

City Council of Peachtree City
REVISED AGENDA
November 19, 2015
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Recognize October Employee of the Month – Kelly Duncan. Recreation
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
November 5, 2015, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider Elimination/Replacement of One (1) Position in Planning & Zoning Dept.
 - 2. Consider Budget Adjustments – FY 2015
 - 3. Consider Budget Adjustments – FY 2016
 - 4. Consider Acceptance of Donation from Police Appreciation
 - 5. Consider Elimination/Replacement of One (1) Position in the Police Department
 - 6. Consider Sewer Easements for MOBA Corp.
 - 7. Consider Brand Name Contractor for Portion of Irrigation Project at Peachtree City Athletic Complex (PAC) – Fitzgerald & Sons
 - 8. Consider Approval of Additional Mower for Buildings & Grounds – Wade Tractor and Equipment Company
 - ~~9. Consider Access Easement for ATT&T Switching~~
- IX. Old Agenda Items
 - 10-15-03 Consider Adoption of Right-of-Way Occupancy Ordinance
 - Consider Changes to Fee Schedule (new memo)
Staff requests continuance to December 17
- X. New Agenda Items
 - 11-15-06 Certify Election Results
 - 11-15-07 Consider Development Agreement – The Overlook
 - 11-15-08 Consider Appointment to Facilities Authority Board
 - 11-15-09 Update on the Peachtree City Fire Department 50th Anniversary & Plans by the Volunteer Firefighters Association
 - 11-15-10 Consider Findings of Hearing Officer in Ethics Complaint
 - 11-15-11 Consider Employment Agreement & Appointment of City Manager – Jon Rorie
 - ~~11-15-12 Consider Access Easement for ATT&T Switching~~
- XI. Council/Staff Topics
- 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
November 5, 2015
7:00 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, November 5, 2015. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition

Mayor Fleisch read proclamations for World Pancreatic Cancer Day and National Hospice and Palliative Care Month. The Recreation & Special Events Department was recognized as the Georgia Recreation and Park Association District 4 Agency of the Year. Fleisch recognized Fire Lt. Marty Cofield for 15 years of service.

Public Comment

There was none.

Agenda Changes

Ernst moved to hear items 11-15-04 and 11-15-05 at the beginning of the New Agenda items. Learnard seconded. Motion carried unanimously.

Minutes

Learnard moved to approve the September 8, 2015, Workshop Minutes as presented. King seconded. Motion carried unanimously.

King moved to approve the October 15, 2015, Regular Meeting Minutes as presented. Learnard seconded. Motion carried 4-0-1 (Fleisch).

Consent Agenda

- 1. Consider Alcohol License – NEW – Partners II Pizza at Braelinn, 270 S Peachtree Pkwy**
- 2. Consider Sole Source / Brand Name Purchase for Firefighting Protective Gear – Bennet Fire Products Company, Inc., & Globe brand gear.**
- 3. Consider purchase of Chevrolet Tahoe for Police Department**
- 4. Consider Sole Source / Name Brand Purchase of Bobcat T650**

Ernst moved to approve the Consent Agenda. King seconded. Motion carried unanimously.

Old Agenda Items

10-15-03 Consider Adoption of Right-of-Way Occupancy Ordinance

Staff requested that this item be continued to the November 19 meeting. Learnard moved to continue the item until November 19. Ernst seconded. Motion carried unanimously.

10-15-06 Consider Amendments to W HWY 54 Design Guidelines

Senior Planner David Rast addressed Council, noting the public hearing had been held on October 15. Staff had been asked to look at a couple of the items presented. Rast said, as requested, which, if any, of the existing wall signs in the corridor could increase in size under the new guidelines. Rast said several signs could increase marginally, but would still be limited to the total square footage imposed by the new guidelines. The primary change could be for PetSmart.

Rast said after reviewing the overlay district, staff had modified the recommendations to be slightly more restrictive related to letter height to preserve consistency. Staff was proposing a

maximum letter height of 48 inches and total square footage of 150 square feet for anchor tenants, 36 inches and total sign size of 100 square feet for primary tenants, and maximum letter size of 24 inches and total sign size of 50 square feet for the in-line tenants.

This change would still allow the PetSmart sign to increase (current letters were 36 inches and total square footage was 92 square feet). However, the letter height limitation would limit the overall sign size within the overlay district while preserving consistency and giving a more uniform look to the signs.

Staff recommended approval to the changes discussed that evening, as well as those discussed related to the number of panels on monument signs at the October 15 meeting, which increased from four panels per side to six panels, with no change in size of the panels or the overall sign.

Imker asked about the Planning Commission rejection of the previous proposal and how they felt about these changes. Rast noted the Planning Commission did not favor any changes to the design guidelines, which set the maximum letter height to 24 inches for all signs within the district. Imker noted that several of the businesses already in the district exceeded that height. Rast confirmed this, noting that some had been approved before the design guidelines had been adopted, and some had been approved under the overall sign ordinance because the design guidelines did not account for anchor tenants.

Imker said he did not want to punish the Overlook for coming in later than other developments that predated the design guidelines. Rast noted that the guidelines impacted any existing or new business in the overlay district, but was designed to keep a consistent feel in the area. Imker noted all of the businesses in the corridor could change.

City Attorney Ted Meeker noted that the Planning Commission had endorsed the proposed increase in the number of panels for the monument signs.

King moved to approve the amendments to the West Highway 54 Design Guidelines as presented. Imker seconded. Motion carried unanimously.

New Agenda Items

11-15-04 Consider FY 2016 Budget for KPTCB

Al Yougel, Executive Director of Keep Peachtree City Beautiful (KPTCB), provided an overview of the activities of the organization. Yougel noted that they emptied 55 trash cans along the paths each week, managed seven dog stations at Drake Field, and supported trash removal from special events. Over 1.2 million pounds of recyclables had been dropped off at the recycling stations, generating \$26,700 in revenue. The agency had also overseen 8,500 hours of community service workers on litter removal and addressed litter removal along 83 miles of Peachtree City streets.

The agency had actually overseen 24,200 hours of community service over the past five years, with 2,300 individual workers (some repeating service). There were 110 recycling bins throughout town, bins at all 11 schools with Peachtree City students, at seven City facilities, and at special events. The Rockaway Road compost site was open 624 hours per year and had 17,600 vehicle visits. The organization also had removed 46 truckloads and 34 trailer loads of illegally dumped yard debris from along the paths.

Yougel noted that the revenue generated by recyclables was declining for most of the recyclables (with cardboard and paper as the exception). Conversely, KPTCB was looking at upcoming costs for vehicle replacements.

The FY 2016 budget anticipated \$154,563 in revenue from the waste hauler franchise fees (paid by the City), the litter/compost contract for the City, recyclables, and the cart path litter/trash contract with the City. Anticipated expenditures included bin pulls (recyclables pickup by salvage companies) totaling \$51,165, contract labor (\$142,052), and supplies (\$9,681), totaling \$154,563.

Ernst asked Yougel if any other communities had this type of partnership with KPTCB. Yougel said he was not aware of any, and that many were operating in larger, more rural areas. Imker and Ernst noted the organization provided a wonderful community service at very little cost to the taxpayers.

Imker moved to approve the FY2016 Budget for KPTCB. Ernst seconded. Motion carried unanimously.

11-15-05 Consider RFP for Municipal Court Case Management System

Assistant Finance Director Kelly Bush addressed Council, saying staff was recommending that Council authorize a contract with CourtView. The City had issued an RFP and received five responses, which were evaluated by a committee including Municipal Court Judge Stephen Ott, Court and Purchasing staff, and IT Manager Phillip Abbott from Cpak. CourtView received the highest scores. The software also integrated with both the BS&A software in Finance and the Police Department's Spillman software. The FY 2016 budget included \$150,000. CourtView's proposal was for \$148,600, but there were some peripheral costs to upgrade the server, which had been included in a budget amendment.

Ernst moved to approve the contract. King seconded. Motion carried unanimously.

11-15-01 Public Hearing – Reaffirm Multi-family Housing Moratorium

Planning & Zoning Director Mike Warrix addressed Council, noting that the moratorium on requests to rezone property to a multi-family category expired each year. Staff recommended approval of extending the moratorium. Warrix noted that staff had not been presented with any rezoning requests or with any requests for the moratorium be lifted.

No one spoke in favor or against the moratorium.

King moved to reaffirm the Multi-Family Rezoning Moratorium. Ernst seconded. Motion carried unanimously.

11-15-02 Public Hearing – Consider Conditional Use Permit, TowerComV, LLC (201 S Peachtree PKWY)

Warrix said this was a conditional use permit request for a 150-foot cell tower to be located on the Peachtree City Church of Christ tract on Peachtree Parkway S. The property was zoned OS-P, which allowed for this type of use as a conditional use. The Planning Commission voted unanimously to recommend approval of the project. Staff was also recommending approval, having determined the proposal complied with the City's Wireless Telecommunications Ordinance. There were two conditions related to bonding requirements and landscaping around the foundation.

Ellen Smith addressed Council, representing applicant, requested approval of the application. She said this was the first application since 2010, when the City adopted the new wireless ordinance provisions. The application took more than a year to pull together, and met all the City's requirements and was aesthetically something to be proud of, and would help improve wireless service in the central part of the City where there were noted dead zones.

Smith noted the site was almost entirely surrounded by City-owned property. She also noted that the only person who spoke in opposition was under the misconception that the site was in the flood plain, and Smith noted the property was not a flood plain.

The tower was designed to look as much as possible like a tree, and would blend with the area. Two wireless carriers, T-Mobile and AT&T, would be on the tower, with others expressing interest. There were no other structures or sites in the area to meet AT&T's needs.

Smith indicated the applicant had conducted a balloon test for four hours on the site, with no citizens coming out to comment. She concluded by noting the tower was 30 feet shorter than the maximum allowed and that the City's consultant concluded the tower was necessary to address known deficiencies in the area.

No one spoke in favor of or in opposition to the tower.

Imker said this was an excellent product and a perfect presentation in line with the much improved telecommunications ordinance. Ernst agreed, saying that Public Safety also encountered dead spots in wireless, and this would be a great benefit.

Imker moved to approve the conditional use permit for TowerComV, LLC, subject to the conditions set forth in the staff report. Ernst seconded. Motion carried unanimously.

11-15-03 Consider Intergovernmental Agreement – Fayette County Water Franchise

Interim City Manager Jon Rorie gave a presentation to Council that began with the historical perspective of the Franchise agreement. The original 1966 agreement gave Fayette County exclusive rights to withdraw water from Lake Peachtree, and modifications included the requirement for the County to maintain the dam, spillway, and lake bottom. A total of seven agreements and amendments were now being replaced by a single agreement being proposed.

Rorie continued that, in early 2014, Lake Peachtree was lowered for seawall and dock maintenance. Cracks were discovered in the 50-year-old spillway that were ultimately identified as significant voids under the spillway in March 2014. Following investigative bores in April, the City's consultant recommended pressure grouting the voids to return water to the lake, but indicated the spillway would ultimately need to be replaced. The temporary repair required approval from the Georgia Environmental Protection Division (EPD) Safe Dams because the lake, as a water reservoir, could potentially be classified as a Category 1.

Safe Dams ultimately denied the request to perform a temporary fix and issued a letter classifying the dam as a Category 1 (later reversed upon appeal).

The agreement before Council was an effort to address several problems with the original agreement and the various modifications. There was no real definition of the requirement to "maintain" the dam, and no real standards in existence in 1966. The dredging map was

ambiguous. The City and County had to decide who would pay to replace the spillway, and negotiations began in the summer of 2014 to resolve these questions.

Rorie noted that Council had been kept apprised of the negotiations progress via Executive Session updates over the past year, and the proposed agreement had been available for public review for the past week.

The key points of the new agreement included:

- The County would continue to operate the dam and spillway under best management practices.
- The County would put forth its best efforts to maintain Lake Peachtree water level at minimum pool level of 784.4 feet. "Best efforts" considered dredging/maintenance/drought conditions.
- The County would conduct a baseline bathymetric survey next year to determine the official topography of the lake bottom.
- In 2030, the City and County would share the cost of another bathymetric survey to determine if and where dredging might be needed.
- If needed, the City would begin dredging within Zone 1 within 12 months of the survey.
- Based on previous dredges, the assumed cost for the 2030 dredging (\$3 million) would be split 50/50 between the City and the County, to which the County would provide a \$1 million credit to the City, resulting in an expected cost to the City of \$500,000.
- The City and County would split the cost of associated road repairs.
- The County would contribute \$2 million for the replacement of the spillway once the City entered into a construction contract, with the City to refund \$1 million if the spillway was not constructed within four years.

Rorie noted that the City's engineering firms had already been engaged to develop a work plan to begin construction in September 2017, with completion by Spring 2018 to minimize vegetation growth. The design would be to Category 1 dam standards.

Rorie concluded by saying that, after many months of discussion between the City and the County, along with attorneys, engineers, and state agencies, they were ready to move from Executive Session for disclosure and public review of the proposed agreement. The lake had been drained for almost two years, and much of the effort had been going on in the background, but the agreement was ready for ratification. The County Commission would also be considering the agreement the following week.

Learnard asked what visual identifier existed for the proposed lake level, and Dan Davis from ISE indicated that was the height of the spillway. Learnard asked about Zone 1, and Rorie confirmed that area included the Areas 1, 2, and 3 currently being dredged. Any additional dredging would be funded by the City.

Imker said he was conflicted about voting on the contract that evening or delaying it. He said Rorie's summary was excellent, and asked about the dam upgrade or replacement. Rorie said it would be based on design, and that the \$7 million figure floating around in the public was probably too high, but it would be higher than the \$2 million from the County. Imker said his perception was that the dam needed to be upgraded to Category 1, but it would only cost another half million to reinforce the dam and bring it up to Category 1. Meeker said that was also his understanding.

Imker also noted that he understood Safe Dams was impressed that the City was moving forward with a design for a Category 1, since Safe Dams would almost certainly be reclassifying the dam to Category 1 within the next few years. Imker said it was the right thing to do.

Imker said the lake would have to be lowered again for the dam and spillway work in 2017 and 2018. He wanted to put that information out there now and did not want to hear citizens complaining then.

Then Imker turned to how the costs for the spillway and dredging could be recouped. The projected cost for the dredging in 2030 for the City was \$500,000, plus an estimated \$1 million for the City's portion of the Spillway and Dam. Future maintenance would also be a factor. Imker said the City recently saved \$1 million in the Stormwater budget by purchasing two homes in lieu of performing a \$1.5 million replacement. He felt like the County would be saving funds on maintaining the lake, so the County could reduce the water rates to compensate Peachtree City residents for that savings. An alternative might be raising the millage rate 0.05 mils to cover the cost to ensure there are funds to maintain the lake and dam. This contract would let the City successfully take control of the lake to maintain its responsibilities in the future.

Imker said the County already had some issues to discuss about the development of the agreement at the next meeting. However, this Council had been participating in the discussions and negotiations, so Imker was comfortable with the agreement because he knew the background. However, the County could also make changes in the proposed agreement. He did not know whether to hold off on the approval, knowing the County might change things.

King said they had an agreement before the public, and neither the City nor the County had gotten everything they wanted. They could approve the agreement that evening, and he hoped that would happen, so the County could make concrete recommendations on any changes.

Learnard said she felt the parties at the City and the County operated in good faith at every turn, and she felt this was a very reasonable agreement to carry everyone forward.

Ernst agreed, saying this had been an ongoing issue. The County, City, and the State had worked together cohesively to get the agreement to this point. He agreed they should vote that night, and they could consider any changes the County might propose.

Learnard asked Rorie to post his presentation online, and Rorie said he would.

Fleisch noted that Estate Management Services had made tremendous progress in the vegetation removal. She hoped to see completion within the next three weeks. Rorie noted the key phrase was, "weather permitting." He also said City staff had cut vegetation around Battery Way and by the All Children's Playground to enhance erosion control features and to expand the ramp and dock at Pinecrest. Rorie said it would not be perfect, and the vegetation would still float to the top as the lake filled and be removed later.

Fleisch said, since the Lake issues began the previous year, the City assembled a group of experts, and this was a culmination of a lot of effort. She said she had enjoyed working with the County and said she would entertain a motion.

King moved to approve the Water Franchise Agreement with Fayette County. Learnard seconded.

Imker said there were other public comments pending. Meeker noted only Council debate could occur after the motion and second, and the motion and second would need to be withdrawn. Imker said he wanted to hear the citizens' comments. Learnard said they could vote and then hear all the comments. Fleisch called the question. Motion carried unanimously.

Fayette County Commissioner Steve Brown addressed Council, saying his board had not seen the document until the previous week, and he had been planning to ask Council to delay the vote.

Council/Staff Topics

Meeker announced that Council would consider one finalist, Jon Rorie, for appointment as City Manager at the next Council meeting.

Learnard moved to enter Executive Session to discuss pending or threatened litigation at 8:52 p.m. King seconded. Motion carried unanimously.

Learnard moved to reconvene in regular session at 9:05 p.m. King seconded. Motion carried unanimously.

There being no further business, Imker moved to adjourn the meeting at 9:09 p.m. Learnard seconded. Motion carried unanimously.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

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King moved to reaffirm the Multi-Family Rezoning Moratorium. Ernst seconded. Motion carried unanimously.

11-15-02 Public Hearing – Consider Conditional Use Permit, TowerComV, LLC (201 S Peachtree PKWY)

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- The County would put forth its best efforts to maintain Lake Peachtree water level at minimum pool level of 784.4 feet. "Best efforts" considered dredging/maintenance/drought conditions.
- The County would conduct a baseline bathymetric survey next year to determine the official topography of the lake bottom.
- In 2030, the City and County would share the cost of another bathymetric survey to determine if and where dredging might be needed.
- If needed, the City would begin dredging within Zone 1 within 12 months of the survey.
- Based on previous dredges, the assumed cost for the 2030 dredging (\$3 million) would be split 50/50 between the City and the County, to which the County would provide a \$1 million credit to the City, resulting in an expected cost to the City of \$500,000.
- The City and County would split the cost of associated road repairs.
- The County would contribute \$2 million for the replacement of the spillway once the City entered into a construction contract, with the City to refund \$1 million if the spillway was not constructed within four years.

Rorie noted that the City's engineering firms had already been engaged to develop a work plan to begin construction in September 2017, with completion by Spring 2018 to minimize vegetation growth. The design would be to Category 1 dam standards.

Rorie concluded by saying that, after many months of discussion between the City and the County, along with attorneys, engineers, and state agencies, they were ready to move from Executive Session for disclosure and public review of the proposed agreement. The lake had been drained for almost two years, and much of the effort had been going on in the background, but the agreement was ready for ratification. The County Commission would also be considering the agreement the following week.

Learnard asked what visual identifier existed for the proposed lake level, and Dan Davis from ISE indicated that was the height of the spillway. Learnard asked about Zone 1, and Rorie confirmed that area included the Areas 1, 2, and 3 currently being dredged. Any additional dredging would be funded by the City.

Imker said he was conflicted about voting on the contract that evening or delaying it. He said Rorie's summary was excellent, and asked about the dam upgrade or replacement. Rorie said it would be based on design, and that the \$7 million figure floating around in the public was probably too high, but it would be higher than the \$2 million from the County. Imker said his perception was that the dam needed to be upgraded to Category 1, but it would only cost another half million to reinforce the dam and bring it up to Category 1. Meeker said that was also his understanding.

Imker also noted that he understood Safe Dams was impressed that the City was moving forward with a design for a Category 1, since Safe Dams would almost certainly be reclassifying the dam to Category 1 within the next few years. Imker said it was the right thing to do.

Imker said the lake would have to be lowered again for the dam and spillway work in 2017 and 2018. He wanted to put that information out there now and did not want to hear citizens complaining then.

Then Imker turned to how the costs for the spillway and dredging could be recouped. The projected cost for the dredging in 2030 for the City was \$500,000, plus an estimated \$1 million for the City's portion of the Spillway and Dam. Future maintenance would also be a factor. Imker said the City recently saved \$1 million in the Stormwater budget by purchasing two homes in lieu of performing a \$1.5 million replacement. He felt like the County would be saving funds on maintaining the lake, so the County could reduce the water rates to compensate Peachtree City residents for that savings. An alternative might be raising the millage rate 0.05 mils to cover the cost to ensure there are funds to maintain the lake and dam. This contract would let the City successfully take control of the lake to maintain its responsibilities in the future.

Imker said the County already had some issues to discuss about the development of the agreement at the next meeting. However, this Council had been participating in the discussions and negotiations, so Imker was comfortable with the agreement because he knew the background. However, the County could also make changes in the proposed agreement. He did not know whether to hold off on the approval, knowing the County might change things.

King said they had an agreement before the public, and neither the City nor the County had gotten everything they wanted. They could approve the agreement that evening, and he hoped that would happen, so the County could make concrete recommendations on any changes.

Learnard said she felt the parties at the City and the County operated in good faith at every turn, and she felt this was a very reasonable agreement to carry everyone forward.

Ernst agreed, saying this had been an ongoing issue. The County, City, and the State had worked together cohesively to get the agreement to this point. He agreed they should vote that night, and they could consider any changes the County might propose.

Learnard asked Rorie to post his presentation online, and Rorie said he would.

Fleisch noted that Estate Management Services had made tremendous progress in the vegetation removal. She hoped to see completion within the next three weeks. Rorie noted the key phrase was, "weather permitting." He also said City staff had cut vegetation around Battery Way and by the All Children's Playground to enhance erosion control features and to expand the ramp and dock at Pinecrest. Rorie said it would not be perfect, and the vegetation would still float to the top as the lake filled and be removed later.

Fleisch said, since the Lake issues began the previous year, the City assembled a group of experts, and this was a culmination of a lot of effort. She said she had enjoyed working with the County and said she would entertain a motion.

King moved to approve the Water Franchise Agreement with Fayette County. Learnard seconded.

Imker said there were other public comments pending. Meeker noted only Council debate could occur after the motion and second, and the motion and second would need to be withdrawn. Imker said he wanted to hear the citizens' comments. Learnard said they could vote and then hear all the comments. Fleisch called the question. Motion carried unanimously.

Fayette County Commissioner Steve Brown addressed Council, saying his board had not seen the document until the previous week, and he had been planning to ask Council to delay the vote.

Council/Staff Topics

Meeker announced that Council would consider one finalist, Jon Rorie, for appointment as City Manager at the next Council meeting.

Learnard moved to enter Executive Session to discuss pending or threatened litigation at 8:52 p.m. King seconded. Motion carried unanimously.

Learnard moved to reconvene in regular session at 9:05 p.m. King seconded. Motion carried unanimously.

There being no further business, Imker moved to adjourn the meeting at 9:09 p.m. Learnard seconded. Motion carried unanimously.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

City Council of Peachtree City
Agenda
November 19, 2015
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider Elimination/Replacement of One (1) Position in Planning & Zoning Dept.
 - 2. Consider Budget Adjustments – FY 2015
 - 3. Consider Budget Adjustments – FY 2016
 - 4. Consider Acceptance of Donation from Police Appreciation
 - 5. Consider Elimination/Replacement of One (1) Position in the Police Department
 - 6. Consider Sewer Easements for MOBA Corp.
 - 7. Consider Brand Name Contractor for Portion of Irrigation Project at Peachtree City Athletic Complex (PAC) – Fitzgerald & Sons
 - 8. Consider Approval of Additional Mower for Buildings & Grounds – Wade Tractor and Equipment Company
 - 9. Consider Access Easement for ATT&T Switching
- IX. Old Agenda Items
 - 10-15-03 Consider Adoption of Right-of-Way Occupancy Ordinance
 - Consider Changes to Fee Schedule (new memo)
- X. New Agenda Items
 - 11-15-06 Certify Election Results
 - 11-15-07 Consider Development Agreement – The Overlook
 - 11-15-08 Consider Appointment to Facilities Authority Board
 - 11-15-09 Update on the Peachtree City Fire Department 50th Anniversary & Plans by the Volunteer Firefighters Association
 - 11-15-10 Consider Findings of Hearing Officer in Ethics Complaint
 - 11-15-11 Consider Employment Agreement & Appointment of City Manager – Jon Rorie
- XI. Council/Staff Topics
- 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 Monthly Report

As of: 11/13/2015

DEPARTMENT:
SUPERVISOR:

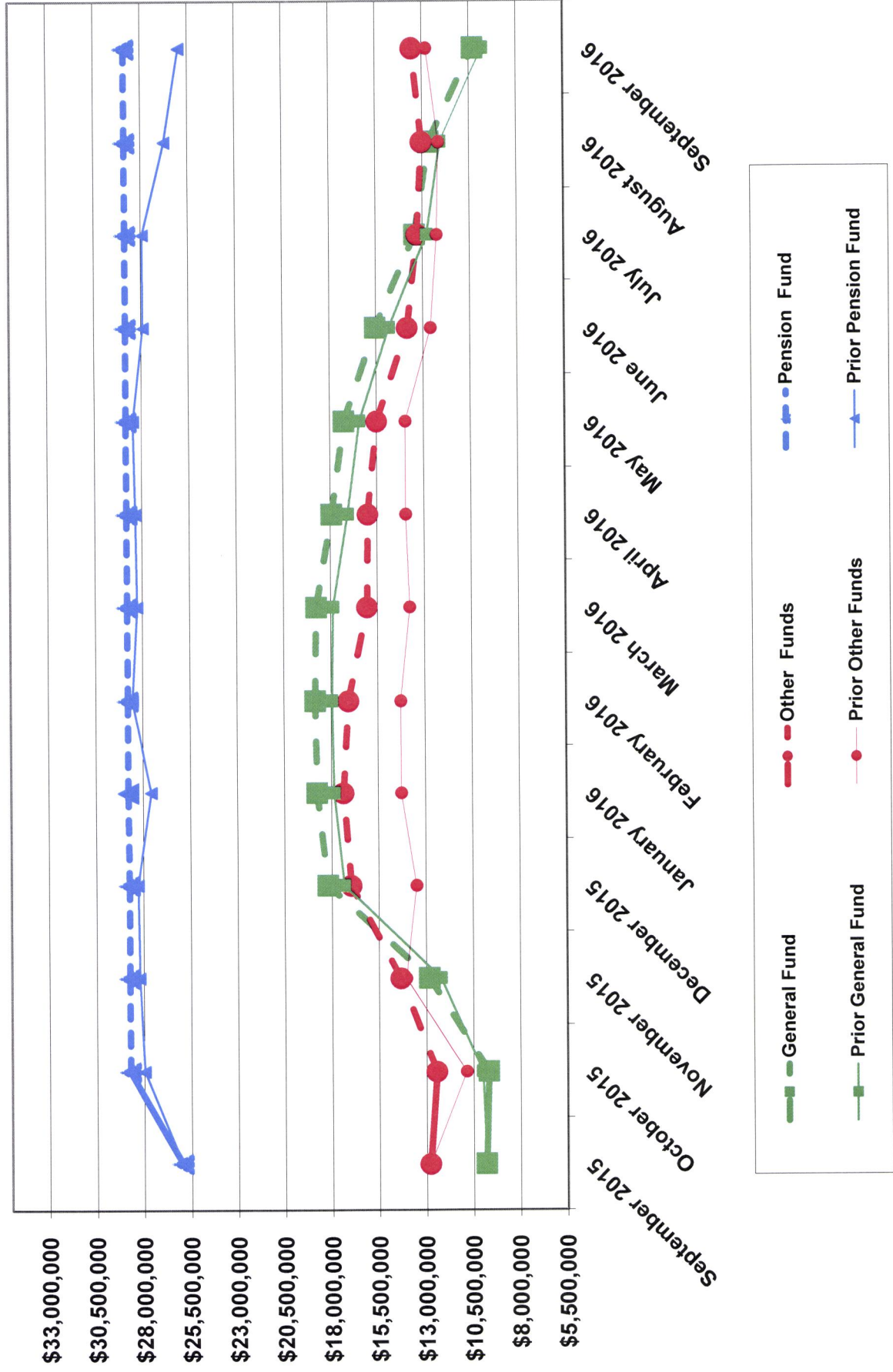
PLANNING & ZONING
Michael Warrix

FISCAL YEAR:
CREATOR:

2016
KATHY GRAY

MONTH:		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	COMPARISON CHART		
YTD														FY 2016	OCT of FY 2015	OCT of FY 2014
BUILDING DEPARTMENT																
RESIDENTIAL BUILDING PERMITS																
Single Family Units:		2												2	1	8
Single Family C.O.'s		3												3	1	7
Multi Family Units:		0												0	0	0
Multi Family C.O.'s		0												0	0	0
Miscellaneous*:		83												83	72	82
INSPECTIONS:		307												307	268	518
NON-RESIDENTIAL BUILDING PERMITS																
New Construction:		0												0	3	2
Non-Residential C.O.'s		2												2	12	15
Expansion\Renovation\Tenant Finis		5												5	4	15
Miscellaneous*:		12												12	1	11
INSPECTIONS:		100												100	84	248
DEVELOPMENT PERMITS		8												8	18	9
POPULATION ESTIMATE^		34,609												34,609	34,539	34,454
BUILDING PERMIT FEES		\$25,512												\$25,512	\$ 47,141	\$ 92,076
PLANNING DEPARTMENT																
Tree Removal Permits:		87												87	86	142
Sign Permits:		500												\$500	\$400	\$1,600
Banner/ Special Event Permits:		265												\$265	\$105	\$555
New Construction Plan Reviews:		12,136												\$12,136	\$2,374	\$2,465
Other Plan Reviews\Permits±:		550												\$550	\$2,835	\$2,860
Misc permit fees		650												\$650	\$200	\$319
Fire Department Permit Fees:		650												\$650	\$1,475	\$4,235
TOTAL PLAN REVIEW FEES		14,751												\$14,751	\$7,389	\$12,034
TOTAL FEES COLLECTED		\$46,990	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,990	\$54,530	\$104,110

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



CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE ONE MONTH
ENDED OCTOBER 31, 2015

PERCENTAGE OF BUDGET YEAR COMPLETED 8.33% (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	\$ 531,755	\$ (13,620,220)	3.76%
Franchise Taxes	2,694,392	438	(2,693,954)	0.02%
Local Option Sales Tax	6,675,093	535,577	(6,139,516)	8.02%
Other Sales & Use Taxes	842,176	66,774	(775,402)	7.93%
Business Taxes	2,381,155	1,981,620	(399,535)	83.22%
Licenses & Permits	1,090,326	42,482	(1,047,844)	3.90%
Intergovernmental/Grants	442,902	-	(442,902)	0.00%
Charges for Services	1,322,582	88,882	(1,233,700)	6.72%
EMS Billings	916,379	83,004	(833,375)	9.06%
Fines & Forfeitures	1,142,240	94,335	(1,047,905)	8.26%
Investment Income	53,550	1,474	(52,076)	2.75%
Other Revenue	188,221	16,542	(171,679)	8.79%
Other Financing Sources	849,218	138,593	(710,625)	16.32%
Total General Fund Revenues	\$ 32,750,209	\$ 3,581,476	\$ (29,168,733)	10.94%
Surplus Carryover	783,598			
Total General Fund	\$ 33,533,807			

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	\$ 17,569	\$ 509,110	3.34%
Administrative Services	1,452,639	80,538	1,372,101	5.54%
Financial Services	1,537,690	166,627	1,371,063	10.84%
Police Services/Code Enforcement	7,092,307	592,905	6,499,402	8.36%
Fire/EMS Services	7,147,213	564,596	6,582,617	7.90%
Public Works/Buildings & Grounds/Engineering	8,072,550	437,296	7,635,254	5.42%
Community Services	4,352,879	312,330	4,040,549	7.18%
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	17,000	85,000	16.67%
Transfers to Other Funds	3,369,829	-	3,369,829	0.00%
Liability Insurance	139,855	90,163	49,692	64.47%
Litigation Services	229,500	28,876	200,624	12.58%
General Administration/Miscellaneous	65,200	-	65,200	0.00%
	3,951,384	161,039	3,790,345	
Budgeted Savings	(599,534)	-	(599,534)	0.00%
Total General Fund	\$ 33,533,807	\$ 2,332,900	\$ 31,200,907	6.96%

HOTEL/MOTEL FUND REVENUES				
Description	2016 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,577,148	\$ 136,305	\$ (1,440,843)	8.64%

HOTEL/MOTEL TRANSFERS OUT				
Type	2016 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 788,574	\$ 68,153	\$ 720,421	8.64%
Transfer to Tourism Association	788,574	68,152	720,422	8.64%
Total Hotel/Motel Transfers Out	\$ 1,577,148	\$ 136,305	\$ 1,440,843	8.64%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF OCTOBER 31, 2015

SUMMARY OF PURCHASE ORDERS ISSUED OVER \$25,000 APPROVED BY CITY MANAGER SEPTEMBER 2015			
Description	Vendor	Award	Date
DVR Server	CPAK	\$ 26,881.37	10/22/2015
PURCHASING REPORT FOR MONTH ENDED SEPTEMBER 30, 2015 AND SEPTEMBER 30, 2014			
Activity	Fiscal Year 2016	Fiscal Year 2015	
Purchase Orders / Requisitions Processed	388	403	
City Store Requisitions Processed	18	11	
Sealed Bids Requested	5	4	
Requests for Proposals	3	0	
Bids Awarded	1	1	
Requests for Proposals Awarded	0	0	
Contracts Prepared	1	1	
Electronic Auction	50	0	
Fixed Assets Purchases	3	4	
LeeBoy 8500C Asphalt Paver			
IBM V5000 San			
SCBA Mast Fit Test Machine			

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
OCTOBER 2015

Historical Marker

Coweta Fayette EMC

5,000.00

TOTAL MONTH OF OCTOBER 2015

\$ 5,000.00

**CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2016
PAID AS OF October, 2015**

Litigation Services (100-1505-579130)

<u>Vendor</u>	<u>Month Paid</u>	<u>Project</u>	<u>Amount</u>
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
			<u>28,876.26</u>

Total Litigation Services to Date	\$ 28,876.26
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September FY2015 Litigation Expenses (100-1505-579130)	\$ 28,876.26
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Legal Fees: Lake Peachtree Dam

Intergrated Science & Eng.	October	Lake Peachtree Dam	425.00
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Total Lake Peachtree Dam Legal Fees	\$	425.00
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Peachtree City Fire Rescue
Station Response Report 2015

RESPONSE	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2015 Y-T-D	2014 Y-T-D
Total Number of Fire Calls	66	56	68	57	62	93	78	77	59	78			694	669
Total Number of EMS Calls	262	249	261	240	244	272	248	256	233	272			2537	2234
Total Number of Fire/EMS Calls	328	305	329	297	306	365	326	333	292	350			3231	2903
Average Response Time Fire	4:33	5:44	4:23	4:53	3:56	4:23	4:34	4:11	3:24	3:56			4:15	4:30
Average Response Time EMS	4:21	4:31	4:27	4:42	4:31	4:31	4:24	4:07	4:27	4:32			4:27	4:17
Calls for Primary Zones														
STATION 81	101	87	91	92	99	114	96	95	74	92			941	903
STATION 82	77	77	83	77	73	84	85	87	77	97			817	798
STATION 83	96	102	97	83	98	109	99	111	101	104			1000	718
STATION 84	54	39	58	45	36	58	46	40	40	57			473	484
TOTAL RESPONSE	328	305	329	297	306	365	326	333	292	350			3231	2903

**FY2016 MONTHLY REPORT
LIBRARY**

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2015 YEAR-TO-DATE	FY2014 YEAR-TO-DATE
Items - Acquired	Num.	285												285	476
Items - Circulated	Num.	31,203												31,203	32,875
Items - Loaned to Other Libraries	Num.	1,207												1,207	1,315
Items - Borrowed From Other Libraries	Num.	1,804												1,804	1,852
Class Visits	Num.	1												1	2
Group Meetings	Num.	33												33	41
Monthly Traffic	Num.	17,950												17,950	17,325
Children's Programs	Num.	28												28	32
Number of Participants	Num.	1,134												1,134	1,226
Adult Programs	Num.	3												3	5
Number of Participants	Num.	27												27	146
Revenue from Overdue Books	Dis.	3,574												3,574	3,623
Revenue from Copies Made	Dis.	716												716	606
Reference Assistance	Num.	1,355												1,355	1,502
Exams Proctored	Num.	30												30	21
Revenue from Proctoring	Dis.	390												390	270
Internet Usage	Num.	2,054												2,054	2,121
Volunteers	Num.	40												40	36
Number of Hours Worked	Num.	263												263	279
Digital Downloads	Num.	2,164												2,164	1,530
Electronic Reference Access (Excluding GALILEO)	Num.	123												123	135

Notes: November is National Novel Writing Month (NaNoWriMo) and the Library is hosting a record number of Write-In's this year. Project Outcome surveys are ready. Launch TBA. Friends of the Library (FOL) is currently seeking funding for a new sound system for the Floy Farr Room. The old "Teen Zone" is being repurposed as a Readers and Writers Room to host book club meetings and writers groups/workshops. NaNoWriMo Write-In's are being held in the room this month. Staff is currently working on a collection shift project that will ultimately make more room for Young Adult and Large Print sections. It will also create more quiet work/study space in Reference.

PEACHTREE CITY POLICE DEPARTMENT
2015 MONTHLY REPORT

2015 2014
 Calendar Year to Date Calendar Year to Date

October 2015 Septmber 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>	38	49	467	388
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<u>DUI ARRESTS</u>	15	7	134	102
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other

TOTAL DRUG ARRESTS	7	4	91	73
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OTHER ARRESTS

PROPERTY CRIMES	6	17	101	158
PERSON CRIMES	3	5	50	72
TRAFFIC OFFENSES	24	18	218	157
OTHER	28	24	209	296

<u>CALLS FOR SERVICE</u>	4,102	4,728	43,046	42,079
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TRAFFIC

CITATIONS ISSUED	793	740	8,385	6,049
CITY ORDINANCES	38	22	314	407
WARNINGS	711	556	7,120	7,330
ROADWAY CRASHES	75	55	662	636

CITY OF PEACHTREE CITY
RECREATION & SPECIAL EVENTS REVENUE
AS OF OCTOBER 31, 2015
WITH COMPARISONS TO OCTOBER 31ST FY2013, FY2014 & FY2015
Percent of budget year completed to date: 8.33%

	ACTUAL THRU OCTOBER			ORIGINAL BUDGET FY 2016	BUD ADJ.	CURRENT BUDGET FY 2016	ACTUAL THRU		%
	FY 2013	FY 2014	FY 2015				OCTOBER FY 2016	OCTOBER FY 2016	
RECREATION REVENUE									
County Operating Grant	28,500	28,500	28,500	114,000		114,000	-	-	0.00%
Events	-	1,215	500	6,296		5,000	526	526	10.51%
Program Fees - Recreation	\$ 3,854	\$ 1,820	\$ 2,300	\$ 189,121.00	\$ -	\$ 190,000	\$ 1,710	\$ 1,710	0.90%
Program Fees - Kedron	7,009	5,300	5,518	215,030		173,000	5,031	5,031	2.91%
Program Fees - Kedron Open Gym	889	985	1,105	17,064		16,080	1,336	1,336	8.31%
Program Fees- Athletic Tournaments	-	100	-	2,500		3,400	1,100	1,100	32.35%
Facility Maintenance Rec.- Athletic Assoc.	1,200	2,006	60,729	91,120		94,000	44,435	44,435	47.27%
Facility Maintenance Ked- Athletic Assoc.	-	-	-	\$11,900		13,500	4,800	4,800	35.56%
Facility Rental- Tennis Center	-	2,000	4,000	24,000		24,000	-	-	0.00%
Facility Rental - Recreation	456	266	1,180	30,400		19,176	115	115	0.60%
Facility Rental - Kedron	1,803	2,678	2,318	28,622		20,347	4,301	4,301	21.14%
Program Fees - Pool Fees/Passes	2,036	2,062	2,353	95,141		80,000	2,571	2,571	3.21%
Program Fees - Kedron Swim Teams	-	-	166	55,269		52,000	-	-	0.00%
Program Fees - Kedron Swim Lessons	-	1,462	565	11,347		13,000	228	228	1.75%
Program Fees - Rec Pool Revenue	90	82	-	7,000		24,100	-	-	0.00%
	\$ 45,837	\$ 48,476	\$109,234	\$ 898,810	\$ -	\$ 841,603	\$ 66,153	\$ 66,153	7.86%

Recreation Programming- PTC Soccer used the gym some this month due to inclement weather. Konos and The Campus finished their volleyball seasons up at Kedron on the 5th and 6th. The Kedron pools were closed to install the air structure with a opening date of October 12th, but actually opened early on the 10th. PTC Youth basketball has started their season and usage of the gym at Kedron. City Staff has certified 106 youth basketball coaches in conjunction with the Youth Basketball Association.

Special Events- The Fayette Co. Council on Domestic Violence held their annual "Promise Place Walk" at Picnic Park and surrounding paths on the 2nd with an estimated 100 in attendance. The Alzheimer's Association held the annual "Memory Walk" at Shakerag Knoll and surrounding paths on the 3rd with an estimated 500 in attendance. The Peachtree City Running Club hosted their annual "PTC Classic" at Shakerag Knoll and surrounding paths on the 17th with an estimated 1,900 in attendance. The GA Heartland Humane Society hosted their annual "Doggie Dash" at Shakerag Knoll and surrounding paths on the 24th with an estimated 50 in attendance. The Peachtree City PD/ Auxiliary held the "Blue Lights and Sirens Trail Run" on the 24th at Peachtree City Christian Church with an estimated 40 in attendance. The GGAS held their annual Air Show at Falcon Field on the 31st with an estimated 45,000 in attendance.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jon Rorie, Interim City Manager 
Mike Warrix, Planning & Development Director 
Paul Salvatore, Financial Services Director 

FROM: Ellece Brown 
Director, HR & Risk Management

DATE: November 12, 2015

SUBJECT: **Consider Elimination/Replacement of Position in the Planning and Development Department**
November 19, 2015, City Council Meeting

Recommendation

Staff recommends eliminating the Permit Specialist position (Salary Grade 14) in the Planning and Development Department and replacing it with a Planning/Engineering Technician position (Salary Grade 14) effective November 23, 2015.

Discussion

As part of the new Planning and Development Director's review of positions in his department, the daily responsibilities of the department staff members were evaluated with a focus on efficiency. As you are aware, the Council approved on October 1, 2015, to amend the SAFEbuilt Professional Services Agreement to include SAFEbuilt's providing a resource to cover many of the front desk responsibilities that the Permit Specialist had been performing. With this significant change, the Planning and Development Director was able to expand the responsibilities of the Permit Specialist role to include technical duties related to not only permitting, but also planning and zoning, engineering, and stormwater.

The new job description (see attached) has been evaluated by Human Resources according to the Factor Evaluation System as established by our compensation plan. It is recommended that the new position remain in the same Salary Grade (14).

Budget Impact

Given that the new position of Planning/Engineering Technician will be in the same salary grade as the current Permit Specialist position, there will be no impact on the annual budget.



Planning/Engineering Technician
Planning

PL/5

Reports To: Planning and Development Director

Salary Grade: 14
Job Code: PL/5

FLSA Status: Non-Exempt
Date: 10/19/2015

JOB SUMMARY

This position performs specialized technical duties related to the Department's planning, zoning, permitting, plan review, engineering, and stormwater processes.

ESSENTIAL FUNCTIONS

- Provides general assistance as required to contract employees.
- Serves as the Department's primary point of contact for intake of various permit applications.
- Collects and enters fees for various permit processes.
- Coordinates the interdepartmental review process for plans and permits submitted to the Department for review and approval.
- Maintains database of all development projects and tracking information regarding review status.
- Processes and maintains database of banner permits, special event permits, donation box permits, tree removal permits, and list of approved tree removal contractors.
- Assists with the processing and review of sign permits.
- Updates various brochures, forms, and applications.
- Assists in the maintenance of websites for Planning and Development and Building Departments.
- Prepares and posts Public Hearing signs for re-zonings, variances, annexations, etc.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of City plan review and permitting processes.

- Knowledge of computers and job-related software programs.
- Knowledge of City codes, zoning ordinance, and land development regulations.
- Skill in the provision of customer service.
- Skill in oral and written communication.
- Skill in prioritizing and organizing work.
- Skill in the maintenance of databases, files, and records.
- Skill in the use of such office equipment such as a computer, scanner, fax machine, and copier.

SUPERVISORY CONTROLS

The Planning and Development Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include the City code, zoning ordinance, and land development regulations. These guidelines are generally clear and specific, but often require interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related specialized duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to provide specialized support for planning, zoning, and permitting processes. Successful performance contributes to the efficiency and effectiveness of Departmental operations.

CONTACTS

- Contacts are typically with co-workers, other City employees, elected and appointed officials, contractors, appraisers, engineers, real estate agents, architects, land owners, and the general public.
- Contacts are typically to give or exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while intermittently sitting, standing, or stooping. The employee frequently lifts light and occasionally heavy objects and climbs ladders.
- The work is typically performed in an office, although visits to project sites may be required.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized technical training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, Interim City Manager 

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

DATE: November 13, 2015

SUBJECT: Budget Amendments – Fiscal Year 2015
November 19, 2015 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2015 budget resolution.

Discussion:

Attached please find a budget amendment for fiscal year 2015 submitted for your approval. This budget amendment is housekeeping in nature and is necessary to prepare for the annual audit and to issue financial statements for the fiscal year ended September 30, 2015.

Budget Impact:

The proposed budget amendments increase both revenue and expenses in the General Fund by \$89,713 and reallocates expenses between departments.

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

Thank you for your attention to this matter.

Attachments

kbb/BUDGET AMENDMENTS FY15 – End of Year Processes

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

15-027

09/30/2015

[illegible]

Explanation:
To amend 2015 budget for General Fund at fiscal year end (housekeeping).

Explanation:
To amend 2015 budget for General Fund at fiscal year end (housekeeping).

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, Interim City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Finance Director *KB*

DATE: November 13, 2015

SUBJECT: Budget Amendments – Fiscal Year 2016
November 19, 2015 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2016 budget resolution.

Discussion:

Attached please find budget amendments 16-005 and 16-006 for fiscal year 2016 submitted for your approval. Budget amendment 16-005 is housekeeping in nature and reflects the September 30, 2015 balance in each of these Special Revenue Funds brought forward to fiscal year 2016. This is done annually in lieu of trying to project the Special Revenue Funds budget balances during the budget process. Budget amendment 16-006 requests the carryover of 2015 funds that were budgeted but not received or delivery was delayed until after September 30, 2015 for 1) Police – Small Tools and Equipment for office furniture; 2) Engineering – Professional Services for bridge inspections and impact fee ordinance consultant; 3) Engineering – Technical Services for Orthophotography project; 4) Public Works – Contractual Services for the removal of vegetation in Lake Peachtree, and 5) Finance – Education and Training for training budgeted in fiscal year 2015 that did not take place until after the end of the fiscal year, as well as, Kedron Programs year end adjustment to actual based on class revenue, and Protective Inspections – Contractual Services year end adjustment to actual based on actual permit activity.

Budget Impact:

The proposed budget amendments impact the General Fund and several Special Revenue Fund budgets. A separate reconciliation is provided for the net effect on each fund.

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

Thank you for your attention to this matter.

Attachments

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2016

November 19, 2015

General Fund	Increase both revenues and expenditures by \$266,213
Neighborhood Parks Fund	Increase both revenues and expenditures by \$7,428
DARE Program Fund	Increase both revenues and expenditures by \$2,260
State Seizures Fund	Increase both revenues and expenditures by \$59,462
HAZMAT Fund	Increase both revenues and expenditures by \$131
PD Tuition Fund	Increase both revenues and expenditures by \$4,288
Youth Council Fund	Increase both revenues and expenditures by \$501
Public Safety Grants	Increase both revenues and expenditures by \$1,947
CERT Grant/Donation Fund	Increase both revenues and expenditures by \$2,169
Police Donation Fund	Increase both revenues and expenditures by \$3,611
Explorer Troop Fund	Increase both revenues and expenditures by \$1,250
Federal Seizures Fund	Increase both revenues and expenditures by \$34,845
KPCB Fund	Increase both revenues and expenditures by \$41,000

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 16-005

DATE 10/1/2014

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
200-1310-521200		Operating Supplies - Neighborhood Parks	7,426	
200-6220-531175		Operating Supplies - Neighborhood Parks	2	
200-0000-389025		Surplus Carryover - Neighborhood Parks	7,428	
202-3210-531175		Operating Supplies - DARE	2,260	
202-0000-389025		Surplus Carryover - DARE	2,260	
203-3210-531175		Operating Supplies - State Seizures	59,462	
203-0000-389025		Surplus Carryover - State Seizures	59,462	
204-3510-531175		Operating Supplies - HAZMAT	131	
204-0000-389025		Surplus Carryover - HAZMAT	131	
206-3210-512500		Tuition Reimbursement - PD Tuition Fund	4,288	
206-0000-389025		Surplus Carryover - PD Tuition Fund	4,288	
207-6110-531175		Operating Supplies - Youth Council	501	
207-0000-389025		Surplus Carryover - Youth Council	501	
208-3210-531175		Operating Supplies - Public Safety Grants	1,947	
208-0000-389025		Surplus Carryover - Public Safety Grants	1,947	
209-3210-531175		Operating Supplies - CERT	2,169	
209-0000-389025		Surplus Carryover - CERT	2,169	
210-3210-531175		Operating Supplies - PD Donations	3,611	
210-0000-389025		Surplus Carryover - PD Donations	3,611	
211-3210-523700		Education & Training - Explorer Fund	1,250	
211-0000-389025		Surplus Carryover - Explorer Fund	1,250	
212-3210-531175		Operating Supplies - Federal Seizures	34,845	
212-0000-389025		Surplus Carryover - Federal Seizures	34,845	
265-0000-311790		Franchise Tax - Waste Haulers - KPTCB	41,000	
265-0000-311790		Payment to KPTCB	41,000	

To establish 2016 budget for unbudgeted Special Revenue Funds based on 9/30/2015 fund balances.

Entered

Approved

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 16-006

DATE 11/13/2015

[illegible]

To carryover funds from fiscal year 2015 that were budgeted and goods or services ordered by 9/30/2015 but due to unforeseen circumstances, these goods and services could not be delivered by 9/30/2015.

Entered

Approved _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jon Rorie, City Manager *JR*
Paul Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Financial Director *KB*

FROM: Janet Moon, Chief of Police *JM*

DATE: November 4, 2015

SUBJECT: Acceptance of a donation from Police Appreciation
Consent Agenda – November 19th, 2015 City Council Meeting

Recommendation:

The Police Department is requesting to accept a donation from Police Appreciation, Peachtree City, in the amount of \$2,000.00.

Discussion:

During September 2015, a group of citizens formed a 501(c)(3) association referred to as Police Appreciation. The intent of the group was to raise funds to show support of local law enforcement. The group designed a window decal to be purchased for display and solicited funds. Their intent is to turn over the funds to the police department to assist in purchases that assist officers.

Budget Impact:

This donation will impact the Police Donation Fund by increasing revenue in the Donation Fund by \$2,000.00.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jon Rorie, Interim City Manager 
Chief Janet Moon 
Paul Salvatore, Financial Services Director 

FROM: Ellece Brown 
Director, HR & Risk Management

DATE: November 12, 2015

SUBJECT: Consider Elimination/Replacement of Position in the Police Department
November 19, 2015, City Council Meeting

Recommendation

Staff recommends eliminating a Police Officer position (Salary Grade 14) in the Police Department and replacing it with a Police Sergeant position (Salary Grade 18) effective November 23, 2015.

Discussion

In reviewing the Peachtree City Police Department, one of the priorities that the new Police Chief has identified thus far is the need for a Sergeant position to focus on training within the department. This Sergeant position would primarily manage the Department's in-service and special skills training program which is critical to the knowledge, safety, and growth of the Police Officers within the Department and to the safety of the general public. The Chief's current recommendation coincides with one of the findings/recommendations as outlined in the 2013 Matrix Study of the Police Department. The Matrix Study also proposed the addition of a Sergeant's position which would focus on training.

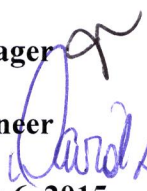
Budget Impact

The approximate annual budget impact would be no greater than \$9381.00 depending on the outcome of the internal promotion process. The additional cost can be absorbed in the FY16 Police Department budget through savings of vacant positions.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 

FROM: City Engineer 

DATE: November 6, 2015

SUBJECT: Sewer Easements for MOBA Corp
November 19, 2015, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached documents dedicating a temporary construction easement to Marksmen Construction for the installation of a new sewer line, and a permanent easement to the Peachtree City Water and Sewerage Authority (WASA) for the maintenance of said sewer line.

Discussion:

The MOBA Corp development has been approved by the City and is currently under construction. Part of the construction of this development is to connect it to the existing sanitary sewer system and pump station located just off their property on City Greenbelt.

Prior to them making this connection, the developer (Marksmen Construction) must obtain a formal construction easement from the City to install the sewer line, and the City will need to dedicate a permanent maintenance easement to the Peachtree City Water and Sewerage Authority.

Staff is recommending granting the easements for the new sewer line for the MOBA Corp development as there is already an existing pump station with existing sewer lines on City Greenbelt in this area.

Budget Impact:

There is no budget impact associated with this request.

Attachments

Easement Documents

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 ____ day of ____ in the year 20____, 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 the Peachtree City Water and Sewerage Authority, 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 0.75 acres in area as shown crosshatched on the plat of the property titled "Sanitary Sewer Easement", prepared by S.A. Gaskins & Associates, LLC, dated 10/27/2015, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," which Exhibits are incorporated herein by express reference and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a sanitary sewer pump-station, sanitary sewer forcemains and sanitary sewer gravity lines together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject property. The permanent easement herein granted shall be perpetual in duration.

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.

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, have 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

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

20____, in the presence of: _____(L.S.)

Witness

Notary Public

My Commission Expires:

S.A. GASKINS
& ASSOCIATES, LLC.

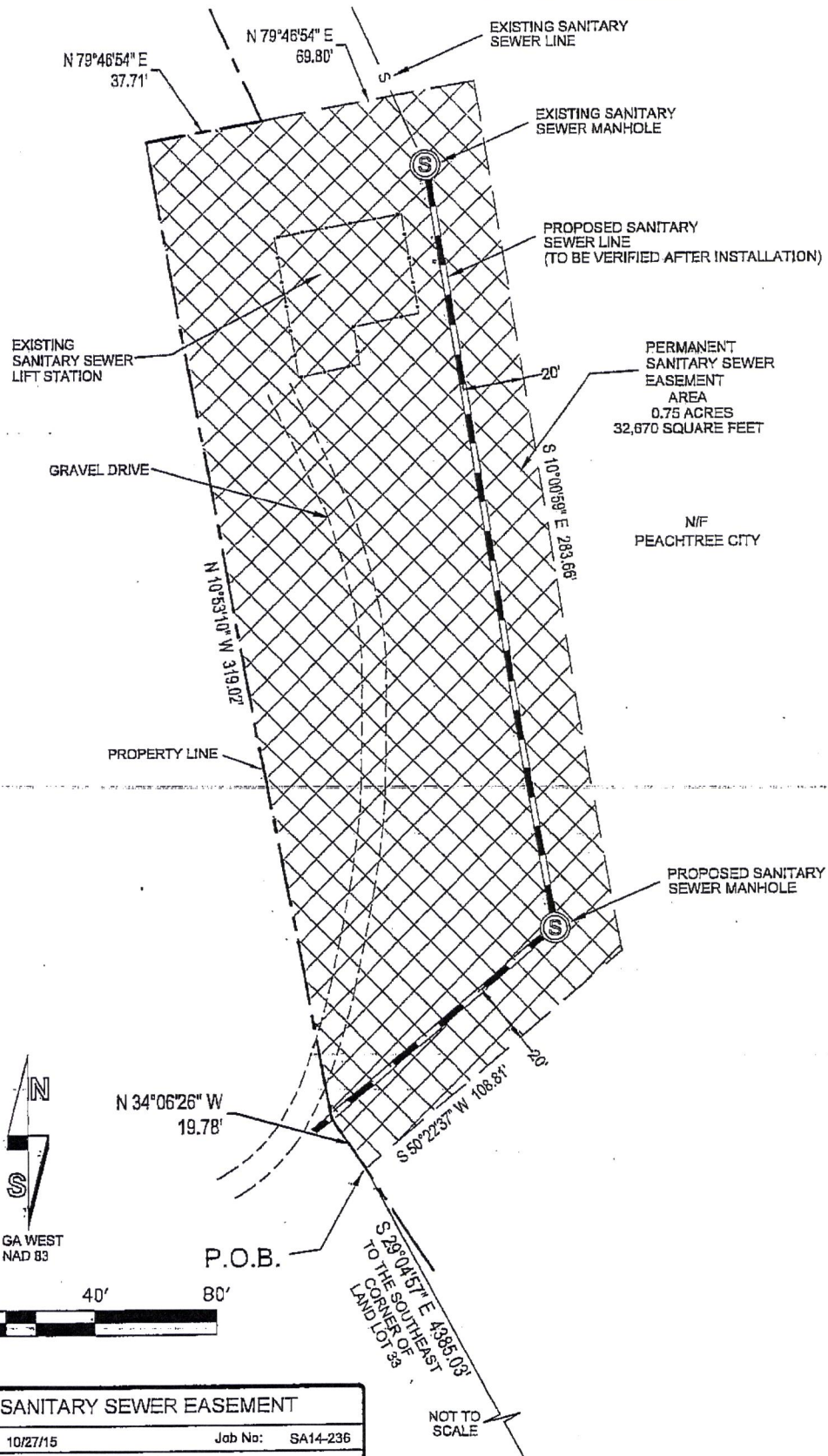
SURVEYORS PLANNERS DEVELOPMENT CONSULTANTS

P.O. BOX 321 Brooks, Ga. 30205

sagaskins@bellsouth.net

770-460-9342

JOHN 3:16



SANITARY SEWER EASEMENT

Date: 10/27/15

Job No: SA14-236

County: FAYETTE, GA

Land Lot: 203

District: 6TH

Exhibit A

LEGAL DESCRIPITON
PERMANENT SANITARY SEWER EASEMENT

ALL THAT TRACT OR PARCEL OF LAND IN LAND LOT 203 OF THE 6 TH DISTRICT OF FAYETTE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING; COMMENCE AT THE SOUTHEAST CORNER OF LAND LOT 33, THENCE N 29° 04' 57" W, A DISTANCE OF 4385.03' TO THE TRUE POINT OF BEGINNING; THENCE N 34° 06' 26" W, A DISTANCE OF 19.78', THENCE N 10° 53' 10" W, A DISTANCE OF 319.02', THENCE N 79° 46' 54" E, A DISTANCE OF 37.71', THENCE N 79° 46' 54" E, A DISTANCE OF 69.80', THENCE S 10° 00' 59" E, A DISTANCE OF 283.66', THENCE S 50° 22' 37" W, A DISTANCE OF 108.81' TO THE TRUE POINT OF BEGINNING.

AS SHOWN ON THE ATTACHED DRAWING OF THE PERMANENT SANITARY EASEMENT CONTAINING 0.75 ACRES OR 32,670 SQUARE FEET.

Exhibit B

After recording, please return to:

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

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FAYETTE COUNTY

THIS CONVEYANCE made and executed the ____ day of _____ in the year 20____.

WITNESSETH that The City of Peachtree City, the undersigned, (hereinafter referred to collectively as 'Grantor'), is the owner of a tract of land in Fayette County, Georgia, which is affected by the project to be performed by the Marksman Construction, identified as MOBA Corp (hereinafter "the Project") and as set forth on the set of construction plans titled _____, dated _____, (hereinafter "the Plans") which plans are maintained in the office of the City Engineer, City of Peachtree City, 153 Willowbend Road, Peachtree City, Georgia 30269 to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said project, Grantor does hereby grant to Marksman Construction the right to execute certain construction and or improvements as indicated on the Plans over and upon the Grantor's property abutting on and adjacent to the Project in such manner as the City of Peachtree City may deem proper to support or accommodate the Project, including the right to construct and maintain any required slopes and utilities, relocated or added, or other improvements reflected on the Plans, within the following easement area being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 203 of the 6th Land District of Fayette County, Georgia, and being more particularly shown on Exhibit "A" attached hereto and made a part hereto by this reference.

Said temporary construction easement is hereby conveyed, consisting of 14,374 square feet, more or less, as shown crosshatched on the plat of the property titled "Temporary Construction Easement", prepared by S.A. Gaskins and Associates, LLC, dated 10/27/15, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," said Exhibits A and B being incorporated herein and made a part hereof. The easement conveyed herein expires upon completion of the Project by Marksman Construction.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

In consideration of the temporary construction easement granted herein, and to the greatest extent practicable, Marksman Construction agrees to replace or restore the easement area upon completion of the Project to the condition of such area as of the date of this Temporary Construction Easement. In addition, Marksman Construction agrees to indemnify the Grantor for and all claims that arise out of the use of the temporary easement conveyed herein by Marksman Construction.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered

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

20____, in the presence of:

_____(L.S.)

Witness

Notary Public

My Commission expires:

S.A. GASKINS & ASSOCIATES, LLC.

SURVEYORS PLANNERS DEVELOPMENT CONSULTANTS
P.O. BOX 321 Brooks, Ga. 30205

sagaskins@bellsouth.net

770-460-9342

JOHN 3:16



EXISTING
SANITARY SEWER
LIFT STATION

GRAVEL DRIVE

PROPERTY LINE

EXISTING SANITARY
SEWER LINE

EXISTING SANITARY
SEWER MANHOLE

PROPOSED SANITARY
SEWER LINE

TEMPORARY
CONSTRUCTION
EASEMENT
AREA
0.33 ACRES
14,374 SQUARE FEET

N/F
PEACHTREE CITY

PROPOSED SANITARY
SEWER MANHOLE

N 10°53'10" W
23.17'

N 34°06'26" W
19.78'

P.O.B.

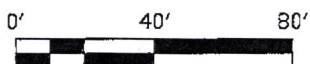
S 29°04'57" E 4385.03'
TO THE SOUTHEAST
CORNER OF
LAND LOT 33

N 10°00'59" W 256.41'

N 50°22'37" E 72.49'

S 50°22'37" W 108.81'

S 10°00'59" E 219.68'



NOT TO
SCALE

TEMPORARY CONSTRUCTION EASEMENT

Date: 10/27/15 Job No: SA14-236
County: FAYETTE, GA Land Lot: 203 District: 6TH

Exhibit A

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

ALL THAT TRACT OR PARCEL OF LAND IN LAND LOT 203 OF THE 6 TH DISTRICT OF FAYETTE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING; COMMENCE AT THE SOUTHEAST CORNER OF LAND LOT 33, THENCE N 29° 04' 57" W, A DISTANCE OF 4385.03' TO THE TRUE POINT OF BEGINNING; THENCE N 34° 06' 26" W, A DISTANCE OF 19.78', THENCE N 10° 53' 10" W, A DISTANCE OF 23.17', THENCE N 50° 22' 37" E, A DISTANCE OF 72.49', THENCE N 10° 00' 59" W, A DISTANCE OF 256.41', THENCE N 79° 59' 01" E, A DISTANCE OF 40.00', THENCE S 10° 00' 59" E, A DISTANCE OF 279.68', THENCE S 50° 22' 37" W, A DISTANCE OF 108.81' TO THE TRUE POINT OF BEGINNING.

AS SHOWN ON THE ATTACHED DRAWING OF THE TEMPORARY CONSTRUCTION EASEMENT CONTAINING 0.33 ACRES OR 14,374 SQUARE FEET.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *GR (PR)*
Director of Financial Services *P.S.*
Purchasing Agent *GR*
Public Services Director *GR (PR)*

FROM: Facility Manager

DATE: November 4, 2015

SUBJECT: Approve Fitzgerald & Sons Company. As a brand name contractor for a portion of the Irrigation Project at PAC
November 19, 2015 Council Meeting

RECOMMENDATION: Staff recommends the City Council authorize City staff to select Fitzgerald & Sons Company on a brand name basis as the contractor for the not-to-exceed \$50,000 PAC Irrigation project.

DISCUSSION

Sec. 34-119. Brand-name purchases.

The purchasing agent may elect purchase of a brand-name product or service when the goods comprise a major brand system, program or service previously selected by the city and due to operational effectiveness, future enhancements or additions, or maintenance and storage of spare parts preclude the mixing of brands, manufacturers, etc.

(Code 1980, § 9-13(3); Ord. No. 00-735, 4-6-00)

Based upon past bidding and proposals, Fitzgerald & Sons Company has been identified as the City's on-call contractor for budgeted plumbing projects under \$10,000. Staff's recommendation is based on prior years' experiences; Fitzgerald & Sons Plumbing Co. has provided much of the plumbing services required by the City and staff has been extremely pleased with their attention to detail, professionalism, concern for citizen safety, respect for City facilities, adherence to scope of work, and their ability to stay within budget. Just within the past year Fitzgerald & Sons Company has provided quality work at this facility. Consistent with brand naming, the City wants to continue with one vendor, not mixing and matching services and work quality.

Budget Impact: This will have no negative budget impact and funds have been budgeted in the facility bond.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, Interim City Manager
Paul Salvatore, Financial Services Director *P.S.*
Angela Egan, Purchasing Agent *and*
Scott Hicks, Public Services Superintendent *SH*

FROM: Josh Doughty, Fleet Manager *JD*

DATE: November 13, 2015

SUBJECT: Additional Mower Purchase and Budget Amendment
November 19, 2015 Consent Agenda

Recommendation:

Staff recommends that City Council approve the attached amendment to the fiscal year 2016 Budget Resolution and approve the purchase of three Bad Boy Mowers from Wade Tractor and Equipment Company for the unit price of \$7,895.16 and the extended price of \$23,685.48

Discussion:

\$22,000 was budgeted (\$11,000 both in PW and B&G) for the two new mowers. After this past season of mowing, it has become apparent that staff needs an additional third mower. Staff has researched and compared various models and units. Staff has tested and recommends the purchase of Bad Boy mowers which are less expensive than the budgeted Hustler mowers. As required, staff received three written quotes from Bad Boy distributors:

\$7,895.16	Wade Tractor and Equipment Company
\$7,950.00	Cobb County Tractor
\$8,500.00	Byron Power Sports

The cost to purchase three Bad Boy mowers is \$23,685.48. This is \$1,685.48 over the budgeted amount. This amount can be covered by reallocating other budgeted funds.

Budget Impact:

Budgeted funds of \$23,685.48 are available in the FY 2016 budget. However, it is necessary that \$4,791 be reallocated from Public Works Machinery and Equipment to the Building & Grounds Machinery and Equipment to cover the third mower expenses in FY 2016. Such inter-departmental transfers require Council approval.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 16-004

DATE 11/19/2015

[illegible]

Budget Amendment

To purchase 3 Bad Boy Mowers - 2 for Buildings and Grounds and 1 for Public Works.
Original Budget was for 2 Hustler mowers at \$10,966 each. Bad Boy Mowers are \$7,895 each
Moving savings from PW to B&G.

Entered

Approved _____

STAFF REPORT

TO: Mayor and Council Members

VIA: Interim City Manager
Planning and Development Director
City Engineer *David A. Borowski*

FROM: Senior Planner *David*

DATE: November 12, 2015

SUBJECT: Consider permanent access easement for AT&T switching station
(106 Petrol PT)
November 19, 2015 City Council Agenda

Recommendation:

That Council provide guidance to City Staff and the City Attorney as to whether or not they would support granting a permanent access easement on city-owned property.

Discussion:

Representatives from AT&T have requested a permanent access easement 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

Vehicular access to the property is located on Petrol Point. The Applicant is proposing a circular, gravel drive from Stevens Entry. The gravel drive would be located within a 50'-wide city-owned greenbelt which separates the commercial tracts on Petrol Point from Stevens Entry. The drive would provide an area for service vehicles to park while the utility equipment is being maintained. The proposed gravel drive would not be used for permanent parking or to expand their existing parking area.



Area of potential access easement

Consider permanent access easement for AT&T switching station

November 12, 2015

Page 2

Staff has visited the area and determined the gravel road could be field located within cleared areas, causing minimal disturbance to existing vegetation within the greenbelt. We have also determined there is sufficient site distance along Stevens Entry should the drive be installed within the location as proposed.

Should Council agree to grant the easement as requested, Staff would work with the City Attorney and the Applicant to develop and record the applicable easement documents.

Budget Impact:

There are no budget impacts associated with this request.



November 11, 2015

Mr. David Rast ASLA
drast@peachtree-city.org
Peachtree City

Re: Request for easement for access to 106 Petrol Point AT&T manholes
RSE-00224943-A0
AT&T #S21783

Dear Mr. Rast,

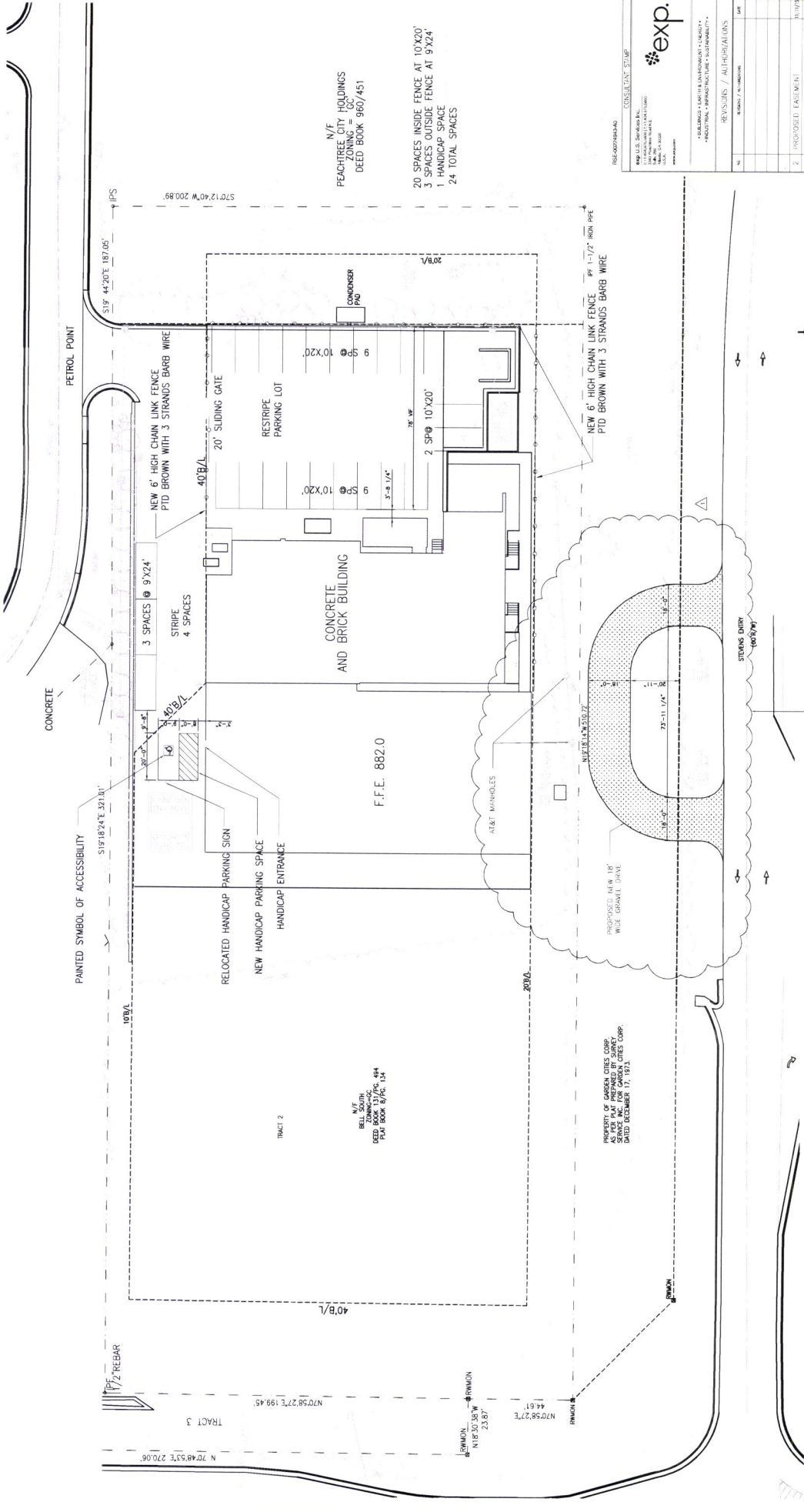
AT&T is requesting that Peachtree City grant a permanent easement from Steven Entry through the City owned green belt property of Garden Cities corp for the purpose of access to AT&T utility manholes located adjacent to the green belt and at the rear of AT&T property located at 106 petrol point Peachtree City as described in the attached site plan from **exp** dated 11/11/15

AT&T proposes to construct a permanent circular gravel driveway 18 feet wide off of Stevens Entry for the sole purpose of access to AT&T manholes for the purpose of maintenance and construction of underground utilities within the manholes. This driveway will be constructed of #57 stone choked with fines approximately 6" deep and shall be maintained by AT&T in perpetuity or until such time as AT&T desires to relinquish the easement. Should AT&T relinquish the easement, AT&T will remove the drive and restore vegetation to match the existing vegetation removed. There are no plans to pave the access drive. The gravel drive will be maintained similar to other access drives to AT&T utilities throughout the city.

Very truly yours,
exp US services

Raymond A. Norman RA.
Senior Project Architect

CC:
Jay Whiteside
Lonnie Alexander
Rick Owen
Carmen Stokes



1 SITE PLAN NEW CONSTRUCTION

PROPOSED EASEMENT



exp.

exp. U.S. Services Inc.
1000 Peachtree Street, N.E.
Atlanta, GA 30309
Tel: 404.525.8800
www.exp.com

at&t

at&t CORPORATE
REAL ESTATE

PROJECT - DRAWING

00

106 PETROL PI
PEACHTREE CITY
GA US
138892.01

SITE PLAN NEW CONSTRUCTION
CIVIL

REVISIONS / AUTHORIZATIONS

NO.	REVISION / AUTHORIZATION	DATE	BY
1	PROPOSED EASEMENT		
2	CONSTRUCTION BULLETIN #1		
3	ISSUE FOR CONSTRUCTION		

NOT FOR CONSTRUCTION - INFORMATION

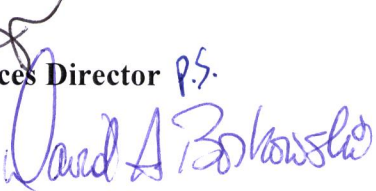
THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Financial Services Director P.S.

FROM: City Engineer 

DATE: November 11, 2015

SUBJECT: Right-of-Way Occupancy Ordinance
November 19, 2015, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached right-of-way ordinance.

Discussion:

Currently the City's ordinances related to the use of the rights-of-way are very limited in scope. They generally deal with damage issues, tree cutting/preservation and requirements to bury utilities; however, they lack detail in specifics on what someone would have to do to get a permit and install anything in our right-of-way. The proposed ordinance clarifies all these issues.

In addition it also establishes clear procedures for anyone wanting to establish a new right-of-way agreement or utility franchise to be able to use the rights-of-way within the City.

Budget Impact:

The budget impact from this ordinance would most likely be revenue neutral. The revenue generated from any application/permit review fees would be offset by staff review and inspections.

Attachment

AN ORDINANCE TO AMEND ARTICLE VII, OF THE PEACHTREE CITY LAND DEVELOPMENT ORDINANCE, AS AMENDED, TO ESTABLISH DESIGN, INSTALLATION, AND MAINTENANCE GUIDELINES FOR UTILITY, CABLE SERVICE, TELECOMMUNICATIONS SERVICE, BROADBAND SERVICE AND OTHER SERVICES OCCUPYING CITY RIGHTS-OF-WAY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, service providers seek to provide telecommunications services to customers in an area or areas of the City pursuant to Certificate of Authority issued by the Georgia Public Service Commission, which permits the rendering of such service in its certificated area as a regulated telecommunications company and in the performance of its duty to serve the public, and service providers request to utilize highway and public road rights-of-way for the installation of wires, cables and associated equipment and will continue to require such use in the future installation of such aforesaid facilities, pursuant to O.C.G.A. Section 46-5-1; and

WHEREAS, service providers seek to provide cable service or video service to customers in an area or areas of the City pursuant to Certificate of Authority issued by the State of Georgia Secretary of State which permits the rendering of such service in its certificated area as a regulated cable services company in the performance of its duty to serve the public, and service providers request to utilize highway and public road rights-of-way for the installation of wires, cables and associated equipment and will continue to require such use in the future installation of such aforesaid facilities, pursuant to O.C.G.A. Section 36-76-6; and

WHEREAS, service providers seek to provide broadband services to customers in an area or areas of the City on an unregulated basis; and

WHEREAS, the City seeks to establish policies and procedures to permit access and utilization of City right-of-way for all privately-owned, publicly-owned, or cooperatively-owned systems for producing, transmitting, distributing, or collecting communication, data, information, telecommunication, cable television, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, including the owner, operator, provider, servicer, or any agent thereof, of any above-described utility or utility facility and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof; and

WHEREAS, it is in the public interest for the City and service providers to reduce the impact on the public of multiple rights-of-way, and the City and service providers may provide significant economic benefits to the public by locating roadways and facilities on the same right-of-way subject to City ordinances and pursuant to O.C.G.A. Title 25 Chapter 9; and

WHEREAS, the City has continuing jurisdiction over public rights-of-way and is charged with the responsibility of insuring rights-of-way are safe and fully adequate for public use; and

WHEREAS, the City seeks to adopt the 2009 Utility Accommodation Policy and Standards manual promulgated by the State of Georgia Department of Transportation, as amended, in this ordinance as if fully set forth herein, subject to all amendments, deletions and modifications; and

WHEREAS, the City has acquired and will continue to acquire public right-of-way for the construction, operation, and maintenance of roads, paths, and common areas.

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

Section 1. Article VII, General Development Standards and Design Guidelines, Division 1, Standards for Site Design, of the Peachtree City Land Development Ordinance, as amended, be further amended to add a new Section 707.2 as follows:

Section 707.2 – Design, installation and maintenance guidelines for utility, cable service, telecommunications service, broadband service and other services occupying city rights-of-way.

- l) ***In General.*** The provisions of this Section shall apply to all facilities occupying the rights-of-way as provided herein. The city hereby adopts in this Section as if fully set forth herein the 2009 Utility Accommodation Policy and Standards manual promulgated by the State of Georgia Department of Transportation, as amended, including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, except permit forms and supporting documents, promulgated by the State of Georgia Department of Transportation, subject to all amendments, deletions and modifications contained in this Section. A copy of the manual shall be maintained at the offices of the city manager or his/her designee and open for public inspection.
 - a) The 2009 Utility Accommodation Policy and Standards manual, as amended, promulgated by the State of Georgia Department of Transportation is adopted in this section in order to equate state definitions and provisions with their appropriate and equivalent Peachtree City counterparts such that a policy shall be implemented to reflect the intent and effect of the state right-of-way policy as it would logically apply to City of Peachtree City's rights-of-way and should be referenced as taking precedence if a conflict arises with this Section.
 - b) Administration - The city manager or his/her designee shall have the authority to administer the State of Georgia Department of Transportation's Utility Accommodation Policy and Standards,

as amended from time to time, on city roads in the incorporated city or within the city system and in accordance with any procedures the city may establish thereunder.

- c) Fees - The city shall be authorized to charge fees in accordance with the State of Georgia Department of Transportation's Utility Accommodations Policy and Standards and any other applicable laws that exist now or may be enacted in the future. Fees shall be determined by the city manager. Any fee schedule shall be posted at the offices of the city and open for public inspection.

II) **Definitions.** The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Broadband service means "broadband service" as defined by Title II of the Communications Act and Section 706 of the Telecommunications Act of 1996.

Broadband service provider means "broadband service provider" as defined by Title II of the Communications Act, Section 706 of the Telecommunications Act of 1996, and the FCC.

Cable service means "cable service" as defined in O.C.G.A. section 36-76-2.

Cable service provider means "cable service provider" as defined in O.C.G.A. section 36-76-2.

Cable system means "cable system" as defined in O.C.G.A. section 36-76-2.

City means the city of Peachtree City, Georgia.

City Manager means the city manager of the city or his/her designee.

Construct means, but shall not be limited to, dig, bore, tunnel, trench, excavate, obstruct, install or remove signs, or facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the rights-of-way. Construct shall also include the act of opening and/or cutting into the surface of any paved or improved surface that is any part of the right-of-way.

Construction means, but shall not be limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing or removing signs or facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the rights-of-way. Construction shall also include the act of opening, boring and/or cutting into the surface of any part of the right-of-way.

Emergency means a condition that poses a clear and immediate danger to life, health, or safety of a person, or of significant damage or loss of real or personal property.

Facility or facilities means any tangible thing, including but not limited to pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, appurtenances, appliances and future technology of any service provider in, on, along, over, or under any part of the rights-of-way within the city.

Facilities representative(s) means the specifically identified agent(s)/employee(s) of a service provider who are authorized to direct field activities of that service provider and serve as official notice agent(s) for facilities related information. Service provider shall be required to insure that at least one (1) of its facilities representatives is available at all times to receive notice of, and immediately direct response to, facilities related emergencies or situations.

FCC means the Federal Communications Commission or any successor thereto.

Franchise means an initial authorization, or renewal thereof, issued by the city, the Georgia Secretary of State, or the Georgia Public Service Commission, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement or otherwise, which authorizes the occupation and use of city streets to provide cable service or telecommunications service.

Georgia Utility Facility Protection Act as defined in O.C.G.A. Title 25 Chapter 9.

Gross revenues means "gross revenues" as defined in O.C.G.A. section 36-76-2.

Person means any individual or any association, firm, partnership, joint venture, corporation or other legally recognized entity, whether for profit or not for profit, but shall not mean the city.

Permit means an authorization which grants permission to conduct specific regulated activities on, in, over, under or within any public right-of-way, and which may be subject to conditions specified in a written agreement with the city or in a related provision of this Code of Ordinances.

Right(s)-of-way means the surface and space in, on, above, within, over, below, under or through any real property in which the city has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, or any other place, area, or real property owned by or under the legal or equitable control of the city, now or hereafter, that consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, repairing or replacing facilities.

Right-of-Way Agreement, Franchise Agreement other than a State-wide Franchise Agreement Authorized by O.C.G.A. Section 36-76-4, or other Service Agreement means an authorization granted by the city to a utility which authorizes the occupation and use of city right-of-way.

Service Provider means any individual or any association, firm, partnership, joint venture, corporation or other legally recognized entity, whether for profit or not for profit, that is a provider of cable service, telecommunications service, broadband service, or other service as set forth in this Section.

State cable service or video service franchise means a franchise granted by the State of Georgia Secretary of State pursuant to O.C.G.A. section 36-76-1 et seq.

State telecommunications franchise means a franchise granted by the Georgia Public Service Commission pursuant to O.C.G.A. section 46-5-1 et seq.

Streets means the surface of, as well as the spaces above and below, any and all streets, alleyways, avenues, highways, boulevards, driveways, bridges, tunnels, parks, parkways, public grounds or waters, and other public rights-of-way within or belonging to the city.

Telecommunications service means the receipt and/or distribution, through any means, including, without limitation, coaxial cable, optical fiber or satellite or microwave transmission, of one or more video, audio, voice or data signals. Telecommunications services include both cable services and non-cable telecommunications services pursuant to O.C.G.A. section 46-5-1 et seq.

Utility or Utilities means all privately, publicly or cooperatively owned systems for producing, transmitting or distributing communication, data, information, telecommunication, cable television, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic

control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term "utility" may also be used to refer to the owner, operator, provider, servicer, or any agent thereof, of any above-described utility or utility facility.

Video programming means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, as set forth in 47 U.S.C. Section 522(20).

Video service means the provision of video programming through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This term shall not include any video programming provided by a provider of commercial mobile service as defined in 47 U.S.C. Section 707.22(d) or video programming provided as part of and via a service that enables user to access content, information, e-mail, or other services offered over the public internet.

Video service provider means an entity providing video service as defined in this Code section.

III) Registration requirements and procedures.

- (a) This Paragraph III shall not apply to a Utility currently providing services in the city that is exempted by this Section, state or federal law, an existing valid Right-of-Way Agreement, Franchise Agreement other than a State-wide Franchise Agreement authorized by O.C.G.A. Section 36-76-4, or other Service Agreement whereby a process for permitting the construction or extension of facilities in the rights-of-way has been established with the city. A Utility that is not exempted by this Section, state or federal law, or an existing agreement who occupies, uses or has facilities in the rights-of-way at the time of passage of this Section, including by lease, sublease or assignment, to operate facilities located in the rights-of-way, , shall file a registration statement with the city within ninety (90) days of the effective date of this Section.
- (b) A Utility which is registering with the city under this Section for the first time shall pay a registration fee in the amount of one thousand dollars (\$1,000.00) to the city. This registration fee shall not apply to a Utility which is operating within the City as November 1, 2015.
- (c) The registration information provided to the city shall be on a form approved by the city and include, but not be limited to:
 - 1. The name, legal status (i.e. partnership, corporation, etc.), street address, email address, and telephone and facsimile numbers of the Utility filing the registration statement (the "registrant"). If the registrant is not the owner of the facility in the right-of-way, the registration shall include the name, street address, email address if applicable, and telephone and facsimile numbers of the owner;
 - 2. The name, street address, email address if applicable and telephone and facsimile numbers of one (1) or more facilities representative(s). Current information regarding how to contact the facilities representative(s) in an emergency shall be provided at the time of filing a registration and shall be updated as necessary to assure accurate contact information is available to the city at all times;
 - 3. A copy, if requested, of the Utility's certificate of authority (or other acceptable evidence of authority to operate) from the State of Georgia Secretary of State, the Georgia Public Service Commission, and/or the FCC and any other similar approvals, permits, or agreements.

4. A copy, if requested, of the Service Agreement, if applicable, or other legal instrument that authorizes the Utility to use or occupy the right-of-way for the purpose described in the registration.
5. If a registration is incomplete, the city shall notify the registrant and shall provide a reasonable period of time in which to complete the registration. If a registration is complete, the city shall so notify the Utility in writing.
6. Acceptance of the registration shall not convey title in the rights-of-way. Acceptance of the registration is only the nonexclusive, limited right to occupy rights-of-way in the city for the limited purposes stated in the acceptance. Acceptance of the registration does not excuse a Utility from obtaining permits required by city ordinances nor from obtaining appropriate access or pole attachment agreements before using the facilities of others, including the city. Acceptance of the registration does not excuse a Utility from notifying the city of construction as required herein.
7. Beginning one (1) year after the effective date of this Section, any facilities or part of a facility found in a right-of-way for which registration is required but has not been obtained unless specifically exempted by law, and for which no valid permit exists with the city, may be deemed to be a nuisance and an unauthorized use of the rights-of-way. The city may exercise any remedies or rights it has at law or in equity, including, but not limited to abating the nuisance; taking possession of the facilities, evicting the Utility from the right-of-way; prosecuting the violator; and/or any other remedy provided by city ordinance or otherwise allowed in law or in equity.

IV) Right-of-Way Permits.

- (a) It shall be unlawful for any Utility to excavate or to construct, install, maintain, renew, remove or relocate facilities in, on, along, over or under the public roads of the city without a permit from the city in accordance with the terms of this Section or an existing Right-of-Way Agreement, Franchise Agreement other than a State-wide Franchise Agreement authorized by O.C.G.A. Section 36-76-4, or other Service Agreement.
- (b) Permits shall be obtained from the city manager (or such other person as the city manager may designate) upon application made on forms prescribed by the city. The written application shall include the following:
 1. The name and address of the Utility;
 2. The nature, extent, and location of any work proposed to be done, along with satisfactory plans as attachments showing in detail the location of the proposed facility or operations as described in the permit application. Requirements for the plans are outlined in the Georgia Department of Transportation's Utility Manual.
 3. The name and address of the person or firm who is to do such work;
 4. The name, street address, email address if applicable and telephone and facsimile numbers of one (1) or more facilities representative(s);
 5. The projected dates for the work to be started and finished;
 6. As set forth in the State of Georgia Department of Transportation's Utility Accommodations Policy and Standards manual, as amended, no bond will be required by the city unless there are unique circumstances or when the installation of a Utility is being performed by or for an entity that is not registered with the Secretary of State as a business or contractor. A certified bond, letter of credit, or letter of escrow payable to the city shall be required as a condition of the permit. When requested in writing by the city or during the permitting process, the Utility or Utility's contractor shall furnish, for the period of time required for the complete installation of the facilities authorized by the permit, including the repair and restoration of

the rights-of-way, and also during such future periods of time when operations are performed involving the repair, relocation or removal of said facilities authorized by the permit. The amount of the performance bond, letter of credit, or letter of escrow shall be limited to an engineering estimate of potential infrastructure damages, restoration, or replacement, and any appurtenances, materials, or services necessary to conduct the work as specified in the permit. The bond shall be written by a Surety Company or Bank duly qualified and licensed to do business in the State of Georgia. No work shall be commenced under the permit until the said performance bond, letter of credit, or letter of escrow has been submitted to and approved by the city;

7. A copy, if requested, of the registrant's certificate of authority (or other acceptable evidence of authority to operate) from the State of Georgia Secretary of State, the Georgia Public Service Commission and/or the FCC and any other similar approvals, permits, or agreements;
8. A copy, if requested, of the Right-of-Way Agreement, Franchise Agreement other than a State-wide Franchise authorized by O.C.G.A. Section 36-76-4, or other Service Agreement, or other certificate or legal instrument that authorizes the Utility to use or occupy the right-of-way for the purpose described in the application;
9. A certificate naming the city as an additional insured in compliance with and sufficient to meet the minimum insurance requirements and coverages as established by and set forth in the State of Georgia Department of Transportation's Utility Accommodations Policy and Standards manual, as amended; and
10. A permit application fee in the amount set forth in the schedule of fees on file with the City Clerk.

V) Permit fees.

- a) No permit fee, other than the permit application fee, shall be assessed to a Utility authorized to provide service in the City subject to a certificate, Right-of-Way Agreement, Service Agreement, our authorization issued by the city, the State of Georgia, the FCC, or other authority which includes franchise fees or similar fees which are assessed as a condition of granting access to the rights-of-way. All remaining Utilities shall be subject to permit fees equal to those established by the Georgia State Department of Transportation in Georgia Administrative Code, Chapter 672-11, as currently exists and as modified from time to time by the State of Georgia.

VI) Issuance of permit.

- a) If the city manager, or his designee, determines the applicant has satisfied the following requirements, the city may issue a permit.
 1. Whether issuing of the approval will be consistent with this Section;
 2. Whether applicant has submitted a complete application with all required documents in accordance with this Section and has secured all certificates and other authorizations required by law, if applicable, in order to construct facilities in the manner proposed by the applicant; and
 3. The impact on safety, visual quality of the streets, traffic flow, and other users of the right-of-way and the difficulty and length of time of the project, construction or maintenance.

VII) Emergency situations.

- a) Each Utility shall, as soon as reasonably practicable, notify the city manager or his/her designee of any event regarding its facilities which it considers to be an emergency. The Utility may proceed to take whatever actions are necessary in order to respond to the emergency. A Utility who engages in an emergency excavation shall take all reasonable precautions to avoid or minimize damage to any existing facilities.

- b) In the event that the city becomes aware of an emergency regarding Utility facilities, the city may attempt to contact the affected Utility or facilities representative. The city may take whatever action it deems necessary in order to respond to the emergency, including cut or move any of the wires, cables, amplifiers, appliances, or other parts of the facilities. The city shall not incur any liability to the Utility for such emergency actions, and the cost of such shall be paid by each Utility causing the emergency.

VIII) Effective period of permit.

- a) Each permit shall have a set commencement and expiration date based on information provided in the applicant's permit application.
- b) The permit shall remain in place until construction is completed or until its expiration date unless the Utility is in default. The city may give written notice of default to a Utility if it is determined that a Utility has:
 - 1. Violated any provision or requirement of the issuance or acceptance of a permit application or any law of the city, state, or federal government relating to the applicable scope of work;
 - 2. Attempted to evade any provision or requirement of this Section;
 - 3. Practiced any fraud or deceit upon the city; or
 - 4. Made a material misrepresentation or omission of fact in its permit application.

IX) Cancellation for cause.

- a) If a Utility fails to cure a default within twenty (20) working days after such notice is provided to the Utility by the city, then such default shall be a material breach and city may exercise any remedies or rights it has at law or in equity to terminate the permit. If the city manager determines there is cause or reason to terminate, the following procedure shall be followed:
 - 1. City shall serve a Utility with a written notice of the reason or cause for proposed termination and shall allow a Utility a minimum of fifteen (15) calendar days to cure its breach.
 - 2. If the Utility fails to cure within fifteen (15) calendar days, the city may declare the permit terminated.

X) Expiration of permit.

- a) If work is not begun within six (6) months of the date of issuance, the permit will be deemed abandoned and shall automatically expire.

XI) Protection of traffic and roadway.

- a) Unless specifically in the permit, no Utility may occupy the city rights-of-way unless sufficient space is available so that the free flow and safety of traffic and other capacity considerations are not unduly impaired and the installation does not prevent the city from reasonably maintaining the streets, structures, traffic control devices and other appurtenant facilities, and further provided that maintenance and operations of the facilities do not jeopardize the traffic, street structure, other users of the right-of-way or the right-of-way itself.

XII) Grading.

- a) If the grades or lines of any street within the city right-of-way are changed at any time by the city during the term of the permit and this change involves an area in which the Utility's facilities are located, then the Utility shall, at its own cost and expense and upon the request of the city

upon reasonable notice, protect or promptly alter or relocate the facilities, or any part thereof, so as to conform with such new grades or lines. In the event the Utility refuses or neglects to so protect, alter, or relocate all or part of the facilities, the city shall have the right to break through, remove, alter, or relocate all or any part of the facilities without any liability to the Utility and the Utility shall pay to the city the costs incurred in connection with such breaking through, removal, alteration, or relocation.

XIII) Installation of poles and other wireholding structures.

- a) Subject to City Code Section 707, Article 7 of Appendix B and Unless otherwise provided for in existing Right-of-Way Agreements or Service Agreements, (a) no placement of any pole or wireholding structures are to be considered as having granted a Utility a vested interest in the right-of-way; and (b) no facilities shall be so located and installed as to cause interference with the rights and convenience of property owners.

XIV) Georgia Utility Facility Protection Act.

- a) The city adopts all of the requirements and conditions provided in O.C.G.A § 25-9 (the Georgia Utility Facility Protection Act also known as the Georgia Dig Law) and other applicable state law currently in place or as amended, and no Utility shall commence, perform, or engage in blasting or in excavating with mechanized excavating facilities unless and until the Utility planning the blasting or excavating has given forty-eight (48) hours' notice by submitting a locate request to the utilities protection center, beginning the next working day after such notice is provided, excluding hours during days other than working days. Any modification to any permit issued by the city requires the issuance of a new permit by the city as set forth in this Section. A new locate request process must be initiated through the utilities protection center as set forth in this Section after the new permit has been issued.

XV) Restoration of property.

- a) Each Utility shall be responsible for the cost of repairing any facilities in the rights-of-way and adjoining property or other facilities which it or its facilities damage. All grassed areas disturbed shall be sodded when work is complete.

XVI) Replace and/or restore damage; removal of abandoned facilities.

- a) A Utility shall be liable, at its own cost and expense, to replace, restore or repair, any street, facilities or property or structure thereon, thereunder, thereover or adjacent thereto that may become disturbed or damaged as a result of the construction or installation, operation, upgrade, repair or removal of facilities to a condition as good as or better than its condition before the work performed by the Utility that caused such disturbance or damage. If the Utility does not complete such replacement or repair within 30 days of the initial disturbance/damage, the city or the owner of the affected structure or property may make such replacement or repair and the Utility shall pay the reasonable and actual cost of the same.
- b) All facilities that are abandoned following completion of work under a permit must be removed by the Utility. In the event that a Utility does not within sixty (60) days following proper notification remove its abandoned facilities, the city may perform the required work and the Utility shall pay the costs of same.

XVII) Right to inspect; fees.

- a) The Utility shall make the construction site available to the city Manager, or his designee, and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the construction.
- b) The Utility shall pay to city a permit inspection fee, which fee shall be the cost of labor and materials incurred by the city in order to inspect the work as required in this division.

XVIII) Stop work.

- a) At any time, including the time of inspection, the city manager may order the immediate cessation of any work which poses a serious threat to the health, safety, or welfare of the public, violates any law, or which violates the terms and conditions of the permit and/or this Section or issue an order to correct work which does not conform to the permit and/or applicable standards, conditions or codes.

XIX) Notification of completion.

- a) When the construction under any permit is completed, the Utility shall notify the city manager.

XX) Additional permits required.

- a) The Utility shall obtain all construction, building or other permits or approvals as according to city ordinance, state or federal law. In addition, a permittee shall comply with all requirements of laws, shall complete work in a way as to not cause any unnecessary or unauthorized obstructions of sidewalks, streets, waterways or railways, and is responsible for all work done in the rights-of-way regardless of who performs the work. No rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work, except in the case of an emergency as outlined herein.

XXI) Penalties.

- a) Every Utility convicted of a violation of any provision of this Section shall be subject to fines established by the Georgia Department of Transportation and authorized under the laws of the State of Georgia. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

XXII) Granting authority, franchising procedures, right-of-way, and license applications.

- (a) No service provider shall provide cable services or operate a cable system without a state franchise or a local franchise granted in accordance with O.C.G.A 36-76-3 (a)(1), as amended, and the provisions of this Section. No person shall use or occupy the streets to provide any cable services without a state franchise, local franchise, right-of-way agreement, or license granted by the city.
- (b) No service provider shall provide telecommunications services or operate a telecommunications system without a state Certificate of Authority issued by the Georgia Public Service Commission

which Certificate of Authority shall be subject to O.C.G.A. section 46-5-1 et seq in accordance with the provisions of this Section.

- (c) In accordance with O.C.G.A 36-76-3 (a)(1), as amended, the City Council may grant one or more local cable service franchises in accordance with this Section, provided that the City Council reserves the right to modify any provision of this Section by amendment hereof.
- (d) The grant of any local cable service franchise shall be made by adoption of a separate ordinance by the City Council and shall be on such terms and conditions as may be specified in such separate ordinance and/or a franchise agreement between the city and the local franchisee.
- (e) Any local franchise or license granted shall be nonexclusive. The city specifically reserves the right to grant, at any time, such additional local franchises and licenses as it deems appropriate and or itself engage in the provision of telecommunications services.
- (f) The grant of local franchises by the city shall be subject to the provisions of applicable law, such as the provisions in the Communications Act of 1934, as amended, governing cable television franchises and renewals thereof, and O.C.G.A. section 36-76-1 et seq.
- (g) The city may enter into a nonexclusive right-of-way agreement with broadband service providers that do not provide cable service or telecommunications service.
- (h) A franchise may be granted or right-of-way agreement entered into for all or any defined portion of the city.
- (i) Applications for local franchises, licenses, and right-of-way agreements shall be submitted in such form and be issued on such terms and conditions as the City Council may determine, subject to applicable law.
- (j) Any application for a local franchise, license, or right-of-way agreement shall contain and/or require the following information with respect to the proposed local franchise or license and such other information as the City Council shall deem necessary or appropriate:
 - 1. The applicant's name, address, telephone number and federal employer identification number or social security number; copy of the applicant's corporate charter or partnership agreement as applicable; and any trade names (and registrations) used by the applicant.
 - 2. A detailed statement of the corporation or business entity organization of the applicant, including but not limited to the following, and to whatever extent required by the city:
 - i. The names and the residence and business addresses of all officers and directors of the applicant;
 - ii. The names, residence and business addresses of all persons and entities having any share of the ownership of the applicant and the respective ownership share of each person or entity;
 - iii. The names and address of any parent or subsidiary of the applicant, namely, any other business entity owning or controlling applicant in whole or in part or owned or controlled in whole or in part by the applicant, and a statement describing the nature of any such parent or subsidiary business entity, including but not limited to telecommunications or cable systems owned or controlled by the applicant, its parent and subsidiary, and the areas served thereby;
 - iv. A detailed and complete financial statement of the applicant, certified by an independent certified public accountant, for the fiscal year immediately preceding the date of the application pursuant to this Section, or a letter or other acceptable evidence

- in writing from a recognized lending institution or funding source, addressed to both the applicant and the council, setting forth the basis for a study performed by such lending institution or funding source, and a clear statement of its intent as a lending institution or funding source to provide whatever capital shall be required by the applicant to construct and operate the proposed telecommunications or cable system in the city, or a statement from an independent certified public accountant certifying that the applicant has available sufficient free, net and uncommitted cash resources to construct and operate the proposed cable or telecommunications system in the city;
- v. A detailed financial plan (pro forma) describing for each year of the franchise or license, projected number of subscribers, rates, all revenues, operating expenses, capital expenditures, depreciation schedules, income statements and a sources and uses of funds statement; and
 - vi. A statement identifying, by place and date, any other cable system or telecommunication franchise or license awarded to the applicant, its parent or subsidiary; the status of such franchise with respect to completion thereof; the total cost of completion of such franchised cable or telecommunication system; and the amount of the applicant's and its parent's or subsidiary's resources committed to the completion thereof.
3. A detailed description of the proposed plan of operation of the applicant which shall include, but not be limited to, the following:
- i. A description of the cable services and any other telecommunications services proposed to be provided;
 - ii. A detailed map indicating all areas proposed to be served, and a proposed time schedule for the installation of all equipment necessary to become operational throughout the entire area to be serviced;
 - iii. A statement or schedule setting forth all proposed classifications or rates and charges to be made against subscribers and all rates and charges as to each of such classifications, including installation charges, cable service charges and any other telecommunications service charges;
 - iv. A detailed, informative and referenced statement describing the actual equipment and operational standards proposed by the applicant;
 - v. A copy of the form of any agreement, undertaking or other instrument proposed to be entered into between the applicant and any subscriber to cable or telecommunications services; and
 - vi. A detailed statement setting forth in its entirety any and all agreements and undertakings, whether formal or informal, written, oral or implied, existing or proposed to exist between the applicant and any person which materially relate or pertain to or depend upon the application and the granting of the local franchise or license.
4. A copy of any agreement covering the local franchise or license area, if existing between the applicant and any service provider providing for the use of any facilities of the service provider, including but not limited to poles, lines or conduits.
5. Any other details, statements, supplementary information or references pertinent to the subject matter of such application which shall be required or requested by the council, or by any other provision of law.

XXIII) Nonrefundable application fees for new local franchises, right-of-way agreement, or licenses.

- a) *Generally.* No application for a new local franchise, right-of-way agreement or license shall be considered without payment by the applicant of application fees as provided in this section. If a local franchise or license is granted, application fees will not be deemed a credit

towards any other fees or sums due by the applicant. If an application is denied, the application fee will not be refunded.

- b) *Purpose of application fees.* The application fees provided by this section will serve to cover the direct and indirect costs incurred by the city in processing the application, evaluating the applicant and granting a local franchise or license, and shall include, but not be limited to, administrative, engineering, publication, legal and consultant's expenses.
- c) *Application fee.* The applicant will be expected to pay the reasonable costs of the city in evaluating the application. Notwithstanding any other requirement of this Section, each applicant must furnish with its proposal a nonrefundable application fee in the form of a certified check or cashier's check made payable to the city in the amount set forth in the schedule of fees on file with the city clerk.

XXIV) *Responsibilities of applicants.*

- a) It shall be the responsibility of each applicant for a local franchise or license to comply with all applicable laws, ordinances, resolutions, rules, regulations and other directives of the city and any federal, state or local governmental authority having jurisdiction.

XXV) *Evaluation criteria.*

- a) In making any determination hereunder as to any application for a local franchise, right-of-way agreement or license, the City Council may consider such factors as it deems appropriate and in the public interest, including, without limitation:
- b) The adequacy of the proposed compensation to be paid to the city, including the value of any facilities and services offered by the applicant to the city; the adequacy of the proposed compensation to be paid to the city, including the value of any facilities and services offered by the applicant to the city;
- c) The legal, financial, technical and other appropriate qualifications of the applicant; the legal, financial, technical and other appropriate qualifications of the applicant;
- d) The ability of the applicant to maintain the property of the city in good condition throughout the term of the local franchise or license; the ability of the applicant to maintain the property of the city in good condition throughout the term of the local franchise, right-of-way agreement or license;
- e) The value and efficiency to the city and its residents of the services to be provided, including the type of services to be provided, as well as alternatives to those services and services that may be precluded by the grant of the local franchise, right-of-way agreement or license; the value and efficiency to the city and its residents of the services to be provided, including the type of services to be provided, as well as alternatives to those services and services that may be precluded by the grant of the local franchise, right-of-way agreement or license;
- f) The willingness and ability of the applicant to meet construction and physical requirements and to abide by all purpose and policy conditions, limitations and requirements with respect to the local franchise or license; and the willingness and ability of the applicant to meet construction and physical requirements and to abide by all purpose and policy conditions, limitations and requirements with respect to the local franchise, right-of-way agreement or license; and

- g) Any other public interest factors or considerations deemed pertinent by the city for safeguarding the interests of the city and the public.

XXVI) Procedure for consideration of and action on applications.

- a) The city may make such investigations and take or authorize the taking of such other steps as the City Council deems necessary or appropriate to consider and act on applications for local franchises, right-of-way agreements and licenses and determine whether a local franchise, right-of-way agreement or license should be granted to an applicant, and may require the applicant to furnish additional information and data for this purpose. In considering applications, the City Council may seek advice from other City officials or bodies, from such other advisory bodies as it may establish or determine appropriate, or from the public, and may request the preparation of one or more reports to be submitted to the City Council, which may include recommendations with respect to such applications.
- b) If the City Council, after considering such information as it determines to be appropriate, elects to further consider one or more applications, the City Council shall set one or more public hearings for consideration of the applications, fixing and setting forth a day, hour and place certain when and where any persons having any interest therein or objections thereto may file written comments and appear before the City Council and be heard, and providing notice of such public hearing in accordance with applicable law.
- c) The City Council may authorize negotiations between City officials and applicants to determine whether the city and such applicants are able to reach agreement on the terms of the proposed local franchise, right-of-way agreement or license.
- d) Upon completion of the steps deemed appropriate by the City Council, the City Council may grant the local franchise, right-of-way agreement or license, and may specify the conditions under which it is granted. Alternatively, the city may reject any and all applications from whatever source and whenever received except that the city shall not grant an exclusive local franchise, right-of-way agreement or license and may not unreasonably refuse to award an additional competitive local franchise, right-of-way agreement or license. The city also reserves the right to waive any or all requirements when it determines that the best interests of the city may be served thereby and may, if it so desires, request new or additional proposals.

XXVII) Terms and conditions of franchise or right-of-way agreement.

- a) The terms and conditions applicable to any local franchise, right-of-way agreement or license granted pursuant to this Section shall be set forth in the separate ordinance granting the local franchise or license or in a separate written agreement. Such separate ordinance or written agreement, among other things, shall address the following subjects:
 - 1. The term of the local franchise, right-of-way agreement or license;
 - 2. The local franchise, right-of-way agreement or license area and the services, if any, which are the subject of the local franchise, right-of-way agreement or license;
 - 3. The compensation to be paid to the city, which may include the payment of fees or the provision of facilities or services, or both;
 - 4. The circumstances upon which the local franchise, right-of-way agreement or license may be terminated or cancelled;
 - 5. The mechanisms, such as performance bonds, security funds or letters of credit, to be put in place to ensure the performance of the franchisee's, right-of-way agreement entity's or licensee's obligations under the local franchise, right-of-way agreement or license;
 - 6. The city's right to inspect the facilities and records of the local franchisee, right-of-way agreement entity or licensee;

7. Insurance and indemnification requirements applicable to the local franchisee, right-of-way agreement entity or licensee;
8. The obligation of the local franchisee, right-of-way agreement entity or license to maintain complete and accurate books of account and records, and the city's inspection rights with respect thereto;
9. Provisions to ensure quality workmanship and construction methods;
10. Provisions to ensure that the local franchisee, right-of-way agreement entity or license will comply with all applicable City, state and federal laws, regulations, rules and policies, including, without limitation, those related to employment, purchasing and investigations;
11. Provisions to ensure adequate oversight and regulation of the local franchisee, right-of-way agreement entity or license by the city;
12. Provisions to restrict the assignment or other transfer of the local franchise, right-of-way agreement entity or license without the prior written consent of the city;
13. Remedies available to the city to protect the city's interest in the event of the local franchisee's, right-of-way agreement entity's or licensee's failure to comply with terms and conditions of the local franchise, right-of-way agreement or license;
14. Provisions to ensure that the local franchisee, right-of-way agreement or licensee will obtain all necessary licenses and permits from, and comply with, all laws, regulations, rules and policies of any governmental body having jurisdiction over the local franchisee or license, including the Federal Communications Commission;
15. Provisions to ensure that the local franchisee, right-of-way agreement entity or licensee will protect the property of the city and the delivery of public services from damage or interruption of operations resulting from the construction, operation, maintenance, repair or removal of improvements related to the local franchise, right-of-way agreement or license;
16. Provisions designed to minimize the extent to which the public use of the streets of the city are disrupted in connection with the construction of improvements relating to the local franchise, right-of-way agreement or license; and
17. Such other provisions as the city determines are necessary or appropriate in furtherance of the public interest.

XXVIII) State franchises.

- a) Every holder of a state franchise within the city shall:
 1. Notify the city manager at least ten days before providing service within the geographic boundaries of the city;
 2. Upon request by the city but not more often than annually, update its description of its service area provided in its application to the Georgia Secretary of State; and
 3. Maintain a point of contact that shall be available during normal business hours.
 4. The city hereby requires a franchise fee as established by ordinance, of gross revenues generated within the city for any state franchise issued for its corporate boundaries. The city hereby authorizes the city manager to provide written notice to the Georgia Secretary of State and each applicant for or holder of a state franchise within a service area that is wholly or partially located within the city limits of any change to the franchise fee rate applicable to such applicant or holder of a state franchise.

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 _____ 2015.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Financial Services Director

FROM: City Engineer *David A. Borkowski*

DATE: November 11, 2015

SUBJECT: Right-of-Way Occupancy Ordinance – Fee Schedule
November 19, 2015, City Council Meeting

Recommendation:

If Right-of-Way Occupancy Ordinance is approved, Staff recommends that City Council establish two new Application Fees on the City's Fee Schedule with one being a Utility Encroachment Permit Application Fee of \$200, and the other being a Utility Franchise/Right-of-Way Agreement (UFROWA) Application Fee of \$3,000.

Discussion:

If the Right-of-Way Occupancy Ordinance is approved by City Council two new application fees will be needed. One would be a Utility Encroachment Permit Application Fee of \$200, and the other would be a UFROWA Application Fee of \$3,000. The \$200 fee would be for staff review of construction plans for the utility encroachment permit and is based on a day of the Civil Engineer's time. The \$3,000 fee would be for staff's review and the City's consultant's review of the UFROWA Application package. Since the amount of information required for UFROWA is fairly extensive, it requires much more staff and consulting time.

Budget Impact:

The budget impact from this ordinance would most likely be revenue neutral. The revenue generated from any application/permit review fees would be offset by staff review and inspections.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
VIA: City Manager 
FROM: Public Information Officer / City Clerk 
DATE: November 12, 2015
SUBJECT: Certify 2015 Election Results
November 19, 2015, City Council Agenda

Recommendation:

That Council certify the results of the November 3, 2015, General Election and Special Election.

Discussion:

The municipal election and a special election were held on November 3. Council is required to certify the results. The official results, as certified by the Fayette County Board of Elections, are attached. The summary is as follows:

City Council Post 1 (2,077 total votes)

Phil Prebor	1,638 (78.86%)
Shayne Robinson	427 (20.56%)
Write-in Votes	12 (0.58%)

City Council Post 2 (1,702 total votes)

Mike King	1,519 (89.25%)
Write-in Votes	183 (10.75%)

Referendum (2,064 total votes)

YES	715 (34.64%)
NO	1,349 (65.36%)

Budget Impact:

The costs of the Election are included in the FY2016 Budget. No run-off election will be necessary.

Election Summary Report

11/06/15

18:12:11

Fayette County**State of Georgia General Municipal and Special Election****November 3, 2015****Summary For Jurisdiction Wide, All Counters, All Races****OFFICIAL and COMPLETE**

Registered Voters 44574 - Cards Cast 5118
11.48%

Num. Report Precinct 15 - Num. Reporting 15
100.00%

FAYETTEVILLE MAYOR

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	2	2	2	2	2	
Precincts Reporting	2	2	2	2	2	100.0 %
Times Counted (Reg. Voters 11917)	850	14	410	3	1277	10.7 %
Total Votes	841	14	404	3	1262	
GREG CLIFTON (I)	395	8	179	0	582	46.12%
EDWARD J. JOHNSON	443	6	224	3	676	53.57%
Write-in Votes	3	0	1	0	4	0.32%

FAYETTEVILLE CITY COUNCIL P1

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	2	2	2	2	2	
Precincts Reporting	2	2	2	2	2	100.0 %
Times Counted (Reg. Voters 11917)	850	14	410	3	1277	10.7 %
Total Votes	727	12	354	2	1095	
HARLAN SHIRLEY	566	8	301	2	877	80.09%
Write-in Votes	161	4	53	0	218	19.91%

FAYETTEVILLE CITY COUNCIL P2

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	2	2	2	2	2	
Precincts Reporting	2	2	2	2	2	100.0 %
Times Counted (Reg. Voters 11917)	850	14	410	3	1277	10.7 %
Total Votes	808	12	393	3	1216	
KATHALEEN BREWER	417	4	197	3	621	51.07%
MICKEY J. EDWARDS (I)	381	8	194	0	583	47.94%
Write-in Votes	10	0	2	0	12	0.99%

PEACHTREE CITY COUNCIL P1

Polling ABM AIP PRO Total

Number of Precincts	12	12	12	12	12	
Precincts Reporting	12	12	12	12	12	100.0 %
Times Counted (Reg. Voters 27353)	1470	17 638	0	2125		7.8 %
Total Votes	1434	16 627	0	2077		

PHIL PREBOR	1116	11 511	0	1638		78.86%
SHAYNE ROBINSON	309	5 113	0	427		20.56%
Write-in Votes	9	0 3	0	12		0.58%

PEACHTREE CITY COUNCIL P2

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	12	12	12	12	12	
Precincts Reporting	12	12	12	12	12	100.0 %
Times Counted (Reg. Voters 27353)	1470	17 638	0	2125		7.8 %
Total Votes	1197	15 490	0	1702		

MIKE KING (I)	1087	13 419	0	1519		89.25%
Write-in Votes	110	2 71	0	183		10.75%

PEACHTREE CITY REFERENDUM

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	12	12	12	12	12	
Precincts Reporting	12	12	12	12	12	100.0 %
Times Counted (Reg. Voters 27353)	1470	17 638	0	2125		7.8 %
Total Votes	1426	17 621	0	2064		

YES	471	6 238	0	715		34.64%
NO	955	11 383	0	1349		65.36%

TYRONE MAYOR

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	1	1	1	1	1	
Precincts Reporting	1	1	1	1	1	100.0 %
Times Counted (Reg. Voters 5304)	707	3 1006	0	1716		32.4 %
Total Votes	707	3 1006	0	1716		

ERIC DIAL (I)	441	2 726	0	1169		68.12%
DERRICK L. JACKSON	266	1 280	0	547		31.88%
Write-in Votes	0	0 0	0	0		0.00%

TYRONE COUNCIL P1

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	1	1	1	1	1	
Precincts Reporting	1	1	1	1	1	100.0 %
Times Counted (Reg. Voters 5304)	707	3 1006	0	1716		32.4 %
Total Votes	600	2 869	0	1471		

LINDA HOWARD (I)	585	2 850	0	1437		97.69%
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Write-in Votes

15 0 19 0 34 2.31%

TYRONE COUNCIL P2

	Polling	ABM	AIP	PRO	Total	
Number of Precincts	1	1	1	1	1	
Precincts Reporting	1	1	1	1	1	100.0 %
Times Counted (Reg. Voters 5304)	707	3	1006	0	1716	32.4 %
Total Votes	684	2	973	0	1659	
RYAN HOUSLEY (I)	421	2	693	0	1116	67.27%
WIL JAMES	259	0	277	0	536	32.31%
Write-in Votes	4	0	3	0	7	0.42%

STAFF REPORT

TO: Mayor and Council Members

VIA: Interim City Manager
Planning and Development Director
City Engineer

FROM: Senior Planner

DATE: November 12, 2015

SUBJECT: Consider approval of Development Agreement for The Overlook retail center
November 19, 2015 City Council Agenda

Recommendation:

That Council authorize the Mayor to sign the Development Agreement for The Overlook retail center.

Discussion:

The conceptual site plan for The Overlook retail center was initially approved by the Planning Commission on May 12, 2014. The conditions of conceptual site plan approval were later amended by the Planning Commission at their meeting on October 12, 2015.

Staff has been working with the City Attorney, representatives from Trinity Development, as well as representatives from the Southern Conservation Trust on a Development Agreement (Attachment "A") in an effort to formalize various components of this development.

The intent of the Development Agreement is to formalize the conditions of conceptual site plan approval; funding, design and construction of intersection enhancements at the W HWY 54/ Line Creek DR intersection; design, construction and maintenance of an access road through the Line Creek Nature Area; design, construction and maintenance of a stormwater pond and wetland area within the Line Creek Nature Area; and future funding for improvements within the Line Creek Nature Area.

Budget Impact:

There are no budget impacts associated with this request.

Attachment

AFTER RECORDING RETURN TO:

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

DEVELOPMENT AGREEMENT

THE OVERLOOK RETAIL DEVELOPMENT

This Development Agreement ("Agreement") is voluntarily entered into by Trinity Development Group, Inc. and its successors and assigns ("Developer") and the City of Peachtree City, Georgia ("City") to provide an agreement for the development of The Overlook retail center ("Property") to be located at 2760 W HWY 54.

Whereas, a conceptual site plan for the Property was approved by the Planning Commission at their meeting on May 12, 2014, subject to the understandings and conditions contained herein, all of which are imposed on the Property and the Developer; and,

Whereas, the understandings and conditions of conceptual site plan approval for the Property were amended by the Planning Commission at their meeting on October 12, 2015; and,

Whereas, City Staff is currently reviewing the final site plan and building plans for the Property and the conditions of conceptual site plan approval as adopted by the Planning Commission may be revised, deleted, or supplemented by additional conditions, all of which may be incorporated into an amendment to this Agreement; and,

Whereas, the City owns the roads and rights-of-way associated with Line Creek Drive and Line Creek Court and the Developer has expressed an interest in acquiring said roads and rights-of-way. At their meeting on February 2, 2014, the Mayor and City Council authorized the sale of said roads and rights-of-way to the Developer. It is further understood this transaction shall be finalized on or

near November 12, 2015, at which time the Developer shall take ownership and remove the roads and rights-of-way from the Property; and,

Whereas, the city owns the adjoining Line Creek Nature Area ("Nature Area") and has entered into a maintenance and management agreement with the Southern Conservation Trust ("SCT") to manage this property; and,

Whereas, the Developer desires to construct an access road through the Nature Area connecting the Property to the MacDuff Crossing retail center, which was formalized in a Letter of Intent presented to the Mayor and City Council at their meeting on February 19, 2014; and,

Whereas, the Developer has applied for and received approval from the Georgia Department of Transportation (GDOT) to construct intersection enhancements at the W HWY 54/ Line Creek Drive intersection, to include a continuous green-t configuration consisting of turn lanes on Line Creek Drive, converting the drive opposite Line Creek Drive to a right-in/ right-out configuration, adding a concrete gore within W HWY 54 to separate the lanes of travel, and installing an associated traffic signal at the W HWY 54/ Line Creek Drive intersection; and,

Whereas, the Developer desires to construct an off-site stormwater detention/ wetland area on the Nature Area property, to include provisions for water quality and detention for the Property; and,

Whereas, it is understood there shall be no internal road connection between the Property and Planterra Way. By agreeing to this condition, the city recognizes this is a modification to the transportation enhancements identified within the approved W HWY 54 Master Plan; and,

Whereas, the intent of this Agreement is to establish a framework for the development of the Property and all conditions to which the parties have agreed.

Now Therefore, in exchange for the mutual promises and considerations contained herein and for other good and valuable consideration, the parties agree this Agreement is conditioned further as follows:

Conditions of conceptual site plan approval for the Property

1. The Developer shall prepare a plat of the property that combines all tracts of land currently platted as individual parcels into a single tract of land. Said plat shall be submitted to city staff for review and approval and recorded in the Fayette County Tax Assessor's Office prior to submittal of the final site plan.
2. No less than a 75'-wide transition yard buffer shall be provided along the entire length of the southern property boundary adjoining the Cardiff Park subdivision. Any portion of this buffer that is void of vegetation shall be replanted in accordance with the transition yard buffer requirements.

3. The cleared portion of the transition yard buffer where Line Creek Drive is currently located shall be bermed and landscaped in accordance with the transition yard buffer requirements.
4. Off-street automobile parking shall be provided in accordance with the city's parking ordinance. Permanent off-street automobile parking shall not exceed 125 percent of the minimum number of spaces required for the approved use.
5. No less than ten (10) percent of the overall number of parking spaces proposed for the development shall be designated as golf cart parking. Designated golf cart parking shall be located parallel to the sidewalk in front of the buildings and shall be no less than six (6) in width as measured from the face of curb. Areas in front of the entrance doors shall be striped as no parking to allow ingress and egress from the retail stores.
6. Trash compactors shall be provided for each anchor tenant within the retail center and shall be located and screened to minimize noise infiltration. No more than five (5) dumpsters and associated dumpster enclosures shall be provided for the remaining tenants within the retail center.
7. In all areas where retaining walls are required at the rear of the property to accommodate a change in grade, earthen-filled gabion baskets (or an approved equal from an engineering and aesthetic standpoint) shall be used where fill conditions exist. Said gabion baskets shall be planted to create a vegetated wall. Modular block retaining walls (or an approved equal) shall be used where cut conditions exist.
8. Sound baffles shall be installed on all roof-top mechanical equipment facing Cardiff Park.
9. Delivery trucks shall be restricted from making deliveries between the hours of 8:00PM and 8:00AM.
10. No disturbance shall be permitted within the Line Creek Nature Area without prior approval of City Council and the Southern Conservation Trust as Lessee of said property.
11. The Applicant shall coordinate with the City Engineer to ensure the Stormwater Management Plan is prepared in accordance with the City's Post Construction Stormwater Management Ordinance.
12. A complete set of building elevations, including exterior building materials and color selections, shall be submitted to City Staff for review. These plans shall be prepared in accordance with the SR 54 W Design Guidelines and shall be placed on the next available Planning Commission agenda for review and approval.
13. A complete site lighting plan, including all lighting proposed on the exterior of the building, shall be submitted to City Staff for approval prior to

installation. All wall-pack lighting on the exterior of the building shall be specified as full-cutoff fixtures.

14. Once clearing and grading is complete and the building is under construction, the Applicant and the City Landscape Architect shall meet on-site to review the eastern property boundary to determine if additional plant material is necessary in order to screen views of this development from Planterra Way.
15. Should there be substantial changes to the conceptual site plan, a new plan must be developed and re-submitted to Staff and the Planning Commission for review and approval.
16. Approval of the conceptual site plan shall expire 12 months from the date of approval if a final site plan application has not been submitted to city staff for review. Any new submittals shall comply with current ordinances at the time the plan is submitted.
17. To the greatest extent practicable, the sidewalk in front of the retail buildings shall be no less than 15' in width as measured from the face of the building. Planting areas, benches and other amenities shall be located within the sidewalk.

W HWY 54/ Line Creek Drive intersection enhancements

18. The Developer shall submit an irrevocable letter of credit or performance bond to the City Engineer and/ or GDOT for the construction of the intersection enhancements and the installation of a traffic signal at the HWY 54 and Line Creek Drive intersection, such costs being at the sole expense of the Developer. Said irrevocable letter of credit or performance bond shall be submitted prior to the issuance of the Building Permit for the first commercial structure on the Property.
19. The Developer shall fund a new traffic study of this intersection no later than twelve (12) months after the signal is placed into stop and go operation or no later than one (1) month after the Certificate of Occupancy (CO) is issued for the last building on the Property, whichever comes first. The results of said study shall be forwarded to GDOT for their review. Should GDOT determine the traffic signal is no longer warranted, the Developer shall be responsible for removing the signal and all infrastructure, including restoring the travel lanes and intersection to its current configuration, as approved by GDOT, at no expense to the city.

Access road through Nature Area

21. The Developer shall provide, in writing, a formal agreement with the owner of the MacDuff Crossing retail center indicating their approval and support of the proposed access road connection to their property. If a formal agreement is not reached by the time this Development

Agreement is approved, the Developer shall design and construct the access road through the Nature Area from The Overlook tract to the property line adjacent to the MacDuff Crossing retail center and provide no less than a \$25,000 cash payment to the City of Peachtree City for the future completion of the access road.

22. The Developer shall be solely responsible for all costs associated with the design, construction and maintenance of the access road.
23. To the greatest extent practicable, the access road shall meander through the Nature Area and be park-like in design, the intent being to minimize land disturbance within the Nature Area and to take into consideration the change in grade from the Property to the MacDuff Crossing retail center.
24. The access road shall be no less than 24' in width and shall include signage that complies with MUTCD standards.
25. It is understood roadside ditches may be used in lieu of curb and gutter to collect stormwater runoff associated with the access drive. The Developer shall prepare a stormwater management plan specifically for the access road identifying how stormwater and water quality will be accommodated. The plan shall be prepared in accordance with city ordinances and shall be submitted to City Staff for review and approval. The plan shall also identify that runoff associated with the access road will not impact the MacDuff Crossing retail center. Stormwater devices associated with the access road shall be located on the Property unless an easement is approved by the City Council for these devices to be installed within the Nature Area.
26. The Developer shall re-grade and pave the entire width of the existing gravel drive within the Nature Area from the end of pavement adjacent to W HWY 54 to a point 50 feet south of the intersection with the access road as shown on the final site plan. Said intersection shall be designed and signed as a four-way stop intersection.
27. Grading associated with the access road shall be minimized through the use of natural retaining walls (e.g., gabion baskets, etc.).
28. All disturbed areas resulting from construction of the access road shall be re-vegetated to create a naturalistic landscape adjacent to the road.
29. Prior to issuance of the first Certificate of Occupancy for any commercial building on the Property, the Developer shall submit an easement document to the city for review and approval. Said document shall stipulate the Developer and their heirs or assigns shall be solely responsible for maintenance and upkeep associated with the access road in perpetuity.
30. The Developer shall fund and install a single monument sign for the Nature Area where the access road enters the Nature Area from the Property.

Said monument sign shall be similar in design to the existing monument sign for the Nature Area on W HWY 54.

31. The Developer shall replace the existing culvert underneath the existing gravel drive near the parking area with two 36" reinforced concrete pipes and install large, decorative rock (e.g., river rock, blue stone, etc.) within the existing drainage swale no less than ten (10) feet on either side of the gravel drive. The remainder of the drainage swale shall be lined with rip rap.

Construction of stormwater detention/ wetland area within the Nature Area

32. The Developer shall prepare a detailed plan of the stormwater detention/ wetland area that meets all city ordinances, the Georgia Stormwater Management Manual, and the city's Local Stormwater Design Manual. Approval of the plan shall be at the sole discretion of the City Council, and this Agreement does not give the Developer any rights, either express or implied, to construct such stormwater detention/ wetland area within the Nature Area or otherwise interfere with any rights of third parties to such property.

It is understood SCT currently has a lease agreement with the City which includes such area, and any plan submitted by the Developer must be reviewed and approved by City Staff and SCT before it is submitted to the City Council for consideration. Paragraphs 33 through 35 below shall only apply if the City Council approves the plan submitted by the Developer to locate the stormwater detention/wetland area within the Nature Area.

33. Design elements shall be incorporated into the overall design of the stormwater detention/ wetland area and shall include, but not be limited to, the following:
 - o Construction of an asphalt parking area for no less than three (3) golf carts adjacent to the wetland area.
 - o No less than one overlook/ viewing area.
 - o A soft surface (e.g., mulch, stone or natural surface) trail around the perimeter of the stormwater detention/ wetland area.
 - o Plant material and landscaping as identified within the Georgia Stormwater Management Manual.
34. The Developer shall maintain no less than a 75' natural buffer separating any disturbance associated with the stormwater detention/ wetland area from the rear property lines of the homes within the Cardiff Park subdivision.

35. Prior to issuance of the first Certificate of Occupancy for any commercial building on the Property, the Developer shall submit an easement document to the city for review and approval. Said document shall stipulate the Developer and their heirs or assigns shall be solely responsible for maintenance and upkeep associated with the stormwater detention/ wetland area in perpetuity.

Maintenance shall be defined as those typical maintenance activities included within the Peachtree City Stormwater Design Manual and the Chapter on stormwater wetlands within the Georgia Stormwater Management Manual.

Funding for future improvements within Nature Area

36. The Developer shall provide a stewardship pledge in the amount of \$100,000 to SCT to be used specifically for future improvements within the Nature Area. It is understood that \$50,000 of this pledge shall be paid to SCT no later than November 30, 2016, with the remaining \$50,000 due and payable no later than November 30, 2018
37. The Developer agrees to continue their sponsorship of SCT's annual Farm to Table event and shall pledge \$5,000 per year for 2015, 2016, 2017, 2018 and 2019.

Specifications related to the Development Agreement

38. COVENANTS RUNNING WITH THE LAND. The terms and conditions of this Agreement shall be binding upon the Developer and its successors-in-title to the Property and shall run with the title to the Property attached hereto. In addition, it is the intention of the parties that the terms and conditions of this Agreement shall automatically renew in accordance with O.C.G.A. § 44-5-60. The conveyance of the title to the Property by the Developer to a successor-in-title shall constitute an assumption by such successor-in-title of all obligations of the Developer hereunder, and upon such conveyance being made and recorded, the City thereafter shall look solely to the successor-in-title to the Property for the performance of the obligations of the Developer hereunder, including all monetary obligations hereinabove referenced.
39. DATE OF EFFECTIVENESS OF THIS AGREEMENT. This Agreement shall be effective between the parties, their successors and assigns, immediately upon execution of this Agreement by all parties hereto.
40. PREVIOUS WRITTEN AND ORAL STATEMENTS. All previously written or transcribed plans, documents, letters, notes, minutes, and memorandums, together with all oral representations and agreements concerning all

matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties.

41. AMENDMENT AND MODIFICATION OF AGREEMENT. This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions, or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City and the Developer, or the Developer's assigns and successors in title to the remaining undeveloped portion of the described Property.
42. BINDING EFFECT. This Agreement shall be binding upon the undersigned, their heirs, administrators, executors, successors, and assigns.
43. NOTICES. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at the address set forth below, or transmitted by facsimile to the facsimile number set forth below with hard copy sent within three (3) days thereof by one of the other approved methods of delivery. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or courier delivery or facsimile transmission or on the third (3rd) day following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address or facsimile number hereunder.

If to the City:

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Attn: City Manager

If to the Developer:

Vince Riggio, Managing Partner
Trinity Overlook, LLC
1915 Airport Road, Suite 2D
Atlanta, GA 30341

With a Copy to:

David F. Cooper
Kitchens Kelley Gaynes, P.C.
Glenridge Highlands One
Suite 800
Atlanta, GA 30342

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this ____ day of _____, 2015.

CITY OF PEACHTREE CITY, GEORGIA (City)

ATTEST:

By: _____

City Clerk

(SEAL)

TRINITY OVERLOOK, LLC (Developer)

By: _____
Vince Riggio, CCIM

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie, Interim City Manager 

DATE: November 11, 2015

SUBJECT: Appoint Member to the Public Facilities Authority
November 19, 2015 - City Council Agenda

Recommendation:

Consider appointment to fill vacant seat upon Facility Authority Board.

Discussion:

In 2011, HB589 was passed during the session of the General Assembly. Section 2 of the Enabling Act establishes who sits on the board and for how long. The bill states the members are to be appointed by the mayor and council of the City of Peachtree City. City council members and the Mayor may be appointed as members of the authority. The initial terms were staggered but the consequent terms are for 3 years. The board had a member roll-off as of 6/15/15 resulting in one vacancy.

City Council has various options to fill the vacancy as bulleted below:

- City Council can appoint any current Council member that is currently not on the Facilities Authority Board.
- City Council can appoint the newly elected Council Member based upon certified election results from the November 3, 2015 City Council election. In this case, the member would be appointed from November 2015 through June 15, 2018.

Budget Impact:

There are no budget impacts associated with this agenda item.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Interim City Manager *gr (PRD)*

DATE: November 13, 2015

SUBJECT: Update on the Peachtree City Fire Department 50th Anniversary &
Plans by the Volunteer Firefighters Association
November 19, 2015, City Council Agenda

The Fire Department will have a presentation at the meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: City Clerk 

DATE: November 13, 2015

SUBJECT: Consider Findings of Hearing Officer in Ethics Complaint
November 19, 2015, City Council Meeting

Recommendation:

That Council take one of the following actions relative to the attached findings, as provided by Sec. 62-76 of Peachtree City's Ethics Ordinance:

1. Accept the findings and recommendations of the hearing officer;
2. Accept the findings of fact and reject the recommendation, instead substituting its own discipline; or
3. **(Requires supermajority vote)** Reject the findings and recommendations and either:
 - a) Dismiss the complaint; or
 - b) Conduct a hearing to determine alternate findings and recommendations.

Discussion:

In February 2014, Council adopted a revised Ethics Ordinance governing the filing and hearing of Ethics Complaints filed with the City. The new ordinance replaced the former Ethics Board, comprised of two appointees by each Council Member and the Mayor, with the use of a hearing officer selected from a pool of attorneys who neither live nor practice law within a 10-mile radius of Peachtree City.

On September 24, the City received an Ethics Complaint against Mayor Fleisch regarding the filing of campaign reports related to her former term as a City Council Member. Pursuant to the new ordinance, the City Clerk (in the presence of the City Manager and City Attorney) randomly drew the name of Mr. Tommy Greer of Carrollton as hearing officer from the pool of five eligible attorneys.

Mr. Greer's summary of the complaint, along with his findings and recommendation of dismissal, are attached.

Findings:

- 1. Complaint not timely filed**
- 2. Complaint not justified.**

Recommendation: **Dismissal**



THOMAS E. GREER
JON GREER
ERICA L. TISINGER

GREER TISINGER

THOMAS E. GREER
tommy@greertisingerlaw.com

November 5, 2015

Via e-mail and UPS
btyler@peachtree/city.org

Ms. Betsy Tyler
Public Information Office/City Clerk
City of Peachtree City
155 Willowbend Road
Peachtree City, GA 30269

Re: Ethics Complaint filed by Martine Yancey September 24, 2015
Report of Hearing Officer

Dear Ms. Tyler:

BACKGROUND

The undersigned was appointed Hearing Officer for purposes of the Complaint referenced above in compliance with the Peachtree City Code of Ethics Ordinance, Sec. 62-74 on October 6, 2015. Thereafter, the undersigned reviewed the following documents:

- A. The Complaint by Martine Yancey
- B. The Response by Ms. Vanessa Fleisch
- C. The Peachtree City Code of Ethics Ordinance

The Complaint was filed on September 24, 2015. A Response was filed on October 5, 2015. The Complaint alleges that now Mayor Vanessa Fleisch during her campaign for Mayor failed to file Campaign Disclosure Reports for the last year she was in office as a City Council Member in Peachtree City (2013). Complainant concedes that the Mayor timely filed her reports for the Mayor's 2013 Mayoral Campaign. Therefore, the Complaint is confined to allegations of violations for the last year of the Mayor's service as a member of the Council.

210 South Street · Carrollton, Georgia 30117 · Telephone: 770.836.8327 · Facsimile: 770.838.9756

www.greertisingerlaw.com

In the Mayor's Response, the Mayor points out that when she set up a new account with the State Ethics Committee, she received an e-mail in February of 2013 with two new logins and passwords needed for the Mayoral Account, and assumed since her City Council Account had a zero balance, she no longer needed to file under that account.

The Mayor goes on to point out that her first notice of any alleged violation of reporting requirements September 14, 2015. The Hearing Officer in complaints like the present one is charged with reviewing the relevant documents and conducting an investigation, and making a determination as to whether the Complaint is in conformity with the requirements of Sec. 62-73, whether the Complaint is unjustified, frivolous, or patently unfounded, or whether the Complaint demonstrates facts sufficient to invoke disciplinary jurisdiction. (See Sec. 62-75(b)). Thereafter, the Hearing Officer is charged with making a written report to be transmitted to the Clerk, to be done within 45 days of the filing of the Complaint, and within seven days of the completion of the investigation. (See Sec. 62-75(e)). The Complaint reveals on its face that it was filed on September 24, 2015, and therefore, this Report is filed within 45 days of the filing of the Complaint. The investigation of the undersigned was completed on November 2, 2015, and this Report is forwarded to the Clerk within seven days of that date. (See Sec. 62-75(e)).

The recommendation in this Report is that the Complaint be dismissed on two grounds. The first is that it was not timely filed as required by Sec. 62-73(b). The second is that the Complaint was unjustified. The reasoning for this decision is set forth below.

NOTE: It is not necessary for the Hearing Officer in this case to address the issue of the propriety or inpropriety of the fines imposed by the State. A procedure for determining that issue exists, and it is apparent from the Complaint that that process is being pursued contemporaneous with this decision on the Complaint under the Code of Ethics.

RECOMMENDATIONS OF HEARING OFFICER

A. The Complaint Was Not Timely Filed.

Sec. 62-73 of the Code of Ethics provides that no action may be taken on any Complaint which is filed later than one year after a violation of this Code of Ethics is alleged to have occurred. (62-73(b)). That same subsection goes on to provide that a Complaint alleging a violation must be filed within six months from the date the Complainant "knew or should have known" of the action alleged to be a violation. (Sec. 62-73(b)). The present Complaint does not satisfy the requirements of either of these time frames. The relevant dates are not in controversy. The Complaint was filed on September 24, 2015. (See Complaint). The last alleged violation set forth in documents attached to the Mayor's Response was December 31, 2013. The Complaint was not filed until September 24, 2015, 20 plus months later. It is clear that this Complaint was filed "later than one year after a violation of this Code of Ethics is alleged to have occurred..." (Sec. 62-73 (b)). While Complainant may take the position she only learned of the alleged violations on September 2, 2015 the one year bar imposed by Sec. 62-73 is not tied to when knowledge of the alleged violation was obtained. It is on its face an absolute bar.

Moreover, Sec. 62-73 goes on to provide that a Complaint such as the present one cannot be filed any later than six months from the date "the Complainant knew or should have known of the action alleged to be a violation..." (62-73(b)). The Complaint on its face reveals Complainant in this case learned of the alleged violations by perusing a public website with regard to campaign contributions and rules where one could search and look up "candidates past and present," see who their donors were, and "what they reported with regards to their finances, and home ownership, jobs, etc." Therefore, it is certainly arguable that the Complainant, with access to a public website, either knew or could have known of these alleged violations within six months of the date the last violation was alleged (December 31, 2013). In any event, the Complaint was filed well outside the absolute one year deadline imposed by Sec. 62-73 (b).

NOTE: The undersigned is not unaware of the provisions of Sec. 62-73(a) which prohibits the filing of complaints against a person seeking election as a member from the date qualifying opens for the elected office to the date of certification of the election results of that office. (See Sec. 62-73 (a)). In the first instance, the Complaint at issue here was not related to an office then at issue, the Mayoral election. Secondly, even if that were not the case or not controlling, it is inconceivable the results of the Mayoral election were not certified soon after the alleged violation of December 31, 2013 with the Mayor having taken office as of January of 2014.

B. The Complaint Is Not Justified.

To assign any validity to this Complaint would be a massive triumph of form over substance. In other words, it is clear that there was no intent by the Mayor in this case to violate the State Rules with regard to the filing of reports. The Complainant herself concedes that the Mayor complied with requirements for filing of reports in her Mayoral Campaign. The Mayor's explanation for the failure to file under the City Council Member Account is a logical one. In other words, a zero account balance, and having been given logins and passwords for her Mayoral Account, it would not be illogical for the Mayor or any other candidate similarly situated to assume that the requirement for filing Campaign Finance Reports would relate only to the office one was seeking at the time. The Code of Ethics Sec. 62-74(c) places the burden of proof on the complaining party to establish the violation under the Code of Ethics by "clear and convincing evidence." There is no clear and convincing evidence of any intent on the part of the Mayor to circumvent the Campaign Finance Reporting laws. On the contrary, the only believable evidence is that Respondent Mayor was proactive and believed that she was complying with reporting requirements.

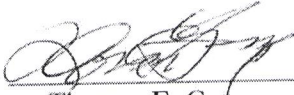
CONCLUSION

Based on the forgoing Findings of Fact and analysis of the controlling provisions of the Code of Ethics for Peachtree City, the determination of the undersigned is that this Complaint was not timely filed in conformity with the requirements of Sec. 62-73(b) and that the Complaint is unjustified. For that reason the Complaint should be dismissed.

Respectfully submitted this 5th day of November, 2015.

GREER TISINGER, LLC

210 South Street
Carrollton, Georgia 30117
Phone: (770) 836-8327
Fax: (770) 838-9756

By: 

Thomas E. Greer
Georgia Bar No. 309450

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Clerk 
DATE: November 13, 2015
SUBJECT: Consider Employment Agreement and Appointment of City Manager
November 19, 2015, City Council Meeting

Recommendation:

That Council consider the attached employment agreement with Jon Rorie and his appointment as City Manager.

Discussion:

As you know, at the November 5 City Council Meeting, Council announced that there was one candidate under consideration for the position of City Manager, Jon Rorie. Mr. Rorie was appointed as Interim City Manager on May 21 upon the retirement of Dr. Jim Pennington.

The attached contract was negotiated with Mr. Rorie and is now ready for Council consideration.

Budget Impact:

Salary and benefits for the City Manager position were approved in the FY 2016 budget.

EMPLOYMENT AGREEMENT

TABLE OF CONTENTS

Section 1: Term
Section 2: Duties and Authority
Section 3: Compensation
Section 4: Health, Disability and Life Insurance Benefits
Section 5: Vacation and Sick Leave
Section 6: Automobile
Section 7: Retirement
Section 8: General Business Expenses
Section 9: Termination
Section 10: Severance
Section 11: Resignation
Section 12: Performance Evaluation
Section 13: Hours of Work
Section 14: Outside Activities
Section 15: Indemnification
Section 16: Bonding
Section 17: Other Terms and Conditions of Employment
Section 18: Notices
Section 19: General Provisions

Employment Agreement

This Agreement, made and entered into this _____ day of _____, 2015, by and between the City of Peachtree City, Georgia, a municipal corporation, (hereinafter called "Employer") and Jonathan N. Rorie, (hereinafter called "Employee") an individual who has the education, training, and experience in local government management, both of whom agree as follows:

Section 1: Term

The term of this Agreement shall be for an initial period beginning on October 15, 2015, and ending on September 30, 2016. This Agreement shall automatically renew for an additional term of one (1) year, beginning on October 1 and ending on September 30 of each succeeding year, unless notice that the Agreement will not be renewed is given by the Employer at least 3 months before the expiration of the then-current term of this Agreement ("Expiration Notice"). In the event that the Expiration Notice is given, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the then-current term of this Agreement unless Employee resigns or is terminated pursuant to Section 9 below.

Section 2: Duties and Authority

Employer agrees to employ Jonathan N. Rorie as City Manager to perform the functions and duties specified in Section 2.18 of the City of Peachtree City Charter and Chapter 2, Administration, Article III, Officer and Employees, Division II, Chief Administrative Officer of the Code of Ordinances of Peachtree City, and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Base Salary: For the initial term of this Agreement, the Employer agrees to pay Employee an annual base salary of \$126,000, payable in installments at the same time that the other employees of the Employer are paid. This base salary shall remain in effect for all subsequent terms of this Agreement unless revised by the Employer.

Section 4: Health, Disability, and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his dependents equal to that which is provided to all other employees of the City.
- B. The Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee.
- C. The Employer agrees to provide and to pay the premiums due for term life insurance in the amount of at least two (2) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

- D. The Employer shall provide travel insurance for the Employee while the Employee is traveling on the Employer's business, with the Employee to name the beneficiary. Should the Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick, and Military Leave

- A. The Employee shall accrue vacation leave on an annual basis at the rate of 6.16 hours per pay period. In addition, the employee may carry over a maximum of 200 hours annually.
- B. The Employee shall accrue sick leave at the rate provided to any other City employee up to a maximum cap of 480 hours.
- C. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation leave and accrued holidays, but not sick leave.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee. Employer shall pay to Employee the sum of Three Hundred Fifty Dollars (\$350.00) per month for the use of personal vehicle. It shall be the Employee's responsibility to pay for all costs associated with the operation, maintenance, and repair of the vehicle. In addition, it shall be the Employee's duty to maintain insurance on said vehicle in an amount that is not less than the insurance maintained by the Employer on City vehicles. Proof of such insurance must be provided to the Employer on an annual basis.

Section 7: Retirement

- A. The Employer agrees to pay an amount equal to five percent (5%) of employee's annual salary into the 401(a) Senior Management Plan.
- B. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee to adequately continue the professional development of Employee, including, but not limited to, the ICMA Annual Conference, the State Municipal Association, and such other national, regional, state, and local governmental

groups and committees in which Employee serves as a member. All such expenses must be approved as part of the annual budget process by Employer prior to being incurred by Employee.

- C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer. All such expenses must be approved as part of the annual budget process by Employer prior to being incurred by Employee.
- D. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in a local civic club or organization. All such expenses must be approved as part of the annual budget process by Employer prior to being incurred by Employee.

Section 9: Termination

For the purpose of this Agreement, termination shall occur when:

- A. The majority of the City Council votes to terminate the Employee at a duly authorized public meeting or votes not to renew Employment Agreement upon its expiration at a duly authorized public meeting.
- B. The City of Peachtree City Charter is amended in a manner that substantially changes the form of government relating to the position of City Manager, and Employee provides written notice to Employer, within thirty (30) days after the effective date of such amendment, that Employee considers such changes to constitute termination.
- C. The Employer reduces the base salary, compensation, or other financial benefits of Employee, and Employer fails to restore such reduction within fifteen (15) days of written notice from Employee of such improper reduction. Specifically excepted from this provision is any reduction that is applied in no greater percentage than an across-the-board reduction for all City department heads.
- D. Good cause, which includes the following:
 - (1) Failure to fulfill the City Manager's duties as required in this Agreement, in the City Charter, or in the City's Code of Ordinances;
 - (2) Incompetence or inefficiency in the performance of the City Manager's duties as documented by evaluations, supplemental memoranda, or other written communication from the Council, provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Council has provided the Employee a reasonable opportunity to remediate any incompetency or inefficiency;
 - (3) Insubordination or failure to comply with lawful written Council directives;
 - (4) Failure to comply with applicable Laws and Authorities;

- (5) Neglect of duties;
- (6) Drunkenness or excessive use of alcoholic beverages;
- (7) Illegal use of drugs, hallucinogens, or other substances regulated by the Georgia Controlled Substances Act;
- (8) Disability, not otherwise protected by law, that impairs performance of the required duties of the Employee;
- (9) Immorality which is conduct that is not in conformity with the accepted moral standards of the community encompassed by the City. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (10) Assault on an employee or citizen of the City;
- (11) Knowingly falsifying records or documents related to the City's activities;
- (12) Conscious misrepresentation of material facts to the Council or other City officials in the conduct of the City's business;
- (13) Any other reason constituting "good cause" under the terms of the City's Personnel Policy, including, but not limited to, any action which constitutes harassment or related conduct;
- (14) Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by the Employee under this Agreement or under the Charter and Ordinances of the City of Peachtree and/or the laws of the United States or the State of Georgia;
- (15) Any misconduct of the Employee involving an act which constitutes a felony, or a crime of moral turpitude, or an act of criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to the City Manager's official duties hereunder; or
- (16) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the Employee in his official capacity.

Section 10: Unilateral Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9, provided, however, that no severance shall be paid to Employee if employment is terminated for Good Cause as set forth in Section 9 (D) of this Agreement.

If the Employee is terminated and entitled to Severance, the Severance Amount and Severance Benefits shall be as follows:

1. If between the dates of October 15, 2015, and September 30, 2016, the Employee shall receive a Severance Amount equal to six (6) months of salary and Severance Benefits equal to six (6) months of benefits.
2. If between October 1, 2016, and September 30, 2017, the Employee shall receive a Severance Amount equal to four (4) months of salary and Severance Benefits equal to four (4) months of benefits.
3. If between October 1, 2017, and all subsequent contract periods, the Employee shall receive a Severance Amount equal to three (3) months of salary and Severance Benefits equal to two(2) months of benefits.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of thirty (30) days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

The City Council shall annually review the performance of the Employee in October subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with or a reduced dedication to his responsibilities under this Agreement.

Section 15: Indemnification

Beyond that required under Federal, State, or Local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities,

unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense to defend such legal action, and Employer may not unreasonably withhold approval of such representation. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any indemnified claim. Unless the Employee is a party to the suit, Employee shall have no veto authority over the settlement of any indemnified claim. In the event Employee is required to be involved in litigation subsequent to the termination or expiration of this Agreement, as a party, witness, or advisor to Employer, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any such litigation, including reasonable consulting fees and travel expenses.

Section 16: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Peachtree City, Georgia, Charter or any other law.

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. EMPLOYER:

Mayor
City of Peachtree City, Georgia
151 Willowbend Road
Peachtree City, Georgia 30269

2. EMPLOYEE:

Jonathan N. Rorie
Address on file with Human Resources
Peachtree City, Georgia 30269

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

- A. Integration: This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and superseded by this Agreement. The parties by mutual written agreement, signed by both parties, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect: This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Effective Date: This Agreement shall become effective on _____.
- D. Severability: The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, The City of Peachtree City, Georgia, has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the Employee has signed and executed the Agreement, both in duplicate, this date.

_____, Employee _____, Mayor

ATTEST:

_____, Witness _____, City Clerk

APPROVED AS TO FORM:

_____, Witness _____, City Attorney