

**City Council of Peachtree City
Agenda
February 18, 2016
7:00 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Proclamation for DeMolay Month
 - CALEA Accreditation with Excellence Presentation
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
 - February 4, 2016, Regular Meeting Minutes
- VII. Monthly Reports**
- VIII. Consent Agenda**
 - 1. Consider Ordinance Amendment – Police Officer Qualifications
 - 2. Consider Ordinance Amendment – Board of Health Fees
 - 3. Consider Ordinance Amendment – Collaborative/Cooperative Purchasing
 - 4. Consider Approval of AT&T Easement – Petrol Point
- IX. Old Agenda Items**
- X. New Agenda Items**
 - 02-16-03 Public Hearing – Consider Step One Annexation Request, Starr's Mill Academy
Preschool & Child Care, Inc., 1361 Hwy 74 South
 - 02-16-04 Consider Approval of NuLink Contracts for Fiber Lease & Internet Services
 - 02-16-05 Consider Approval of Bids for Networking Equipment & Installation
 - 02-16-06 Consider Spear Road Project Change Orders
- XI. Council/Staff Topics**
 - Update on Convention & Visitors Bureau Activities
 - Report from Spray Park Exploratory Team
- XII. Executive Session**
- XIII. Adjourn**

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 4, 2016
7:00 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, February 4, 2016. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

Minutes

January 21, 2016, Regular Meeting Minutes

King moved to approve the January 21, 2016, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Agenda Changes

Learnard moved to pull Consent Agenda item 4 off for discussion. Prebor seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Appointment of Airport Authority Member(s) (PCAA) –**
Michael Mitchell, Gregory Garmon (Alternate)
- 2. Consider Appointment of Convention & Visitors Bureau (CVB) Member(s) –**
Scott Porter (Business), Rick Adlington (Hotel/Motel Alternate)
- 3. Consider Appointment of Recreation & Special Events Advisory Board Member(s) –**
Shayne Robinson, Chris Bains (Alternate)
- 4. Consider Appointment of Water & Sewerage Authority (WASA) Member(s) –**
John Dufresne, Frank Ward (Alternate)
- 5. Consider Budget Adjustment – History Timeline Donation**
- 6. Consider Revised Fees – Planning, Engineering, Building, and Fire Marshal**
- 7. Consider Ratification of Emergency Change Order – Spear Road Culvert Repairs (Unsuitable Soils)**
- 8. Consider Stormwater Ordinance Amendment – Exemptions for Runways/Taxiways**

Ernst moved to approved Consent Agenda items 1, 2, 3, 5, 6, 7, and 8. King seconded. Motion carried unanimously.

- 4. Consider Appointment of Water & Sewerage Authority (WASA) Member(s) –**
John Dufresne, Frank Ward (Alternate)

Learnard asked Council to consider tabling this item until she could learn more about the candidates.

Ernst said he was on the selection committee for WASA, and he disagreed. Ernst moved to approve Consent Agenda item 4. King seconded. Motion carried 4-1 (Learnard).

King thanked everyone who applied for a position on the City boards, saying he sat in on two of the four selection committees. Not everyone could be approved and appointed, but the quality of the applicants said a lot about the City, and he appreciated citizens' willingness to get involved in City government.

Fleisch agreed, saying they had been asked to fill three-, four-, and five-year terms on the boards voluntarily, and Council appreciated their service.

Old Agenda Items

12-15-05 Consider Financing for Municipal Broadband Initiative or Alternate Service Option

City Manager Jon Rorie noted the agenda item said read "Consider Financing for Municipal Broadband Initiative or Alternate Service Option." The alternate service option was the big "or." The presentation would focus on the City building its own fiber network or looking at the alternate option. Most of his discussion would focus on the alternate option. Rorie said the Public Facilities Authority met prior to the Council meeting, and the financing for the municipal broadband project had been approved contingent on approval by City Council.

Rorie briefly went over the timeline for broadband, noting work had begun in February – March 2015. Staff had done a lot of due diligence on this project trying to determine the best option for the City. The City's particular data needs included GIS/mapping performance for Public Safety and Public Works sites, offsite video backup for the Police Department (not currently done), camera security systems for facility security that could be located at a central site, increased wireless bandwidth for facilities, ability to utilize higher bandwidth internet connections through City Hall internet (no bottlenecks for internet connection), reliable access at fire stations and maintenance facilities, and electronic plans submissions for the Building Department.

Rorie said the current internet speed was 100 Mbps, with 100 MB between buildings. The FY 2016 budget plan included an upgrade to 250 Mbps for internet at approximately \$80,000 annually. The FY 2016 budget also planned for one-gigabyte bandwidth between buildings. The broadband proposal would have provided 1.5 Gbps for internet speed, with a 10-gigabyte bandwidth between buildings.

The options were to buy and pay higher costs for more capacity from fiber service providers or to build, which meant installing and operating a municipal fiber optic network, Rorie pointed out. There were pros and cons for both options.

Staff met with the private providers in the City and asked what the charge would be for 1.5 Gbps and 10 GBs between buildings. Some of the providers had amended their proposals, as well.

Rorie asked Allen Davis of Community Broadband to discuss how the City got to this point. Davis said the City had gone through the entire process for the municipal broadband option. Along the way, the City administration had asked what would happen if they went out to the private providers and got quotes for the same level of service the City's proposed fiber network would provide. Proposals had come back from four vendors (although one was not part of the discussion), all private providers, and all had been given the same exact specifications. The quotes had been returned with no capital investment on the City's part.

Davis provided the following information regarding costs:

Service Provider	Monthly Cost	Annual Cost
AT&T	\$134,034	\$1,702,012
Comcast	\$37,737	\$452,844
NuLink	\$8,714 (\$7,710 revised)	\$104,568 (\$92,520 revised)
PTC Government Network	\$37,350 (\$36,500)	\$448,198 (\$437,000)

Davis said AT&T was ready to move forward. Comcast had applied for permits to build fiber infrastructure to certain City facilities on the list, but had withdrawn the permit applications.

Rorie asked Davis about the quote from NuLink and why it was significantly lower than the other two providers. Davis said NuLink had a long-term presence as the City's internet provider. It was their option to do what was in their company's best interest. Rorie asked if NuLink's quote met all the bid specifications. Davis said it did. Rorie asked if it could lead to enhanced services for residents. Davis said it could, and very good options would be provided. This process had caused all the providers to increase their service and investment in the community.

King asked if the rate from NuLink would be good for five years. Davis said it would.

Rorie went over the pros and cons of the municipal broadband option, which would provide opportunities to improve the City's financial condition, promote economic development, reduce involuntary taxation, control fiber infrastructure, affect the contract with cell tower and micro sites (improved wireless), and provide additional choices for local businesses and schools.

The cons for municipal broadband included the assumption of all risks associated with operating a utility, development and maintenance of a customer base, maintenance of fiber infrastructure outside of buildings, addition of administrative costs such as accounting and human resources, requirement for a business operational plan and management, and an increase in City debt level.

The pros for NuLink included competitive and attractive pricing, same internet speeds as municipal broadband, same flexibility of bandwidth between facilities, no maintenance of fiber/equipment outside of buildings, no customer service responsibilities, no need for marketing efforts, elimination of any business risk of operating a utility, and facilitating the extension of fiber to residential neighborhoods.

The cons for the NuLink option included an ongoing expense of the City budget, no revenue to be realized (no General Fund subsidy possibility), could not be used for economic development incentives, no additional choices for local businesses or schools, no control over the fiber infrastructure in the City, and no ability to contract with cell tower or micro sites (improved wireless).

The NuLink contract option had an annual fiber lease cost of \$92,820 and an annual debt service cost (\$332,000 network equipment cost over five years) of \$73,000, for a total annual cost of \$165,820, and a one-time forfeit cost of \$100,000 (bond attorneys, generating bid documents, etc.). The City would have to buy the pieces to support what was needed, which had been programmed into the municipal broadband option.

Municipal broadband would have \$83,000 in annual operating expenses, annual debt service (\$3.23 million project cost) over 10 years of \$354,000, total annual expenses of \$437,000, with annual revenue and net revenue/expenses to be determined.

Rorie continued that the terms of the NuLink proposal included a five-year fiber lease agreement; two contracts – one for fiber and one for internet services; declining termination fees for each of the first five years of the contract; and an annual cost of \$70,320 for the fiber lease and \$22,200 for internet services.

Rorie recommended Council approve the NuLink option. He asked Council to approve the Memorandum of Understanding (MOU) between the City and NuLink and authorize the City Manager to sign the agreement pending final review. If the terms changed, Rorie said staff would bring those changes to Council.

Ernst asked what the reliability factor was for NuLink. Rorie said there was no perfect provider. Ernst asked how long service was typically down. Davis said every provider had outages and problems. He had continually asked about the relationship between NuLink and the City. As a general statement, the responses about NuLink had been much more favorable than usual. Comcast and AT&T were huge companies with many priorities and no local presence of any significance. NuLink was Georgia-based, and the relationship with the City was a huge priority. Staff could reach out and touch NuLink and get a response. The specific requirements as far as network capability and operating service quality would be spelled out in great detail in the agreement.

Fleisch asked if additional locations were included in the quote. Davis said all City facilities would be served by dedicated fiber. Ernst said he wanted residents to understand the City would get a quality product from a supportive company. Davis said NuLink had been started by Newnan Utilities to serve that community, then sold. The current owners had continued to provide good community service.

Prebor said municipal broadband had been considered to improve economic development. He asked if NuLink would take the infrastructure down Dividend Drive so businesses would have access. Rorie said some businesses would take advantage, and some would not. The circumstances would be similar to those if the City built the service.

Ernst moved to approve the MOU between the City and NuLink, to continue working towards legally binding contracts for high-speed fiber lease and internet services, to authorize the City Manager or Mayor to sign the legally binding contract, pending final review and approval by staff, consultants, and the City Attorney, with the condition that if terms changed substantially from what was presented in the MOU, staff would bring the agreement back to Council, and to further move to continue consideration of the financing for the municipal broadband initiative. Learnard seconded. Motion carried unanimously.

New Agenda Items

02-16-01 Public Hearing – Consider Annual Re-adoption of Zoning Map & Ordinance

Planning & Development Director Mike Warrix addressed Council, saying annual re-adoption of the official zoning map and land use map and zoning ordinance was a housekeeping matter. It was fairly standard practice for cities and counties to annually re-adopt zoning maps to essentially provide some insurance that there was an official zoning map on file with the City and to help to eliminate any confusion when multiple maps could be floating around. The only changes to the map were those made by Council in 2015. Council was simply re-adopting the zoning map and zoning ordinance at this meeting, along with any changes made in 2015. The official maps would be filed with the City's Planning Department. The Planning Commission unanimously recommended approval at the January 11 meeting.

Fleisch opened the public hearing. No one spoke for or against the re-adoption. Fleisch closed the public hearing.

Learnard asked for an explanation regarding the proposed amendment to Article 4 Enactment Clause of the Zoning Ordinance. Warrix said it was a text amendment, which would be to address the adoption date of the official map.

Prebor moved to approve the re-adoption of the zoning and land use maps as presented. King seconded. Motion carried unanimously.

King moved to approve the re-adoption of the Zoning Ordinance as presented. Ernst seconded. Motion carried unanimously.

02-16-02 Consider Contract Approval for Municipal Broadband System Construction

Due to the approval of the bid from NuLink earlier in the meeting, King moved to continue the approval of the municipal broadband system construction indefinitely. Ernst seconded. Motion carried unanimously.

Council/Staff Topics

Ordinance Amendment & Action Preview

- **Ordinance Amendment – Board of Health Fees**

Public Information Officer/City Clerk Betsy Tyler said the Fayette County Board of Health had requested the amendment, noting the Board of Health was the primary enforcer for the City's health ordinance. The amendment moved enforcement of the regulations and policies to the local courts for action rather than the State Board of Health. It also allowed for a more timely collection of annual fees. The Fayette County Board of Commissioners unanimously approved the ordinance amendment on December 12, 2015. Adoption was required by each municipality. Tyler said the amendment would be on the February 18 agenda, and Robert Kurbes from the Board of Health would attend that meeting.

- **Ordinance Amendment – Qualifications of Police Officers**

The proposed ordinance amendment related to the City's administrative ordinance and the qualifications and requirements for police officers. The proposed amendment was to adopt state code for the requirements of police officers, which would allow for any future changes in the state law without local amendments.

- **Ordinance Amendment – Collaborative/Cooperative Purchasing**

Purchasing Officer Angela Egan said using the cooperatives was allowed by state law, and Meeker said Council approval was needed. The proposed amendment would retain the existing County-wide collaborative purchasing agreement, but would allow additional cooperative purchasing agreements. Egan said there were many purchasing cooperatives. She was a member of the National Institute for Government Procurement, which was in the process of getting accreditation for a cooperative. Egan said she planned to ensure due diligence was done to ensure the vendor, city, or board cooperative was consistent with what the City required and the bidding process was something the City could support. She would be able to get a copy of the bid and the results, as well as speak to the vendor. It would increase efficiency and administrative time without the cost of any money.

Rorie said there were glitches in the ordinances staff was cleaning up. In addition, staff was also looking at the City Administrative Regulations/City Administrative Manuals (CARs/CAMs), which were the City's internal policies. It was poor management not to look at the ordinances and policies, and many of them needed to be updated or deleted depending on technology or changes in state law.

Rorie continued that, in November, the city managers and the county administrator met to discuss infrastructure improvements needed in the County. The possibility of a Special Purpose Local Option Sales Tax (SPLOST) was discussed at the December workshop. If approved, a SPLOST could provide the City with \$6 million per year, with the potential to receive \$30 million from a five-year SPLOST. Rorie said he had identified \$82 million in potential projects in the City. The list needed to be narrowed down and prioritized in accordance with the community's and

Council's desires. In order to have a SPLOST placed on the November 2016 ballot, an intergovernmental agreement had to be developed regarding the distribution of the funds, which was a discussion best handled by the elected officials, Rorie said. He asked Council to consider establishing an infrastructure prioritization board to prioritize the \$82 million list, and for the board to be composed of one to two Council Members and three to five citizens recommended/selected by Council.

Prebor said he liked that idea. King and Ernst said they were willing to serve on the board. Learnard said she would like time to talk to citizens before submitting any names. Prebor asked if there would be citizen workshops. Rorie said the proposed board would hold set meetings with published notices, and the meetings would be open to the public. King said a 1% sales tax would have to be approved by the citizens, and he encouraged getting them involved. It could be the opportunity to catch up on all the work that was not done during the recession.

Learnard asked for an update on Lake Peachtree. Rorie reported that the dredging was moving forward, weather permitting. Based on some information he had gotten earlier, Rorie calculated rainfall was 22 inches above average. There was approximately 8,000 cubic yards of silt remaining in the area around All Children's Playground. He noted some silt fencing that had to be removed was under water, and the haul roads still had to be removed. Staff had authorized the contractor to haul 24 hours a day/seven days a week once everything had dried out and they could work, and staff would notify the residents adjacent to All Children's Playground about it.

Executive Session

Meeker announced there would be no Executive Session.

There being no further business, Learnard moved adjourn the meeting at 7:59 p.m. Ernst seconded. Motion carried unanimously.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

City Council Monthly Report

As of: 2/4/2016

DEPARTMENT: PLANNING & ZONING
SUPERVISOR: Michael Warrick

FISCAL YEAR: 2016
CREATOR: KATHY GRAY

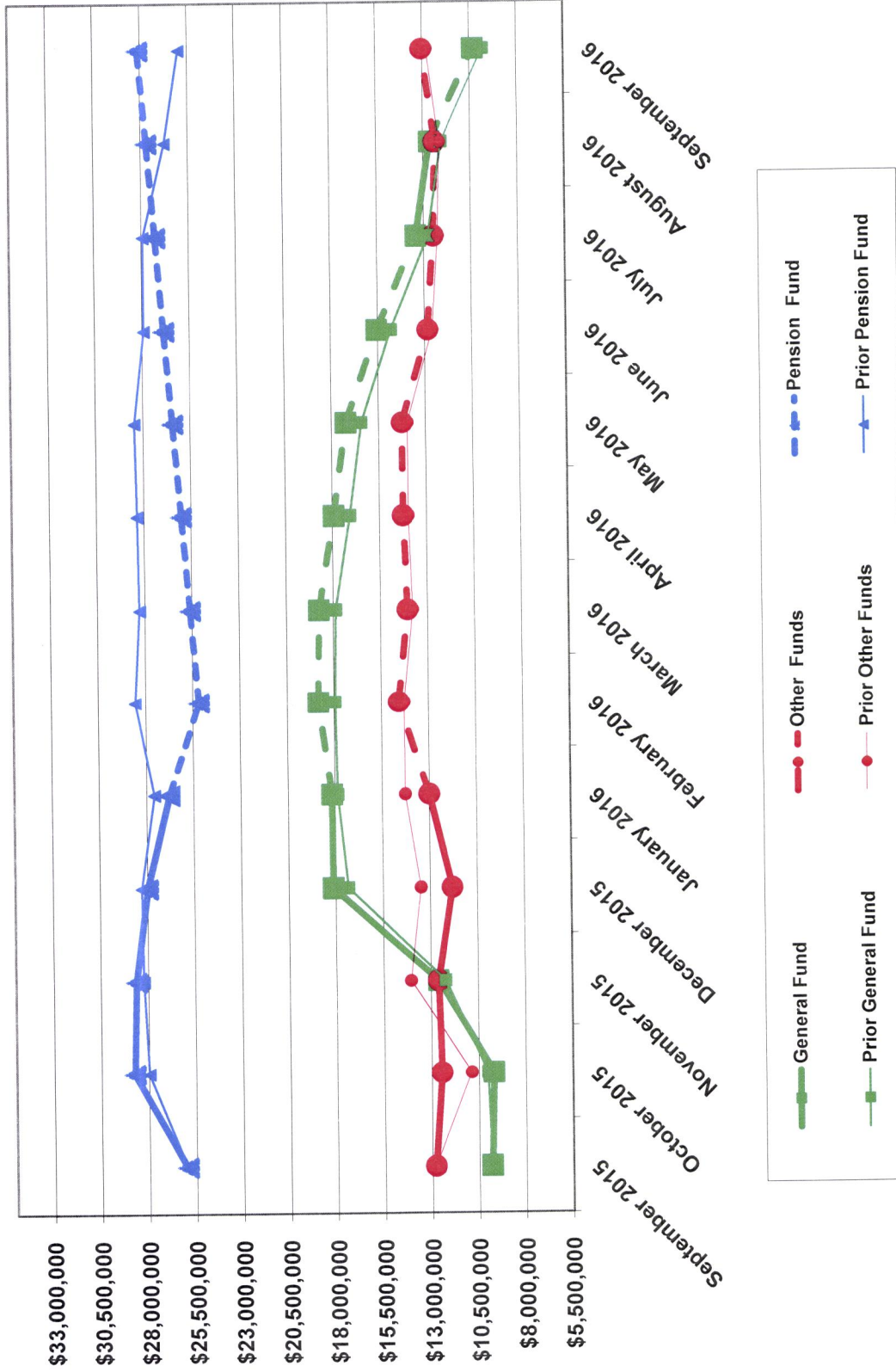
														COMPARISON CHART			
MONTH:		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD FY 2016	JAN of FY 2015	JAN of FY 2014	
BUILDING DEPARTMENT																	
RESIDENTIAL BUILDING PERMITS																	
Single Family Units:		2	0	5	0									7	22	7	
Single Family C.O.'s		3	1	2	1									7	9	10	
Multi Family Units:		0	0	0	0									0	0	0	
Multi Family C.O.'s		0	0	0	0									0	0	96	
Miscellaneous*:		83	52	105	65									305	252	83	
INSPECTIONS:		307	220	213	278									1,018	835	747	
NON-RESIDENTIAL BUILDING PERMITS																	
New Construction:		0	0	5	2									7	4	2	
Non-Residential C.O.'s		2	1	6	1									10	36	21	
Expansion\Renovation\Tenant Finish:		5	5	4	2									16	20	25	
Miscellaneous*:		12	4	5	5									26	25	6	
INSPECTIONS:		100	56	116	156									428	331	410	
DEVELOPMENT PERMITS																	
POPULATION ESTIMATE^		34,609	34,610	34,616	34,618									34,618	34,555	34,521	
BUILDING PERMIT FEES		32,239	40,382	89,575	29,215									\$191,411	226,046	149,087	
PLANNING DEPARTMENT																	
Tree Removal Permits:		87	73	38	47									245	258	197	
Sign Permits:		500	300	1,100	500									\$2,400	\$1,600	\$1,200	
Banner/ Special Event Permits:		265	135	120	170									\$690	\$475	\$730	
New Construction Plan Reviews:		12,136	1,199	3,362	838									\$17,535	\$13,967	\$4,498	
Other Plan Reviews\Permits±:		550	350	555	150									\$1,605	\$10,281	\$9,887	
Misc permit fees		650	250	650	1,492									\$3,042	\$460	\$339	
Fire Department Permit Fees:		650	2,210	1,937	2,270									\$7,067	\$6,016	\$5,640	
TOTAL PLAN REVIEW FEES		14,751	4,444	7,724	5,420									\$32,339	\$32,799	\$22,294	
TOTAL FEES COLLECTED		\$46,990	\$44,826	\$97,299	\$34,635									\$223,750	\$258,845	\$171,381	

* Miscellaneous permits are: Fences, Pools, Additions\Renovations, Reroofings, etc

^ Based on 2.09 people per residential CO

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

CITY OF PEACHTREE CITY
FISCAL YEAR 2016 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
 (UNAUDITED)



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

CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE FOUR MONTHS
ENDED JANUARY 31, 2016

PERCENTAGE OF BUDGET YEAR COMPLETED 33.33% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2016 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 14,151,975	\$ 12,369,363	\$ (1,782,612)	87.40%
Franchise Taxes	2,694,392	191,500	(2,502,892)	7.11%
Local Option Sales Tax	6,675,093	2,335,761	(4,339,332)	34.99%
Other Sales & Use Taxes	842,176	283,084	(559,092)	33.61%
Business Taxes	2,381,155	2,348,174	(32,981)	98.61%
Licenses & Permits	1,090,326	343,035	(747,291)	31.46%
Intergovernmental/Grants	442,902	57,000	(385,902)	12.87%
Charges for Services	1,322,582	401,452	(921,130)	30.35%
EMS Billings	916,379	245,445	(670,934)	26.78%
Fines & Forfeitures	1,142,240	314,567	(827,673)	27.54%
Investment Income	53,550	13,023	(40,527)	24.32%
Other Revenue	188,221	45,484	(142,737)	24.17%
Other Financing Sources	849,218	415,547	(433,671)	48.93%
Total General Fund Revenues	\$ 32,750,209	\$ 19,363,435	\$ (13,386,774)	59.12%
Surplus Carryover	1,082,811			
Total General Fund	\$ 33,833,020			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2016 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 526,679	\$ 89,005	\$ 437,674	16.90%
Administrative Services	1,452,639	422,407	1,030,232	29.08%
Financial Services	1,542,690	543,606	999,084	35.24%
Police Services/Code Enforcement	7,097,423	2,271,056	4,826,367	32.00%
Fire/EMS Services	7,147,213	2,481,873	4,665,340	34.73%
Public Works/Buildings & Grounds/Engineering	8,138,987	1,840,631	6,298,356	22.61%
Community Services	4,575,539	1,287,182	3,288,357	28.13%
Non-Divisional:				
Unemployment Insurance	20,000	-	20,000	0.00%
Non-Profit Organizations	25,000	25,000	-	100.00%
Transfer to Airport Authority	102,000	40,800	61,200	40.00%
Transfers to Other Funds	3,369,829	1,107,893	2,261,936	32.88%
Liability Insurance	139,855	90,163	49,692	64.47%
Litigation Services	229,500	62,619	166,881	27.28%
General Administration/Miscellaneous	65,200	44	65,156	0.07%
Budgeted Savings	3,951,384	1,326,519	2,624,865	0.00%
Total General Fund	\$ 33,833,020	\$ 10,262,279	\$ 23,570,741	30.33%

HOTEL/MOTEL FUND REVENUES				
Description	2016 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,577,148	\$ 491,261	\$ (1,085,887)	31.15%
Total Hotel/Motel Transfers Out	\$ 1,577,148	\$ 491,261	\$ 1,085,887	31.15%
Transfer to General Fund	\$ 788,574	\$ 245,630	\$ 542,944	31.15%
Transfer to Tourism Association	788,574	245,631	542,943	31.15%

CITY OF PEACHTREE CITY
 FINANCIAL SERVICES
 MONTHLY REPORT
 (UNAUDITED)
 AS OF JANUARY 31, 2016

SUMMARY OF PURCHASE ORDERS ISSUED OVER \$10,000 APPROVED BY CITY MANAGER
 JANUARY 2016

Description	Vendor	Award	Date
WQ Sampling TOF #197	Integrated Science	\$ 30,351.00	1/26/2016
Bus Barn	Shady Vent Construction	\$ 15,483.00	1/11/2016

PURCHASING REPORT
 FOR MONTH ENDED JANUARY 31, 2016 AND JANUARY 31, 2015

Activity	Fiscal Year 2016	Fiscal Year 2015
Purchase Orders / Requisitions Processed	206	216
City Store Requisitions Processed	16	13
Sealed Bids Requested	2	4
Requests for Proposals	1	0
Bids Awarded	1	3
Requests for Proposals Awarded	0	0
Contracts Prepared	1	2
Electronic Auction	0	0
Fixed Assets Purchases	3	6
40'x40' Building - Fire Dept. Bus Barn		
SW Pipe Rehab-Beechwood		
SW Pipe Rehab-Coventry		

CITY OF PEACHTREE CITY
 DONATIONS RECEIVED
 JANUARY 2016

2 AED Units - Fire Dept.	Fayette Senior Services	1,500.00
Cert Donation	Brandons Package	1,000.00
Drake Field Donation	Fayette County Commission	25,000.00
TOTAL MONTH OF JANUARY 2016		\$ 27,500.00

**CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2016
PAID AS OF January, 2016**

Litigation Services (100-1505-579130)

Vendor	Month Paid	Project	Amount
--------	------------	---------	--------

GIRMA	October	Vehicle Accident	57.22
GIRMA	October	EEOC Claim	220.20
GIRMA	October	Water Damage	5,500.00
GIRMA	October	Water Damage	22,000.00
GIRMA	October	Vehicle Accident	820.94
GIRMA	October	Vehicle Accident	277.90
GIRMA	December	EEOC Claim	7,868.85
GIRMA	December	Vehicle Accident	1,847.80
			<u>38,592.91</u>
			\$

SMITH, WELCH, WEBB	January	Ethics	1,883.70
			<u>1,883.70</u>
			\$

SUMNER/MEEKER	November	Vehicle Accident	1,347.60
SUMNER/MEEKER	November	EEOC Claim	2,222.15
SUMNER/MEEKER	November	Mrosek	120.00
SUMNER/MEEKER	November	Pathways	360.00
SUMNER/MEEKER	November	Robinson Rd	2,400.00
SUMNER/MEEKER	December	EEOC Claim	5,239.40
SUMNER/MEEKER	December	Mrosek	225.00
SUMNER/MEEKER	December	Pathways	495.00
SUMNER/MEEKER	December	Robinson Rd	2,935.20
SUMNER/MEEKER	January	EEOC Claim	4,142.90
SUMNER/MEEKER	January	Accident	1,290.00
SUMNER/MEEKER	January	Pathways	375.00
SUMNER/MEEKER	January	Robinson Rd	990.00
			<u>22,142.25</u>
			\$

Total Litigation Services to Date	\$	62,618.86
--	-----------	------------------

December FY2016 Litigation Expenses (100-1505-579130) \$ 8,681.60

Integrated Science & Eng.	October	Lake Peachtree Dam	425.00
Sumner/Meeker	November	Lake Peachtree Dam	450.00
Sumner/Meeker	December	Lake Peachtree Dam	720.00
Sumner/Meeker	January	Lake Peachtree Dam	90.00
Smith, Welch, Webb	November	Lake Peachtree Dam	1,937.80
			<u>425.00</u>
			\$

Total Lake Peachtree Dam Legal Fees	\$	3,622.80
--	-----------	-----------------

December FY2016 Litigation Expenses for Lake Peachtree \$ 90.00

**FY2016 MONTHLY REPORT
LIBRARY**

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2016 YEAR-TO-DATE	FY2015 YEAR-TO-DATE
Items - Acquired	Num.	285	398	352	330									1,365	1,572
Items - Circulated	Num.	31,203	27,473	25,271	26,459									110,406	117,574
Items - Loaned to Other Libraries	Num.	1,207	955	1,092	1,238									4,492	4,696
Items - Borrowed From Other Libraries	Num.	1,804	1,308	1,837	1,613									6,562	6,264
Class Visits	Num.	1	2	0	3									6	6
Group Meetings	Num.	33	43	33	43									152	116
Monthly Traffic	Num.	17,950	13,880	12,931	16,539									61,300	71,993
Children's Programs	Num.	28	21	19	18									86	86
Number of Participants	Num.	1,134	492	481	383									2,490	2,486
Adult Programs	Num.	3	11	2	3									19	18
Number of Participants	Num.	27	65	16	57									165	632
Revenue from Overdue Books	Dis.	3,574	3,669	2,630	3,700									13,573	13,772
Revenue from Copies Made	Dis.	716	565	467	486									2,234	1857
Reference Assistance	Num.	1,355	965	873	1,443									4,636	4,616
Exams Proctored	Num.	30	14	25	7									76	81
Revenue from Proctoring	Dis.	390	200	350	130									1,070	1130
Internet Usage	Num.	2,054	1,708	1,558	798									6,118	7,144
Volunteers	Num.	40	46	41	55									182	147
Number of Hours Worked	Num.	263	258	265	331									1,117	1074
Digital Downloads	Num.	2,164	2,031	2,155	2,140									8,490	6,596
Electronic Reference Access (Excluding GALILEO)	Num.	123	98	95	447									763	545

Notes: Huge jump in use of Electronic Reference during January, thanks to "In Context" databases and staff promotions. We expect this number to grow as we've recently added access to ReferenceUSA. "In My Element" photo pin-up show March 18th-April 30th sponsored by Fayette County Art Collective. Antique appraisal program on March 19th. First Financial Literacy workshop scheduled for March 22nd. All programs are free and open to the public. Details on library web site.

PEACHTREE CITY POLICE DEPARTMENT**2016 MONTHLY REPORT**

2016

2015

Calendar Year to Date

Calendar Year to Date

January 2016 December 2015

PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Burglary, Motor Vehicle Theft, Theft (Shoplifting, Entering Auto, & Theft)

<u>TOTAL PART I CRIMES</u>	37	25	37	38
-----------------------------------	----	----	----	----

<u>DUI ARRESTS</u>	16	19	16	11
---------------------------	----	----	----	----

DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other

TOTAL DRUG ARRESTS	8	21	8	9
---------------------------	---	----	---	---

OTHER ARRESTS

PROPERTY CRIMES	8	8	8	7
PERSON CRIMES	10	5	10	6
TRAFFIC OFFENSES	25	27	25	17
OTHER	25	17	25	15

<u>CALLS FOR SERVICE</u>	4,444	4,500
---------------------------------	-------	-------

TRAFFIC

CITATIONS ISSUED	666	678
CITY ORDINANCES	29	18
WARNINGS	542	764
ROADWAY CRASHES	57	79

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

January-16

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
Wende Blumberg, Chairperson Hotel/Motel 01/01/15-12/31/15	10	10	9	1	4/15/2015	90%
Eric Snell, Recreation and Special Events Advisory Board Rep. 01/01/15 - 12/31/16	11	11	9	2	2/18/2015 4/15/2015	82%
Sherri Smith Brown Business Owner 01/01/14-12/31/15	10	10	9	1	03/18/15	90%
Jonathan Fralick Recreation Venue 1/1/2015 - 12/13/16	11	11	9	2	6/24/2015, 11/18/2015	82%
Mike King Council 01/01/15-12/31/15	11	11	7	4	01/21/2015 05/20/2015 06/24/2015 08/19/2015	64%
Hope Macaluso, Secretary/Treasurer Airport Authority 01/01/14-12/31/15	11	11	11	0		100%
Rick Barnes Vice Chairperson Retail 01/01/14-12/31/15	10	10	9	1	8/19/2015	90%
Vendo Toming, Business Owner 02/06/15 - 12/31/16	11	10	8	2	2/18/2015 06/24/2015	80%
Mike Regli Hotel/Motel Alternate 01/01/15-12/31/16	11	11	9	2	2/18/2015 09/16/2015	82%

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

Term of Appointment

January 2016

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
Jack Bernard 10/01/15 - 09/30/18	14	4	4	0		100%
David Conner 10/07/10 - 09/30/16	14	14	14	0		100%
Aaron Daily 10/1/14 - 09/30/17	14	14	12	2	4/13/2015 7/13/2015	86%
Frank Destadio Chairman 04/21/11 - 09/30/18	14	14	11	3	6/1/2015 9/14/2015 1/25/2016	79%
Lynda Wojcik Vice Chairman 02/23/09 - 09/30/16	14	14	13	1	3/9/2015	93%
JT Rabun Alternate 10/01/15 - 09/30/16	14	4	3	1	1/11/2016	75%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan Rorie, City Manager 

FROM: Janet L. Moon, Chief of Police 

DATE: February 12, 2016

SUBJECT: Consider Ordinance Amendment – 2-214. Qualifications of police officers -
February 18, 2016, City Council Meeting

Recommendation:

That Council consider the attached ordinance amendment related to 2-214. Qualifications of police officers.

Discussion:

Peachtree City's current City Ordinance governing the qualifications for a Police Officer was created in 1980. Since the creation of that ordinance, the qualifications for a Police Officer have been significantly revised. The current ordinance is not in accordance with state law.

The proposed amendment would simply reference the governing Official Code of Georgia Annotated (OCGA) 35-8-8 requirements for appointment or certification of persons as peace officers, so as not to conflict with Georgia State Law.

Budget Impact:

This item should have no budgetary impact.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR THE QUALIFICATIONS OF POLICE OFFICERS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Chapter 2, Administration, Article IV, Departments, Division 4. Police Department, is hereby amended by amending Section 2-214 to read and to be codified as follows:

Sec. 2-214. - Qualifications of police officers.

Each person employed as a police officer shall possess the following qualifications:

- ~~(1) Be a person of good moral character and at least 20 years of age on the date of employment; meet the requirements as set forth in Section 35-8-8 of the O.C.G.A.~~
- ~~(2) Be a graduate of an accredited high school, or have obtained a GED.~~
- ~~(3) Be in excellent physical condition.~~
- ~~(4) Within six months after appointment, have completed a course of study offered by the state police academy and be certified as a police officer.~~

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 _____ 2016.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: February 12, 2016

SUBJECT: Ordinance Amendment – Health and Sanitation Ordinance (Board of Health Fees)
February 18, 2016, City Council Meeting

Recommendation:

That Council consider the attached amendment to Peachtree City's Health and Sanitation Ordinance related to Board of Health Fees.

Discussion:

Peachtree City's Health and Sanitation Ordinance adopts the Rules and Regulations of the Fayette County Board of Health and assigns primary enforcement of those rules to that agency. The Fayette County BOH has requested the attached ordinance amendment to assist in the more timely collection of annual fees from area businesses (such as restaurants). Currently, the department is only authorized to issue written notice of late or unpaid fees, and must request that the State Board of Health suspend any permits for non-payment.

The proposed ordinance would allow enforcement at the local level in the local courts. The ordinance was unanimously approved by the Fayette County Board of Commissioners on December 12, 2015. Similar adoption is required in the municipalities for enforcement within each jurisdiction.

Robert Kurbes, Environmental Health Manager for Fayette County, will be present to answer any questions.

Budget Impact:

This item should have no budgetary impact.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR THE PAYMENT OF BOARD OF HEALTH FEES; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Chapter 42, Health and Sanitation, Article 1, is hereby amended by adding a new Section 42-4 to read and to be codified as follows:

Sec. 42-4. Payment of fees.

- (a) The Board of Health of Fayette County shall adopt a schedule of fees for the enforcement of the regulations contained in this Chapter. It shall be a violation of this Chapter for any person, corporation, or other entity to fail to pay a service, inspection, and/or permit fee required by said schedule of fees at the time the permit is issued or the fee is due. In the case of an annual service, permit, or inspection fee, it shall be a violation of this Chapter for any person, corporation, or other entity to fail to pay such fee on or before the day the fee is due.
- (b) Any violation of this section may be prosecuted in the same manner as all other Board of Health Regulations are prosecuted and, upon conviction, may be punishable according to the provisions of Section 1-11 of this Code of Ordinances.
- (c) The Director of Environmental Services for the Fayette County Health Department may also, after giving fourteen (14) days written notice of intention to do so, revoke any permit issued pursuant to Board of Health Regulations. Holders of revoked permits may appeal their revocation to the Board of Health by filing written notice of their intention to do so in writing within ten (10) days after the decision of the Director of Environmental Services.

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 _____ 2016.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *[Signature]*
Financial Services Director *[Signature]*
Assistant Finance Director *[Signature]*

FROM: Purchasing Agent *[Signature]*

DATE: February 12, 2016

SUBJECT: Ordinance Amendment – Collaborative / Cooperative Purchasing
February 18, 2016 City Council Meeting

Recommendation:

That Council approve the attached ordinance amendment.

Discussion:

The City is authorized and will occasionally use state contract pricing. However, there are other cooperative purchasing agreements that become available on a daily basis. The ability to participate in Cooperative Procurement Agreements would allow the City to partner with one or more public bodies or agencies of the United States for the purpose of combining requirements to increase efficiency or reduce administrative expenses. The City Attorney has advised that although OCGA 36-69A allows the City to participate in cooperative procurement agreements, it also requires Council approval to proceed.

The City's purchasing staff belongs to two professional organizations; locally there is GPAG - Georgia Procurement Association of Georgia and nationally NIGP - National Institute of Governmental Purchasing. Currently twenty-two cooperative purchasing programs are listed on the NIGP website. NIGP is in the process of accrediting cooperative purchasing programs.

Of the programs that staff has reviewed, each program, by service or commodity, provides the actual bid documents used as well as all supporting documentation. Each has a unique contract number associated with the award. Staff would use such programs only when to the City's advantage and only after staff has reviewed the supporting documentation provided by the program and is satisfied it meets the City's purchasing standards.

The proposed amendment retains the existing collaborative purchasing agreement in place among the governmental entities in Fayette County.

Budget Impact:

This item offers additional opportunities for savings in making purchases for the City.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR COLLABORATIVE / COOPERATIVE PURCHASING; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Chapter 34, Finance, Article II, Fiscal Control, Division 4, Purchasing Procedures, Section 34-123, is hereby further amended to read and to be codified as follows:

Sec. 34-123. - Collaborative / cooperative purchasing.

The purchasing agent may elect to purchase products or services through the collaborative/cooperative purchasing process ~~authorized by the intergovernmental agreement signed by all governing entities in the county and effective on March 1, 1998, by O.C.G.A. 36069A.~~ This process provides discounting through combining the purchasing power of local entities to achieve economies of scale associated with this type of relationship.

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 _____ 2016.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

STAFF REPORT

CITY COUNCIL

TO: Mayor and Council Members

VIA: Jon Rorie City Manager
Mike Warrix Planning and Development Director

FROM: David Rast Senior Planner

DATE: February 11, 2016

SUBJECT: Consider permanent easement for AT&T switching station
(106 Petrol PT)
February 18, 2016 City Council Agenda

Recommendation:

That Council authorize the Mayor to sign the Deed of Easement between the City of Peachtree City and Bellsouth Telecommunications, LLC, d/b/a AT&T Georgia for the property located at 106 Petrol Point.

Discussion:

On November 19, 2015, representatives from AT&T requested a permanent easement on city-owned property. The easement would extend from Stevens Entry to the rear of the existing building. A circular gravel drive would be constructed within the easement to provide access to utility manholes and other mechanical equipment located behind the facility.

Staff met with the Applicant on December 10, 2015 to field-locate the location of the gravel drive and the limits of the easement. We also examined existing vegetation within the area to determine what could remain and what should be removed. Based on these observations, the majority of the vegetation within the easement will be removed. To compensate for this vegetation, the Applicant has agreed to construct a berm within the center portion of the circular drive and install three 'Little Gem' Magnolias (min. 6' in height) and five Wax Myrtle shrubs (min. 7 gallon). The entire disturbed area would be covered with shredded hardwood mulch.

Budget Impact:

There are no budget impacts associated with this request.

Attachments

After recording, return to:

**Theodore P. Meeker, III
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263**

**STATE OF GEORGIA
COUNTY OF FAYETTE**

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 18th day of February in the year 2016, between The City of Peachtree City, a political subdivision of the State of Georgia, as parties of the first part, hereinafter referred to collectively as "GRANTOR", and Bellsouth Telecommunications, LLC, d/b/a AT&T Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain property described consisting of approximately 0.78 acres in area as shown on the plat of the property titled "Easement Exhibit of 106 Petrol Point for Petrol Point Center Office", prepared by GeoSurvey, Ltd., dated 01/09/2016, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description included within Exhibit "A".

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to remove existing vegetation, install and maintain a gravel drive to provide access to existing service manholes and associated electrical components associated with the Grantee's property, over, and across the subject property. The permanent easement herein granted shall be perpetual in duration.

In further consideration for the granting of this Easement, the Grantee shall:

- Mound and shape soil within the cleared area between the circular gravel drive and the property line to establish a berm of no less than two (2) feet in height as measured from finish grade.
- Install three (3) 'Little Gem' Magnolia trees (min. 6' height) and five (5) Wax Myrtle shrubs (min. 7 gallon) on the berm.
- Cover all disturbed areas associated with the construction of the gravel drive and all planted areas with no less than 3" of shredded bark mulch.

The Grantor shall assume no liability for injuries or damages to users of the sanitary sewer easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

In exchange for the rights conveyed herein, Grantee shall indemnify the Grantor for any and all claims which arise from the use of said easement by Grantee or its agents and assigns.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals or, if corporate, has caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

Signed, Sealed and Delivered

_____ (L.S.)
this ____ day of _____,

20____, in the presence of:

_____ (L.S.)

Witness

Notary Public

My Commission Expires:

LEGEND

STANDARD ABBREVIATIONS	STANDARD SYMBOLS
ALC ALLOY	POWER POLE
CMF CORRUGATED METAL PIPE	GUY WIRE
CMF CORRUGATED METAL FND	POWER LINE
CO SANITARY CLEANOUT	LIGHT POLE
CTP COMMUNICATIONS TUB	ELECTRIC TRANSFORMER
DIP DROP INLET	GAS VALVE
DIP DOUBLE WING CATCH BASIN	WATER VALVE
FNC FENCE	WATER METER
JB JUNCTION BOX	FIRE HYDRANT
MH MANHOLE	PHOTO POSITION INDICATOR
OTF OPEN TOP PIPE	TREE POSITION INDICATOR
PM POWER METER	
POB POINT OF BEGINNING	
POC POINT OF COMMENCING	
RCP REINFORCED CONCRETE PIPE	
RBR REINFORCED CONCRETE BAR	
RES 5/8" RBR SET	
SS SAND	
CS CATCH BASIN	

GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT NOT BE SHOWN HEREON.

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON BEARINGS AS SHOWN ON THAT EXHIBIT FOR A1&T PREPARED BY EXP U.S. SERVICES INC.

THE SITE IS ZONED "GC" (GENERAL COMMERCIAL DISTRICT).

THE MINIMUM YARD SETBACKS ARE: FRONT - 40 FEET BUILDING AND 20' FOR PARKING, SIDE - 15 FEET, AND REAR - 30 FEET.

PLEASE NOTE, ZONING AND SETBACKS SHOULD BE CONFIRMED AND VERIFIED BY PLANNING AND ZONING PRIOR TO DESIGN OR CONSTRUCTION ACTIVITIES.

PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 94 of the 7th District, Fayette County, Georgia, and being more particularly described as follows:

COMMENCING at a concrete monument found on the north side of the mitered intersection of the southerly right of way of GA. Highway 54 having a variable right of way and the easterly right of way line of Stevens Entry having a 60' right of way and thence leaving said right of way and run South 19 degrees 18 minutes 14 seconds East a distance of 252.41 feet to a point of beginning; thence run South 19 degrees 18 minutes 14 seconds East a distance of 80.00 feet to a point thence run South 70 degrees 40 minutes 42 seconds West a distance of 42.57 feet to a point on the easterly right of way of Stevens Entry; thence run along said right of way line North 19 degrees 19 minutes 18 seconds West a distance of 80.00 feet to a point; thence leaving said right of way and run North 70 degrees 40 minutes 42 seconds East a distance of 42.60 feet to a point and the POINT OF BEGINNING.

Said tract of land contains 0.078 Acres

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 22,179, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. A TOPCON 8005 ROBOTIC TOTAL STATION AND TDS RANGER DATA COLLECTOR WERE USED TO COLLECT THIS FIELD DATA.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 150,749 FEET. CAL INIT

EASEMENT EXHIBIT OF

106 Petrol Point
AT & T

FOR

Petrol Point Center Office

CS JOB NO:	2015	DRAWING SCALE: 1"= 30'	SURVEY DATE: 01/09/2016
FIELD WORK:	CAJ	STATE: Georgia	REVISIONS
PROJ MGR:	CAJ	COUNTY: Fayette	No. Date Description
REVISED:	CAJ	LAND LOT: 94	
DWG FILE:	2015.dwg	DISTRICT: 7th	



Land Surveying • 3D Laser Scanning

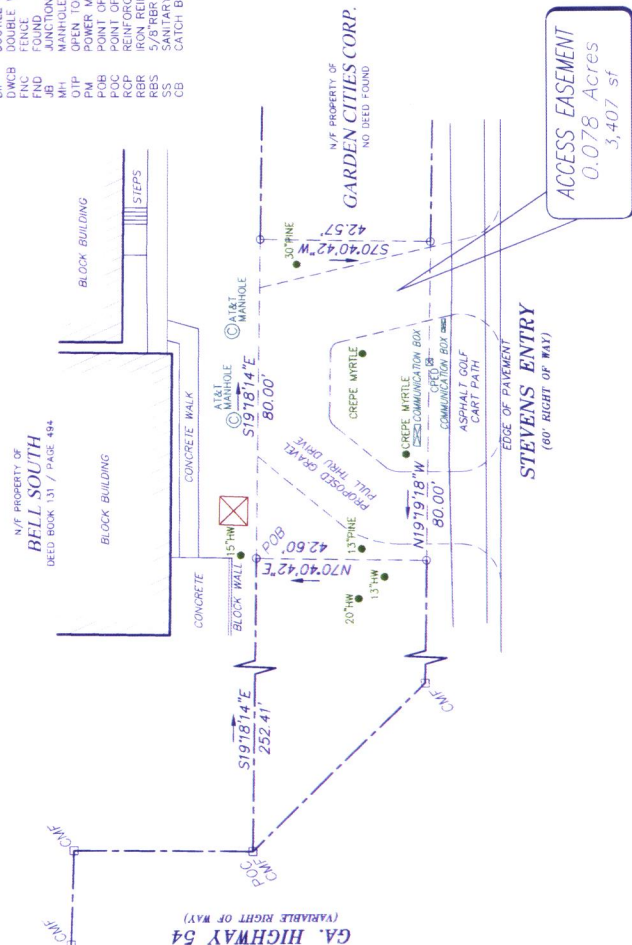
1660 Barnes Mill Road
Marietta, Georgia 30062

Phone: (770) 795-9900
Fax: (770) 795-8880

www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621



GRAPHIC SCALE



EXCERPT FROM APPROVED MEETING MINUTES

City Council of Peachtree City November 19, 2015

11-15-12 Consider Access Easement for AT&T Switching (106 Petrol Point)

Rast addressed Council, saying that AT&T had requested a permanent access easement for a gravel driveway on City-owned property for the purpose of providing access to utility manholes and other mechanical equipment located at the rear of their facility on Petrol Point. There were utility manholes, junction boxes, and other equipment at the location. The proposed circular drive located within the City's 50-foot wide greenbelt would allow service vehicles to park while equipment was being serviced. Several similar easements had been granted over the years. Rast said staff would meet with AT&T regarding the removal of some small trees in the greenbelt and to ensure there was adequate sight distance at the driveway location.

Imker asked what the square footage of the easement would be, asking if it was less than 5,000 square feet. Rast said it should be, adding the area would be surveyed once a site was selected.

Imker asked if there would be any new landscaping. Rast said staff had discussed it with AT&T. The intent was to screen the area as much as possible. They had also discussed minimal disturbance in the greenbelt and adding vegetation to hide the gravel road. Imker said he wanted landscaping to be a requirement. Rast said that requirement would be put into the easement document once the exact limits of the easement were determined.

Learnard moved to approve the access easement for AT&T switching. Ernst seconded. Motion carried unanimously.

STAFF REPORT

CITY COUNCIL

TO: Mayor and Council Members

VIA: Jon Rorie City Manager
Mike Warrix Planning and Development Director

FROM: David Rast Senior Planner

DATE: February 11, 2016

SUBJECT: Consider Step One annexation request
Starr's Mill Academy (6.7-acres)
1361 South Highway 74
(Parcel No. 0603 016)
February 18, 2016 City Council Agenda

Recommendation:

That City Council determine whether or not the Step One annexation application as it relates to the 6.71-acre Starrs Mill Academy tract should proceed through formal annexation and zoning process.

Annexation Review Process - background information:

The city's Annexation Review Process was adopted August 5, 2004 and identifies a two-step annexation process. A developer must first present their request to City Council so a determination can be made whether or not the proposed request should proceed through the formal annexation and zoning process.

Step One is intended to provide a general overview of the proposed annexation and identifies how the annexation and zoning may or may not be compatible with the established goals and objectives within the city's comprehensive plan.

Step Two requires the submittal of additional and detailed information pertaining to the impacts of the annexation and subsequent development of the property. A recommendation that an annexation request continues through the review process in no way implies that City Council will ultimately approve the property for annexation.

The ordinance prohibits Staff from taking formal action or making any recommendations until such time the mayor and city council vote to accept an application for consideration. However, this restriction does not apply to an application for annexation initiated by City Council, the Planning Commission and/or the Planning and Development Department.

Consider Step One annexation application – Starrs Mill Academy

February 11, 2016

Page 2

Overview:

Starr's Mill Academy Pre School and Child Care, Inc. ("Applicant") owns a 6.71-acre tract of land immediately south of and adjoining the city limits of Peachtree City. The property is located within unincorporated Fayette County and is zoned A-R Agricultural Residential and designated as OFF Office on the Fayette County Future Land Use Plan. A day care/ school is permitted as a Conditional Use within the A-R zoning district.

The Applicant desires to annex the property into the city limits of Peachtree City and zone the property for office use.

The subject tract extends approximately 450 LF along Highway 74. A single driveway provides access to the property at a signalized intersection across from the entrance to the Starr's Mill school complex. There are no internal connections to the Brechin Park subdivision (unincorporated Fayette County) or The Gates subdivision (Peachtree City).

As a part of the final plat for The Gates subdivision, a 50' easement will be dedicated to the city that will interconnect the subdivision to the subject tract. During the annexation process for The Gates, it was envisioned the day care facility may want to connect to the sanitary sewer as well as construct a connection to the multi-use path system in the future.

Budget impact:

Budget impacts associated with the proposed annexation would be analyzed as a part of the Step Two annexation application.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 

DATE: February 12, 2016

SUBJECT: Consider Contract with NuLink
February 18, 2016, City Council Meeting

Recommendation

Approve the attached contract with NuLink for the provision of internet and dark fiber lease services, in the amount of \$92,520 per year (\$22,200 for internet services and \$70,320 for dark fiber lease).

Discussion:

At the last City Council meeting, Council decided to continue the agenda item of financing a municipal broadband network and also approved a Memorandum of Understanding (MOU) with our current fiber-optic service provider, NuLink, in regard to developing a contract for the provision of internet and dark fiber lease services. With the assistance of our communications consultant, Allen Davis, staff worked with NuLink in developing the attached contract in accordance with the terms outlined in the MOU. The City Attorney has also reviewed the contract.

The contract pricing is the same for each of the first five years of service. However, penalties would apply if the city were to decide not to renew the contract before completing five full years of service. The penalties would be commensurate with the agreed upon monthly charges times the number of months remaining in the initial 60-month term of service. The contract would need to be renegotiated after the 60-month term, or other arrangements be made for these services if the city wishes to continue with them.

Budget Impact

Sufficient funds are included in the FY 2016 budget to cover the expenses defined in the agreement.

NULINK COMMERCIAL INTERNET AND DARK FIBER AGREEMENT

Summary Page

The provisions and defined terms on this Summary Page are incorporated into the Commercial Internet and Dark Fiber Agreement ("Agreement").

Parties: HC Cable OpCo, LLC d/b/a NuLink ("NuLink")
Attn: Daniel Shoemaker
70B Sewell Rd
Newnan, GA 30263
Fax: (770) 683-1903

City of Peachtree City ("City")
Peachtree City, City Hall
151 Willowbend Road
Peachtree City, GA 30269
Fax: 770-631-2505

Premises: Properties ("Premises") located at:

- a. Peachtree City, City Hall
151 Willowbend Road
Peachtree City, GA 30269
- b. City Fire Leach Station 81
110 Paschall Road
Peachtree City, GA 30269
- c. City Fire Neely Station 82
105 N. Peachtree Parkway
Peachtree City, GA 30269
- d. City Fire Weber Station 83
481 S. Peachtree Parkway
Peachtree City, GA 30269
- e. City Fire Satterthwaite Station 84
451 Crabapple Lane
Peachtree City, GA 30269
- f. City Police Station
350 South Highway 74
Peachtree City, GA 30269

- g. Glenloch Recreation Center
601 Stevens Entry
Peachtree City, GA 30269
- h. Frederick Brown, Jr. Amphitheater
201 McIntosh Trail
Peachtree City, GA 30269
- i. Peachtree City Public Works
209 McIntosh Trail
Peachtree City, GA 30269
- j. Kedron Fieldhouse and Aquatic Center
202 Fieldhouse Drive
Peachtree City, GA 30269
- k. McIntosh Place
191 McIntosh Trail
Peachtree City, GA 30269
- l. Peachtree City Public Works
Maintenance Facility (adjacent to WASA)
1127 Highway 74 South
Peachtree City, GA 30269

City Point of Contact ("City POC"):

Name:
Telephone:
Fax:

Effective Agreement Date: _____, 2016

Pricing: See SCHEDULE A

Service Description: See SCHEDULE B

Term(s):

The Initial Term shall begin on the Effective Agreement Date and shall continue for a period of sixty (60) months (Initial Term) subject to automatic annual renewals during the Initial Term in compliance with O.C.G.A Section 36-60-13. Consistent with O.G.C.A. Section 36.60.13 the Agreement will automatically renew at the end of each calendar year during the Initial Term unless the City gives notice of non-renewal

upon at least sixty (60) days' written notice prior to the end of the calendar year, subject
to Early Termination Fees

SCHEDULE A

PRICING

I. Monthly Recurring Charges:

Internet Access Service: \$1,850.00

Dark Fiber Service: \$5,860.00

SCHEDULE B
SERVICE DESCRIPTION

A. Definitions. As used herein:

1. "Fiber Optic Facilities" means a certain fiber optic cable composed of at least two (2) Strands of optical fiber which cable is owned or leased by NuLink and buried underground or attached to poles.
2. "Strands" means individual single mode fiber optic Strands within the Fiber Optic Facilities.
3. "Dark Fiber" means one or more Strands subject to this Agreement through which an associated light, signal or light communication transmission must be provided to furnish service.
4. "City Strands" means the Strands as designated by NuLink, of Dark Fiber, in which City is granted use by this Agreement in the Fiber Optic Facilities.

B. Dark Fiber

HC Cable OpCo, LLC d/b/a NuLink ("NuLink") shall provide and maintain, consistent with Exhibit 2, eleven pair of fiber optic Strands of Dark Fiber to the City of Peachtree City, Georgia (the "City"). Each pair shall originate at point a. below and terminate at one of the locations b. through l. below to support interconnectivity and broadband Internet services to the following City locations:

- a. Peachtree City, City Hall
151 Willowbend Road
Peachtree City, GA 30269
- b. City Fire Leach Station 81
110 Paschall Road
Peachtree City, GA 30269
- c. City Fire Neely Station 82
105 N. Peachtree Parkway
Peachtree City, GA 30269
- d. City Fire Weber Station 83
481 S. Peachtree Parkway
Peachtree City, GA 30269

- e. City Fire Satterthwaite Station 84
451 Crabapple Lane
Peachtree City, GA 30269
- f. City Police Station
350 South Highway 74
Peachtree City, GA 30269
- g. Glenloch Recreation Center
601 Stevens Entry
Peachtree City, GA 30269
- h. Frederick Brown, Jr. Amphitheater
201 McIntosh Trail
Peachtree City, GA 30269
- i. Peachtree City Public Works
209 McIntosh Trail
Peachtree City, GA 30269
- j. Kedron Fieldhouse and Aquatic Center
202 Fieldhouse Drive
Peachtree City, GA 30269
- k. McIntosh Place
191 McIntosh Trail
Peachtree City, GA 30269
- l. Peachtree City Public Works
Maintenance Facility (adjacent to WASA)
1127 Highway 74 South
Peachtree City, GA 30269

C. Internet Access Capacity

- 1. NuLink shall provide 1.5 GB of unfiltered and unmanaged Internet access capacity to City Hall at 151 Willowbend Road, Peachtree City, GA 30269. City may increase the capacity of its Internet Access Service at any time upon sixty (60) days' notice with the charges for the additional capacity being comparable to the then Monthly Recurring Rate for the current capacity.
- 2. IP addresses provided by NuLink shall not change.

D. Terminating Equipment

1. NuLink shall own, provide and maintain a 24 port 3650 Cisco Switch (Cisco Model Number WS-C3650-24TD-S, as specified by City) with a 10 GB Fiber handoff for the Internet connection at City Hall.
2. NuLink shall connectorize each end of the Dark Fiber Strands and shall provide SC/APC receptacles to which the City can make their connections. Locations for such receptacles are currently established at locations except locations (d) and (g) above. If City desires to relocate these receptacles inside each of their respective buildings, City shall reimburse NuLink for time and materials needed to facilitate such moves.
3. The City shall provide and maintain all fiber terminating and network equipment at its locations. City shall be responsible for selecting, ordering, deploying, managing, and maintaining any fiber terminating equipment ("City Fiber Terminating Equipment"), including attaching and activating City Strands to City Fiber Terminating Equipment.

NULINK, LLC
Commercial Internet and Dark Fiber Agreement

The following terms and conditions of the Commercial Internet and Dark Fiber Agreement (the "Agreement") govern the relationship between the City of Peachtree City ("City" or "Customer") and HC Cable OpCo, LLC d/b/a NuLink ("NuLink," "we," "us" or "our"). Each data, Internet access, provision of City Strands between Premises or other service, provided by NuLink is a "Service," and, collectively, are the "Services." The Services are also subject to Exhibit 1 of this Agreement, the "Service Level Agreements".

City's signature on this Agreement and/or use of the Services constitutes City's agreement to the terms and conditions set forth herein.

1. Subscription and Payment. City is subscribing to Services as set forth in this Agreement, including the Schedules (A and B) and Exhibits (1 and 2) which are incorporated herein by reference. Monthly charges for Services shall begin upon installation and activation of Services. ("Effective Billing Date"). City agrees to pay the monthly service fees and related charges as described below for the Services.

2. Payment. City agrees to pay for all Services provided to City by NuLink as provided in Schedule A and all applicable local, state or federal fees, taxes, surcharges and other fees that are imposed or permitted by governmental or quasi-governmental bodies for the sale, installation, use or provision of the Service or Equipment. Monthly recurring charges and non-recurring charges are billed in advance. All charges are due upon receipt of bill or by date specified on the billing statement for each period and shall be paid within thirty (30) days. City understands that NuLink may impose an administrative late fee for each month's charges not paid when due. If City intends to dispute a charge or request a billing credit, City must contact NuLink within thirty (30) days of the date of the bill; otherwise, such dispute or credit is waived. Any restrictive endorsements (such as "paid in full"), releases or other statements on or accompanying checks or other payments accepted by NuLink shall have no legal effect.

3. Additional Fees. In addition to City's monthly recurring charges and any administrative fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. If City requests the movement of the Dark Fiber or City Strands after installation, including movement from one location to another on the same Premise, additional charges may apply on a time and material basis. Early cancellation fees or any other fees may automatically be charged to City's account and City's credit or debit card provided to NuLink.

4. Additional Strands. In the event that City desires to obtain additional Strands of Dark Fiber in the same or different Fiber Optic Facilities other than as set forth in Schedule B, City may submit such a request to NuLink and NuLink may, at NuLink's sole discretion, make such additional Strands available to City at mutually acceptable rates and terms. Other than the fees or charges or the length of the term, the terms and conditions of the purchase of the additional Dark Fiber will be subject to the terms and conditions set forth in this Agreement

5. Ownership of Equipment and Strands. "Equipment" includes all Equipment installed in or on City's premises by NuLink or leased to City for the Services under this or another Agreement or order between NuLink and City. The Equipment shall remain NuLink's sole and exclusive property. Equipment shall not include City Fiber Terminating Equipment.

Legal title to City Strands shall at all times be vested in NuLink. Neither the provision by NuLink or the use of City Strands by City hereunder, nor the payments by City contemplated hereby, shall create or vest in City any easement, interest, or any other ownership or property right of any nature in City Strands, except as stated in Schedule B hereof. City shall not grant any security interest in the City Strands or any part or component thereof, without obtaining the prior written consent of NuLink, which consent will not be unreasonably withheld, conditioned or delayed.

NuLink may use or permit the use of the Fiber Optic Facilities and the telecommunications capacity thereof for any lawful purpose. Nothing in this Agreement shall be construed or interpreted to prohibit NuLink from leasing or licensing the Fiber Optic Facilities or otherwise providing capacity to others or from installing additional fibers or capacity, including without limitation, fiber optic capacity, within the Fiber Optic Facilities (other than City Strands during the term of this Agreement) or to prohibit NuLink from operating such Fiber Optic Facilities (alone or in combination with others) in competition with City or others.

6. Tampering/Misuse/Lost/Stolen. City shall not alter, misuse, repair, or in any manner tamper with the Equipment or remove from the Equipment any markings or labels. Equipment cannot be removed by City from the City's Premise installed and used in another location without NuLink's written approval. City is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in City's possession, City shall be liable for the cost of repair or replacement of the Equipment.

7. City Responsibilities. City is responsible for arranging all necessary rights of access for NuLink within the Premises including space for cables, conduits, and equipment as necessary for NuLink employees and agents to install, repair, inspect, maintain, replace or remove any and all facilities, including Fiber Optic Facilities containing City Strands, and equipment provided by NuLink. City grants NuLink, its' employees and agents the right of access to rights-of-way and a permanent easement on the Premises for installation, operation, maintenance, repair and removal of all Equipment and facilities installed under this Agreement. City shall provide a secured space with electrical power (if needed), climate control and protection against fire, vandalism, and other casualty for NuLink's Equipment. City shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between City and third parties. As a material condition to this Agreement City agrees that the Internet Access Service and Dark Fiber shall be for the exclusive use of the City and the City shall not resell or lease or otherwise provide capacity or access to any other person or entity. If City distributes, downloads or makes available any copyrighted material through any of the Services provided under this Agreement, the City, and not NuLink, shall be responsible for obtaining any necessary rights or licenses and is responsible for compliance with any applicable licenses or copyrights.

8. Default. If City fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then NuLink, at its discretion, may elect to pursue one or more of the following courses of action upon no less than ten (10) days prior notification for failure to make payment and thirty (30) days prior notification to City otherwise: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities. If City has not paid amounts due within thirty (30) days of the due date, and NuLink uses the services of a collection agency and/or attorney to collect amounts due, City agrees to pay to NuLink, in addition to other amounts due, all reasonable agency and attorneys' fees that NuLink incurs as a result of collecting the amount due, including without limitation, court costs.

Upon termination of Service for any reason, City agrees to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to NuLink. If City fails to return any Equipment, City shall pay NuLink the replacement cost of the Equipment.

9. Changes in Equipment. NuLink may change Equipment, provided that it does not detrimentally affect the Services being provided and is of equal or better specified performance and capability.

10. Service and Repairs. NuLink will repair damage to Equipment, or interruption of Internet Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by misuse, insect infestation, spillage, vandalism or neglect is City's sole responsibility and City must pay NuLink for the cost of repair or replacement.

NuLink or its agent shall perform all maintenance and repair of the City Fibers at its own cost and expense. NuLink will maintain the City Fibers consistent with industry standards and repairs shall be made in a workmanlike manner consistent with industry standards. NuLink will provide notice of any scheduled maintenance and shall attempt to perform all scheduled maintenance on the weekdays between the hours of midnight to 6:00 a.m., local time. City shall cooperate with and assist, as may be reasonably required, NuLink in performing said maintenance of the City Fibers.

In the event of service outages, NuLink or its agent agree to use reasonable efforts to respond promptly and restore City Strands within the parameters of the specifications in Exhibit 2; provided, however, that City shall be solely responsible, at its own expense, for restoring an outage caused by a failure of light, signal or light communication transmission or otherwise associated with City supplied equipment, including but not limited to the City Fiber Terminating Equipment. In the event of an emergency maintenance outage, City will notify NuLink and NuLink or its agent will use reasonable commercial efforts to dispatch personnel to be on-site within four (4) hours (allowing for delays caused by circumstances beyond the reasonable control of NuLink). The goal of emergency restoration splicing shall be to restore service promptly. This may require the use of some type of temporary restoration. Permanent restorations will take place after the temporary restoration is complete. City shall also be solely

responsible, at its own expense, for the operation, maintenance and repair of City Fiber Terminating Equipment and other City equipment and facilities required in connection with the use of City Strands.

NuLink or its agent shall provide City access to City Strands by cable stub taken by NuLink from the Fiber Optic Facilities and delivered to City as mutually agreed to by the parties on the Premises.

11. City's Equipment. NuLink shall have no responsibility for the operation, maintenance or repair of any equipment owned by City, including but not limited to the City Fiber Terminating Equipment.

12. Early Termination and Early Termination Fee.

- a. City may terminate the Internet Access service at the end of each calendar year upon at least sixty (60) days' written notice prior to the end of each calendar year during the Initial Term. City is liable for all Internet Access Services rendered by NuLink up to the time the Service has been de-activated and NuLink has received all NuLink Equipment and any Early Termination Fee as set forth in Paragraph 12.c below.
- b. City may terminate the Dark Fiber Service at the end of each calendar year upon at least sixty (60) days' written notice prior to the end of each calendar year during the Initial Term. City is liable for all Dark Fiber Services rendered by NuLink up to the time the Service has been de-activated and NuLink has received all NuLink Equipment and any Early Termination Fee as set forth in Paragraph 12.c below.
- c. Notwithstanding anything else in this Agreement, if City terminates prior to the end of the Initial Term, as it relates to the Internet Access Service or the Dark Fiber Service or the Agreement is terminated by NuLink due to the City's breach of this Agreement, then City shall owe and immediately pay NuLink an Early Termination Fee calculated by taking the number of months left in the Initial Term times the then current Monthly Recurring Charge for the Internet Access Service plus the number of months left in the Initial Term times the then current Monthly Recurring Charge for the Dark Fiber as applicable depending on the Service being terminated. NuLink and City agree that the Early Termination Fee is just and reasonable to compensate NuLink for the cost of installing the Equipment and facilities at the Premises and is in the form of liquidated damages, given the difficulty and uncertainty in determining actual damages, and is not a penalty. City acknowledges that NuLink would not have entered into this Agreement and made the investment in the Facilities absent the Early Termination Fee.

13. Service Interruptions. If, through no fault of the City, its employees, agents, contractors or assets, City loses Service, City is entitled to a prorated credit upon request as set forth on Exhibit 1-Service Level Agreement for the affected Service. NuLink assumes no liability for interruption of Service or alterations in data due to circumstances beyond its control, including without limitation, acts of God, third party acts, vandalism, natural disaster, fire, civil disturbance, strike or weather. NuLink assumes no liability for any substitution, discontinuation or modification of any programming

14. WARRANTIES. TO THE EXTENT PERMITTED BY GEORGIA LAW, AND EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. INTERNET ACCESS SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND NULINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. NULINK MAKES NO GUARANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OR ANY PARTICULAR SPEED OR END-TO-END THROUGHPUT OF THE CITY'S CONNECTION TO SITES ON THE INTERNET. CITY UNDERSTANDS AND AGREES THAT THE SPEED OF THE SERVICE PROVIDED AND EXPERIENCED BY CITY WILL VARY DEPENDING UPON VARIOUS FACTORS, INCLUDING: CITY'S EQUIPMENT AND WIRING, INTERNET TRAFFIC, CAPACITY LIMITATIONS, GOVERNMENTAL ACTIONS, EVENTS BEYOND NULINK'S CONTROL, AND SYSTEM FAILURES, MODIFICATIONS, UPGRADES AND REPAIRS.

15. INDEMNIFICATION. TO THE EXTENT PERMITTED BY GEORGIA LAW, CITY AGREES THAT CITY SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS NULINK AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) (COLLECTIVELY, THE "NULINK GROUP") AND SHALL REIMBURSE THE NULINK GROUP FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED IN CONNECTION WITH ANY THIRD PARTY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF CITY'S BREACH OF ANY PROVISION OF THIS AGREEMENT. NULINK AGREES THAT NULINK SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) (COLLECTIVELY, THE "CITY GROUP") AND SHALL REIMBURSE THE CITY GROUP FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED IN CONNECTION WITH ANY THIRD PARTY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF NULINK'S BREACH OF ANY PROVISION OF THIS AGREEMENT.

16. LIMITATIONS ON LIABILITY. TO THE EXTENT PERMITTED BY GEORGIA LAW, NULINK SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH

SERVICE OR INTERRUPTION OF ANY SERVICES, NOR SHALL NULINK BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NULINK SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF NULINK. UNDER NO CIRCUMSTANCES WILL NULINK BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED IN THIS PROVISION, CITY SHALL BE ENTITLED TO ANY PRORATA CREDIT AS PER EXHIBIT 1.

17. Required Rights

- (a) NuLink covenants that it has or will obtain as it relates to new construction all franchises, easements, leases, licenses, fee interests, rights of-way, permits, authorizations and other rights necessary and requisite to enable NuLink to construct, install and maintain the Fiber Optic Facilities and City Strands and perform its obligations under this Agreement. ("Required Rights"). NuLink shall obtain and maintain the Required Rights at its sole expense, except to the extent that they relate to the Premises.
- (b) Throughout the Term, NuLink shall take commercially reasonable steps to keep the Required Rights in full force and effect. Neither NuLink nor City shall take any action, or fail to take a required action, that would constitute a material breach of a Required Right.
- (c) Upon the expiration or other termination during the Term of this Agreement of a Required Right that is necessary in order to grant, continue or maintain the use hereunder in accordance with the terms and conditions hereof, NuLink shall take commercially reasonable efforts to renew such Required Right. The failure of NuLink to maintain any Required Rights after exercising commercially reasonable efforts hereunder shall not constitute a material default under this Agreement, rather the provisions in Section 17.d immediately below shall apply.
- (d) If NuLink fails to obtain and/or cause to remain effective throughout the term of this Agreement all Required Rights for City Strands, NuLink will use commercially reasonable efforts to relocate the portion of the Fiber Optic Facilities so affected. If, despite commercially reasonable efforts, NuLink fails to relocate such affected portion of the Fiber Optic Facilities, (i) NuLink may terminate such affected portion of the Dark Fiber upon written notice and (ii) City, as its sole and exclusive remedy, may, without Early Termination Charges also terminate either such affected section of the Dark Fiber, the entire Dark Fiber or the entire Agreement upon not less than sixty (60) days prior written notice.

18. Special Provisions Regarding Internet Access Services.

- (a) CITY UNDERSTANDS AND AGREES THAT NULINK DOES NOT GUARANTEE ANY PARTICULAR AMOUNT OF BANDWIDTH OF THE INTERNET ACCESS SERVICE ON THE PUBLIC INTERNET OR THAT ANY SPEED WILL BE STATIC FOR THE SERVICES. City understands and agrees that the speed of the Service provided between City's sites and the Internet will vary depending upon a number of factors, including City's computer system(s) and associated equipment, Internet traffic, and other factors such as system capacity limitations of the Internet Access Capacity, events beyond NuLink's control, and system failures, modifications, upgrades and repairs.
- (b) City understands that NuLink may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with NuLink's Acceptable Use Policy. These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and managing network resources through industry standard techniques and practices as NuLink may reasonably determine appropriate from time to time. See NuLink's website for further information and disclosures.
- (c) NuLink has no obligation to monitor content but will disclose any information if required by any law, regulation or governmental request.
- (d) City agrees to the Acceptable Use Policy applicable to the Service as posted at www.NuLink.com. City agrees that its use of the Service remains subject to City's compliance with the Acceptable Use Policy.
- (e) City is responsible for all charges attributable to City with respect to the Services, even if incurred as the result of fraudulent or unauthorized use of the Services.
- (f) NuLink is not responsible for any information provided by City to third parties. City assumes all privacy and other risks associated with City providing personally identifiable information to third parties via the Services.
- (g) City agrees to ensure that all uses of the Services installed at its premises ("use") are legal and appropriate. Specifically, City agrees to ensure that all uses by it or by any person ("user"), whether authorized by City or not, comply with all applicable laws, regulations, and written and electronic instructions for use. NuLink reserves the right to act upon reasonable notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to City or users, if NuLink (i) determines that such use or information is in contradiction of the terms set forth herein and interferes with NuLink's ability to provide the Services to City or others, or (ii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use.
- (h) NuLink posts information about the Internet Access Service on its website at www.NuLink.com. The website contains links to the following documents concerning the Service:

PRIVACY POLICY
ACCEPTABLE USE POLICY
NETWORK CONGESTION MANAGEMENT PRACTICES

NOTE: NuLink reserves the right to reasonably modify the contents of the documents listed above as needed.

17. **Entire Agreement.** This Agreement and other agreements specifically referenced herein constitute the entire agreement between NuLink and the City for the subject matter hereof. This Agreement may only be amended in writing signed by both parties. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

HC Cable OpCo, LLC d/b/a NuLink	City of Peachtree City
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title
_____ Date	_____ Date

EXHIBIT 1

A. SERVICE LEVEL AGREEMENT FOR INTERNET ACCESS SERVICE

Subject to the limitations contained herein, the Services will, in all material respects, conform to this Service Level Agreement ("SLA"). This SLA shall govern the provision, level, and availability of Internet Access Services to be provided to City hereunder utilizing NuLink's network.

1.1 Definitions

"MRC" shall mean monthly recurring charge.

"Scheduled Maintenance" means any Service or System unavailability caused by NuLink's planned network, system, software, component or facility repair, maintenance, replacement, expansion, upgrading, testing, or relocation.

"Service Outage Credit" means a credit to be applied against fees owed by City for future Services, or by a payment from NuLink to City for the sums owed, as calculated under Section 1.2.3.

"System" shall mean the NuLink telecommunications network and shall include the fiber optic cables, appurtenances, and equipment used to provide the connection between the City Hall Switch and the point of presence ("POP") handoff for the public Internet (collectively "Internet Connection Facilities").

"Service Outage" shall have the meaning set forth in Section 1.2.3.

1.2 Service Standards

1.2.1 Provision of Services.

NuLink shall use commercially reasonable efforts to provide the Internet Access Services throughout the Term pursuant to this Agreement.

1.2.2 Performance

NuLink's Internet Access Service shall meet the following performance specifications as it relates to the Internet Connection Facilities with up to 95% capacity traffic loading on the Internet Access Capacity:

Packet Loss – no greater than 0.2% as measured and averaged over any one (1) month period.

Latency – no greater than 100 ms average round trip as measured from City Hall switch to NuLink Internet Connection Facilities.

Jitter – no greater than 20 ms as measured from City Hall to the Internet Connection Facilities.

Notwithstanding the foregoing, NuLink shall not be responsible for Performance issues created by or as a result of Customer's equipment, applications or error.

1.2.3 Service Outage. A "Service Outage" shall mean that City is unable to exchange traffic with the Internet over the Internet Connection Facilities.

- (a) A Service Outage shall begin upon the earlier of NuLink's actual knowledge of the Service Outage or NuLink's receipt of written notice from City of the Service Outage and shall end upon the correction of the loss of service as set forth above.
- (b) Notwithstanding the above, a Service Outage shall not be deemed to have occurred and no Service Outage Credits will apply: (i) during periods (A) of less than 2 hours, (B) in which NuLink is not given access to its Facilities or equipment that are required to provide the Services or to remedy any Service Outage, (C) in which planned or Scheduled Maintenance and repair activities are occurring, (D) in which City continues to use the Services on an impaired basis, or (E) that are not reported to NuLink within thirty (30) days of the date the Service was affected; (ii) for interruptions that are caused by or due to (A) acts or omissions of City, its User or another third party, (B) the failure or malfunction of facilities or equipment not owned or operated by NuLink, including without limitation the failure of the power supply at City's location or problems with City owned equipment, including but not limited to the City Fiber Terminating Equipment, or (C) a Force Majeure event or (D) disconnections by NuLink for non-payment or other contract default or breaches by City; (iii) for Services utilizing in whole or in part Third Party Facilities where the cause is in the Third Party's Facilities; and (iv) with respect to any Service whereby City's and/or its Users' usage of or demand with respect to the Service is greater than the amount of usage or capacity for which the City has subscribed. In the event of an interruption of Service or Service Outage, NuLink will provide to City, upon request, within five (5) business days of the resolution of such interruption or Service Outage, a reason for outage ("RFO") and/or a root cause analysis ("RCA").
- (c) **Service Outage Credit.** With respect to any Service Outages in excess of the 2 hours, the Service Outage Credit shall be equal to an amount equal to the MRC applicable to the affected Service during the calendar month in which the Service Outage occurred multiplied by the number of hours or fractions thereof that the Service Outage occurred during the applicable period divided by 720 hours. Service Outage Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges, nor are credits available for any usage based Services. NuLink's records and data shall be the basis for all SLA calculations and determinations, including determination of the Service Outage Credit. **OTHER THAN THE ADDITIONAL TERMINATION REMEDY SET FORTH BELOW FOR CHRONIC SERVICE OUTAGES, CITY'S RIGHT TO RECEIVE SUCH SERVICE OUTAGE CREDIT SHALL BE CITY'S SOLE AND EXCLUSIVE REMEDY AND NULINK'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A SERVICE OUTAGE OR FOR ANY OTHER CLAIM THAT**

NULINK FAILED TO MEET ITS OBLIGATIONS IN THE PROVIDING OF THE SERVICE.

- (d) **Chronic Service Outage.** An affected Service shall be deemed to have experienced a Chronic Service Outage to the extent that in any calendar month (i) three or more like/related Service Outages have occurred with each such Service Outage having a duration of more than ninety (90) minutes or (ii) one Service Outage has occurred for a duration of more than ninety-six (96) hours, in each case where the applicable Service Outage has been reported in writing by City to NuLink with respect to any Service within ten (10) days. If a Chronic Service Outage occurs, then City shall have the right to terminate the affected Service upon providing written notice to NuLink, without the incurrence of any Early Termination Charge; provided that City terminates the applicable Service on or before the expiration of the calendar month following which the Chronic Service Outage occurred. **CITY'S RIGHT TO TERMINATE THE AFFECTED SERVICE SHALL BE THE CITY'S SOLE AND EXCLUSIVE REMEDY AND NULINK'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A CHRONIC SERVICE OUTAGE.**

B. SERVICE LEVEL AGREEMENT FOR DARK FIBER SERVICE

Subject to the limitations contained herein, the Services will, in all material respects, conform to this Service Level Agreement ("SLA"). This SLA shall govern the provision, level, and availability of Dark Fiber Service to be provided to City hereunder utilizing NuLink's network.

1.1 Definitions

"MRC" shall mean monthly recurring charge.

"Scheduled Maintenance" means any Service or System unavailability caused by NuLink's planned network, system, software, component or facility repair, maintenance, replacement, expansion, upgrading, testing, or relocation.

"Service Outage Credit" means a credit to be applied against fees owed by City for future Services, or by a payment from NuLink to City for the sums owed, as calculated under Section 1.2.3.

"System" shall mean the NuLink telecommunications network and shall include the fiber optic cables, appurtenances, and Equipment necessary to provide the Dark Fiber provided for in this Agreement but shall not include any City owned or leased equipment, including but not limited to the City Fiber Terminating Equipment.

"Service Outage" shall have the meaning set forth in Section 1.2.3.

1.2 Service Standards

1.2.1 Provision of Services.

NuLink shall use commercially reasonable efforts to provide the Dark Fiber Service throughout the Term pursuant to this Agreement.

1.2.2 Performance

NuLink's Dark Fiber Service shall meet the performance specifications set forth in Exhibit 2

Notwithstanding the foregoing, NuLink shall not be responsible for Performance issues created by or as a result of Customer's equipment, applications or error.

1.2.3 Service Outage. A "Service Outage" shall mean that City is unable to exchange traffic over the Dark Fiber due to issues with the City Strands.

- (a) A Service Outage shall begin upon the earlier of NuLink's actual knowledge of the Service Outage or NuLink's receipt of written notice from City of the Service Outage and shall end upon the correction of the loss of service as set forth above.
- (b) Notwithstanding the above, a Service Outage shall not be deemed to have occurred and no Service Outage Credits will apply: (i) during periods (A) of less than 2 hours, (B) in which NuLink is not given access to its Facilities or equipment that are required to provide the Services or to remedy any Service Outage, (C) in which

planned or Scheduled Maintenance and repair activities are occurring, (D) in which City continues to use the Services on an impaired basis, or (E) that are not reported to NuLink within thirty (30) days of the date the Service was affected; (ii) for interruptions that are caused by or due to (A) acts or omissions of City, its User or another third party, (B) the failure or malfunction of facilities or equipment not owned or operated by NuLink, including without limitation the failure of the power supply at City's location or problems with City owned equipment, including but not limited to the City Fiber Terminating Equipment, or (C) a Force Majeure event or (D) disconnections by NuLink for non-payment or other contract default or breaches by City; (iii) for Services utilizing in whole or in part Third Party Facilities where the cause is in the Third Party's Facilities; and (iv) with respect to any Service whereby City's and/or its Users' usage of or demand with respect to the Service is greater than the amount of usage or capacity for which the City has subscribed. In the event of an interruption of Service or Service Outage, NuLink will provide to City, upon request, within five (5) business days of the resolution of such interruption or Service Outage, a reason for outage ("RFO") and/or a root cause analysis ("RCA").

- (c) **Service Outage Credit.** With respect to any Service Outages in excess of the 2 hours, the Service Outage Credit shall be equal to an amount equal to the MRC applicable to the affected Service during the calendar month in which the Service Outage occurred multiplied by the number of hours or fractions thereof that the Service Outage occurred during the applicable period divided by 720 hours. Service Outage Credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and similar additional charges, nor are credits available for any usage based Services. NuLink's records and data shall be the basis for all SLA calculations and determinations, including determination of the Service Outage Credit. **OTHER THAN THE ADDITIONAL TERMINATION REMEDY SET FORTH BELOW FOR CHRONIC SERVICE OUTAGES, CITY'S RIGHT TO RECEIVE SUCH SERVICE OUTAGE CREDIT SHALL BE CITY'S SOLE AND EXCLUSIVE REMEDY AND NULINK'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF A SERVICE OUTAGE OR FOR ANY OTHER CLAIM THAT NULINK FAILED TO MEET ITS OBLIGATIONS IN THE PROVIDING OF THE SERVICE.**

- (d) **Chronic Service Outage.** An affected Service shall be deemed to have experienced a Chronic Service Outage to the extent that in any calendar month (i) three or more like/related Service Outages have occurred with each such Service Outage having a duration of more than thirty (30) minutes or (ii) one Service Outage has occurred for a duration of more than ninety-six (96) hours, in each case where the applicable Service Outage has been reported by City to NuLink with respect to any Service within ten (10) days. If a Chronic Service Outage occurs, then City shall have the right to terminate the affected Service upon providing written notice to NuLink, without the incurrence of any Early Termination Charge; provided that City terminates the applicable Service on or before the expiration of the calendar month following which the Chronic Service Outage occurred. **CITY'S RIGHT TO TERMINATE THE AFFECTED SERVICE SHALL BE THE CITY'S SOLE**

**AND EXCLUSIVE REMEDY AND NULINK'S SOLE AND EXCLUSIVE
OBLIGATION IN THE EVENT OF A CHRONIC SERVICE OUTAGE.**

EXHIBIT 2

Standard Construction & Fiber Specifications
As-Built Drawing Specifications

Fiber Specifications

Fiber Type varies and is dependent upon route but all fiber was manufactured by Alcoa, Corning or other comparable manufacturer.

Maximum Splice Losses (measured on an individual basis, not averaged)

The maximum splice loss for any individual splice measured "bi-directional" shall not exceed 0.15 db.

The maximum splice loss for any individual transition splice (standard single mode fiber spliced to a non zero dispersion shifted fiber) measured bi-directional" shall not exceed 0.25 db.

The maximum loss for "through" office loss including connectors and jumpers shall not exceed 1 db.

Average Splice Loss

The average splice loss shall not exceed 0.10 db. (used for total span loss calculation only)

Cable Requirements

0.3 db/Km attenuation at 1550nm.

0.4 db/Km attenuation at 1310nm.

Routing

Routing of Strands between locations may not be direct (shortest route) but overall link loss shall not exceed 10dB at 1310nm.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director

DATE: January 12, 2016

SUBJECT: Consider Bids for Broadband Equipment & Installation
February 18, 2016, City Council Meeting

Recommendation

Approve the low bid submitted by Cpak Technology Solutions, in the amount of \$209,178.19, for network equipment needed to accommodate NuLink fiber-optic services, and also accept the brand-name quote from Cpak in the amount of \$53,500 for installation services.

Discussion:

In the course of discussions over the matter of broadband services, staff explained that the city's networking equipment would need to be upgraded whether we chose to build our own municipal fiber network, or to upgrade service levels with a private provider. This is because our current network equipment is not capable of handling either the internet speed or bandwidth levels that can be achieved (and are needed) with the high-speed fiber optic network.

Staff enlisted the aid of our independent communications consultant, Allen Davis of Community Broadband, LLC to assist the city with the process of bidding out this equipment. Mr. Davis reported that: "While the invitation to bid was well-circulated to a number of companies, several asked questions and indicated that they intended to provide proposals, only two proposals were received." The two proposals received were as follows:

Cpak Technology Solutions	\$209,178.19
Presidio Networked Solutions	\$229,862.59

Staff is recommending acceptance of the low bid submitted by Cpak Technology Solutions.

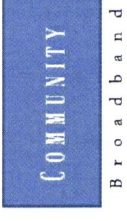
To avoid the potential for serious conflict with network operations, it is important that the network equipment be installed and configured by the same firm that manages the city network, which is also Cpak Technology Solutions. Therefore, staff highly recommends that Council

accept the brand-name quote from Cpak, in the amount of \$53,500, to install and configure the network equipment, which they also won the bid on. Staff is confident that the firm's installation quote is equally as competitive as their bid on the equipment. We are also confident that Cpak will be able to install the equipment within the same timeframe that NuLink will have the new fiber installed.

Budget Impact

Staff had previously presented an estimate to Council showing the cost of equipment at \$365,000, with associated debt service estimated at \$73K for 5-years. However, the above recommendation totals only \$262,678, with annual debt service payments estimated at about \$40K per year if financed for a 7-year term. Since there would only be six months of payments remaining for FY 2016, the estimated debt service cost for this year would be only \$20K. There are sufficient funds in the FY 2016 Debt Service budget to cover this expense without the need for any budget adjustment. There would also be significant savings from the debt service that was budgeted for this expense in future years as well. However, the equipment was not budgeted at all in FY 2016, pending a decision on the municipal broadband network. Therefore, a budget adjustment will be made to the FY 2016 PIP Fund in the amount of \$263K to cover the cost of purchasing and installing the network equipment this year and to recognize the offsetting loan proceeds that will fund this expense, should Council accept the above recommendations.

City of Peachtree City Government Network Invitation to Bid on Equipment Process Summary



- January 27, 2016 - ITB issued to vendors
 - Equipment Specifications Defined in ITB
 - Quantities of Elements Established in ITB
 - Respondents to Provide Pricing Only Equipment Listed in ITB
- February 5, 2016 - Questions Due
- February 11, 2016 - Bids Due
- February 11 - February 12, 2016 - Bids evaluated
- February 12, 2016, 2016 – Results Reported to City
- February 18, 2016 - Staff Recommendation for Approval
- February 19, 2016 - Respondents Notified

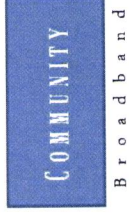
City of Peachtree City Government Network Invitation to Bid Respondents & Pricing

COMMUNITY

B r o a d b a n d

- Cpak Technology Solutions
 - Quote: \$209,178.19
- Presidio Networked Solutions LLC
 - Quote: \$229,862.59

City of Peachtree City Government Network Final Vendor Recommendation



- Cpak Technology Solutions
 - Quote: \$209,178.19

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *[Signature]*
Financial Services Director *P.S.*
Assistant Financial Services Director *KB*
Accounting Manager *MEC*
Purchasing Agent *[Signature]*

FROM: City Engineer *David A. Bolkowski*

DATE: February 10, 2016

SUBJECT: Spear Road Culvert Repair Emergency – Paving/Guard Rail Change Orders
February 18, 2015, City Council Meeting

Recommendation:

Staff recommends that Council authorize the City Manager to sign change orders totaling \$51,040.21 for additional paving, grading and guardrail.

Discussion:

We are approaching the end of this construction project. There are currently quantities in the bid for grading and repaving the project area, however the quantities are not enough. And, upon further inspection in the field, Staff feels that this area needs to be increased in order to have a project that makes sense. Basically if we paved only the area of the culvert replacement we will have a very patchwork area with new pavement over the culverts, old deteriorated pavement (180 ft heading toward City Limits) and then brand new pavement at the City Limits.

In addition Staff feels an additional 34 linear feet of guardrail and additional grading in this curve is needed to super-elevate the road and make it safer and drain better.

All of the aforementioned work is an additional \$51,040.21.

Budget Impact:

If approved by Council, funds are available in the Stormwater Utility Contractual Services line item and the Public Works Paving line item.