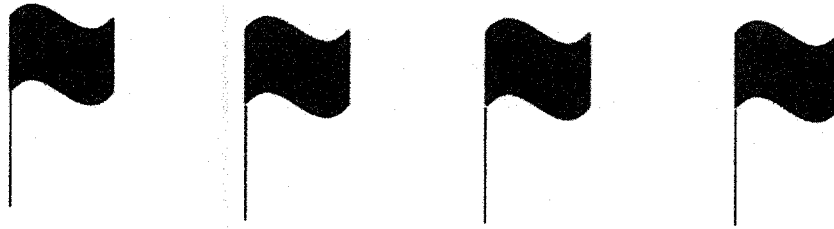
(3) Location marks shall be 4 to 12 inches in length and at intervals of 5 to 10 feet.



(4) The line locator (person marking the lines) shall extend marks outside the proposed work area by 20 to 30 feet if those facilities extend outside the proposed excavation area.



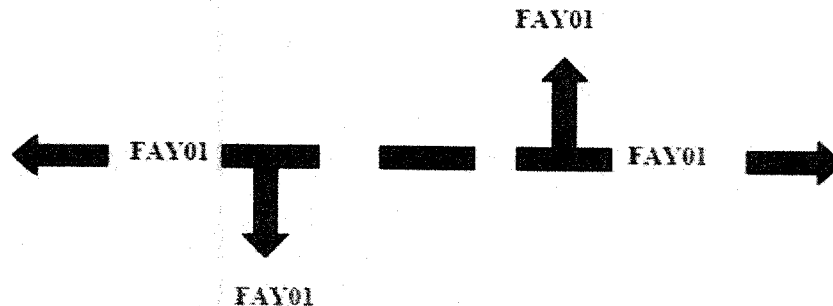
(5) In areas such as flower beds, rock gardens, etc., flags or stakes may be an alternative to paint. The decision to use flags, paint, or stakes shall be based on the terrain and job conditions. For instance, flags or stakes in wet areas, offsets in dirt construction zones that have a high volume of traffic crossing their line location marks.



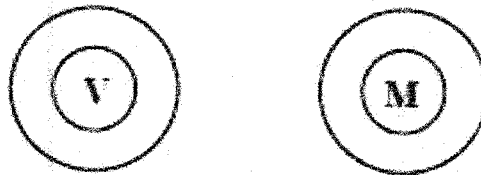
- (6) Dead ends, stub-outs, termination points, etc., shall be marked as follows:



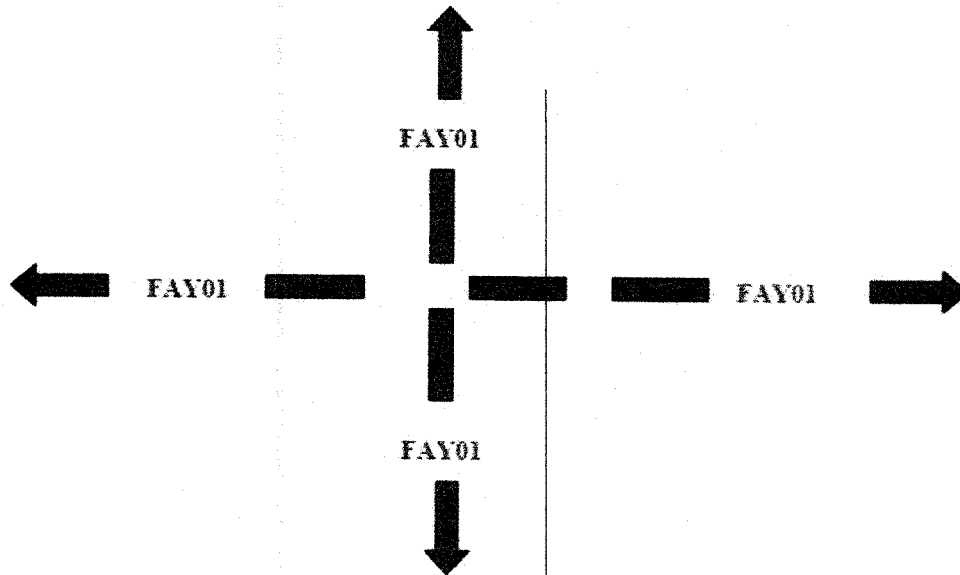
- (7) Lines that have connections (e.g., T's or Y's) or changes in directions shall be clearly indicated. Marks indicating lines or connections shall clearly show the intersection and path of the line or connection. Marks that show changes in direction shall be placed closer together for more clarity and accuracy.



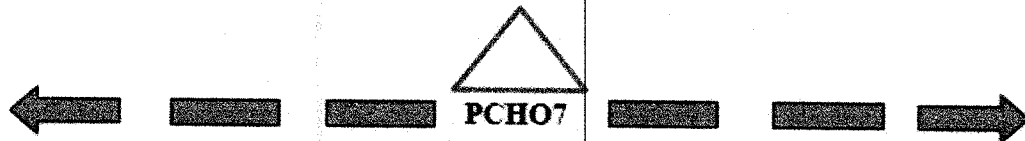
- (8) Manholes and valves shall be identified by using a circle and letters if they are not visible (dirt covering valve boxes or pavement covering manhole cover).



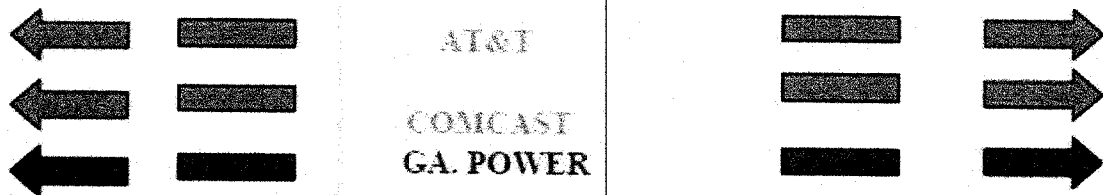
- (9) Facilities that cross but do not intersect shall be marked as described to indicate such installation manner.



(10) Unlocateable sewer laterals shall be marked by placing a green triangle on the sewer main and, if the location of the tap for such unlocateable sewer lateral is known, by placing a green "T" or "Y" or other appropriate symbol at the tap pointing generally toward the address served by such unlocateable sewer lateral.

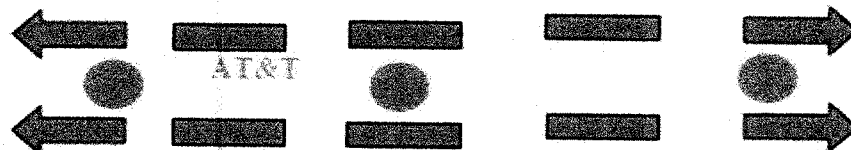


(11) When facilities share the same trench, they shall be heavily identified and separated enough so that they can be readily identified. This would apply to lines that share the same color code. For example, cable television and telephone lines:

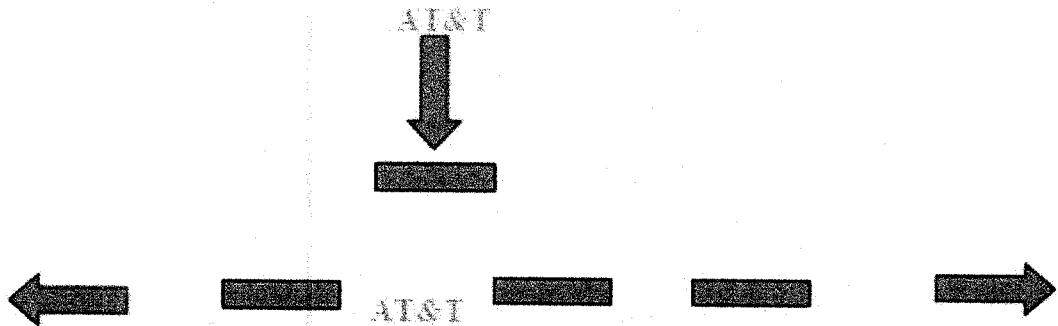


(12) If the facility to be marked has a diameter greater than 12", the size of the facility shall be indicated if known. If the size is not known, then the mark shall indicate greater than 12 inches.

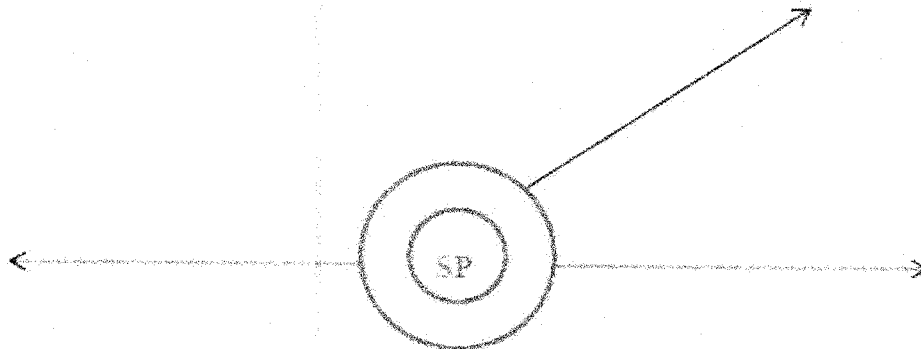
(13) Duct structures shall be marked by using a dot with parallel boundary on each side of the dot.



(14) In areas where there is a strong likelihood that any or all marker types showing line location would be destroyed, offsets shall be placed on a permanent surface. However, offsets should be used only in conjunction with marks placed above a facility. Offset spacing should be every third or fourth mark. For example, the following mark would indicate the line is 16 feet from the end of the arrow.



(15) In areas where cables are spliced, the facilities should be located individually as far as possible on both sides of the splice. When the signal is distorted due to the near proximity to the splice a circle with "SP" should indicate the area of distortion or "splice pit".



Authority: O.C.G.A. §§ 25-9-3, 25-9-6, 25-9-7 (a) (2), 25-9-12, 25-9-13 (f), 46-2-20 (i) and 46-2-30 and GPSC Utility Rule 515-9-1-.01.

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

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically

declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

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

This _____ day of _____ 2014.

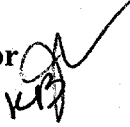
Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Community Services Director 
Financial Services Director 

FROM: Recreation & Special Events Administrator 

DATE: February 13, 2014

SUBJECT: Bid – Picnic Park Playground Resurfacing
February 20, 2014, City Council Meeting

Recommendation:

Council awards the bid for Picnic Park Playground Resurfacing to Bliss Products and Services, Inc. in the amount of \$63,658.00, to be taken from FUND 380 Facilities Authority Bond.

Discussion:

Staff bid the resurfacing of the All Children's Playground at Picnic Park on January 10th, and held a mandatory pre-bid meeting January 22nd with three firms attending. Three firms ultimately submitted proposals for the project, as follows:

<u>VENDOR</u>	<u>COST</u>
Bliss Products and Services, Inc.	\$63,658.00
Game Time/ Dominica.	\$64,592.00
Shaw Sports Turf	\$69,110.86

Bliss Products and Services, Inc. was the low bidder and their proposal is attached. They have performed similar services for other Municipalities and their references have been checked.

Budget Impact:

This is an approved project on the Facilities Authority Bond list and will reduce the Facilities Authority Bond Fund 380 by \$63,658.00

**SECTION 00300
CITY OF PEACHTREE CITY
BID/TENDER FORM**

Owner: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Bidder's Name and Address:
Bliss Products and Services, Inc.
6831 S. Sweetwater Road
Lithia Springs, GA 30122

Due Date: 02-06-2014

Ladies and Gentlemen:

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the construction project known as:

PICNIC PARK PLAYGROUND RESURFACING BID

Including Addenda, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the places where the work is to be completed, and having fully inspected the site and all particulars, hereby proposes and **agrees to fully perform the work within** 15 days calendar days and in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for:

\$ 63,658.00 hereinafter referred to as the Lump Sum Bid

This is a lump sum bid.

30 days From notification of award, number of days for materials to be delivered to job site

2. The undersigned has checked all of the above figures, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.
3. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.
4. The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the Bid's conditions and provisions thereof.
5. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this bid or the Contract that any be entered into as a result of this Bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.
6. It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.
7. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.
8. The Owner will not be bound to enter into a Construction Agreement with the low bidder unless a mutually acceptable construction cost is reached.
9. The undersigned agrees to commence actual physical work on the site with adequate force and equipment within ten (10) days of the date to be specified in a written order of the Owner and to complete fully all work in consecutive calendar days from the included said date.

10. For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

11. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this bid, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notices of Award of this bid.

13. The names of all persons interested in the foregoing bid as principals are listed below:

(IMPORTANT NOTICE: If bidder is a corporation, give legal name of the corporation, state where incorporated and the name of its president and secretary. If a partnership, give the name of the firm and names of all individual co-partners composing the firm. If bidder is an individual, give first and last names in full.)

Bliss Products and Services, Inc. - Incorporated in Florida
Graig Bliss - President
Graig Bliss - Secretary

14. Addendum Receipt: The receipt of the following addendum(a) to the specifications is acknowledged.

Addendum No.	dated <u>01-24-2014</u>
Addendum No.	dated _____
Addendum No.	dated _____
Addendum No.	dated _____
Addendum No.	dated _____
Addendum No.	dated _____

Payments shall be made as follows: The City shall pay said Contractor monthly, as the work progresses, the amounts earned during the preceding month less 10% of these amounts and shall pay the balance due hereunder within thirty (30) days after the work is fully completed and accepted by the Public Services Director of Peachtree City; provided, however, that final payment shall not be made until said Contractor shall submit satisfactory proof to the Public Services Director of Peachtree City that all just claims for labor, materials, skills, tools and equipment incident to said work have been fully paid by said Contractor, and that said Contractor has settled and satisfied every lawful claim for damages against the Contractor incident to said work.

If the Contractor is behind schedule as determined by the required estimated Progress Schedule, then the City may, at its option, withhold, in addition to the ten percent (10%) prescribed above, a percentage of the monthly payment equal to the percent the Contractor is behind schedule, but not to exceed a total withholding of fifty percent (50%).

The Contractor agrees to warrant and guarantee said application against all defects for a period of ten (10) years after their completion.

The Contractor shall, without expense to the City, provide: Workmen's Compensation Insurance and Comprehensive Liability Insurance covering all operations and automobiles as required by terms of the Invitation to Bid and/or specifications.

The Contractor shall defend, exonerate, indemnify and save harmless the City from and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property, which damage or injury is alleged to be caused by, or sustained in connection with, the performance of the contract work. The Contractor shall pay, without cost to the City, for the defense of any and all claims, litigation and actions, suffered through any act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by or under the supervision of the Contractor or Subcontractor.

This Contract, executed in triplicate, constitutes the entire agreement between the parties, and no part of this Contract shall be assigned, sold or sublet by the Contractor without the prior written approval of the City.

RESPECTFULLY SUBMITTED:

Date of Bid February 6, 2014

Firm Name Bliss Products and Services, Inc.

Business Address 6831 S. Sweetwater Road; Lithia Springs, GA 30122

Submitted by Gregg Bliss

Telephone 1-800-248-2547 Fax 1-866-920-1915

Email info@blissproducts.com

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James Pennington, City Manager 
Paul Salvatore, Financial Services Director
Kelly Bush, Assistant Financial Services Director 
Angela R. Egan, Purchasing Agent

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

DATE: February 14, 2014

SUBJECT: Purchase of Variable Message Sign Trailer
City Council – February 20, 2014

Recommendation:

Staff recommends the purchase of the American Signals CMS-GP465T "Advantage Full Matrix Variable Message Sign Trailer" (VMS).

Discussion:

The addition of this VMS trailer will increase the department's ability to deploy relevant, updatable, warning messages to motorists in key areas throughout the city. This includes not only warnings about planned events that will impact traffic, but daily warnings to motorists about hazards or trends in local traffic patterns that contribute to collisions. Messages warning motorists of common contributing factors in collisions for the area they are approaching can impact their driving behavior and improve roadway safety. It can also be used to announce special events, provide detour information, or make public announcements about emergencies that may arise.

The recent snow/ice storms are a prime example where having an additional VMS would have helped advertise road closures or particularly unsafe areas to all drivers along a particular roadway. Our current Visual Message System was deployed in advance of the most treacherous area but there were several other areas that could have benefited from advanced notification. The ability to program the unit remotely would have been invaluable in maximizing the resources that are deployed in inclement weather. The purchase price for this VMS trailer is \$13,100.00. The Police Department is already in receipt of a grant that will cover \$6,500.00 of the total purchase price for these items; the remainder would be funded from State Forfeiture Funds.

In addition to the quote received from American Signal Company (AMSIG), the Department received quotes from two competitor's sign trailers, Stalker and WANCO, in the amount of \$15,775.00 and \$15,100.00, respectively. AMSIG trailers are manufactured and serviced in Atlanta.

Budget Impact:

The initial purchase would be funded \$6,500 from the Traffic Enforcement Network Grant (TEN) and \$6,600.00 from State Forfeiture Funds leaving no impact on the current budget year. Estimated expenses for repair and maintenance over the next five years would be approximately \$1,000 - \$2,500.

City Council of Peachtree City
REVISED AGENDA
February 20, 2014
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Proclamation for DeMolay Month
- IV. Public Comment**
- V. 10-Minute Talk**
Kenneth Koon, Community Resilience
- VI. Agenda Changes**
- VII. Minutes**
~~February 6, 2014, Interim Minutes~~ February 6, 2014, Regular Meeting Minutes
- VIII. Monthly Report – additional reports submitted**
- IX. Consent Agenda**
 - 1. Consider Alcohol License – NEW – Zoe's Kitchen, 2777 Highway 54 West**
 - 2. Consider Title Changes for Two Positions in Fire Department**
 - 3. Consider Bid for Court Resurfacing**
 - 4. Consider Bid for Battery Boat Dock Replacement**
 - 5. Consider Resolution Authorizing Submittal of GATEway Grant Application for SR 54/SR 74 Landscape Enhancement Project**
 - 6. Consider Board of Ethics Ordinance Revision/ Board of Ethics Selection**
 - 7. Consider Utility Marking/"White Lining" Ordinance**
 - 8. Consider Clarification of Positions Approved in Public Services Division**
 - 9. Consider Addition of Crew Leader in Buildings & Grounds & Reallocation of Expenses from Fire Department to Public Services**
 - 10. Consider Eliminating the Contracts/Outsourcing Manager Position in Public Works and Replace with Grounds Maintenance Supervisor Position in Buildings & Grounds Department within the Public Services Division Effective March 14, 2014**
 - 11. Consider Resolution of Support for HB877 Personal Transportation Vehicles**
 - 12. Consider Agreement with Fayette County Development Authority for Fayette Visioning Project**
- X. Old Agenda Items**
 - 02-14-03 Consider Signal Application for SR 54 W/ Line Creek DR Intersection**
 - 02-14-05 Consider Request to Allow Private Road Connection across City Property from The Overlook Retail Development to Planterra Way**
- XI. New Agenda Items**
 - 02-14-11 Consider Award of Contract for Playground Resurfacing**
 - 02-14-12 Consider Purchase of Variable Message Sign Trailer**
- XII. Council/Staff Topics**
Hot Topics Update
- XIII. Executive Session**

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

City Council of Peachtree City
Meeting Minutes
February 6, 2014
7:00 p.m.

The Mayor and Council of Peachtree City met on Thursday, February 6, 2014, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Other Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition

Mayor Fleisch gave a statement on how the City handled the snow and ice storm event that occurred January 27 – 29, saying the City should be proud of the way the event was handled. The Public Works crews had pretreated the City's major road and bridges, and the crews worked 12-hour shifts, spreading 270 tons of sand and salt on the roads. The Public Works, Police, and Fire Departments were in constant communication to facilitate road closures and help with emergency access to areas across the City. The Fire Department reported a below average call volume for the three days. On the first day of the storm, Tuesday, January 28, there were no calls to the Fire Department after 6:00 p.m. The Police Department deployed 20 police officers across the City on Tuesday to help citizens, and they assisted citizens on the cart path through Thursday. The Police Department provided traffic updates nearly every four hours during the event, and 12 roads in the City were deemed too slick for traffic and were closed. Fleisch thanked all the City employees for their work during the storm and for what they did every day. Fleisch said appreciative residents sent videos and photos of employees at work during the three-day weather event. She also thanked City residents for heeding the advice to stay off the roads, which allowed City employees to do the work that was needed.

10-Minute Talk

Paul Lentz, secretary of the Friends of the Library, gave the 2012 – 2013 report. Lentz said there were several categories of membership, including annual membership categories of \$100, \$500, and \$1,000. Activities over the last few years included partnering with the City for the "One Peachtree City" project, authors and book signings, Women's History Month, family holiday programs, two Terrific Turtles programs, joining with the City for astronomy programs, a science program on the atmosphere, Jim Scott and 3-D Readers, a photo contest in conjunction with a local author's book release, Great Brunswick Stew Cookoff, Facebook presence, and the annual poetry contest and workshop. Support and donations included 1,377 volunteer hours in CY 2012 and 1,441 volunteer hours in 2013, re-donating more than \$20,000 in books and DVDs, re-donating more than \$4,000 in paperbacks to Honor Racks, purchasing more than \$10,000 in books, serving as a clearinghouse for donations to purchase books, replacing batteries in older electric scooter, purchasing a stuffed dragon for children's area, purchasing a dishwasher, spending more than \$9,000 on the vacation reading programs, providing supplies for the volunteer program, providing three shelving carts. All administrative costs were paid by a private grant. Future plans included expanding the partnership with the Library for an adult summer reading program, hosting the 4th Annual Poetry Contest and Workshop, holding workshops for writers and book signings, and working with agencies to expand the use of the library spaces and facilities for education/outreach. The challenges facing the Library included funding, the cost of e-books, and technology for the reference area.

Public Comment

Bob Grove told Council it was so easy to complain, then gave kudos to the City for how it handled Snowjam (the name given the weather event the last week of January), especially Public Works and Mayor Fleisch for her efforts to keep citizens updated on road conditions.

Paul Schultz thanked Council for having a moment of silence prior to the Pledge of Allegiance rather than a prayer. A practicing Nichiren Buddhist, Schultz said the United States was a Christian majority nation, and he accepted public Christian prayer, but he had noticed more and more people were not participating. He also congratulated Council on how they were leading the City, asking them to disagree in private, encouraging smiles, handshakes, and possibly a group hug in public.

Agenda Changes

City Manager Jim Pennington noted that Consent Agenda item 2. *Consider Resolution Authorizing Submittal of GATEway Grant Application for SR 54/SR 74 Landscape Enhancement Project* had been pulled from the agenda, adding the agenda item had nothing to do with SR 54 West, but with the City sign at the intersection of SR 54/SR 74. The item was delayed as more information was needed before Council could make a decision.

Pennington continued that New Agenda item 02-14-06 *Consider Participating in Design of Multi-Use Path from Peachtree City to Senoia* had also been pulled from the agenda. The item had been discussed at the Senoia City Council a week prior to this meeting, and both mayors had decided to postpone any action until further information was gathered.

Learnard moved to move New Agenda item 02-14-10 *Consider Amendment to FY 2014 Amphitheater Budget* prior to item 02-14-01. Ernst seconded. Motion carried unanimously.

Minutes

January 16, 2014, Regular Meeting

Imker moved to approve the January 16, 2014, regular meeting minutes as written. King seconded. Motion carried unanimously.

Consent Agenda

1. Consider Stormwater Maintenance Agreement with Hearthside at PTC, L.P.

2. ~~Consider Resolution Authorizing Submittal of GATEway Grant Application for SR 54/SR 74 Landscape Enhancement Project~~

3. Consider Bid Award for TDK Bridge Repairs – Massana Construction

King moved to approve Consent Agenda items 1 and 2 as written. Imker corrected the motion to Agenda Items 1 and 3. King accepted. Ernst seconded. Motion carried unanimously.

Old Agenda Items

09-12-06 Facilities Bond Projects Status Report/Update

Pennington updated Council on the status of the Facilities Bond projects, noting that 24 of the 28 projects that had been funded were completed. Two projects remained active and in progress, two projects had been "parked" with initial funding reallocated to other projects, and two projects should be deleted from the list (Riley Field sewer upgrade and Baseball/Soccer Complex parking lots). He continued that contingency (unencumbered) funds totaled \$75,000, and staff recommended reallocating \$50,000 of those funds to begin work on the replacement of the Battery Way dock/pier. No action was required.

New Agenda Items

02-14-10 Consider Amendment to FY 2014 Amphitheater Budget

Amphitheater Manager Nancy Price said the Frederick Brown, Jr., Amphitheater would celebrate the 20th anniversary of the Concert Series this year, and a special lineup was planned that would require an increase in the Program Talent Expense, which would be offset with an increase in Summer Concert Series Revenue and Sponsorships. She requested Council approve

the budget amendment to increase the revenue and expense in the amphitheater budget by \$126,453.

Learnard moved to approve the 2014 Amphitheater budget amendment as presented. King seconded. Motion carried unanimously.

02-14-01 Consider Amendment to Fire Protection and Prevention Ordinance

Fire Marshal Dave Williamson addressed Council, noting the ordinance was being updated to reflect the latest adoptions by the state of the 2012 International Fire and NFPA 101 Life Safety Codes as modified by the Georgia State Fire Marshal's Office, as well as some housekeeping items in the ordinance.

King moved to approve the amendment to the Fire Protection and Prevention Ordinance, agenda item 02-14-01. Ernst seconded. Motion carried unanimously.

02-14-02 Consider Amendments to Landscape Plan Procedures for Retail, Commercial and Industrial Properties Ordinance

Planning & Zoning Administrator David Rast said staff and the Planning Commission had been working on the ordinance for several months. It was essentially the same, but there had been some reformatting and housekeeping items that would be addressed by repealing the entire ordinance and adopting the newer version. The significant changes included how tree replacement requirements were calculated, and the adoption of the national standards set by the American National Standards Institute, Inc., for plant selection, plant maintenance, and warranties for retail, commercial, and industrial properties.

Imker moved to amend the Landscape Plan Procedures for Retail, Commercial and Industrial Properties Ordinance as presented. Learnard seconded. Motion carried unanimously.

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

02-14-04 Consider Initiating Abandonment Process for Roads and Right-of-Way of Line Creek DR and Line Creek CT

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

Jim Lowe of Trinity Development Group addressed Council, saying there were individual top quality tenants lined up for every larger space in the proposal. However, Lowe said he was not prepared to announce the tenants at the meeting. Lowe briefly went over the history of the proposed traffic signal at Line Creek/SR 54 West, noting the City had filed an application for a signal in 2008 that had been reviewed and approved by the Georgia Department of Transportation (GDOT). The permit was issued for the location, but due to the time frame and the economy, the development was not able to move forward. As a result, approval for the signal had been rescinded.

Lowe continued that RaceTrac, at the corner of Line Creek and SR 54, owned the property for its gas station. Although Chick-fil-A had abandoned its plan to locate next to RaceTrac, there were several fast food chains in line for the location. The retail parcel located behind the commercial area with Jimmy John's and Grazing Here could be a restaurant, but its use was flexible.

There was a 25,000 – 28,000 square-foot grocery store planned. Each box was less than 32,000 square feet, so a special use permit would not be needed, Lowe said. There would be a significant buffer to the rear, and it was 75 feet in width at its highest point. He continued there

would be a continuous six-foot high berm along the back of the property, with a six-foot high screened fence on top of the berm and trees planted behind the fence.

Lowe addressed the proposed connection to Planterra Way, saying the connection had been discussed for years. The individual tenants had seen the site plan, and they would like a signal at Line Creek and the connection to Planterra Way. Lowe said he did not think connecting to the light at MacDuff Crossing would be a good way to move traffic, and that connection had been taken off the plans. There was an approved site plan in place, and the developer wanted to modify the approved plan.

Lowe introduced Naveed Jaffar of GCA, Inc., who discussed the traffic study. Jaffar said the study had been conducted following normal guidelines for a traffic study and included the four intersections on either side of the development. He explained that Levels of Service A through D were typically acceptable, while E and F were failures. Two major signals were operating acceptably (SR 54/MacDuff Parkway and SR 54/Planner Way). The study also looked at the no-build condition of the intersections for 2015, and found that conditions at the MacDuff signal were slightly unfavorable during the morning (D), but were acceptable during the evening peak (C). When the development traffic was added in 2015, there was really no change in the level of service. The level of service for the light at Planner Way was currently a D. In 2015, the level of service for the morning peak would remain a D if the retail development was not built, and the afternoon peak level of service would decrease (E). When the traffic from the development was included in 2015, the morning peak level of service would remain a D, and the afternoon level of service would remain at E.

Jaffar said the projected development traffic volume included 267 trips in and out of the shopping center, fast food restaurant, and gasoline service station during the morning peak hour, while 378 trips were projected during the afternoon peak hour.

A signal warrant analysis had also been conducted, Jaffar said. The development had satisfied the warrants for signal warrant 1B, and Jaffar added that GDOT typically required warrants must be met to install traffic signals.

Learnard pointed out that the intersection at SR 54/Planner Way currently had a level of service of D, clarifying that the D level of service at the intersection would continue in 2015 with or without the development and the level of service would get worse in the afternoon peak hour. Jaffar said that was correct. Learnard referred to the signal at the MacDuff Parkway signal, which showed the level of service would drop from a D in 2013 to an E in 2015 during the morning peak time with or without the development. The B level of service during the afternoon peak would drop to a C without or without the retail center. Jaffar said the traffic conditions would not worsen just because of the development. He said traffic counts were collected at all the intersections, and they had also looked at the historical data kept by GDOT to see how much traffic would grow in the future.

King said there was a misconception, noting the traffic study done by Chick-fil-A said a signal was warranted with the business in place. Then he had been told a light was not warranted without Chick-fil-A. Now a light was warranted. Jaffar said they had looked at the site as though it were fully built out, adding that if Chick-fil-A did not build on the outparcel next to RaceTrac, then another fast food restaurant would build and generate traffic.

Learnard asked what warranted a traffic light and whether it was a C or D level of service. Jaffar said it was traffic volumes on the main line and the side streets. They had looked at traffic

volumes over a 12-hour period (7:00 a.m. until 7:00 p.m.) on the main line and the side streets. If the criteria were met for eight hours of the day, then typically a signal was warranted. Typically, GDOT wanted to look at eight hours of volumes, rather than four hours or just peak hours. The study determined criteria 1b was met, which meant there was not enough time to make a left turn.

Ernst asked what the peak hour time frames were considered. Jaffar said peak hours were typically 8:00 – 9:00 a.m. and 5:00 – 6:00 p.m. They counted from 7:00 a.m. – 9:00 a.m. and 4:00 p.m. – 6:00 p.m. They took the volume of the highest hour from those periods, but he was not sure which hours those were.

Learnard asked if Council should have seen the study. Lowe said the traffic study was submitted with the package. He was sure staff had reviewed it.

Fleisch said side street traffic along SR 54 was an issue and asked Jaffar if that traffic would be measured. Jaffar explained that a portion of the traffic going in and out of the retail development was assigned to Line Creek Drive. Fleisch asked Jaffar if he was familiar with the Traffic Responsive System and if it worked. Jaffar said he had heard of it, but he did not know when it would be implemented. Fleisch said the system should be installed in the spring, and they were taking counts now, but there was not a definite date. She asked Jaffar if he had any experience with the system. Jaffar said GDOT would control all the signals to improve the traffic flow. He continued it was an impressive system, saying it was more of a thinking system that adjusted the timing of the signals based on the traffic volumes approaching an intersection on all sides. Fleisch said GDOT was concerned about keeping the traffic moving on SR 54, and GDOT told the City anything they did would be to keep the traffic on SR 54 moving, letting the side streets suffer. The new system had been offered as a response to concerns about vehicles on the side streets. Jaffar agreed GDOT would want to keep traffic moving along the main line.

Learnard asked to see a copy of the traffic report, and Lowe gave her a copy. Lowe recommended Council rely on City staff and their consultant for comments when it came to the traffic report. He asked Council to submit a signal application to the state, along with the report. Sending in the application only meant the state would consider the light. Lowe continued they had done what the City had asked. The City had asked for quality tenants, and the tenants had asked for the signal.

Lowe asked Council to consider abandoning the roads and rights-of-way for Line Creek Drive and Line Creek Court. They would like to swap or purchase the property, whichever mechanism the City required. He noted that, per the Memorandum of Understanding agreed to a few years ago, a third party was to provide an appraisal. Lowe said the appraisal had been done and submitted with the application. The appraised value of the roads and rights-of-way was \$100,000.

Lowe continued that they would like to connect the retail center to Planterra Way by lining up a two-way road at the Tennis Center and a golf cart connection. King asked if a light was proposed for that road. Lowe said no, and the study showed that would be a low-volume connection.

Learnard said she was looking at the traffic data for the first time, asking where she could find the capacity analysis. Jaffar said the information was in the chapter entitled, "Traffic Signal Warrant Analysis."

Fleisch asked Richard Fangman of Pond and Company, the City's consultant, about the Chick-fil-A traffic analysis and the study for The Overlook. Fangman said the volumes in the study for just Chick-fil-A and RaceTrac justified a signal, adding the study for the retail development appeared to meet the volumes required by GDOT for eight-hour criteria, which was the more difficult standard. However, the proposed signal did not meet the signal spacing criteria, which was at least 1,000 feet from adjacent intersections. He continued that the adjacent intersections were operating near capacity, adding traffic engineers always strove for a D rating or better. Fleisch noted that GDOT already acknowledged there was a problem with stacking at the signal at The Avenue because it was too close to SR 74/SR 54.

Learnard referred to page 23 of the traffic study, noting the *Manual on Uniform Traffic Control Devices (MUTCD)* listed eight warrants that could be considered when determining whether an intersection should be signalized. She read the following paragraph:

The MUTCD states that "The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal." However, one or more warrants should be met before a signal is installed.

Learnard said a signal could not be installed willy-nilly. Fangman said a signal caused additional delay for vehicles on the mainline, and there was a cost of maintaining the signal. That was why the criteria for volumes had developed.

Learnard read from page 23 the following statement:

For the purposes of this traffic study, Warrants 1, 2, and 3 were evaluated based on GDOT's "100% criteria: and not to include right turning traffic on the sidestreets in the analysis.

Learnard noted that Warrant 1 was Eight-hour Vehicular Volume, saying if the intersection met that warrant, then it should meet the criteria for Warrant 2, Four Hour Vehicular Volume. Warrant 3 was Peak Hour traffic. Fangman said that was not entirely accurate, adding there were different thresholds that had to be met. He continued that it appeared GCA used a more conservative approach than what was in the MUTCD, which was what GDOT preferred. He explained that right turns were not usually included because, unless there was a special case, right turns could be made even in congested conditions. Learnard said the developer had done everything they had been asked; she wanted to make sure she understood the data.

Fangman briefly went over the warrants and what was met, noting that for the Build conditions, the intersection met Warrants 1B (Eight Hour-Interruption of Continuous Flow) and 2 (Four Hour Volume). Learnard noted that the intersection met the requirements of Warrant 1B, which was the most difficult warrant to meet. Fangman confirmed that was the case.

Fleisch opened the floor for comments from those attending the meeting, limiting the comments to 15 minutes for each side, pro and con.

Steve Brown said there were no easy decisions on SR 54 West. In the 2000s, the City enacted the Big Box Ordinance and required traffic studies. Traffic was a nightmare, then the state finally got the money to widen the highway. The Traffic Impact Ordinance was enacted by the City, and anything that impeded traffic would not be allowed. The intersection of SR 54/SR 74 was in critically poor condition, and there were very few solutions. The problem was more than the intersection, including the ancillary roads and other shopping centers. Getting traffic flowing on

SR 54 hurt the traffic on the ancillary roads. The light did not meet the distance standards set by GDOT. He hoped Council made a good decision.

Caren Russell said development on this parcel began in 2007. Several residents had been involved all that time. Several Council Members were opposed to the cut-through to Planterra Way recently. Russell called for Council to hold a public hearing on the proposed cut-through, saying the residents of Planterra and Cardiff Park had less than a week's notice of this meeting. She noted the developer had also taken out the connection to MacDuff Crossing and the light at that intersection, saying people who were shopping at MacDuff Crossings would have to get back onto SR 54 to get to The Overlook, which was forcing more cars onto the highway. Russell said the last time the citizens group met with the developer was March 2013, and the residents had suggested a compromise regarding the connection to MacDuff Crossing, and they had not heard from Lowe. The compromise was only a right turn in, but no right turn out onto Planterra Way. The right-hand turn lane would need to be extended onto Planterra, maybe doubled, and the timing would have to give the Planterra vehicles enough time to make a left-hand turn. Russell said the location proposed for the connection to Planterra Way was where the traffic backed up to a standstill. The right turn lane from Planterra Way onto SR 54 also needed to be extended.

Iola Snow said she was not a traffic engineer, but good common sense told her that 50 – 100 cars came through Planterra going to and leaving from the Industrial Park. Only three to four cars were usually able to get through the light at peak times. The subdivision had 435 homes, which was a lot of traffic with just the residents. A grocery store would create even more traffic. The cut-through to Planterra Way had to go.

Fleisch asked City Engineer Dave Borkowski if the MacDuff frontage road would be part of the City's traffic study approved at the January 16 meeting. Borkowski said it was one of many alternatives that would be looked at. Fleisch asked Borkowski to outline what the City's study of the SR 54 corridor would entail. Borkowski said the study would look at a frontage road, traditional intersection improvements, and extending the medians on SR 54, as well as some out-of-the-box improvements. He said staff met with GDOT, and a traffic responsive system in addition to synchronization would be installed in April. Georgia DOT wanted the City to look at different things in the study.

King asked if the signal application would be forwarded to GDOT if Council said no to the light. Borkowski said the application could not be forwarded without Council's approval. King clarified that an application for a signal at the intersection had been approved once before. Borkowski confirmed this.

Imker said there were additional issues of concern, such as the liability to the City of not signalizing the intersection. A warrant was common sense, and common sense said another light would make traffic worse. Imker said he wanted to abandon the roads and rights-of-way, but he also wanted to include a connection to MacDuff Crossing as part of the abandonment, which was key to the whole project. All that was needed was a 400-foot connection to get to the MacDuff light. As for the connection to Planterra way, Imker said he was not willing to make the same mistake that was made with Wal-Mart and Home Depot, with only one way in and out. A connection made sense, but maybe with a left out only onto Planterra. He did not want more traffic going southbound on Planterra Way. He also wanted to see two left turn lanes at the Planterra Way/SR 54 signal, as well as an extension of the right turn lane onto SR 54. No one wanted to be trapped in their own residential area because of the traffic. The completion of MacDuff Parkway to SR 74 was also important, and it would change the dynamics of SR 54.

Imker asked who paid for the study, saying the City had not paid for it and it was specific to the development. He was not prepared to support a light at SR 54/Line Creek.

Fleisch suggested tabling the agenda items to February 20 so Council could get more detail on the traffic study. She said the same ground rules would apply to comments from the public. None of the safety aspects had been discussed.

Ernst asked the citizens to consider what impact having no-right turn out of the center onto Planterra Way would have on Planterra residents. Several things had come up during the discussion, and Ernst agreed Council needed more time to look at the traffic study, as well as other things.

Imker said he was prepared to vote on the abandonment of the roads.

Learnard said that was based on the assumption the developer could move ahead with the abandonment without a light and a connection. She continued that the first big decision she had to make as a new Council Member in January 2010 was whether or not to approve a beautiful development that needed a light, and she had voted against the light. That was how the City had ended up with a gas station. She said Council forgot to ask themselves what else could go on the property four years ago. Lowe had worked with the neighbors for months on the plan presented in 2010, and Learnard had voted against it because of the light. She had not known that a light at Line Creek Drive had been in the City's plans for over 10 years, or that a citizens committee had recommended a light at Line Creek. She was willing to discuss the issues again in two weeks, adding Lowe faced constraints on his time and money. If the City wanted a quality development of any kind, it had to be willing to come to the table.

Ernst said if Council said no, the state could still say yes.

Learnard said the traffic situation on Planterra Way should be Council's first priority. The MacDuff connection would be good, and the median was designed to add more lanes. Cutting through Planterra Ridge was onerous, but it was better than the alternative, which was why the City was doing the traffic study of the area. She was not comfortable voting for only one of the three agenda items.

Voting abandoning the roads and rights-of-way should be fine, Lowe told Council, adding that was a structural component. He had no problem with tabling the other agenda items. There was also an issue of crossing City property with the connection to Planterra. Lowe asked Meeker if that discussion should be vetted at this meeting.

Meeker said the relinquishment of City property had to be via either a land swap or the land had to be put up for bid for anyone to buy. It was not as simple as the road abandonment for Line Creek Drive. The plan showed the connection, and the Planning Commission needed guidance from Council.

Lowe asked Council to consider an easement or some mechanism that would allow the connection to go across City property. Meeker reiterated there would have to be some sort of swap.

Imker said the potential land swap, with Southern Conservation Trust also involved, could also help make the connection to MacDuff Crossing happen. Imker said they should direct staff to look into what would be best to make a potential connection to Planterra Way happen.

Imker read the list of businesses that were allowed on the property as it was zoned, including fast food, nail/hair salons, pawn shops, title loan emporiums, bars, massage parlors, tattoo shops, used car dealers, bail bonds, and novelty stores. All were legitimate uses for the property as zoned, and Imker did not think the developer wanted to do that. Imker agreed a traffic light had been in the plans for Line Creek Drive 10 years ago, but that was before Wal-Mart, Home Depot, and the other lights were there.

Ernst asked Lowe if he was available to return on February 20. Lowe said he was.

Imker moved to continue Agenda Item 02-14-03 Consider Signal Application for SR 54 W/Line Creek DR Intersection until February 20. Ernst seconded. Motion carried unanimously.

King moved to authorize staff to initiate the abandonment process for roads and right-of-way of Line Creek Drive and Line Creek Court. Imker seconded. Motion carried unanimously.

Imker moved to continue 02-14-05 Consider Request to Allow Private Road Connection across City Property from The Overlook Retail Development to Planterra Way until February 20. Learnard seconded. Motion carried unanimously.

02-14-07 Consider Bid for Guns – Smyrna Police Distributors

Police Chief H.C. "Skip" Clark addressed Council, asking them to approve the replacements of the Sig Sauer P220 and GLOCK 27 service pistols with brand name GLOCK 17 and GLOCK 26 pistols. He added that staff recommended using the existing weapons, duty gear, and ammunition as a trade in to minimize the transition cost, which would be \$2,236. Clark continued that the Department's firearms instructors had been asked to look at the current service weapons and consider whether the Department should transition to another firearm. The instructors analyzed several weapons, as well as ballistics and staffing, and they came back with the recommendation before Council.

Ernst noted that he used a 9mm when he started with the Department 21 years ago, then the standard became a 40mm, then 45mm. He asked why they were moving back to a 9mm pistol.

Clark said a .38 special was used when he started in 1978, then it was a .357 magnum, then a 9mm. Things had come full circle. He continued it was about ballistics and shot placement, not just the caliber. A 9 mm was better than a larger caliber weapon when the officer could not hit the target consistently with it.

Sergeant Brad Williams added that they were also looking at shootability, because it was about shot placement and improving the officer's accuracy. It was more about stopping the threat from harming the officer or citizens. Based on extensive research, Williams said the GLOCK 17 was a better gun to teach officers to shoot and to maintain their shooting ability.

Ernst asked if the new weapon would stop the threat and protect the officer. Williams said it would.

King asked if they would change back to another weapon in five years because of another study. Clark said they were looking at the value of the weapon and making the transition with the least effect on the budget. They could wait a few years, but there would be more wear on the current guns and the cost to transition would be greater. He added there would also be a cost savings with the ammunition. In five or 10 years, things could change, but it was about the shot placement, the financial cost, and the trade-in value. King commended Clark for being

able to change out all the weapons for \$2,200 or so. King understood the GLOCK 17 would be issued to uniform officers across the board. He recalled an organization he was in that issued a Colt 45 to everyone, but one size weapon did not fit all.

Clark said they would never satisfy everyone. There were a number of adjustments on this generation of GLOCKS that could be made on the back strap to fit different sized hands. King asked if the same restrictions were on the backup weapon. Clark said the Department did not issue backup weapons, but there were some criteria they had to meet.

Ernst moved to approve Agenda Item 02-14-07 Consider Bid for Guns – Smyrna Police Distributors. King seconded. Motion carried unanimously.

02-14-08 Consider Bid for Lake Peachtree Bridge Handrails – Beatty Construction

Borkowski said the handrails to be replaced were on the pedestrian bridge over Lake Peachtree. The condition had significantly deteriorated over the years. Two bids had been received, and staff recommended accepting the bid from Beatty Construction for \$56,000. If approved, staff asked to transfer \$12,000 from another bridge project to his project to cover the difference from the \$44,000 budgeted.

Learnard asked if it was just the spindles that would be replaced. Borkowski said the whole thing was coming off down to the concrete. Learnard asked if the bridge would be closed. Borkowski said the bridge would have to close, but staff would coordinate with the company so it did not impact any special events that were planned. Learnard noted it was a well-used bridge, so the City would need to let the community know, as well as the schools.

Fleisch asked when the work would start. Borkowski said 30 days had been allocated to replace the handrails, but staff would have to contact the company after the bid was awarded. Staff would work closely with the bidder to keep the project moving quickly.

Learnard moved to approve awarding the Lake Peachtree bridge handrails to Beatty Construction as presented. Ernst seconded. Motion carried unanimously.

02-14-09 Consider Bid for Landscape Maintenance – Hybrid Insourcing/Outsourcing, with Outsourcing to True Green, Brickman Group, and Valley Crest

Community Services Director/Public Services Interim Director Jon Rorie said the City had outsourced landscaping for years and had found they were not getting the best results possible. An evaluation had been needed to see if the City was getting the best return for its investment. A Request for Proposal (RFP) was submitted. The work was broken out into five sections, and vendors were able to bid on one section or all five. Staff was then able to compare internal costs with external outsourcing costs and what could be done to accomplish the same goals. Three bids had been returned, and staff recommended awarding the RFP to each of the companies and then insourcing (hiring additional personnel) to take care of the municipal parks and facilities.

The recommendation included selecting the Brickman Group for SR 54/SR 74 for \$49,000; Valley Crest for the right-of-way tree trimming along primary and secondary roads for a cost not to exceed \$100,000; True Green Landcare, LLC, for landscape services for the subdivision entrances and over 500 City landscape islands for \$129,500; and insourcing landscape services along primary and secondary roads and municipal facilities and parks.

For the insourcing segment, Rorie asked Council to approve hiring four full-time and two seasonal/temporary workers. The estimated cost for FY 2014 for the employees and equipment was \$170,000. The ongoing annual cost was estimated at \$223,000.

Imker asked what the net budget impact would be for the plan. Rorie said \$222,000 would be taken from General Fund reserves for the remainder of the fiscal year. Imker asked if there would be an ongoing addition of \$200,000 to the budget for FY 2015 and beyond. Rorie said there would be. Imker continued that Council needed to make a decision. There would not be a need to increase taxes, pointing out they had already budgeted a new \$3 million Facilities Authority bond for City facilities, which would cost the City approximately \$300,000 annually for 10 years. The current list had approximately \$1 million in projects, and there should be no problem coming up with another \$1 million. The amount of the future bond should be less than \$3 million, which would save money that could be used to cover the landscaping costs. Imker wanted the citizens to understand that the hiring of the additional employees would help the City approach the level of service that was in place before the 2009 lay-off and outsourcing. He said the residents should see an improvement in the landscaping.

Learnard moved to award a \$49,000 annual bid to Brickman Group, an annual bid not to exceed \$100,000 for right-of-way tree trimming to Valley Crest, an annual bid totaling \$129,500 to True Green Landcare, and approve hiring four full-time and two part-time employees with the associated equipment. King seconded. Motion carried unanimously.

Council/Staff Topics

Pennington reminded Council that the County would conduct the tornado warning drill on February 7.

Pennington commended staff for the work that was done during the ice storm.

Pennington continued that he met with County Administrator Steve Rapson, reporting that Lake Peachtree would be lowered until the end of March to allow residents to perform maintenance. Rapson and Lee Pope of the Water System were putting together a proposal for the dredging of the lake that would be presented during the Commissioners retreat. The dredging would be done during the winter months.

Learnard moved to convene in executive session to discuss acquisition or sale of real estate and threatened or pending litigation at 9:18 p.m. Ernst seconded. Motion carried unanimously.

Learnard moved to reconvene in regular session at 9:41 p.m. Ernst seconded. Motion carried unanimously.

There being no further business, Learnard moved to adjourn the meeting. Ernst seconded. Motion carried unanimously. The meeting adjourned at 9:42 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE FOUR MONTHS ENDED JANUARY 31, 2014**

PERCENTAGE OF BUDGET YEAR COMPLETED 33.3% (ACTUAL TRANSACTIONS STILL PENDING)

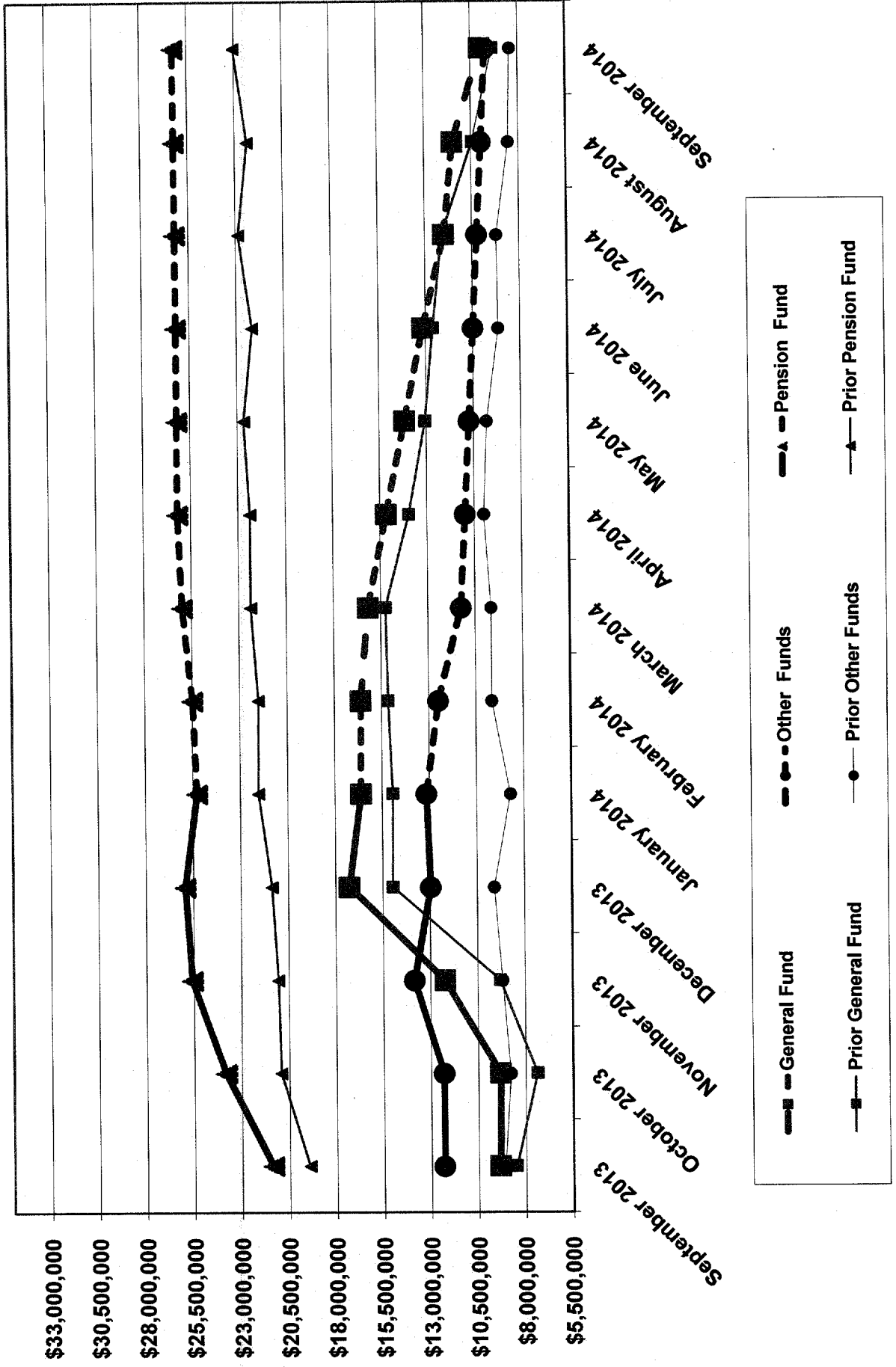
GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2014 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 11,854,549	\$ 10,925,651	\$ (928,898)	92.16%
Franchise Taxes	2,551,090	188,286	(2,362,804)	7.38%
Local Option Sales Tax	6,767,857	2,207,592	(4,560,265)	32.62%
Other Sales & Use Taxes	759,290	265,631	(493,659)	34.98%
Business Taxes	2,229,271	2,051,622	(177,649)	92.03%
Licenses & Permits	725,199	463,543	(261,656)	63.92%
Intergovernmental/Grants	190,797	57,324	(133,473)	30.04%
Charges for Services	1,153,849	281,797	(872,052)	24.42%
EMS Billings	598,820	176,781	(422,039)	29.52%
Fines & Forfeitures	1,158,684	274,662	(884,022)	23.70%
Investment Income	55,994	12,519	(43,475)	22.36%
Other Revenue	109,704	67,953	(41,751)	61.94%
Other Financing Sources	634,200	213,658	(420,542)	33.69%
Total General Fund Revenues	\$ 28,789,304	\$ 17,187,019	\$ (11,602,285)	59.70%
Surplus Carryover	2,043,717			
Total General Fund	\$ 30,833,021			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2014 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 492,750	\$ 132,833	\$ 359,917	26.96%
Administrative Services	1,271,834	345,778	926,056	27.19%
Financial Services	1,285,915	434,377	851,538	33.78%
Police Services/Code Enforcement	7,057,866	2,150,419	4,907,447	30.47%
Fire/EMS Services	7,033,191	2,072,722	4,960,469	29.47%
Public Works/Buildings & Grounds/Engineering	5,873,302	1,303,783	4,569,519	22.20%
Community Services	4,366,127	1,176,259	3,189,868	26.94%
Non-Divisional:				
Unemployment Insurance	20,000	-	20,000	0.00%
Non-Profit Organizations	22,500	-	22,500	0.00%
Transfer to Airport Authority	102,000	34,000	68,000	0.00%
Transfers to Other Funds	3,514,655	992,932	2,521,723	28.25%
Liability Insurance	146,665	2,355	144,310	1.61%
Litigation Services	104,040	38,374	65,666	36.88%
General Administration/Miscellaneous	74,943	6,809	68,134	9.09%
Budgeted Savings	(532,767)	-	(532,767)	0.00%
Total General Fund	\$ 30,833,021	\$ 8,690,641	\$ 22,142,380	28.19%

HOTEL/MOTEL FUND REVENUES				
Description	2014 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,138,400	\$ 416,211	\$ (722,189)	36.56%

HOTEL/MOTEL TRANSFERS OUT				
Type	2014 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 569,200	\$ 209,813	\$ 359,387	36.86%
Transfer to Tourism Association	569,200	209,813	359,387	36.86%
Total Hotel/Motel Transfers Out	\$ 1,138,400	\$ 419,626	\$ 718,774	36.86%

CITY OF PEACHTREE CITY
FISCAL YEAR 2014 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



**CITY OF PEACHTREE CITY
FINANCIAL SERVICES DIVISION
MONTHLY REPORT (UNAUDITED)
AS OF JANUARY 31, 2014**

SUMMARY OF PURCHASE ORDERS ISSUED OVER \$25,000 APPROVED BY CITY MANAGER JANUARY 2014			
Description	Vendor	Award	Date
None to Report			
PURCHASING REPORT FOR MONTH ENDED JANUARY 31, 2014 AND JANUARY 31, 2013			
Activity	Fiscal Year 2014	Fiscal Year 2013	
Purchase Orders / Requisitions Processed	187	131	
City Store Requisitions Processed	14	14	
Sealed Bids Requested	3	6	
Requests for Proposals	2	0	
Bids Awarded	1	7	
Requests for Proposals Awarded	0	0	
Contracts Prepared	1	7	
Electronic Auction	0	0	
Fixed Assets Purchases	0	5	

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
JANUARY 2014

None to Report

-

TOTAL MONTH OF JANUARY 2014

\$ -

**CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2014
PAID AS OF January, 2014**

Litigation Services (100-1505-579130)

Vendor	Month Paid	Project	Amount
Sumner Meeker	October	EEOC Claim	\$ 1,017.72
Sumner Meeker	October	Breedlove	286.00
Sumner Meeker	October	EEOC Claim	329.24
Sumner Meeker	October	Mrosek	1,452.00
Sumner Meeker	November	EEOC Claim	2,925.24
Sumner Meeker	November	Mrosek	880.00
Sumner Meeker	November	Triad	528.00
Sumner Meeker	December	EEOC Claim	990.00
Sumner Meeker	December	Mrosek	2,833.62
Sumner Meeker	December	Triad	473.00
Sumner Meeker	January	Mrosek	1,868.94
Sumner Meeker	January	Triad	2,596.00
GIRMA	October	Vehicle Accident	1,009.91
GIRMA	November	EEOC Claim	10,585.83
GIRMA	December	EEOC Claim	1,124.60
GIRMA	December	Vehicle Accident	5,000.00
GIRMA	December	Vehicle Accident	2,596.44
GIRMA	December	Vehicle Accident	5,000.00
GIRMA	January	Vehicle Accident	972.41

Total Litigation Services to Date	<u>\$ 42,468.95</u>
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* Less Amount Charged back to FY2013	(4,094.87)
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January FY2014 Litigation Expenses	\$ 5,437.35
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* Note: The claims paid in October 2013 were charged to fiscal year 2013 for financial reporting purposes, as the expenditures were incurred prior to 9/30/13.

LIBRARY

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2014 YEAR-TO-DATE	FY2013 YEAR-TO-DATE
Items - Acquired	Num.	681	691	386	690									2,448	1,949
Items - Circulated	Num.	34,325	31,613	28,205	29,051									123,194	137,320
Items - Loaned to Other Libraries	Num.	1,276	949	1,140	1,007									4,372	4,726
Items - Borrowed From Other Libraries	Num.	2,027	1,587	1,662	1,739									7,005	8,255
Class Visits	Num.	1	0	0	3									4	7
Group Meetings	Num.	42	35	25	27									129	123
Monthly Traffic	Num.	19,713	16,249	13,928	14,088									63,978	85,488
Children's Programs	Num.	26	20	15	15									76	66
Number of Participants	Num.	1,014	427	365	346									2,152	1,952
Adult Programs	Num.	3	7	0	1									11	14
Number of Participants	Num.	54	95	0	60									209	235
Revenue from Overdue Books	Dis.	4,489	3,664	3,655	2,759									14,567	17,767
Revenue from Copies Made	Dis.	553	350	412	362									1,677	2,076
Reference Assistance	Num.	1,397	1,320	1,045	954									4,716	4,939
Exams Proctored	Num.	37	23	33	8									101	N/A
Revenue from Proctoring	Dis.	570	400	590	110									1,670	N/A
Internet Usage	Num.	2,253	1,828	1,707	1,643									7,431	8,722
Volunteers	Num.	47	37	38	39									161	152
Number of Hours Worked	Num.	364	234	271	266									1,135	1,103
eBook/Audio Downloads	Num.	1,360	1,308	1,255	1,263									5,186	3,525

Notes: Software upgrade over MLK weekend was successful. Staff participated in a half day training session on Friday and worked on a maintenance 'to-do' list over the weekend. One Book Teen events will be held during March featuring local author Romily Bernard. The library will participate in Money Smart Week, April 5-12, sponsored by ALA and the Federal Reserve Bank. As such we will host free programs for the public including debt management, personal finance 101, etc. Ebook downloads continue upward trend.

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

January 2014

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
David Conner, Vice Chairman 10/07/10 - 09/30/16	15	15	15	0		100%
Aaron Daily 10/10/11 - 09/30/14	15	15	14	2	1/14/2013 6/10/2013	93%
Frank Destadio, Chairman 04/21/11 - 09/30/15	15	15	15	0		100%
Robert Napoli 10/01/12 - 09/30/15	15	15	13	2	2/11/2013 10/14/13	87%
Lynda Wojcik 02/23/09 - 09/30/16	15	15	14	1	4/8/2013	93%
Hayes Jones Alternate 10/01/13 - 09/30/14	15	4	3	1	11/11/2013	75%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James Pennington, City Manager 
Jon Rorie, Community Services Director/Interim Public Services Director 
Paul Salvatore, Financial Services Director 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: February 18, 2014

SUBJECT: Clarification of Positions Approved at the February 6, 2014, Council Meeting

Recommendation

At the February 6, 2014, Council Meeting, staff recommended that four (4) additional full-time personnel and two (2) seasonal/temporary workers be approved to provide in-sourcing of landscaping services along primary and secondary roads and within municipal facilities and parks. The titles of the full-time positions were not provided. Staff recommends that the four positions include two (2) Crew Leaders and two (2) Buildings and Grounds Maintenance Techs.

Clarification

A complete explanation of the reorganization of the Public Services Division and the need for the additional staff in the Buildings and Grounds Department was discussed at the February 6, 2014 Council Meeting. Council unanimously approved the recommendation. This memo designates the titles of the four (4) additional full-time personnel—two (2) Crew Leaders and two (2) Buildings and Grounds Maintenance Techs—which will be added to headcount in the Public Services Division.

Budget Impact

The budget impact and funding were discussed in the February 6, 2014, Council Meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James Pennington, City Manager 
Jon Rorie, Community Services Director/Interim Public Services Director 
Paul Salvatore, Financial Services Director 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: February 18, 2014

SUBJECT: Consider Addition of One (1) Crew Leader in Buildings and Grounds and Reallocation of Personnel Expenses from the Fire Department to the Public Services Division
February 20, 2014, City Council Meeting

Recommendation

Staff recommends the addition of one (1) full-time Crew Leader in the Buildings and Grounds Department within the Public Services Division funded by the reallocation of personnel expenses from the Fire Department to the Public Services Division.

Discussion

In the last Council Meeting on February 6, 2014, the Community Services Director/Interim Public Services Director made a recommendation to reorganize the Public Services Division and to bring in-house some of the mowing and landscaping services that are currently being outsourced. In order to accomplish the outlined goals that were presented, four (4) Zone Impact Teams led by Crew Leaders would be established. Each team would be responsible for landscaping/mowing State highways, primary roads, subdivision entrances/islands, municipal facilities/parks/tot lots, and signage. Therefore, one (1) additional Crew Leader position is needed to oversee the last team. This is necessary in order to deal with the span of control issues related to organizational structure.

In FY 2014, the City budget included \$58,806 for a Logistics Specialist in the Fire/EMS line item budget 100-3510-579101. However, pending recommendations of the Matrix Group assessment of Public Safety Services, the position was not immediately filled. Based on the assessment results, Chief O'Connor re-evaluated the position and determined a part-time position would be adequate to meet the needs of the organization. By changing from a full-time position to a part-time position, a reserve balance of \$38,806 remains unencumbered in the FY 2014 budget. Staff is requesting that the remaining unencumbered amount of \$38,806 be reallocated to fund the additional full-time Crew Leader that is needed in the Buildings and Grounds Department.

Budget Impact

The reallocation of funding would not increase the amount budgeted in FY 2014. An approximate amount of \$14,847 would remain at the end of FY 2014. The annual budget impact for salary and benefits going forward would be approximately \$16,552.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James Pennington, City Manager 
Jon Rorie, Community Services Director/Interim Public Services Director 
Paul Salvatore, Financial Services Director *PS*

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

DATE: February 18, 2014

SUBJECT: Consider Elimination of Contracts/Outsourcing Manager Position and Replacement with Grounds Maintenance Supervisor Position in Public Services effective March 3, 2014
February 20, 2014, City Council Meeting

Recommendation

Staff recommends eliminating the Contracts/Outsourcing Manager position (Grade 276) in the Public Works Department and replacing it with a Grounds Maintenance Supervisor position (Grade 277) in the Buildings and Grounds Department effective March 3, 2014.

Discussion

In the last Council Meeting on February 6, 2014, the Community Services Director/Interim Public Services Director made a recommendation to reorganize the Public Services Division and to bring in-house some of the mowing and landscaping services that are currently being outsourced. In order to accomplish the outlined goals that were presented, the Contracts/Outsourcing Manager position would be eliminated and replaced by one additional Grounds Maintenance Supervisor position. This new Supervisor position and assigned crew would focus on the landscaping services along primary and secondary roads and within municipal facilities and parks. The Grounds Maintenance Supervisor exists in our current salary structure and, therefore, does not require an evaluation by our outside compensation consultants. The current responsibilities of the Contracts/Outsourcing Manager would be divided and absorbed by the other managers within the Public Services Division. Therefore, there would be no addition to headcount in the Public Services Division.

Budget Impact

The approximate annual budget impact would be between \$2500 and \$6000 depending on who is selected for the Grounds Maintenance Supervisor in the bid process. The additional cost can be absorbed in the FY14 Public Services budget.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: February 18, 2014
SUBJECT: Consider Resolution of Support – HB 877 Personal Transportation Vehicles
February 20, 2014, City Council Agenda

RECOMMENDATION:

That Council adopt the attached resolution of support for HB 877.

DISCUSSION:

As you know, the Georgia Legislature is considering statewide legislation to expand the use of golf carts, reclassified as "PTVs," through House Bill 877. Due to Peachtree City's long history of golf cart usage, we were asked to have input as the legislation was drafted.

The proposed legislation under consideration sets certain standards for the operation of these vehicles, but allows local agencies, such as Peachtree City, who had golf cart regulations in effect prior to 2012, to continue regulating the operation of the vehicles within our jurisdictional boundaries.

As such, the legislation will not impact Peachtree City's existing golf cart rules and requirements.

The legislation also imposes certain equipment standards on all golf carts manufactured and sold in the future, but consultation with local golf cart dealers indicates this will have minimal impact on the carts currently owned by Peachtree City residents.

The resolution will allow the Georgia Legislature to move forward with the assurance that Peachtree City is on board and supportive of their efforts.

BUDGETARY IMPACT:

This item should have no budgetary impact.

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION # _____

Resolution of Support for HB 877 Personal Transportation Vehicles

WHEREAS, since its incorporation in 1959, Peachtree City, Georgia, has been known for its careful land planning and abundant recreational opportunities; and

WHEREAS, in 1974, the Georgia General Assembly assisted Peachtree City by adopting legislation allowing the City to establish standards for the operation of motorized carts on city-owned streets; and

WHEREAS, this legislation resulted in the development of Peachtree City's unique 90-mile network of multi-use paths, connecting neighborhood streets to local parks, commercial and business centers, and schools, and used daily by 10,000 registered motorized carts in the City.

WHEREAS, the Georgia General Assembly again came to the aid of Peachtree City's golf cart culture thirty years later, by reaffirming the City's ability to regulate the age of motorized cart drivers within its boundaries following a 2003 court case decision; and

WHEREAS, the 2014 introduction of House Bill 877, which is designed to support economic development efforts in Georgia by expanding opportunities for use of the newly defined Personal Transportation Vehicles in recognition of the continued changes in the golf cart and low speed electric vehicle industry and establishing minimum standards for their operation statewide; and

WHEREAS, House Bill 877 was developed with input from Peachtree City in recognition of the community's longstanding successful regulation of these types of vehicles; and

WHEREAS, House Bill 877 preserves Peachtree City's existing regulations, including but not limited to the continued ability of the City to decide who can drive these types of vehicles with and without a drivers' license; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Peachtree City, that we support and endorse the adoption of HB 877 for the statewide regulation of Personal Transportation Vehicles; and

BE IT FURTHER RESOLVED that we express the community's sincere appreciation for the General Assembly's decades of continued support of Peachtree City's motorized cart lifestyle, most recently evidenced by the consideration granted by HB 877 for the retention of locally adopted standards that predate the enactment of this statewide legislation.

This 20th day of February, 2014.

Vanessa Fleisch, Mayor

Eric Imker, Councilmember

Mike King, Councilmember

Kim Learnard, Councilmember

Terry Ernst, Councilmember

Attest

Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: February 18, 2014
SUBJECT: Consider Agreement with Fayette County Development Authority for Fayette Visioning Project
February 20, 2014, City Council Agenda

RECOMMENDATION:

That Council approve the attached agreement with the Fayette County Development Authority for \$10,000 in funding to the Fayette Visioning Project.

DISCUSSION:

At the December 19, 2013 meeting, the Mayor and Council unanimously adopted a resolution of support for the Fayette Visioning Project and committed \$10,000 in funding, subject to an agreement for service.

The attached agreement with the Fayette County Development Authority finalizes this process, ensuring the City receives services and benefits in return for the funding amount.

BUDGETARY IMPACT:

This item should have no budgetary impact.

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2014, by and between CITY OF PEACHTREE CITY, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "City", and the FAYETTE COUNTY DEVELOPMENT AUTHORITY, a political subdivision of the State of Georgia, hereinafter referred to as the "Authority" for the purpose funding certain activities of the Authority which benefit the City.

WITNESSETH:

WHEREAS, the Authority promotes the continued development of commerce, industry and trade in Fayette County, Georgia; and

WHEREAS, pursuant to its purpose, the Authority is working with a volunteer group called Fayette Visioning for the purpose of planning for the future of Fayette County; and

WHEREAS, the Authority needs financial support for the purpose of funding the work to be done by Fayette Visioning, and the City desires to assist with such financial needs; and

WHEREAS, the City will receive the benefit of the work of the Authority and Fayette Visioning in terms of the City's plans for future development within the City, and any long-term adjustments to the City's Comprehensive Plan.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties to this Agreement hereby agree as follows:

1.

The City hereby agrees to pay the sum of Ten Thousand Dollars (\$10,000.00) to the Authority. The Authority agrees to use said funds solely for Fayette Visioning Task Force. In exchange for said financial contribution, the Authority agrees to share any and all work done by Fayette Visioning with the City, and to include the City on the Fayette Visioning Task Force.

2.

To the fullest extent permitted by law, the Authority agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents and employees, resulting from the performance of the work

including attorney's fees and costs of litigation. The provisions of this Agreement with respect to any claims or liability occurring or cause prior to any expiration or termination of this Agreement shall survive such expiration or termination.

3.

This Agreement shall constitute the entire agreement between the parties and no modifications shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the parties.

4.

This agreement shall begin on the date that is has been executed by both the City and the Authority and shall expire at the conclusion of the Fayette Visioning Task Force.

5.

This Agreement shall not amend, supersede, or otherwise effect any existing agreements between the City and the Authority.

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

CITY OF PEACHTREE CITY

By: _____
Vanessa Fleisch, Mayor

(SEAL)
Attest:

Clerk

FAYETTE COUNTY DEVELOPMENT AUTHORITY

By: _____
Chairman

(SEAL)
Attest:

Clerk