

City Council of Peachtree City
Meeting Minutes
October 19, 2017
7:00 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, October 19, 2017. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

Announcements, Awards, Special Recognition

Proclamation – Retired Educators Day

Fleisch read a proclamation declaring Sunday, November 5, 2017, as Retired Educators Day in Peachtree City. She thanked retired educators for their service to the community and urged Citizens to observe the day in an appropriate manner.

Recognition of Paul Salvatore – Government Chief Information Officer Certification

The Mayor recognized Finance Director Paul Salvatore for completing the University of Georgia's Government Chief Information Officer program, offered by the University's Carl Vinson Institute of Government. She noted that the program was strenuous, and applicants were required to meet education and experience requirements to apply, and then complete online and in-person classes, assignments, and a comprehensive project to earn the certification.

Recognition of Financial Services - GFOA Certificate of Excellence in Financial Reporting

The Finance Department was honored for earning its 19th Certificate of Excellence in Financial Reporting from the Government Finance Officers Association, a national organization.

Presentation by the North Georgia Water Planning District

Katherine Zitsch, Director of the Metropolitan North Georgia Water Planning District, gave Council an overview of the district's work. She explained that the district included 15 counties and 95 cities, totaling about 5.7 million people. The area covered relied on surface water for its needs, she noted, leaving it at the mercy of a cycle of rainfall and droughts. Drought conditions were currently prevailing, meaning that smaller reservoirs, such as in Peachtree City, were in good shape, while larger ones were recovering from last year's rainfall deficit.

Zitsch explained that the district's board members, composed of representatives from each jurisdiction, along with stakeholders, formulated a regional plan with action items that each government had to implement. Zitsch noted that although the region's population had increased over the past decade, water use was down. She also pointed out that sewer overflows were on the decline. Metro Atlanta relied on a wastewater management system that treated wastewater and returned it to the system for use by consumers downstream. In response to a question from Learnard, Zitsch told Council the district was working on action items to encourage communities to return wastewater to the basin from which it came.

City Manager Jon Rorie said the 2017 update to the water plan led to other actionable items the City would have to address through its stormwater plan. Zitsch said Senior Planner Robin Cailloux had identified items that applied to Peachtree City. Cailloux noted that one of the goals in the City's comprehensive plan was to maintain water quality. She said one focus would be on getting all water policies in line with the regional district's action items, County water regulations, and inter-departmentally within the City.

Public Comment

There was no public comment.

Agenda Changes

There were no agenda changes.

Minutes

October 5, 2017, Regular Meeting Minutes

King moved to approve the October 5, 2017, regular meeting minutes as written. Ernst seconded. Motion carried 4-0-1 (Learnard).

Quarterly Reports – Third Quarter

Prebor noted that the new format for the reports looked good.

Consent Agenda

- 1. Consider Alcohol License – NEW – The Fit Kitchen, 109 Lexington Circle**
- 2. Consider Cancellation of December 21, 2017, Regular City Council Meeting**
- 3. Consider FY2018 Budget Amendment (Overtime)**
- 4. Consider FY2018 Budget Amendment (Bucket Truck)**

Learnard moved to approve Consent Agenda items 1-4. Prebor seconded. Motion carried unanimously.

Old Agenda Items

10-17-01 Consider Contract for Amphitheater

Recreation and Special Events Administrator Quinn Bledsoe presented Council with a recommendation for management of the Frederick Brown, Jr. Amphitheater for 2018. She said for the past year, she, Rorie, Salvatore, Purchasing Agent Angela Egan, and Amphitheater Business Manager Mary Camburn had been formulating a management plan that would enable the Amphitheater to continue and possibly improve its operations. She noted that 2017 was a year of change, with long-time Amphitheater Manager Nancy Price retiring, temporary management taken over by The Show Business, and the transfer of Amphitheater oversight to the Recreation and Special Events Department. Bledsoe explained that the management search team wrote a request for proposal (RFP), and the group scoring highest was PRT LLC, a joint venture consisting of Premier Events, RCS Productions, and Ticket Alternative. Premier Events, which had contracts with venues including the Chastain Park Amphitheater and numerous outdoor festivals, including Atlanta Pride and the Atlanta Dogwood Arts Festival, would handle concessions, marketing, and sponsorships. RCS Productions would be responsible for talent acquisition, production and technical services, and day-of-show management. They work with several area cities, including Alpharetta, Duluth, and Marietta, as well as with the Sweetland Amphitheater in LaGrange and the Atlanta Botanical Gardens. Bledsoe reported that being in a group gave The Fred more bargaining power in contracting with acts. Ticket Alternative, the current ticket provider, would remain as part of the management venture, she remarked.

Bledsoe went on to say the City would continue to supply a business manager to oversee financials, and would approve talent lineups and maintain the facility. She pointed out that PRT was aware of the desires of the community and had been told to select acts with those standards in mind. Bledsoe noted that PRT and the City had approved a budget in line with what was allotted in the FY 2018 budget, and the contract had been approved by City Attorney Ted Meeker. She added that these firms received glowing references from both the Sweetland Amphitheater and the City of Alpharetta.

Learnard clarified that although the Amphitheater fell under the Recreation Department, it was still financed through the Enterprise fund. Rorie confirmed this and went on to explain that one of the goals was maintaining the feel of a hometown venue. However, additional purchasing power could draw bigger acts. Learnard said she was familiar with RCS Productions through her work with the annual artists fundraising gala at West Georgia Tech. Ernst reminded the companies that this was Peachtree City's

amphitheater and inquired if concert goers would still be able to bring coolers. Bledsoe assured him that would still be allowed.

King moved to award the contract for management of The Frederick Brown Jr. Amphitheater to PRT LLC. Learnard seconded. The motion carried unanimously.

New Agenda Items

There were no new agenda items.

Council/Staff Topics

Public Information Officer/City Clerk Betsy Tyler presented two proposed ordinance amendments. She asked for Council input and said staff would bring the amendments for consideration in the coming weeks.

Proposed Ordinance Amendment – Commission / Authority / Board Appointments

Tyler explained that this would update language regarding the appointment process to City boards and commissions, which had not been changed for many years. She noted that the ordinance currently stated that applicants to City boards should not be council members or members or staff, and, technically, that was not followed, since some boards, such as the Public Facilities Authority, were made up of the Mayor and Council. Tyler said the amendments clarified this by referencing the enabling legislation that allowed council members to serve or to appoint members to boards. Other changes would clarify the application process. Language was added to note that members of the Planning Commission could not be City Council members because Council heard appeals of Planning Commission decisions, Tyler reported. Tyler said they had also removed language that implied the Planning Commission had a budget and could appoint staff or enter into contracts. She told Council if they had any questions or wished to make suggestions, they could contact her or Rorie.

Proposed Ordinance Amendment – Alcoholic Beverages – Manufacturer's License

Tyler said this ordinance amendment was drafted by a private attorney representing a company interested in opening an alcoholic beverage manufacturing business in the City. She said recent changes in State law made it necessary to amend the City's ordinance to add a licensing category for these manufacturers and to incorporate definitions that corresponded with State law. The City Attorney had reviewed the ordinance, Tyler reported. She added that suggestions for fees for the new licenses would be included in the final proposal to Council. Other changes included eliminating outdated language and updating the section on excise taxes to reflect the operations of a manufacturer. Tyler said it provided for a manufacturer to pay sales tax instead of excise tax when product was sold at the facility, as permitted under the new State laws. A new section covered rules for manufacturers and incorporated State law, she noted.

Rorie clarified that these amendments were driven by changes in State legislation regarding craft breweries.

There being no further business, Learnard moved to adjourn. King seconded. Motion carried unanimously. The meeting adjourned at 8:43 P.M.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: October 31, 2017

SUBJECT: Alcohol Ordinance Amendments – Manufacturers' Licenses
November 2, 2017, City Council Meeting

Recommendation:

Staff recommends that Council adopt the attached amendment to the Alcohol Ordinance to create Manufacturers' Licenses, and to set the license fees as follows:

Application Fee -	\$200 for a new license
	\$150 for a change in license
Manufacturer License – Malt Beverage	\$775 per year
Manufacturer License – Wine	\$575 per year
Manufacturer License – Distilled Spirits	\$5,000 per year

Discussion

At the October 19 meeting, staff previewed proposed changes to the Alcohol Ordinance that would establish three new license categories for manufacturers. These changes reflect recent changes in state law that have allowed for on-premises samples and sales of alcohol at manufacturing locations. Peachtree City has had inquiries from prospective new manufacturers interested in locating here, but the City's current ordinance lacks a license category for manufacturers and the associated definitions that correspond with State law.

The proposed amendments update the City's definitions to address alcoholic beverage manufacturing, create an associated license category, eliminate outdated language related to taxes imposed prior to 2002, and update the alcohol excise tax section to reflect the operations of a manufacturer. Finally, a section specific to the operations of an Alcohol Manufacturer has been created.

If Council approves the amendment, the license fees will also need to be established. Staff is recommending the same annual license fees that are charged for on-site consumption and package sales licenses, based upon the type of alcohol sold.

Budget Impact

The budgetary impact is yet to be determined, but this item will allow for additional types of businesses to locate in Peachtree City and obtain alcohol licenses.

AN ORDINANCE TO AMEND CHAPTER 6, ALCOHOLIC BEVERAGES, OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED, TO ESTABLISH MANUFACTURERS LICENSES AND REQUIREMENTS; TO PROVIDE FOR DEFINITIONS; TO ESTABLISH EXCISE TAXES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES

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

Section 1. Article I, Section 6-2, as amended, is hereby further amended and is to be codified as follows:

Sec. 6-2 Definitions:

Malt beverage means any alcoholic beverage obtained by the fermentation or any infusion or decoction of barley, malt, hops or any other similar product, or any combination of such products in water, containing not more than ~~fourteen~~six percent alcohol by volume, and including but not limited to ale, porter, brown, stout, lager beer, malt liquor, small beer and strong beer.

Manufacturer means any maker, producer, or bottler of an alcoholic beverage and:

- 1) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits;
- 2) In the case of malt beverages, any brewery; and
- 1)3) In the case of wine, any vintner.

Premises means a definite enclosed area or other outside area with controlled ingress and egress wherein spirituous liquors, alcoholic beverages, malt beverages or wine shall be manufactured; sold and consumed; and/-or sold by the package to be consumed elsewhere.

Section 2. Article II, Section 6-36, as amended, is hereby further amended and is to be codified as follows:

Sec. 6-36. - License required to sell alcoholic beverages.

- (a) Licenses for the sale of alcoholic beverages shall be issued by the city clerk at an annual license fee to be established by city council resolution for the following:
- (1) Retail consumption dealer (distilled spirits);
 - (2) Retail package dealer (distilled spirits);
 - (3) Retail consumption dealer (malt beverage);

- (4) Retail package dealer (malt beverage);
- (5) Retail consumption dealer (wine);
- (6) Retail package dealer (wine);
- (7) Wholesale dealer (distilled spirits);
- (8) Wholesale dealer (malt beverage);
- (9) Wholesale dealer (wine);
- (10) Manufacturer (distilled spirits)
- (11) Manufacturer (malt beverage);
- (12) Manufacturer (wine)
- (13) Retail consumption dealer—Additional license;
- (14) Qualifying location permit (distilled spirits, malt beverages and wine);
- (15) Special event permit;
- (16) Retail consumption dealer (distilled spirits, malt beverage, wine) Frederick Brown, Jr., Amphitheater;
- (17) Wine tasting permit (supplemental to retail package dealer for wine or retail package dealer for wine and malt beverage); and
- (18) Growler sampling permit (supplemental to retail package dealer for malt beverage or wine and malt beverage).

Section 3. Article II, Section 6-46, as amended, is hereby further amended and is to be codified as follows:

Sec. 6-46. - Excise tax; report; penalty for failure to file; payment.

- (a) In addition to the annual retail-license fee required for the sale of alcoholic beverages, there is levied an excise tax computed as follows:
 - (1) For distilled spirits, the maximum allowed as provided in O.C.G.A. § 3-4-80;
 - (2) For foreign and domestic wines, the maximum allowed as provided in O.C.G.A. § 3-6-60 except as exempt in O.C.G.A. § 3-6-70; and
 - ~~(3) For malt beverages commonly known as tap or draft beer and when sold in and from a barrel or bulk container and until December 1, 2002, a tax of \$3.00 on each container sold containing not more than 15½ gallons and a proportionate tax at the same rate on all fractional parts of 15½ gallons; when malt beverages are sold in bottles, cans or other containers, except barrel or bulk containers, until December 1, 2002, a tax of \$0.05 per 12 ounces and a proportionate tax at the same rate on all fractional parts of 12 ounces.~~
 - (34) For malt beverages, on and after December 1, 2002, the maximum allowed as provided in O.C.G.A. § 3-5-80 except as exempt in O.C.G.A. § 3-5-90.
- (b) The excise tax levied under subsection (a)(1), (2) and (3) of this section shall be paid and collected in the following manner: Except for alcoholic beverages sold directly to consumers on the premises of a licensed manufacturer, The taxes shall be paid by the wholesale dealer

on or before the 20th day of the month following the calendar month in which the beverages are sold or disposed of within the city by the wholesale dealer. In the case of alcoholic beverages sold directly to consumers on the premises of a licensed manufacturer, the taxes shall be paid by the manufacturer on or before the 20th day of the month following the calendar month in which the beverages are sold or disposed of within the city by the manufacturer. The wholesale dealer or manufacturer, as the case may be, shall also file a report itemizing for the preceding calendar month the exact quantities of alcoholic beverages by size and type of container, sold during the month within the city, except that manufacturers do not have to report alcoholic beverages sold to wholesalers. The wholesale dealer or manufacturer, as the case may be, shall file the report and pay the tax at the office of the city clerk.

- (c) The failure to make a timely report and remittance shall render the defaulting licensee liable for a penalty equal to ten percent of the total amount due during the first 30-day period following the date such report and remittance were due and a further penalty of 25 percent of the amount of such remittance for each successive 30-day period or any portion thereof, during which such report and remittance are not filed or paid.
- (d) The filing of a false or fraudulent report shall render the dealer making the report liable for a penalty equal to 50 percent of the amount of the remittance which would be required under an accurate and truthful report, and shall also constitute grounds for probation, suspension or revocation of such license, and shall also constitute a violation of the ordinances of the city for which the offender may be convicted in the municipal court as provided in the Charter.

Section 4. A new Article II, Section 6-56, Manufacturers, is hereby created and is to be codified as follows:

Sec. 6-56. – Manufacturers.

- a) It shall be unlawful to operate an establishment governed under the provisions of this article without first obtaining a license from the city clerk and paying such fees and taxes as may be required by the ordinances, rules and regulations of the city.
- b) Notwithstanding any other provision of this Chapter 6, tastings and direct-to-consumer sales, including both on-premises and off-premises sales, from the licensed premises shall be permitted in accordance with state law, as amended from time to time.
- c) Notwithstanding any other provision of this Chapter 6, and in addition to on-premises sales and package sales, a licensed brewer may furnish or sell growlers directly to consumers in accordance with state law, as amended from time to time.
- d) Notwithstanding any other provision of this Chapter 6, licensed manufacturers may sell or furnish alcohol directly to consumers on Sundays between the hours of 12:30 p.m. and 1:59 a.m., without having to satisfy any food sales requirement.

Section 5. 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 6. 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 7. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2017.

Vanessa Fleisch, Mayor

Attest: _____
Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: October 31, 2017

SUBJECT: Consider Elimination/Replacement of Position in the Municipal Court Department within the Financial Services Division
11/2/2017, City Council Meeting

Recommendation:

That Council approve eliminating the Court Administrator position (Salary Grade 18) in the Municipal Court Department within the Financial Services Division and replacing it with a Chief Court Clerk position (Salary Grade 17) effective November 3, 2017.

Discussion:

With the recent resignation of the Court Administrator, staff reviewed the leadership and management that this position provides to the department. In theory the Court Administrator should "manage" the entire Municipal Court, but in practice, the Assistant Finance Director is providing more direction by defining objectives, priorities, and deadlines and by assisting the Court Administrator with unusual situations which do not have clear precedents. Therefore, the position is actually better described as a Chief Court Clerk rather than a Court Administrator. Staff revised the job description to reflect a more accurate summary of job responsibilities and a change in title.

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 be placed in Salary Grade 17.

Budget Impact:

The budgetary impact should be a savings of up to approximately \$8277.00 depending on the individual who is placed in the position through either the Internal Job Bid process or outside recruitment.



Chief Court Clerk
Court

CRT/6
Reports to: Assistant Finance Director

Salary Grade: 17
Job Code: CRT/6

FLSA Status: Exempt
Date: 10/31/17

JOB SUMMARY

This position is responsible for the supervision of all administrative and clerical functions related to the operation of the Municipal Court, including receiving, examining, preparing, and processing a variety of legal documents in support of court operations, and other duties as required by law.

ESSENTIAL FUNCTIONS

- Ensures compliance with all applicable laws, rules, and regulations.
- Serves as court liaison to the Chief Judge, Court Solicitor, Probation Manager, and police command staff.
- Prepares court calendars and/or schedules cases for hearings, conferring with the appropriate individuals according to established procedures.
- Coordinates court operations, including court security.
- Serves as Terminal Agency Coordinator; provides GCIC training for employees; and reviews entries for accuracy, completeness, and adherence to policies and procedures.
- Assists in the preparation and filing of all local and state law reports as required.
- Assists with preparation of requests for proposals.
- Assists with the preparation and monitoring of court budgets.
- Maintains the bond schedule as related to violation code fines.
- Establishes and maintains the officer court calendar in coordination with the Police Department.
- Files motions, conflict letters, contempt of court warrants, bench warrants, and nuisance complaints.
- Maintains court files and records.

- Provides lead support to staff, including training, and making recommendations regarding hiring and disciplinary actions.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of Municipal Court policies and procedures.
- Knowledge of Georgia traffic laws and Department of Driver Services rules and regulations.
- Knowledge of GCIC and NCIC policies and procedures.
- Knowledge of accounting and auditing principles.
- Skill in the use of computers and job-related software programs.
- Skill in establishing priorities and organizing work.
- Skill in employee management and supervision.
- Skill in problem solving.
- Skill in interpersonal relations.
- Skill in dealing with the public.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Assistant Finance Director assigns work in terms of very general instructions. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the final results.

GUIDELINES

Guidelines include the Georgia Traffic Law Manual, GCIC rules and regulations, Department of Driver Services guidelines, court rules and regulations, and judges' orders. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied administrative, supervisory, and technical duties. The variety of tasks to be coordinated contributes to the complexity of the position.
- The purpose of this position is to coordinate the day-to-day operations of the court office. Successful performance contributes to the efficiency and effectiveness of court operations.

CONTACTS

- Contacts are typically with co-workers, other city employees, law enforcement personnel, attorneys, judges, and members of the general public.
- Contacts are typically to exchange information, motivate persons, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, walking, bending, crouching, or stooping. The employee frequently lifts light and occasionally heavy objects.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over Senior Deputy Clerk (1) and Deputy Clerk (1).

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years' experience or service.

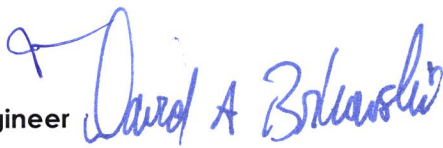
The qualifications listed above represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: David A. Borkowski, P.E., City Engineer 

DATE: October 26, 2017

SUBJECT: RFP for Peachtree City Multi-Use Path Bridges
November 2, 2017, City Council Meeting

Recommendation:

Staff recommends that City Council award a design-build, cost-plus fee contract to:

Kiewit for the design and construction of:

1. Drake Field/All Children's Playground Bridge
2. Highway 54 West at MacDuff Parkway
3. Highway 54 at Lake Peachtree

North Georgia Concrete for the design and construction of:

1. Lake Peachtree Spillway Bridge

Discussion:

In conjunction with Integrated Science and Engineering (ISE), staff issued a Request for Proposals for the Peachtree City Multi-Use Path Bridges Project on September 20, 2017. The bridges included in this design-build proposal were as follows:

Drake Field/All Children's Playground Bridge
Highway 54 West at MacDuff Parkway
Highway 54 at Lake Peachtree
Lake Peachtree Spillway Bridge
Lake Peachtree Island Bridge

A mandatory pre-proposal meeting was held October 6th and multiple contractors were in attendance. Site visits were conducted at each proposed bridge location. Proposals were received from four Design-Build firms:

PROPOSERS

JCH Corporation	North Georgia Concrete
Kiewit	SE Site Development

ISE and City staff reviewed and ranked the design-build proposals against weighted criteria including references, project understanding, scheduling, coordination, permitting and contractor fee. After ranking of the scores, Kiewit was the leader with the highest score and staff and ISE recommend awarding them the contract. North Georgia was scored well against the weighted criteria and was selected based upon the ability to create an economy of scale with one contractor as opposed to multiple contractors.

Budget Impact:

Funds are budgeted and available for these projects in their respective SPLOST accounts.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager

FROM: Betsy Tyler, Public Information Officer/City Clerk

DATE: October 20, 2017

SUBJECT: Ordinance Amendments Preview – Golf Cart Ordinance
November 2, 2017, City Council Meeting

Based on input on November 2, staff is planning to bring forward an amendment to the Golf Cart Ordinance for Council Consideration in the coming weeks:

Golf Cart Ordinance

This proposed amendment to the Golf Cart Ordinance includes some housekeeping changes that will allow for better enforcement on our paths and prosecution of violations of the ordinance.

Peachtree City's golf cart ordinance does not contain a definition for the term "golf cart," instead using the term "motorized cart" throughout. The definition of "motorized cart" was based on the definition in State Law (now referred to as a Personal Transportation Vehicle in State Law):

Motorized cart means every motor vehicle having no less than three wheels and an unladen weight of 1,300 pounds or less and which cannot operate at more than 20 miles per hour.

Under the Prohibited Users of the paths, language stipulates both unregistered golf carts and motorized carts are prohibited. However, the language for permitted users does not include the term "motorized carts." The proposed amendment addresses this inconsistency by adding "motorized carts" to the permissions granted to registered golf carts.

The language under Prohibited Users also incorporates possible speed modifications to golf carts/motorized carts made by someone other than the manufacturer to provide consistency with the definition of motorized cart in the ordinance, which stipulates vehicles that cannot operate at more than 20 miles per hour.

Lt. Brad Williams of the Peachtree City Police Department will be at the November 2 meeting to discuss the proposed changes and answer any questions.

Ordinance Amendment Preview Authorized and Prohibited Path Users

Sec. 78-94. - Recreation path users—Authorized.

The only authorized users of recreation paths are as follows:

- (1) Pedestrians;
- (2) Nonmotorized vehicles;
- (3) Roller skates, roller blades and skateboarders (daylight only);
- (4) Registered electric-powered golf carts or motorized carts;
- (5) Registered gasoline-powered golf carts or motorized carts;
- (6) Emergency and authorized maintenance vehicles;
- (7) Bicycles, traditional and electric (as defined in section 78-91);
- (8) Electric and conventional wheelchairs; and
- (9) Electric vehicles designed to carry one person at a speed not to exceed 20 miles per hour except as prohibited in section 78-95.
- (10) LSMV provided that the vehicle is operated only in a mode or other restriction which does not allow the vehicle to exceed 20 miles per hour.
- (11) Registered EPAMDs.

Sec. 78-95. - Same—Prohibited uses.

Prohibited uses of recreation paths are any users not enumerated in Sec. 78-94 above, including, but not limited to, the following as follows:

- (1) Automobiles and trucks (except emergency and authorized maintenance vehicles);
- (2) Motorcycles;
- (3) Street and trail motorized bikes or vehicles (not to include electric bicycles);
- (4) Minibikes and mopeds;
- (5) Horses;
- (6) Go-carts;
- (7) Un-registered electric-powered golf carts or motorized carts;
- (8) Un-registered gasoline-powered golf carts or motorized carts;
- (9) Motorized skateboards or motorized scooters;
- (10) Motorized play vehicles;
- (11) Un-registered LSMVs;
- (12) Except as permitted in section 78-94, any vehicle designed by the manufacturer or modified by any person to be able to travel at speeds in excess of 20 miles per hour under its own power on a flat surface; and
- (13) Un-registered EPAMDs.

CITY COUNCIL MEMBERS

Vanessa Fleisch, Mayor
Kim Learnard – Mayor Pro-tem
Phil Prebor – Post 1
Mike King, Post 2
Terry Ernst – Post 4

**City Council of Peachtree City
Agenda
November 2, 2017
7:00 p.m.**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Recognize Adam Pendleton, Police Department – September Employee of the Month**
 - Recognize Jay Hughes, Police Dept. – 20 Years of Service**
 - Recognize Supervisor of the Quarter – Mary Camburn, Finance**
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
- VII. Consent Agenda**
 - 1. Consider Alcohol License – NEW – Fairfield Inn & Suites, 295 Highway 74 North**
 - 2. Consider Appointment of Convention & Visitors Bureau Members - Adlington & Hooper**
 - 3. Consider Stormwater Maintenance Agreements – Sigvaris & Fairfield Inn**
- VIII. Old Agenda Items**
- IX. New Agenda Items**
 - Consider RFP for Design-Build Bridges *(David Borkowski)*- Will be added on Monday**
 - Consider RFPs for Skate Park Design & Construction *(Quinn Bledsoe)***
- X. Council/Staff Topics**
 - Preview – Golf Cart Ordinance Revisions/Authorized & Prohibited Path Users**
(Lt. Brad Williams)
- XI. Executive Session**
- XII. Adjourn**

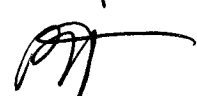
This agenda is subject to change at any time up to 24 hours prior to the scheduled meeting

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: City Clerk 

DATE: October 19, 2017

SUBJECT: Alcohol License – NEW – Fairfield Inn & Suites
November 2, 2017, Consent Agenda

Recommendation:

Staff recommends Council approve the attached application for a new alcohol license for the Fairfield Inn and Suites.

Discussion:

InterMountain Management, LLC, doing business as Fairfield Inn & Suites, 295 North Highway 74, has submitted a request for a new alcohol license. Mr. Dewey F. Weaver, Jr., has requested he be named as the Licensee. Ms. Elizabeth A. Minter has requested she be appointed as the License Representative.

The business location and both Mr. Weaver and Ms. Minter meet the requirements of the Alcohol Ordinance to be granted a license.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the sale of beer, wine, and mixed drinks, which is \$5,000, plus an additional \$500 for Sunday Sales.

Attachment

Application For Alcoholic Beverage License

Business Name: InterMountain Management, LLC d/b/a Fairfield Inn & Suites	Business Location: 295 North Hwy 74 Peachtree City, GA 30269	
Nature of Business: Hotel	Mailing Address: P.O. Box 2186 Monroe, LA, 71207	Business Phone Number: (770) 631-6661
Name of Licensee: Dewey F. Weaver, Jr.	Home Address: 1706 Island Drive Monroe, LA 71201	Home Phone Number: (318) 325-5561
Name of License Representative: Elizabeth A. Minter	Home Address: 4078 Creek Court Stone Mountain, GA 30083	Home Phone Number: (404) 298-9239

Please indicate type of licenses applying for:

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

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home <u>and</u> Business Phone Numbers for individuals listed:
Dewey F. Weaver, Jr.	1706 Island Drive, Monroe, LA 71201	(318) 325-5561
InterMountain Management, LLC	2390 Tower Drive, Monroe, LA 71201	(318) 325-5561

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

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie, City Manager 

DATE: October 18, 2017

SUBJECT: Consider Appointment of Convention & Visitors Bureau Members
Consent Agenda, November 2, 2017

Recommendation:

Appoint Rick Adlington to the CVB Board to fulfill one of the vacated Hospitality Sector terms that ends 9/30/2019 and appoint J.H. Hooper to fulfill the other Hospitality Sector position term that ends 9/30/2019.

Discussion:

The Selection Committee composed of Council Members Phil Prebor and Terry Ernst, Jonathan Fralick-Vice Chairman of the CVB and myself, considered 3 applicants and recommend appointing the above mentioned to fulfill these positions.

The Committee met with the applicants and learned of their experience and qualifications for serving on the CVB Board. Our recommendation is to appoint Rick Adlington and J.H. Hooper to serve the term 11/2/17 – 9/30/19.

Copies of all of the applicants interviewed for these positions are attached for your review.

Budget Impact:

This item should have no budgetary impact.

**PEACHTREE CITY CONVENTION & VISITORS BUREAU
APPLICATION FOR APPOINTMENT**

Hospitality Sector

Thank you for your interest in being considered for appointment to the **Peachtree City Convention & Visitors Bureau, Inc. (CVB)**. The purpose of the CVB is to serve the needs and interests of tourism within the City of Peachtree City.

The CVB is comprised of seven members. The composition of the Board, as is outlined in the CVB By-Laws, requires 4 seats to be filled by volunteers with specific backgrounds. The description below indicates the specific background we are looking for during this current cycle. Only applicants with experience in the category will be accepted. Applications received without experience in the category below will not be considered.

Four (4) members who are citizens of or persons conducting business within the City of Peachtree City with current or previous tourism/hospitality related experience desired to serve a two-year term. The Board Members shall serve for a maximum of two consecutive two-year terms. These members shall be appointed by the City Council. The process of appointment used by the City Council shall be the same process utilized for the appointments of members of other boards, authorities and commissions of the city.

Currently, meetings are held on the third Wednesday of each month at 9:00 am. Members are required to attend a minimum of eighty percent (80%) of all meetings.

Please take a few minutes to complete the form below and answer the questions attached to this application and return it with a resume, if available, to Debbie Lemay, City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, September 15, 2017**. Interviews to be held the week of September 25th. If you are selected to interview, you will be contacted to confirm date/time.

NAME:

Rick Adlington

ADDRESS:

302 Palatine Place

Peachtree City, GA 30269

E-MAIL:

rick@apsilonthotels.com

TELEPHONE (Best Phone Number to Reach You)

(Cell)

678-994-2303

(Alt)

770-487-3012

Signature

Date

9/15/17

1. What is the name of the company you are a manager / owner / operator of?
 Aberdeen Woods Conference Center (soon to be Crowne Plaza)
 Hilton Garden Inn
 Marriott Residence Inn (opening 2018)
2. Which capacity and how long have you served in this capacity?
 GM @ Hilton Garden Inn since Dec. 2009
 Promoted to Vice President of Hotel Operation - 2015
3. List major jobs you have held during your working career to include name of company and position.
 Apsilon Hotels - GM & VP of Hotel Operations
 FCH Hotels - Regional Director of Hotel Operations
 HP Hotels - Regional Director of Hotel Operations
4. Are you a resident of Peachtree City? How long? If not, where do you reside?
 YES - 1998 - 2000
 2001 - Present
5. Why are you interested in serving on the CVB?
 Since the purchase of the Dolce Hotel, Apsilon Hotels is now the largest contributor to the hotel tax funding for PTC. I feel we should have a voice to the strategies & initiatives that are decided.
6. What qualifications and experience do you possess that would benefit the CVB?
 38 years of Hospitality Experience
 8 years of PTC Hotel Experience
7. Do you have any past experience relating to CVB operations? If so, describe.
 YES - 1996 - 1998 - Sat on the CVB board in Brunswick, GA (Golden Isles)
 1992 - 1993 - Sat on the CVB board in Hernando County, Florida
8. Have you attended any CVB meetings in the past year and, if so, how many?
 YES - 9
 2010 - 2016 - Min 10 times a year
9. Are you willing to take continuing education classes?
 YES
10. Would there be any possible conflict of interest between your employment and you serving the CVB?
 None - if conflict arises, I would excuse myself from any influencing role.
11. Describe your current community involvement.
 Attended Fayette County Chamber Events
 Attended Christian City

RICK ADLINGTON, CHA

302 Palatine Place • Peachtree City, GA 30269 • (678) 994-2303 (cell)
rick@apsilonhotels.com

PROFESSIONAL EXPERTISE

- General Management
- Complete Property Renovations
- Budgeting
- Sales & Marketing
- PMS Systems & Software
- Cost Analysis
- P & L Analysis
- Catering & Restaurant Management
- Menu Planning
- Revenue Management
- Kitchen Facilities & Equipment
- Lounge Operation
- Pre-Opening
- Multi-unit (16+ years)

MANAGEMENT EXPERIENCE

APSILON HOTELS, Atlanta, GA

Dec. 2009 – Present

Vice President of Hotel Operations

Provide operational support to GM's of 9 hotels with 1000 rooms

General Manager, Hilton Garden Inn Hotel

HP HOTELS, Birmingham, AL

Jul. 2008 – Dec 2009

Regional Director of Operations, Midwest Region

Provide operational support to GM's & Owners of 10 hotels with 957 rooms for Cambria Suites, Comfort Suites, Hampton Inn, Hilton Garden Inns and Staybridge Suites.

HOSPITALITY COACH, INC., Peachtree City, GA

Sep. 2007 – Jul. 2008

President/Founder/Consultant

I started my own Hospitality consulting business. I supported/consulted owners and GM's in both operational & sales areas. I supported the following hotels; Marriott, IHG, Hampton, La Quinta, Baymont, Comfort, Microtel.

WYNDHAM HOTEL GROUP, Parsippany, NJ

Jun. 2006 – Sep. 2007

Director Business Development, South Region

Provide franchise operational support to GM's & Owners of 66 hotels with 4,237 rooms for all franchise locations in the Southeast.

LA QUINTA INNS, INC., Irving, TX

May 2000 - Jan. 2006

Vice President Franchise Services, Eastern Region (May 05 - Jan. 06)

Managed three Service Directors and provided franchise operational support to GM's & owners of 101 hotels with 9,534 rooms for all franchise locations east of Texas.

- Consulted & supported four Top 10 hotels, including the Top Hotel in 2005
- Achieved the highest producing RevPAR region in 2005

Director of Franchise Services, Southeastern Region (Apr. 03 – May 05)

Provide franchise operational support to GM's & owners of 54 hotels with 4,743 rooms for all franchise locations

- Chosen as the "Franchise Service Director" of the year in 2004 and promoted

Regional Revenue Manager, Corporate Office Irving, TX (May 01 – April 03)

Reviewed and analyzed market conditions for each hotel in four regions covering 95 hotels with over 12,000 rooms.

- Achieved all Revenue & RevPAR targets for each region
- Created a Business Plan model that was implemented for all 270 corporate properties

Area General Manager La Quinta Inn & Suites, Lakeland, FL (May 00 – May 01)

Operated a limited service hotel and oversaw the operation of two additional hotels with a total of 355 rooms.

PROMUS HOTEL CORPORATION, Memphis, TN

Jun. 1993 - Jan. 2000

General Manager Embassy Suites Airport, Atlanta, Georgia (Apr. 98 - Jan. 00)

Operated a full-service all Suite Hotel with 233 suites generating \$6.2 million in room revenue and \$1.5 million in F&B volume.

- Increased A.D.R. by \$5.47/5.7% over prior year
- Increased GOP 4.3% over prior year and exceeded plan expectations

General Manager Embassy Suites Hotel, Brunswick, Georgia (Jul. 95 - Apr. 98)

Operated a full-service all Suite Hotel with 130 suites generating \$2.3 million in room revenue and \$800 thousand in F&B volume.

- Combined revenue increase of 34% over previous years.
- Increased RevPAR yr. /yr. by 12%, 8% and 2% during tenure.

Director of Sales Embassy Suites Hotel, Jacksonville, FL (Apr. 94 - Jul. 95)

- Achieved an A.D.R. of \$16 over prior year.
- Increased the RevPAR index to 118%.

Asst. GM Embassy Suites Hotel, Jacksonville, FL (Jun. 93 - Apr. 94)

CONTINUED HOSPITALITY EXPERIENCE

FLORIDA LEISURE ACQUISITION CORP., Ocala, FL

Assistant Director of Revenue

General Manager Weeki Wachee Spring / Buccaneer Bay

General Manager Holiday Inn

INTERSTATE MANAGEMENT & INVESTMENT CORP. Columbia, SC

General Manager Ramada Inn, Spartanburg, SC;

Asst. GM / F&B Director Sheraton, Columbia, SC

HOLIDAY CORPORATION, Memphis, TN

Food & Beverage Director; Management Intern Program; Sales Manager; Guest Service Manager

EDUCATION

A.A., Valencia Community College, Orlando, FL

University of Central Florida, Orlando, FL – B.A. Marketing

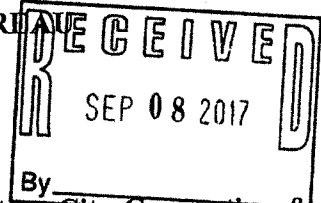
Certified Hotel Administrator – Educational Institute: GM, F&B, Guest Service & Rooms Inventory Mgmt.

Holiday Inn University, Olive Branch, MS: GM, Catering Sales Mgmt., Ramada Management Institute, Phoenix,

AZ: GM, Embassy Suites, La Quinta, Wyndham Worldwide: Leadership Development Program - Center for Creative Leadership, Greensboro, NC

PEACHTREE CITY CONVENTION & VISITORS BUREAU
APPLICATION FOR APPOINTMENT

Hospitality Sector



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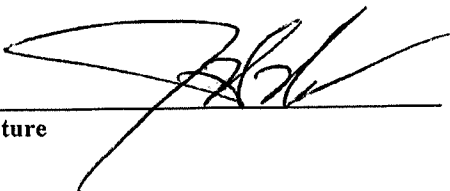
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NAME: JH Hooper
ADDRESS: 1114 ASTORIA LANE,
PIC GA 30269
E-MAIL: JH.HOOPER01@gmail.com

TELEPHONE (Best Phone Number to Reach You)

(Cell) 404 641 5896
(Alt) _____


Signature

9/1/17
Date

1. What is the name of the company you are a manager / owner / operator of?

Bulldog Supply INC.

2. Which capacity and how long have you served in this capacity?

25 YRS.

3. List major jobs you have held during your working career to include name of company and position.

OWNER.

4. Are you a resident of Peachtree City? How long? If not, where do you reside?

Yes 1998 Kedron Hills.

5. Why are you interested in serving on the CVB?

Help Bring people & Business to the area.

6. What qualifications and experience do you possess that would benefit the CVB?

We deal with many people coming to visit the area.

7. Do you have any past experience relating to CVB operations? If so, describe.

Board Member part of this past Year.

8. Have you attended any CVB meetings in the past year and, if so, how many?

Yes - 10 or so.

9. Are you willing to take continuing education classes?

Yes.

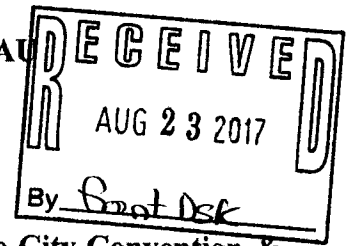
10. Would there be any possible conflict of interest between your employment and you serving the CVB?

NO.

11. Describe your current community involvement.

CVB - owner operator of local Business.

PEACHTREE CITY CONVENTION & VISITORS BUREAU
APPLICATION FOR APPOINTMENT



Hospitality Sector

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NAME: Linda Henson Sorrow
ADDRESS: 2011 Commerce Dr., Suite 105
Peachtree City, GA 30269
E-MAIL: Linda@AberdeenFP.com

TELEPHONE (Best Phone Number to Reach You)

(Cell) 404-587-1979
(Alt) 678-870-2005

Linda Sorrow
Signature

Aug. 14, 2017
Date

Linda Henson Sorrow

1. What is the name of the company you are a manager / owner / operator of?

Aberdeen Fine Properties, Inc.

2. Which capacity and how long have you served in this capacity?

Owner / Broker

12 years in Fayette + Coweta Real Estate Sales

3. List major jobs you have held during your working career to include name of company and position.

See resume attached.

4. Are you a resident of Peachtree City? How long? If not, where do you reside?

My family has lived in PTC for 49 yrs. I have a home in Sharpsburg. My company is in PTC.

5. Why are you interested in serving on the CVB?

Moved to PTC in 1968 with my family. I have grown up with PTC and appreciate the efforts to attract events.

6. What qualifications and experience do you possess that would benefit the CVB?

Marketing, Sales, Event Planning, Fundraising, Sponsorships, Nonprofit Management + Evaluation

7. Do you have any past experience relating to CVB operations? If so, describe.

Atlanta CVP, Membership Chair - 2 years
Hosted many FAM trips @ SciTrek.

8. Have you attended any CVB meetings in the past year and, if so, how many?

No. Aug meeting was cancelled. I plan to come Sept. 20th.

9. Are you willing to take continuing education classes?

Yes. I do, all the time.

10. Would there be any possible conflict of interest between your employment and you serving the CVB?

No.

11. Describe your current community involvement.

Pres. Coweta Fayette GT Club, Real Life Center volunteer

Linda Henson Sorrow

Linda@AberdeenFP.com

404-587-1979

Education

MA in Counseling, Luther Rice University, Lithonia, GA

BIE in Industrial Engineering, Georgia Tech, Atlanta, GA

Minors in Psychology and Communications

Played Volleyball and Tennis at the collegiate level

Graduate, Fayette County High School

Work Experience

Broker/Owner, Aberdeen Fine Properties, Inc.

2011 Commerce Dr. Suite 105, Peachtree City, GA 30269

Realtor/Broker in Fayette & Coweta Counties, 8 Designations and Certificates

10 years of experience as a Realtor before opening my own company.

Circle of Achievement Platinum Level in 2016 – top 6% of Realtors in Fayette Co.

Bible Training Centre For Pastors, Tucker, GA

Marketing and Fundraising Manager to train Pastors in 35 developing countries.

Nonprofit Analyst, Calvin Edwards Company, Atlanta, GA

Reviewed and reported on nonprofits receiving Federal Grants.

Marketing Teacher, Centre Progress, Nukus, Uzbekistan

Taught marketing principles to communist-raised business college students,

placed 66 students in western company internships for the summer after my school year.

Games Staffing Manager, 1996 Atlanta Paralympic Games

Recruited, trained, equipped, uniformed, and placed the 9,000 volunteers for the games.

Events & Fundraising Manager, Atlanta Downtown Partnership

Created and managed fundraising events for ½ the budget.

Membership & Events Manager, SciTrek: The Science & Technology Museum of Atlanta

Opened and created membership and event rental departments. SciTrek was the second largest venue in Atlanta after the WCC, we hosted events up to 10,000 guests, including the governor's and mayor's inaugurations.

Helped create FOG, Facilities Operators Group, of Atlanta to share information between the historic homes, museums, and venues, and host monthly meetings.

Chaired the ACVP Membership Committee for 2 years and hosted many FAM groups.

Regional Fundraising Manager, Georgia Tech Centennial Campaign

Planned and hosted the 6 Regional Campaigns/Dinners that helped double the campaign goal of the first capital campaign to 200 million.

Volunteer & Event Manager, China: 7,000 Years of Discovery, High Museum of Art

Recruited, trained and placed over 300 community volunteers to support the exhibit and supervised the evening corporate events at the museum for sponsors.

Linda Henson Sorrow

Linda@AberdeenFP.com

404-587-1979

Current Volunteer Activities

President, Coweta-Fayette GT Club

Host events and Freshman Sendoff, coordinate activities and student recruiting with Alumni Assoc.

Recruit alumni volunteers, and judges for county and regional science fairs, and administer Facebook.

Board Member, For International Ministries, helping with fundraising and communications.

Indian Leadership, Bangalore, India

Grace Children's Home, Bangalore, India

Bible Training Center India, Hyderabad, India

Bible Leadership Philippines, Mindanao, Philippines

Host other leaders from Africa and around the world.

Volunteer, Real Life Center, Peachtree City, GA

Assist Clients with Job Search and Writing Resumes

Travel – I have traveled or lived in over 35 countries including:

England, France, Spain, Greece, Malta, Italy, The Netherlands, Germany, Romania,

Turkey, Israel, India, Philippines, China, Hong Kong, Thailand,

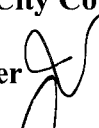
Russia, Uzbekistan, Kazakhstan, Tajikistan, South Africa, Zambia, Kenya,

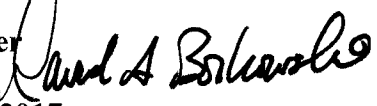
Canada, Mexico, Jamaica, Belize, Costa Rica, St. Martin, and The Bahamas

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 

FROM: City Engineer 

DATE: October 13, 2017

SUBJECT: Stormwater Maintenance Agreements – Sigvaris and Fairfield Inn
November 2, 2017, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached stormwater maintenance agreements.

Discussion:

City Ordinance requires that new stormwater facility owners enter into a maintenance agreement whereby they officially assume responsibility for the maintenance of their facility. The agreement does not obligate the City for maintenance or assign the City liability.

Budget Impact:

There is no budget impact for this item.

Attachments –Agreements

Record and return to:

KPPBLAW
990 Hammond Drive
Ste 800
Atlanta, GA 30328

STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of October, 2017, by and between **Kasandas Properties Peachtree City LLC**, a Georgia resident (hereinafter called the "Landowner") and **PEACHTREE CITY, GEORGIA** (hereinafter called the "City").

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as All and only that parcel of land designated as Tax Parcel 0734 067, Land Lot 158, 7th Land District, Fayette County, Georgia, being 2.46 acres, more or less, located on Highway 74, Peachtree City, GA, as recorded by deed in the land records of Fayette County, Georgia, Deed Book 3273, Page 249 (hereinafter called the "Property");

WHEREAS, the Landowner is proceeding to build on and develop a portion of the property as shown on Exhibit "A";

WHEREAS, the Site Plan/Subdivision Plan known as "Fairfield Inn and Suites," dated March 16, 2015 , and approved by the City on May 20, 2015 (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the Property;

WHEREAS the City and the Landowner, its successors and assigns, including any office park or industrial park association, agree that the health, safety, and welfare of the residents of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any office park or industrial park association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any office park or industrial park association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what constitutes "good working condition," under this Agreement.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which scheduled must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) day of receipt thereof for all actual costs incurred by the City hereunder.
8. This agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any office park or industrial park association.

WITNESS the following signatures and seals:

Signed, sealed and delivered
in the presence of:

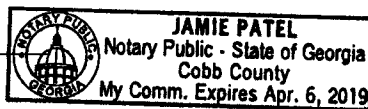
S. B. P. Co (Seal)

R. Patel
(Owner)
Unofficial Witness

Kasandas Properties Peachtree City, LLC

San. Patel
Notary Public

My commission expires: _____



Approved as to Form:

Signed, sealed and delivered
in the presence of:

PEACHTREE CITY, GEORGIA

Unofficial Witness

By: _____ (Seal)
Name: _____
Title: _____

Notary Public

My commission expires: _____

Maintenance Facility Contact Information: (Please print or type)

Name

Roshan Patel _____
E-mail address

637 Cobb Parkway South
Address

Marietta, Georgia 30060

City/State/Zip
678-718-0222
Telephone Number

770-218-2824
Fax Number

Record and return to:

KPPBLAW
990 Hammond Drive
Ste 800
Atlanta, GA 30328

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WHEREAS, the Landowner is proceeding to build on and develop a portion of the property as shown on Exhibit "A";

WHEREAS, the Site Plan/Subdivision Plan known as "Fairfield Inn and Suites," dated March 16, 2015 , and approved by the City on May 20, 2015 (hereinafter called the "Plan"), which is expressly made a part hereof, as approved or to be approved by the City, provides for management of stormwater, as indicated, within the confines of the Property;

WHEREAS the City and the Landowner, its successors and assigns, including any office park or industrial park association, agree that the health, safety, and welfare of the residents of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any office park or industrial park association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any office park or industrial park association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what constitutes "good working condition," under this Agreement.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days

of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which scheduled must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) day of receipt thereof for all actual costs incurred by the City hereunder.
8. This agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to indemnify and hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This agreement shall be recorded among the land records of Fayette County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any office park or industrial park association.

WITNESS the following signatures and seals:

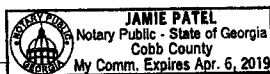
Signed, sealed and delivered
in the presence of:

S. A. U.
(Owner)

Unofficial Witness

Jamie Patel
Notary Public

My commission expires: _____



R. Patel (Seal)
Kasandas Properties Peachtree City, LLC

Approved as to Form:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____

PEACHTREE CITY, GEORGIA

By: _____ (Seal)
Name: _____
Title: _____

Maintenance Facility Contact Information: (Please print or type)

Roshan Patel Rpatel@kasandas.com
Name E-mail address

637 Cobb Parkway South
Address

Marietta, Georgia 30060 770-218-2824
City/State/Zip Fax Number

678-718-0222
Telephone Number

**STATE OF GEORGIA
COUNTY OF FAYETTE**

After Recording Return to:
City Manager, City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Peachtree City STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2016, by and between Sigvaris, Inc. hereinafter called the "Landowner", and the City of Peachtree City, hereinafter called the City.

WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 0613-007 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 1113 Page 757-758, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as Land Lot 43, 6th Land District, (Name of Plan/Development)

hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of City of Peachtree City, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan dated 2/9/16, titled Sheets 1-10 Sigvaris, inc. Building Expansion on file in the office of the City Engineer and incorporated herein by express reference.
2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances upon the Property built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The inspection shall be performed by a registered professional engineer with experience in stormwater facility design, construction, and maintenance. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the

City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which schedule must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of City of Peachtree City, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests.

WITNESS the following signatures and seals:

Sigvaris, Inc
Company/Corporation/Partnership Name (Seal)
By: [Signature]
MARK G. BUNKER, CFO
(Type Name and Title)

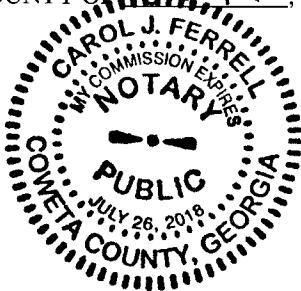
Elisa Frame
Witness

The foregoing Agreement was acknowledged before me this 20 day of September, 2016, by
Carol J. Ferrell

NOTARY PUBLIC

My Commission Expires: 7/26/2018

COUNTY OF Spalding, GEORGIA



Mayor of Peachtree City

Witness

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____, by

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

City Attorney

Date

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 
Angela Egan, Purchasing Agent

FROM: Quinn Bledsoe, Director, Recreation & Special Events 

DATE: October 26, 2017

SUBJECT: Consider the contract award for Skatepark
November 2, 2017 City Council Meeting

Recommendation

Award the design and build contract for the construction of the skatepark to 5th Pocket Skateparks, LLC. for the amount of \$115,000.

Discussion

For several years an interested group of citizens have been working with City staff to build a skatepark facility. The current facility is 3510 sq. ft. and consists of an asphalt base, a few purchased and donated ramps and has no flow for skaters. The asphalt base is problematic during the warm months as it softens and skateboard wheels will not roll and the ramps sink into the asphalt. Consideration was given to upgrading and adding onto the existing park, but due to its location on a hillside and the asphalt surface it was ultimately decided to build a new facility at the Glenloch Recreation Complex.

A request for proposal for the design/build was issued and three responses were received.

5 th Pocket Skateparks	4050 sq. ft.	\$115,000	\$28.60 sq. ft.
Evergreen Skateparks*	4945 sq. ft.	\$144,905	\$29.30 sq. ft.
Grindline Skateparks	4400 sq. ft.	\$162,800	\$37.00 sq. ft.

* Evergreen submitted a design from other projects they have done. There was no design submitted specific to this project.

5th Pocket provided the most desired features listed in the RFP and had the lowest price per sq. ft. The submittals were reviewed by the citizen committee and it was unanimously selected as the best design.

Budget Impact

This is a Facility Bond project with \$84,000 designated for this project. The remaining \$31,000 would come from the Facility Bond contingency line.