

City Council of Peachtree City
Agenda
September 15, 2011
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Police Department "Saved by the Belt" Award - Michelle Lewis
- IV. Citizen Comment**
- V. Agenda Changes**
- VI. Minutes**
September 1, 2011, Regular Meeting Minutes
- VII. Monthly Reports**
- VIII. Consent Agenda**
 - 1. Consider Alcohol License – NEW – Saville Studios, 104B Huddleston Road**
Applications for new alcohol licenses must be approved by City Council
 - 2. Consider Appointments to Planning Commission – Aaron Daily, Robert Napoli**
Selection Committee recommends appointment of Aaron Daily to a new term (October 1, 2011, through September 30, 2014) and Robert Napoli as the alternate
- IX. Old Agenda Items**
 - 09-11-03 Consider Request to Change Street Name (Cooper Circle to SANY Boulevard)**
Applicant desires to rename an existing City street
- X. New Agenda Items**
 - 09-11-08 Consider Amendment to Youthful Offender Ordinance**
Amendment allows for a more inclusive program as it relates to participants & offenses, streamlines disposition of cases under the program
 - 09-11-09 Consider Approval to Submit a Grant Application for GDECD Tourism Product Development Grant**
CVB requests approval to submit a grant application for the amount of \$20,000 and for the Mayor to execute the Memorandum of Agreement
 - 09-11-10 Consider MOU for SR 54 West Landscape Enhancement Project**
Memorandum of Understanding with GDOT for \$168,000 in funding with a required local match of 20% (\$32,000)
- XI. Council/Staff Topics**
 - Hot Topics Update**
 - Update - Alcohol Ordinance – Change in Serving Hours**
- XII. Executive Session**

**City Council of Peachtree City
Meeting Minutes
September 1, 2011**

The Mayor and Council of the City of Peachtree City met on Thursday, September 1, 2011, in City Hall Council Chambers. Mayor Haddix called the meeting to order at 7:00 p.m. Council Members attending were: Vanessa Fleisch, Doug Sturbaum, Kim Learnard, and Eric Imker.

Announcements, Awards, Special Recognition

Mayor Haddix read a proclamation for a Moment of Remembrance on the 10th anniversary of September 11, 2001.

Citizen Comment

Ernie Hooks of 1015 Tyrone Road, Tyrone, said he had written a children's book using artwork from an artist who had died. His objective was to raise awareness of the importance in education, with more resources focused on younger children. He encouraged the City to help support the distribution of the book.

Agenda Changes

There were none.

Minutes

August 2, 2011, Workshop

August 18, 2011, Regular Meeting

August 25, 2011, Special Called Meeting

Learnard moved to approve the minutes of the August 2, 2011, workshop, and the August 18, 2011, regular meeting. Fleisch seconded. Motion carried unanimously.

Learnard moved to approve the minutes of the August 25, 2011, regular meeting. Fleisch seconded. Motion carried 4-0-1 (Imker).

Consent Agenda

1. Consider Agreement with Promise Place for Funding
2. Consider Agreement with Fayette Senior Services for Funding
3. Consider Official Intent Resolution (Reimbursement through Government Finance Corporation lease purchase)
4. Consider Supplemental Resolution (Reimbursement through Public Facilities Authority bond)
5. Consider FY 2011 Budget Adjustment (E-mail Server Replacement)
6. Consider Modification of Job Creation Grant Resolution

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

New Agenda Items

09-11-01 Public Hearing – Consider Variance Request, 213 Morgans Turn

Planning & Zoning Administrator David Rast said the request addressed an existing structure in the rear setback of the property. Rast noted that the subdivision had several issues, with an original zoning of RA for medium density single-family detached units. The zoning classification no longer existed.

As Glenloch Village was approved in the 1970s, several areas were approved as a PCD Planned Community District, which also no longer existed in the current zoning ordinance. The site plan

for Hunters Glen was approved in 1974 and was amended in 1976. Meeting minutes in the intervening years reference the site plan, development plan, and master grading plan, which established where the buildings would be situated on the lots. The residence at 213 Morgans Turn was located on Lot 12 of Hunters Glen in a portion of the neighborhood that was approved with zero lot lines.

Rast said that, the previous year, the Housing Code Official placed the residence under a rehab notice for some other issues, and research showed no record of an addition constructed on the rear of the home, which also encroached into the setback. All the items on the rehab order have been satisfied with the exception of the encroachment.

Rast said the primary structure built in 1975 complied with the master plan for the development. The addition constructed on the rear of the home was originally a deck, and the current owner hired a contractor to enclose and roof the deck. The new deck constructed attached to the addition encroached further into the setback and onto the adjacent lot.

Rast said that the applicant must have a variance to get a permit to make repairs to the structure, or would have to remove the structure if the variance was denied. Rast said staff agreed the addition, which was constructed about 15 years previously, encroached into the setback but had generated no complaints. The applicant said their contractor led them to believe he had obtained the necessary permits.

Rast said the applicant had satisfied the requirements of the rehab order and had provided letters of support for allowing the addition to remain. Staff recommended a variance for the covered portion of the addition that encroached into the setback, but not for the deck that encroached onto the adjoining property. Rast said staff was also recommending this approval with the condition that the applicant obtain a building permit before making repairs, and that the applicant be given 30 days to remove the deck.

No one spoke for or against the request.

Haddix asked City Attorney Ted Meeker to clarify whether the City even had the ability to grant a variance onto another person's property (for the deck). Meeker said the City could not.

Fleisch noted the mailing address for the property owner and asked if the house was a rental. Rast said the owners lived in Woodstock and their daughter lived in the house.

Robert Stratton, the property owner, said his original survey for the property, as well as the original survey for the adjoining neighbor, showed the property line at the existing fence. Subsequent surveyors could not locate the line and ultimately had to survey several adjoining properties to develop an estimate of the property line.

Haddix asked Rast if staff was confident about where the property line was. Rast said the City had the master plan, which showed how the property was platted in the mid 1970s. The survey provided by the property owner did not correspond exactly with that plan, but that was not uncommon. Staff spent time reviewing the plat and the recorded deeds. As best as staff could determine, the plat showed the property line for the property.

Haddix asked Meeker how that impacted the City. Meeker said the City had a current survey, and that was what had to be relied upon.

Rast said that, based on the 1974 plat, the boundary survey matched the final plat almost perfectly. Imker asked the homeowner if the deck was worth the time and effort to do further research, and the resident said no.

Fleisch asked what precipitated the original rehab, and Rast said there had been areas of exposed wood requiring siding, along with the fencing, the deck, and the lack of a permit for the addition. Stratton said that one of the storms the previous year had damaged the eaves of the house. The contractor who made repairs put a blue tarp on the property, and a Code Enforcement Officer saw the work in progress.

Learnard and Sturbaum said they could support the variance. Fleisch said homeowners should hire licensed contractors. She felt like the owner was using the contractor as an excuse and said she could not support the variance.

Sturbaum moved to approve the variance as recommended by staff. Learnard seconded. Motion carried 4-1 (Fleisch).

09-11-02 Public Hearing – Consider Variance to Sign Ordinance, SANY America (318 Cooper Circle)

Rast said that SANY America had constructed a 350,000 square-foot building in the Industrial Park. The property was located away from SR 74 and was separated from SR 74 by Cooper Lighting and Cooper Wiring. The building was not visible from SR 74 and would only be seen by those going through the secured entrances to the property.

Rast said SANY had been very clear that they wanted a dynamic building that would establish SANY and the Chinese culture in Peachtree City. The Planning Commission had been heavily involved in the layout of the building and the early concepts of how the site would work. Rast then showed Phase I of the project, accessed via Cooper Circle. SANY wanted identification for the building on the glass wall.

Rast said the property was zoned GI General Industrial, and the Sign Ordinance stipulated that wall signs could not exceed 150 square feet. SANY's temporary sign was 660 square feet. Rast said that, if the variance was granted, SANY intended to replace the temporary sign with a permanent sign of the same size.

Rast then reviewed the criteria for variances, noting that the request satisfied most of the elements. One factor was that the building and sign were not visible from off property. The criteria also dealt with elements promoted in the Comprehensive Plan, and the important economic development impact of SANY supported granting the variance.

Rast said staff had also looked at the Cooper Lighting sign, which was roughly 461 square feet and had been permitted administratively at the time, so there was some precedent for permitting a larger sign. Staff recommended approval with conditions, that the permanent sign be limited to 660 square feet and that the variance be limited to the current building and not extended to other buildings that might go on the site, and that the applicant go through the sign permit process.

Frances Meaders of Hip Pocket Road addressed Council, saying she hated to see variances, although she did not oppose the request. She preferred amending the sign ordinance to cover these larger type companies to granting a variance that could set a precedent.

Haddix asked if Meeker had any legal warnings. Meeker said Meaders had noted the main issue, but this sign would not be visible from the public right-of-way. Haddix asked Meeker and Rast to review the sign ordinance with Meaders' suggestion in mind.

Sturbaum asked staff to explain some of the issues, including previous variance requests from Delta Community Credit Union and World Airways/Global Aviation. Meeker said each issue had been very site specific, and Learnard noted that was why there were certain criteria to apply when evaluating the variance requests.

Imker said he favored this due to the extreme size of the building. He also noted the impressive design of the plant. Haddix added that the fact that the building was hidden from the highway was another important factor. Learnard said the requested size was scale appropriate for the building, and the ordinance's limited size would be ridiculously small for this facility.

Haddix and Sturbaum both noted discomfort in touching the sign ordinance. Sturbaum said he was struggling, but said he trusted the other members' judgment.

Fleisch moved to approve the variance due to the extraordinary size of the building and the need for a proportional sign. Learnard seconded. Motion carried unanimously.

09-11-03 Public Hearing – Consider Request to Change Street Name (Cooper Circle to SANY Boulevard)

Rast said SANY had requested the name change. Their facility would be accessed by the Cooper Loop Road to the north and Cooper Circle to the south. The main entrance was via the southern Cooper Circle entrance, and SANY had requested the street name be changed.

Rast noted that the two roads had originally been conceived as a single connected loop road fronting smaller parcels, but SANY had acquired the 228 acres. Cooper Wiring and Storage Extra had addresses on Cooper Circle. The applicant was required to obtain letters of support from these businesses. Cooper Wiring did not want to change their stationery and documents, and staff felt Cooper Wiring's private access drive from Cooper Circle to SR 74 could be renamed Cooper Circle to address that issue. Storage Extra had several small businesses housed on site, and the property owner and these businesses did not have an issue with the renaming, but were concerned with the costs for their tenants in changing stationery. SANY was in discussion with Storage Extra about this issue.

Rast continued that an additional challenge had come up. Cooper Loop Road was platted as such, but the Department of Transportation signage had it as Cooper Circle and one of the businesses off that road had a Cooper Circle address, based on the original concept that the two segments would connect.

Rast said he had some concerns about changing one part of the road when there were other segments in question.

Mike Colapinto, SANY's construction manager, said they had positive conversations with the business owners at Storage Extra. They had asked SANY for financial consideration for the costs of changing the address on their online and printed materials. SANY had asked for the budget numbers and was currently in the negotiation process with those businesses.

Learnard asked if they could discuss when the agreement was finalized. Colapinto said yes, and they had hoped to have it resolved by the meeting that night.

Steve Lucas, business owner in the Storage Extra complex, said they loved having SANY in the location, but opposed the name change. They already had problems with customers finding their business due to the two Cooper Circle signs. He also said that there was a sewage pump station on the road that caused an odor problem. Lucas said he had surveyed the various tenants, and the cost to change the address would average about \$3,000 each for 18 tenants. That was a considerable cost for a small business. However, the sewage smell was the biggest problem in the area. Rast said there was a very large pump station near the driveway.

Learnard asked Rast for clarification that all access to the Storage Extra site was from Cooper Circle, and Rast said that was correct.

Hearing no further comment, Haddix closed the public hearing.

Haddix asked if Steve Hogan, the general manager of the Peachtree City Water and Sewerage Authority, was aware of the issues raised, and Rast said this was the first he had heard of the problem, but said Hogan would be notified the following day.

Sturbaum said he had no problem with the concept of the name change, but would like to see the request come back with a little good will toward the small businesses that would be impacted. Haddix said he did not see a clear direction for the request, and Learnard said there were still several open items. Fleisch asked SANY if they could have the issue resolved by September 15, and they said that was probable.

Sturbaum moved to continue the discussion of the street name change to the September 15, 2011, meeting. Fleisch seconded. Motion carried unanimously.

09-11-04 Consider FY 2012 Budget for the CVB

Kai Wolter, chairman of the Peachtree City Convention and Visitors Bureau (CVB), reviewed some of the statistics for FY 2011. Peachtree City had seven hotels with 837 rooms. Year to date, the hotels had sold 11,500 more rooms than in 2010 (\$1 million additional room revenue), which put the CVB slightly ahead of budget projections. Occupancy was up 7.7%, and the hotels were averaging 57% occupancy. Some of the increase was due to several sports tournaments, and seven movie productions had contributed to the increase.

Wolter said the CVB had achieved several successes the preceding year, including doubling the number of proposals, earning Camera Ready status, attracting a movie production at the Amphitheater, holding a Family Reunion Workshop, earning finalist standing in the Most Patriotic City competition, and earning Bronze Certification (only three other cities in Georgia hold this).

Wolter said the CVB had followed the City guideline of two percent increase, and the budget included a 20% transfer to the Airport Authority, participation in the Great Georgia Air Show, and full funding of the 4th of July activities in the City. The budget also included increasing the part-time sales manager to a full time position. There was a \$20,000 product development line item, contingent on getting a grant from the state, to obtain a trolley for tours and rentals.

Learnard asked about where the trolley would be kept. Executive Director Nancy Price said the CVB would house it. Fleisch asked if there would be other uses for trolley. Wolter noted it would also serve as a mobile visitors center for special events, etc., and could have rental uses.

Price said that one of the low marks Peachtree City had received during the certification process was the dependence on the Hotel/Motel Tax as the sole source of revenue. The trolley

was an effort to incorporate alternate revenue sources. There was a great deal of film activity in Fayette and Coweta, and the state was excited about the possibility of a film tour. Raleigh Studios, which had not previously allowed tours, was supportive of the program.

Sturbaum moved to approve the FY 2012 Budget for the CVB. Fleisch seconded. Motion carried unanimously.

09-11-05 Consider Proposal for Auditing Services

Assistant Finance Director Janet Camburn said the City had issued a Request for Proposal (RFP) for audit services for FY 2011. Nine firms responded and were evaluated on technical proposal and then on cost. Mauldin & Jenkins, which had previously served Peachtree City, had the highest technical score. They also had the lowest price proposal, so staff was recommending an agreement with that firm, with options for four years of extensions.

Camburn noted that the proposals covered a five-year period. She said Mauldin & Jenkins had a very large governmental agency clientele, with dedicated staff for governmental audits. Most of the other agencies did not have that same depth, with only seven or eight staff members with governmental audit experience.

Camburn continued that, previously, the City had contracted auditing services for three-year periods. However, the trend was to move to five-year increments to reduce costs due to the initial gearing-up period required of a new auditing firm.

Imker said the ultimate purpose of the audit was to provide a piece of paper to the state that the City complied. Camburn said it was to ensure that the financial statements were accurate and timely. Imker said the cheapest way the City could get that piece of paper should be how the citizens paid for it, and technical merit should not be the primary rating. Camburn clarified that the auditing firm issued opinions on the City's operations, and the firm needed the appropriate skills to issue those opinions.

Learnard moved to approve the agreement with Mauldin & Jenkins, LLC, for professional auditing services fiscal year ending September 30, 2011, with the option of four subsequent extensions. Sturbaum seconded. Motion carried unanimously.

09-11-06 Consider Fees – The Gathering Place Rentals

City Manager Jim Pennington asked Council to postpone this item to the second meeting in October, due to some additional information staff had received. Sturbaum moved to continue the agenda item to the October 20, 2011, City Council Agenda. Fleisch seconded. Motion carried unanimously.

09-11-07 Discuss/Consider Prioritization of T-SPLOST Projects

Pennington said the request for discussion came from a meeting with Fayetteville Mayor Ken Steele, County Commission Chairman Herb Frady, and Tyrone Mayor Don Rehwaldt. They requested that Council discuss whether MacDuff should be reinstated to the project list to replace another project.

City Engineer Dave Borkowski reviewed the MacDuff Parkway extension project, which was projected to continue northward from its current ending point at Centennial and then curve east, crossing the CSX Railroad and connecting to Kedron Drive and ultimately SR 74 North.

The City originally submitted nine projects for the T-SPLOST, including the MacDuff Parkway extension. After the regional roundtables, the only Peachtree City projects that made the constrained list were two Industrial Park path connections at the southern end of the City.

Borkowski said the City could request the reinstatement of MacDuff Parkway, but projects of equal value would need to be removed from the County projects list. The cost for MacDuff was estimated at \$7.2 million. The County had offered to remove the Hood Avenue project, estimated at \$6.4 million. The balance of approximately \$800,000 would need to come from one of the City path projects or could be committed from the 15% in discretionary funds the City would receive from the T-SPLOST. The current projection for the discretionary funds was \$45 million for Fayette County, with Peachtree City receiving about \$10 million of those funds.

Borkowski then reviewed the pros and cons of reinstating the MacDuff Parkway extension. Among the pros was the definite timeline for construction if the T-SPLOST was approved by the voters. The MacDuff Parkway extension would provide a bypass for the SR 54/SR 74 intersection and would provide alternate ingress and egress for the neighborhoods off MacDuff. Borkowski said the cost estimate could change, and the design and construction costs could exceed the City's 15% allocations without losing on of the path projects.

Borkowski said the cons for the project included the possibility that the project could be viewed as aiding development. The bypass benefits were not quantifiable – it would provide relief for the highway intersection, but Borkowski could not say how much. The City had a development agreement for the developer(s) to build the road, and the City would need to look at that agreement. Finally, the City might have to purchase the right-of-way.

Haddix asked for a motion to move to Executive Session to discuss a legal issue. Sturbaum moved to enter into Executive Session at 8:42 p.m. Learnard seconded. The motion carried unanimously.

Sturbaum moved to reconvene into regular session at 8:46 p.m. Fleisch seconded. Motion carried unanimously.

Fleisch asked Borkowski if the City approved the resolution, it was a request to reinstate MacDuff Parkway but was not guaranteed that the project would be added. Haddix said October 15 was when the Roundtable would hold the final vote on the list of projects. Borkowski said that there was a Roundtable meeting on September 16, and they wanted the City's position by that meeting. There was no guarantee, but this made the request official.

Haddix said that the City originally had five projects on the list, and that had been whittled down to two projects. After several other changes and a request to reinstate MacDuff, they said they would drop the SR 92/SR 138 project, and then said they would finance \$6.4 million out of the 85% but the City would have to finance the remaining \$800,000 out of the 15% and lose one of the path projects. Now they were seeing another proposal come forward, and with the constant changes to the projects list, the representatives said they would try to reinstate MacDuff, but it could still be removed again. There was no guarantee that the City would not end up with \$11 million in projects after contributing \$60 million.

Sturbaum asked for clarification about losing the cart path projects and if the County was offering to take out the Hood Avenue project. Borkowski said that was correct. Sturbaum asked about including the wording for Hood Avenue in the resolution. Fleisch disagreed, saying the wording was vague out of courtesy and in recognition that the project cost estimates were still

not concrete. Steele had identified Hood Avenue as the project to be exchanged. Sturbaum expressed concern that the cart path projects could be removed instead.

Learnard said both path projects were important to Peachtree City and needed to be kept. She said the resolution could state the exchange excluded the removal of the path projects. Borkowski said that, even if they eliminated one of the path projects, the City could fund it through the 15% discretionary funds.

Haddix said he did not want to start giving up 15% projects, which were supposed to be used for local projects like maintenance, to pay for projects that were supposed to come out of the 85%. Learnard agreed. Sturbaum said his goal was to protect what Peachtree City had approved, and he wanted the proper phrasing in the resolution. Learnard said that, to Peachtree City, it was the addition of a \$7.2 million project for \$800,000.

Haddix said his problem was that Peachtree City would be putting in \$60 million and only getting back \$12.4 million. The remainder would go to Fayetteville, and he asked why Fayetteville could not give up projects to cover the entire cost. Sturbaum said the County was offering to improve Peachtree City's numbers by giving up the Hood Avenue project. Fleisch noted Hood Avenue could be paid for out of the 2003 SPLOST project list. They gave up one of two potential sources of funding for that project so Peachtree City could have two potential funding sources for MacDuff, the developer and the T-SPLOST. Haddix said they wanted the balance of \$800,000 from the City's 15%. Fleisch said that was actually the City's suggestion as one way to make up the difference. Haddix said the City was being asked to give up one of the paths in addition to funding \$810,000 from the 15% discretionary funds. Learnard said that was not her understanding.

Learnard clarified the wording of the resolution. Section 1 requested reinstatement of MacDuff Parkway. Section 2 said that they would eliminate a similarly priced project, and proposed adding "not in Peachtree City." Then she said Section 3 said the balance of \$800 would come from the City's 15% discretionary funds.

Fleisch further clarified that the cost estimates from the project came from 2007, so there might be some variance. She asked Pennington if he understood the City was also being asked to give up one of the path projects. Pennington said no.

Pennington clarified that the County had offered to eliminate the Hood Avenue project, but asked how the City would make up the remaining \$800,000 in funding, and the City had the option of one of the path projects or funding from the 15% discretionary funds. Pennington also noted that the entire plan was based on whether the T-SPLOST passed and if Council publicly supported it.

Haddix said that Frady had noted that, potentially, if the T-SPLOST passed, the County might be able to fund the SR 54 West path bridge out of the funds for the East Fayetteville Bypass, but pointed out that the County did not currently have adequate funds for the east bypass.

Sturbaum said there were two possible approaches to revising the resolution, either identifying Hood Avenue as the project for removal or specifying that the projects not be in Peachtree City. Learnard said she preferred the "not in Peachtree City" wording. Sturbaum said he could support that change. Haddix also supported having that specification, but said he was still very bothered by the amount Peachtree City would be putting into the T-SPLOST versus what it would be getting back.

Imker said he did not see the need to change the resolution because they had Mayor Steele's commitment for Hood Avenue, and that was the equivalent of a handshake. He said they should take him at his word and that changing the wording would be an insult.

Haddix said he would prefer that the language be changed because the change was not exclusively dependent on Steele and Frady, and would require approval from the entire roundtable. Sturbaum added that Peachtree City appreciated the committee coming to Peachtree City and certainly intended no insult. Fleisch agreed with Imker. Steele and Frady had come to the City with the offer, and she felt that, as a gesture of goodwill, the language should not be changed.

Sturbaum said he would like to see the "not in Peachtree City" language added. Haddix agreed.

Learnard noted that Steele and Frady were Peachtree City's representatives for the roundtable and would be taking forward the proposal. Haddix said he did not see how they could take the change as an insult, knowing they had to take it to the whole board. Learnard said she had originally suggested the wording but could take or leave it. She felt the wording was reasonable.

Pennington said the meeting had been his first with the roundtable representatives. Mayor Haddix was correct that passing the resolution did not guarantee the project would be included. His impression was that Mayor Steele was saying all the cities in Metro Atlanta would be voting on this, so Peachtree City's representatives were asking if Peachtree City wanted them to push for the project with the entire board. Haddix said every county would be going through the same process.

Learnard said she thought that the dollar allocation had been set, and the local entities could tweak their project lists within that final dollar amount. Haddix said the dollar allocation would not be finalized until October 15.

Learnard said she could pass the resolution as written, with the verbal note that the Hood Avenue project was the trade-off. Sturbaum asked if Council was confident in the agreement offered by Steele and Frady. Imker and Learnard said yes, and the representatives had come to Peachtree City asking the question. Haddix noted this was only a request and nothing was in concrete.

Learnard made a motion to pass the resolution of support for the reinstatement of MacDuff Parkway to the Fayette County list of projects for the Fayette County Transportation Investment Act. Fleisch seconded. Motion carried unanimously.

Council/Staff Topics

Pennington reported that the doors were in for Fire Station 84 and they were working on the interior of older section for living quarters. The project was finally moving forward. Borkowski said the contract completion date was by Thanksgiving, and construction was on track to meet that.

Pennington said the new fire engine was en route for delivery.

Pennington then reported that there had been a lot of public discussion about the number of city vehicles. Staff had been reviewing the number and types of vehicles used by the various departments for several months. They were also looking at a program to lease vehicles.

including maintenance. They were also researching better mileage, but Pennington cautioned that staff also needed equipment appropriate for their duties. Staff would be bringing a formal proposal back to Council once the review was completed.

Public Information Officer/City Clerk Betsy Tyler noted that the Amphitheater would be hosting a September 11 10th anniversary commemorative concert on Sunday, September 11, at 7:00 p.m.

Learnard asked about the status of the Station 84 sewer connection. Borkowski said the sewer line had been installed and they were in the testing and inspection phase. Once the Peachtree City Water and Sewerage Authority accepted the line, the station would be connected to the line. The station was currently operating on septic.

Pennington noted that the repairs to the Library would be on the next agenda.

Haddix said he was receiving emails relating to being billed for landscaping. Residents had the option of paying sewer on their landscape watering, paying to have a separate meter installed, or, if they had enough property, they could drill a well.

Pennington reported that the City had a problem with the email server and thanked Matt Robinson and the Information Technology department for their hard work to get the system up and running.

There being no further business, Learnard moved to enter Executive Session for personnel and pending or threatened litigation at 9:21 p.m. Fleisch seconded. Motion carried unanimously.

Sturbaum moved to reconvene into regular session at 9:30 p.m. Learnard seconded. Motion carried unanimously.

There being no further business, Sturbaum moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 9:32 p.m.

Betsy Tyler
Public Information Officer/City Clerk

Don Haddix
Mayor

City Event Calendar

		<u>September</u>
		9/15 – City Council Meeting, 7 pm 9/17 – Motley Inc. & Atomic Punks: Motley Crue/Van Halen Tribute @ The Fred 9/17 & 18 – Shakerag Arts & Crafts Festival 9/24 – Slippery When Wet: Bon Jovi Tribute @ The Fred 9/27 – Fireball Run Adventurally in Peachtree City
<u>October</u>	<u>November</u>	<u>December</u>
10/4 – Council Workshop (Tentative), 6:30 10/6 – City Council Meeting, 7 pm 10/7-9 – Great Georgia Air Show 10/15 – PTC Classic Road Race – Whose Live Anyway @ The Fred 10/20 – City Council Meeting, 7 pm 10/29 – Not so Frightful Storytelling & Halloween Party @ The Fred 10/31 – Halloween	11/1 – Council Workshop (Tentative), 6:30 11/3 – City Council Meeting, 7 pm 11/8 – Municipal Election 11/17 – City Council Meeting, 7 pm 11/24 & 25 – Thanksgiving Holiday, City Offices Closed	12/1 – City Council Meeting, 7 pm 12/3 – Hometown Holiday – Council Workshop (Tentative), 6:30 12/15 – City Council Meeting, 7 pm 12/23 & 26 – Christmas Holiday, City Offices Closed
<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Year's Day 1/2 – New Years Day Celebrated, City Offices Closed 1/3 – Council Workshop (Tentative), 6:30 1/5 – City Council Meeting, 7 pm 1/16 – MLK Holiday, City Offices Closed 1/19 – City Council Meeting, 7 pm	2/2 – City Council Meeting, 7 pm 2/7 – Council Workshop (Tentative), 6:30 2/16 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/6 – Council Workshop (Tentative), 6:30 3/15 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/3 – Council Workshop (Tentative), 6:30 4/5 – City Council Meeting, 7 pm 4/19 – City Council Meeting, 7 pm	5/1 – Council Workshop (Tentative), 6:30 5/3 – City Council Meeting, 7 pm 5/17 – City Council Meeting, 7 pm 5/28 – Memorial Day, City Offices Closed	6/5 – Council Workshop (Tentative), 6:30 6/7 – City Council Meeting, 7 pm 6/21 – City Council Meeting, 7 pm

Note: Items in **BOLD** are new additions

Updated 8/8/2011

City Council Monthly Report

As of: 09/09/2011

DEPARTMENT: COMMUNITY DEVELOPMENT
SUPERVISOR: DAVID RAST

FISCAL YEAR: 2011
CREATOR: KATHY THOMAS

MONTH:	COMPARISON CHART											
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
BUILDING DEPARTMENT												
RESIDENTIAL BUILDING PERMITS												
Single Family Units:	1	0	1	1	2	0	3	1	2	2	1	
Single Family C.O.'s	4	0	4	0	3	1	0	1	3	6	3	
Multi Family Units:	0	0	0	0	0	0	0	0	0	0	1	
Multi Family C.O.'s	0	0	0	0	0	0	0	0	0	0	1	
Miscellaneous*:	27	25	14	15	18	55	48	37	45	32	32	
INSPECTIONS:	154	135	123	67	157	177	182	177	198	162	214	
NON-RESIDENTIAL BUILDING PERMITS												
New Construction:	0	0	0	1	1	0	0	0	0	0	0	
Non-Residential C.O.'s	2	7	4	6	2	4	3	7	6	3	4	
Expansion/Renovation/Tenant Finish:	15	13	3	2	6	8	4	16	5	3	13	
Miscellaneous*:	0	1	0	0	0	0	0	2	2	2	1	
INSPECTIONS:	82	108	84	70	76	87	62	71	70	68	82	
DEVELOPMENT PERMITS	2	0	2	1	0	0	3	1	3	2	2	
POPULATION ESTIMATE*	38,619	38,619	38,628	38,628	38,634	38,636	38,636	38,638	38,644	38,657	38,665	
BUILDING PERMIT FEES	\$35,243	\$40,721	\$8,266	\$20,152	\$16,784	\$19,391	\$41,048	\$23,188	\$31,513	\$26,351	\$24,433	
PLANNING DEPARTMENT												
Sign Permits:	\$430	\$255	\$500	\$200	\$400	\$665	\$325	\$100	\$765	\$700	\$300	
Banner/ Special Event Permits:	\$215	\$260	\$130	\$285	\$185	\$245	\$570	\$180	\$335	\$140	\$430	
New Construction Plan Reviews:	\$959	\$960	\$0	\$0	\$300	\$1,111	\$0	\$300	\$900	\$948	\$392	
Other Plan Reviews/Permits*:	\$1,690	\$150	\$648	\$50	\$102	\$300	\$900	\$1,998	\$100	\$4,250	\$555	
Resubmittals:	\$0	\$200	\$200	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$100	
Fire Department Permit Fees:	\$1,871	\$1,200	\$1,088	\$200	\$500	\$450	\$1,018	\$1,400	\$1,554	\$600	\$1,350	
TOTAL PLAN REVIEW FEES	\$4,965	\$3,025	\$2,586	\$835	\$1,487	\$2,771	\$2,813	\$3,978	\$3,654	\$6,638	\$3,127	
TOTAL FEES COLLECTED	\$40,208	\$43,746	\$10,832	\$20,987	\$18,271	\$22,162	\$43,861	\$27,166	\$35,167	\$32,969	\$27,560	

Building Permits are: Family, Plan, Address/Revision, Resubmittal, etc.

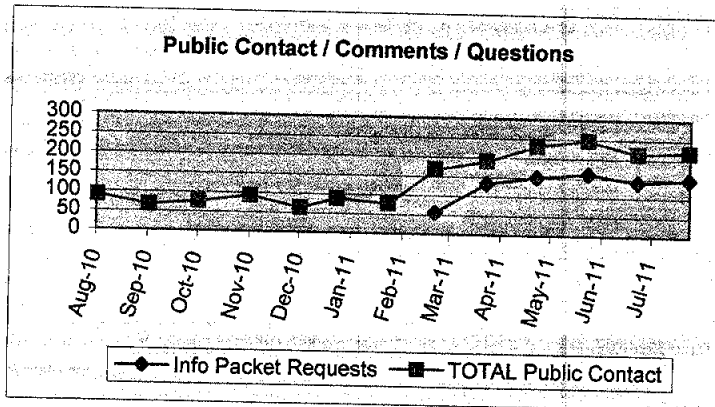
* Based on 2010

* Based on 2.00 people per residential CO
* Modeling permits are: Fees, Fees, Addition/renovations, Resubmittals, etc
* Other plan reviews: Set Enrich permits, Land Disbursement Fee, Site Plan & Final Site Plan reviews

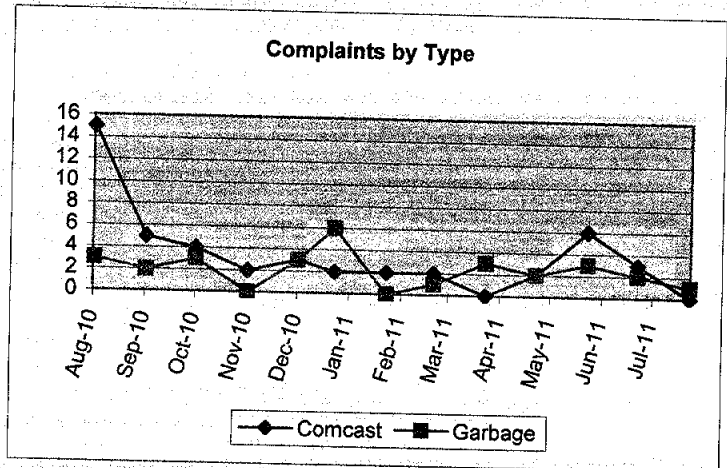
Administrative Services

Monthly Report

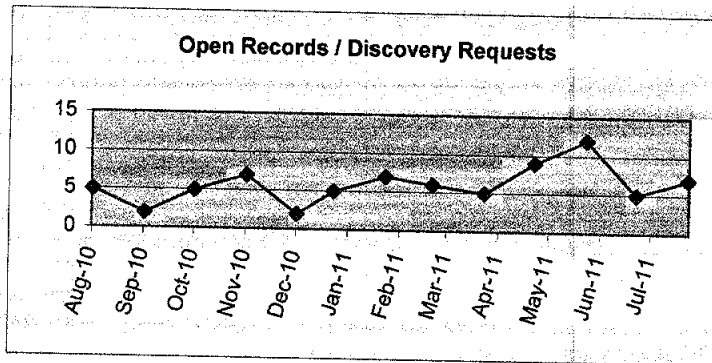
Public Information



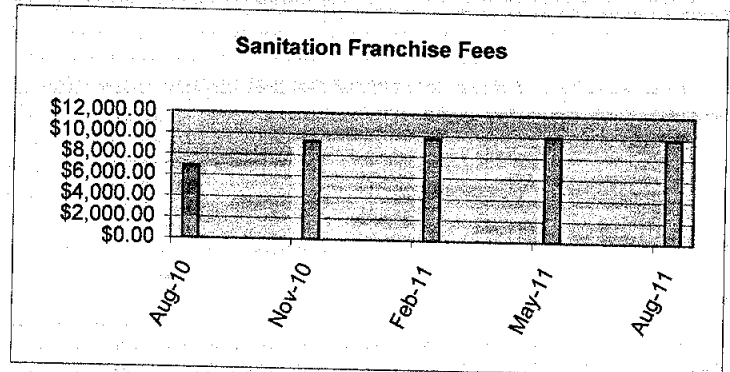
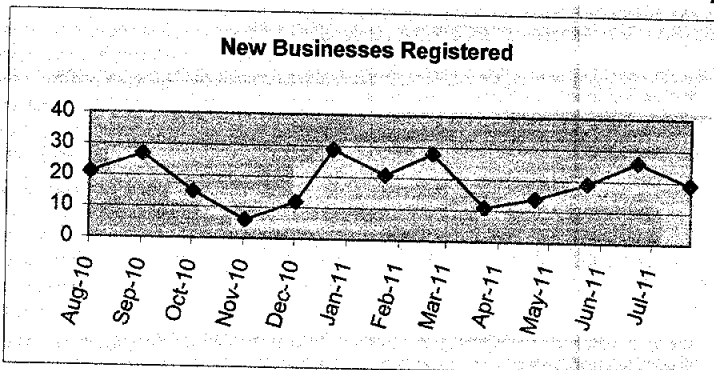
NOTE: Packet Request form added to web site 3/21/2011



NOTE: Comcast spike in August 2010 partially related to digital conversion.



City Clerk

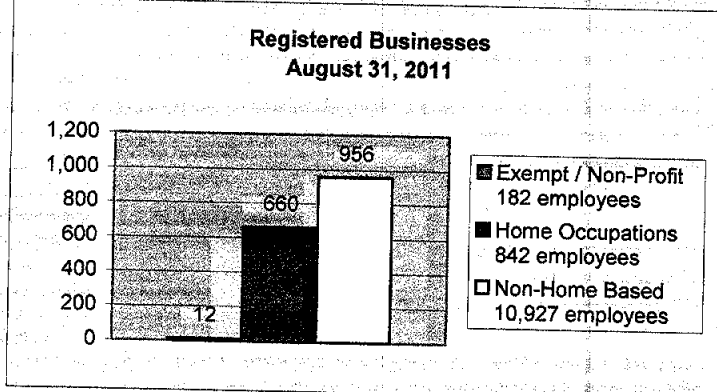


NOTE: August 2010 fees reflect an adjustment due to a 4-month payment in February

Total Registered Businesses: 1,628
Total Employment from Registered: 13,058

Top 10 Employers by # of employees:

1. NCR
2. Cooper Lighting
3. Panasonic
4. Hoshizaki
5. Wal-Mart
6. Kroger (Kedron)
7. Kroger (Braelinn)
8. World Airways
9. Alenco
10. Randstad



City Council Monthly Report

As of: 09/09/2011

DEPARTMENT:
SUPERVISOR:

COMMUNITY DEVELOPMENT
DAVID RAST

FISCAL YEAR:
CREATOR:

2011
KATHY THOMAS

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
BUILDING DEPARTMENT												
RESIDENTIAL BUILDING PERMITS												
Single Family Units:	1	0	1	1	2	0	3	1	2	2	1	1
Single Family C.O.'s	4	0	4	0	3	1	0	1	3	3	3	3
Multi Family Units:	0	0	0	0	0	0	0	0	0	0	1	1
Multi Family C.O.'s	0	0	0	0	0	0	0	0	0	0	1	1
Miscellaneous:	27	25	14	15	18	55	48	37	45	32	32	32
INSPECTIONS:	154	135	123	57	157	177	182	177	198	162	214	214
NON-RESIDENTIAL BUILDING PERMIT												
New Construction:	0	0	0	1	1	0	0	0	0	0	0	0
Non-Residential C.O.'s	2	7	4	5	2	4	3	7	6	3	4	4
Expansion/Renovation/Tenant Finish:	15	13	3	2	6	8	4	16	5	3	13	13
Miscellaneous:	0	1	0	0	0	0	0	2	2	2	1	1
INSPECTIONS:	82	108	84	70	76	87	62	71	70	68	82	82
DEVELOPMENT PERMITS												
POPULATION ESTIMATE*	38,619	38,619	38,628	38,628	38,634	38,636	38,636	38,638	38,644	38,657	38,665	38,665
BUILDING PERMIT FEES	\$35,243	\$40,721	\$8,266	\$20,152	\$16,784	\$19,391	\$41,048	\$23,188	\$31,513	\$26,351	\$24,433	\$24,433
PLANNING DEPARTMENT												
Sign Permits:	\$430	\$255	\$500	\$200	\$400	\$665	\$325	\$100	\$765	\$700	\$300	\$300
Banner/ Special Event Permits:	\$215	\$260	\$130	\$285	\$185	\$245	\$570	\$180	\$335	\$140	\$430	\$430
New Construction Plan Reviews:	\$959	\$960	\$0	\$0	\$300	\$1,111	\$0	\$300	\$900	\$948	\$392	\$392
Other Plan Reviews/Permits:	\$1,690	\$150	\$648	\$50	\$102	\$300	\$900	\$1,998	\$100	\$4,250	\$555	\$555
Resubmittals:	\$0	\$200	\$200	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$100
Fire Department Permit Fees:	\$1,671	\$1,200	\$1,088	\$200	\$500	\$450	\$1,018	\$1,400	\$1,554	\$600	\$1,350	\$1,350
TOTAL PLAN REVIEW FEES	\$4,965	\$3,025	\$2,566	\$835	\$1,487	\$2,771	\$2,813	\$3,978	\$3,654	\$6,638	\$3,127	\$3,127
TOTAL FEES COLLECTED												
	\$40,208	\$43,746	\$10,832	\$20,987	\$18,271	\$22,162	\$43,861	\$27,165	\$35,167	\$32,989	\$27,560	\$27,560

* Miscellaneous permits are: Fences, Pools, Additions, Renovations, Replacements, etc.

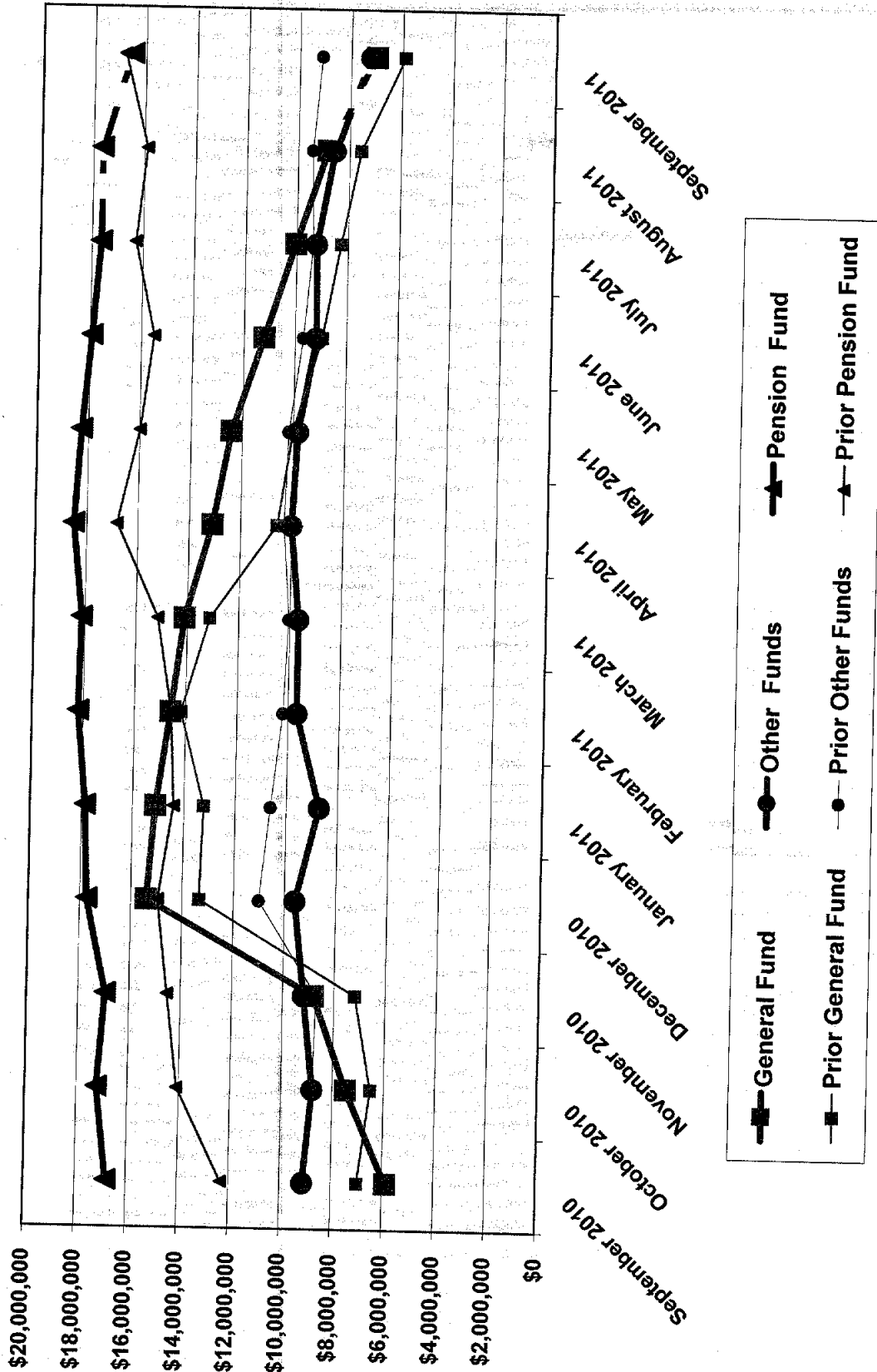
* Based on 2.09 people per residential CO

* Other plan reviews: Sub Division permits, Land Disturbance Permits, Site Plan & Final Site Reviews

COMPARISON CHART

YTD FY 2011	AUG 0 FY 2010	AUG 0 FY 2009
14		
25		
1		
1		
348		
1,746		
2		
48		
88		
8		
660		
16		
38,619		
\$287,090		
\$4,640		
\$2,975		
\$5,870		
\$10,743		
\$600		
\$11,031		
\$35,859		
\$322,949		

CITY OF PEACHTREE CITY
FISCAL YEAR 2011 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



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

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE ELEVEN MONTHS ENDED AUGUST 31, 2011**

PERCENTAGE OF BUDGET YEAR COMPLETED 91.7% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 11,725,013	\$ 11,614,745	\$ (110,268)	99.06%
Franchise Taxes	2,554,036	2,460,641	(93,395)	96.34%
Local Option Sales Tax	6,587,035	5,904,164	(682,871)	89.63%
Other Sales & Use Taxes	691,547	634,610	(56,937)	91.77%
Business Taxes	2,174,768	2,146,434	(28,334)	98.70%
Licenses & Permits	691,371	683,852	(7,519)	98.91%
Intergovernmental/Grants	356,050	349,430	(6,620)	98.14%
Charges for Services - Other	887,698	872,265	(15,433)	98.26%
EMS Billings	513,625	445,124	(68,501)	86.66%
Fines & Forfeitures	1,151,239	1,264,147	112,908	109.81%
Investment Income	64,417	46,212	(18,205)	71.74%
Donations	13,914	610	(13,304)	4.38%
Other Revenue	114,667	105,343	(9,324)	91.87%
Other Financing Sources	335,421	279,255	(56,166)	83.26%
Total General Fund Revenues	\$ 27,860,801	\$ 26,806,832	\$ (1,053,969)	96.22%
Surplus Carryover	(1,062,454)			
Total General Fund	\$ 26,798,347			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 285,367	\$ 288,316	\$ (2,949)	101.03%
Administrative Services	1,174,593	986,887	187,706	84.02%
Financial Services	1,001,731	862,351	139,380	86.09%
Police Services/Code Enforcement	6,176,051	5,567,240	608,811	90.14%
Fire/EMS Services	5,872,345	5,258,788	613,557	89.55%
Public Works	3,161,634	2,729,984	431,650	86.35%
Leisure Services	3,920,357	3,428,035	492,322	87.44%
Community Development Services	1,034,233	897,062	137,171	86.74%
Tourism Activity	99,135	100,593	(1,458)	101.47%
Non-Divisional:				
Unemployment Insurance	15,000	(3,943)	18,943	-26.29%
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	23,130	23,130	-	100.00%
Transfer to Development Authority	-	-	-	0.00%
Development Authority Debt Service	919,160	919,159	1	100.00%
Transfers to Other Funds	3,335,133	2,979,661	355,472	89.34%
Liability Insurance	95,540	93,126	2,414	97.47%
Litigation Services	25,000	76,954	(51,954)	307.82%
General Administration/Miscellaneous	19,060	838	18,222	4.40%
Budgeted Savings	(359,122)	-	(359,122)	0.00%
Total General Fund	\$ 26,798,347	\$ 24,208,181	\$ 2,590,166	90.33%

HOTEL/MOTEL FUND REVENUES

Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 780,667	\$ 789,021	\$ 8,354	101.07%

HOTEL/MOTEL TRANSFERS OUT

Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 260,222	\$ 263,007	\$ (2,785)	101.07%
Transfer to Tourism Association	520,445	526,014	(5,569)	101.07%
Total Hotel/Motel Transfers Out	\$ 780,667	\$ 789,021	\$ (8,354)	101.07%

**CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF AUGUST 31, 2011**

SUMMARY OF OVER \$10,000 EXPENDITURES APPROVED BY CITY MANAGER AUGUST 2011			
Description	Vendor	Award	Date
Safety Netting at BSC	C&C Fence Company	22,145.00	08/09/2011
New Email Server Hardware	CDW Government, Inc.	18,255.52	08/26/2011
Email Server Software & Licensing	CDW Government, Inc.	36,364.21	08/26/2011
Landfill removal	S&B Rolloff, Inc.	14,906.85	08/29/2011

PURCHASING REPORT FOR MONTH ENDED August 31, 2011 AND August 31, 2010		
Activity	Fiscal Year 2011	Fiscal Year 2010
Purchase Orders / Requisitions Processed	188	270
City Store Requisitions Processed	14	13
Sealed Bids Requested	4	2
Requests for Proposals	2	1
Bids Awarded	0	0
Requests for Proposals Awarded	0	0
Contracts Prepared	0	0
Electronic Auction	0	0
Fixed Assets Purchased	0	0
New Elgin Pelican Street Sweeper	5	2
New Email Server Hardware		
New Email Server Software		
Safety Netting at BSC		

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
AUGUST 2011

CITY HALL

Leonard & Lucy Thomas

Rotary Club of Peachtree City

Arline Cuebas

Kiwanis Club of Peachtree City

Historical Marker

Historical Timeline

CERT

DARE

\$500.00

10,000.00

75.00

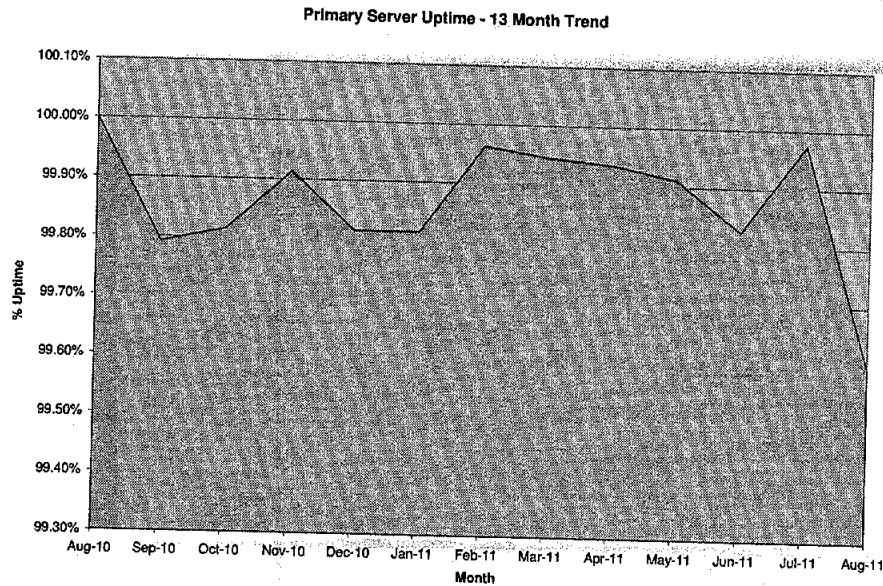
5,458.75

TOTAL MONTH OF AUGUST 2011

\$16,033.75

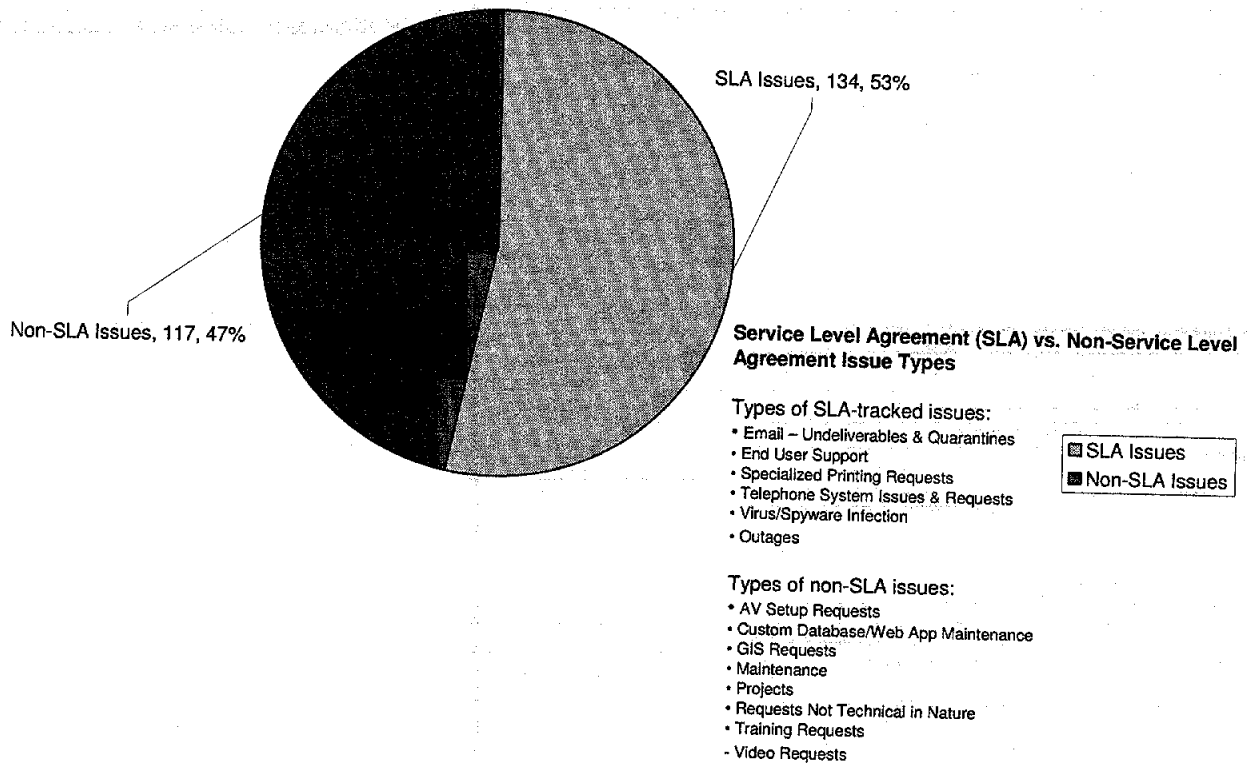
City of Peachtree City
 Information Technology Statistics and Trends
 For Period Ending August 31, 2011
 Report Date – September 7, 2011

Server Uptime and Technology Issue Statistics



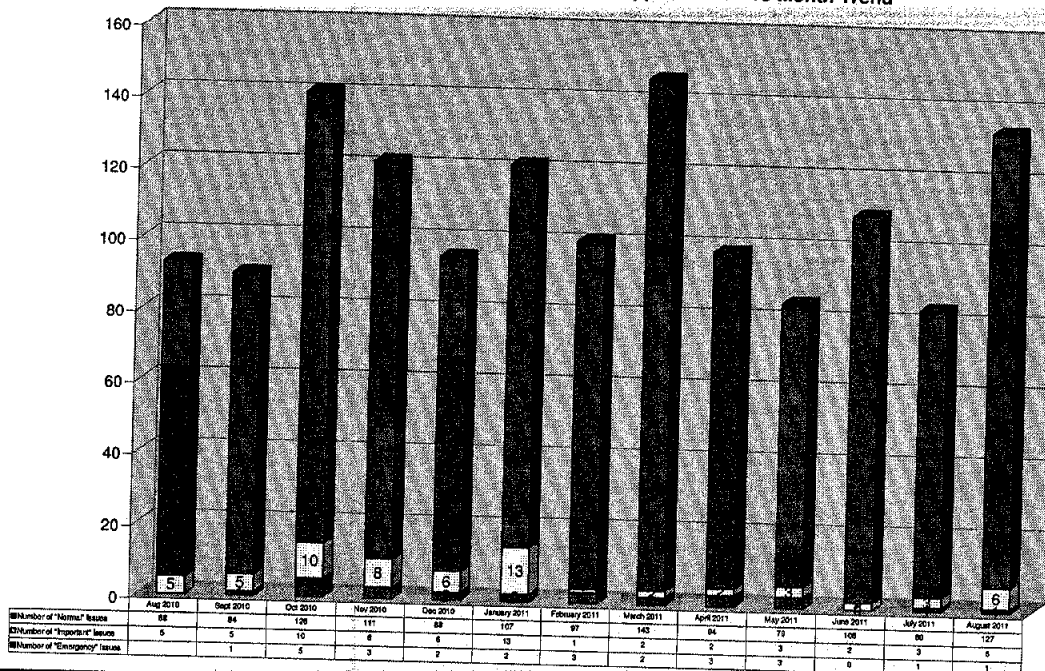
*Precipitous drop in August is due to email server crash 8/24 – email services weren't "restored" until 8/26

Service Level Agreement (SLA) Issues vs Non-SLA Issues, August 2011



Peachtree City IT Statistics (continued)

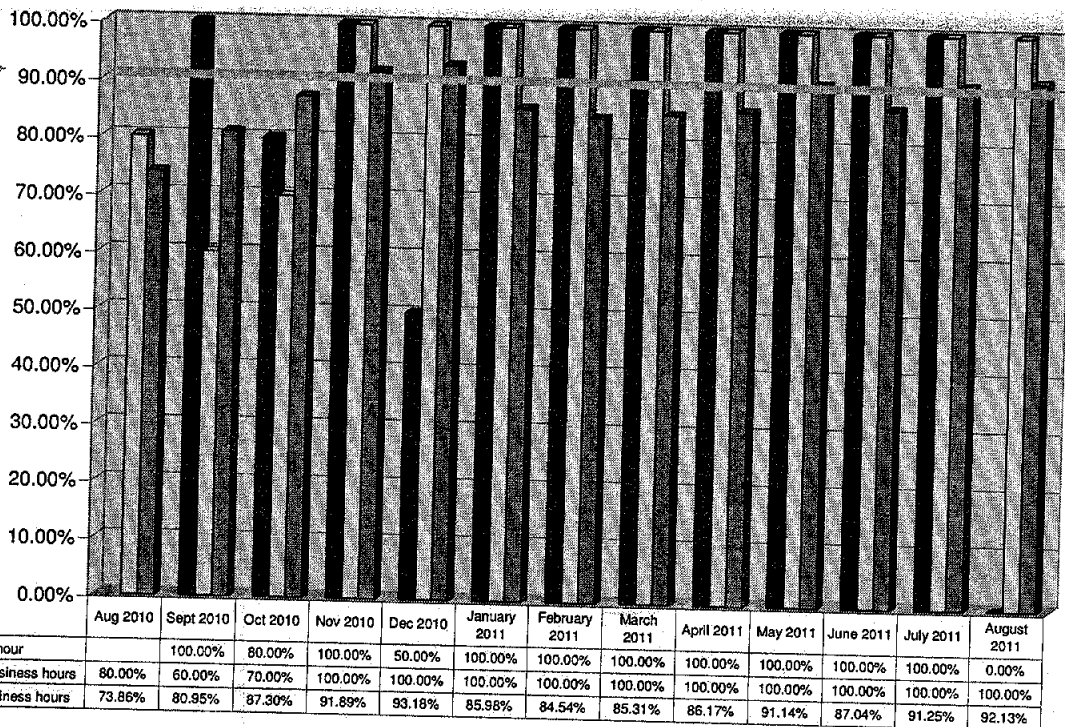
Issue Volume by Severity/Impact - SLA Tracked Support Calls - 13 Month Trend



SLA - Call Resolution Goal Analysis - 13 Month Trend

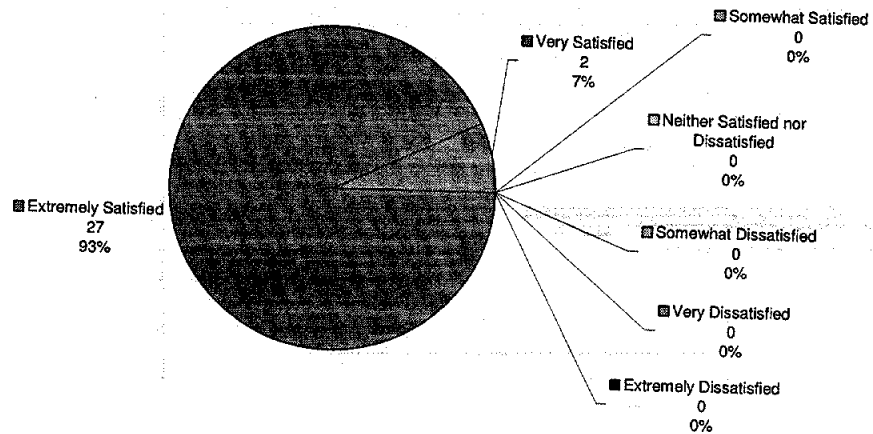
GOAL - 90% of all calls resolved within overall timeframes

% Resolved within goal timeframe



Peachtree City IT Statistics (continued) End User Satisfaction Statistics

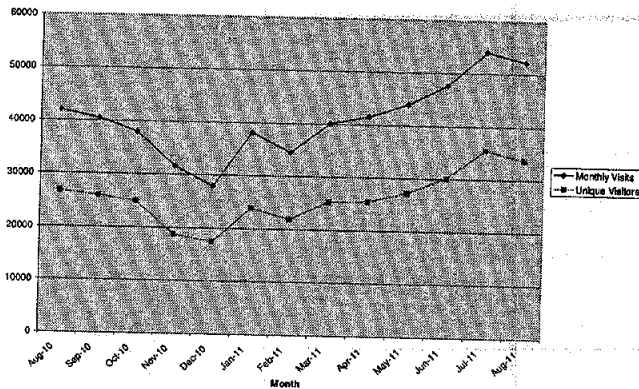
End User Overall Satisfaction - August 2011



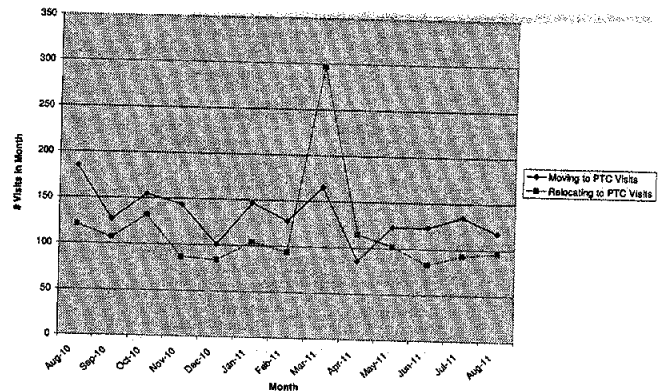
■ Extremely Satisfied ■ Very Satisfied ■ Somewhat Satisfied ■ Neither Satisfied nor Dissatisfied
 ■ Somewhat Dissatisfied ■ Very Dissatisfied ■ Extremely Dissatisfied

VISITS and VISTORS to <http://www.peachtree-city.org>

Visits and Unique Visitors - 13 Month Trend



Visits to Goal-Oriented Pages - 13 Month Trend



PEACHTREE CITY FIRE/RESCUE MONTHLY REPORT August 2011

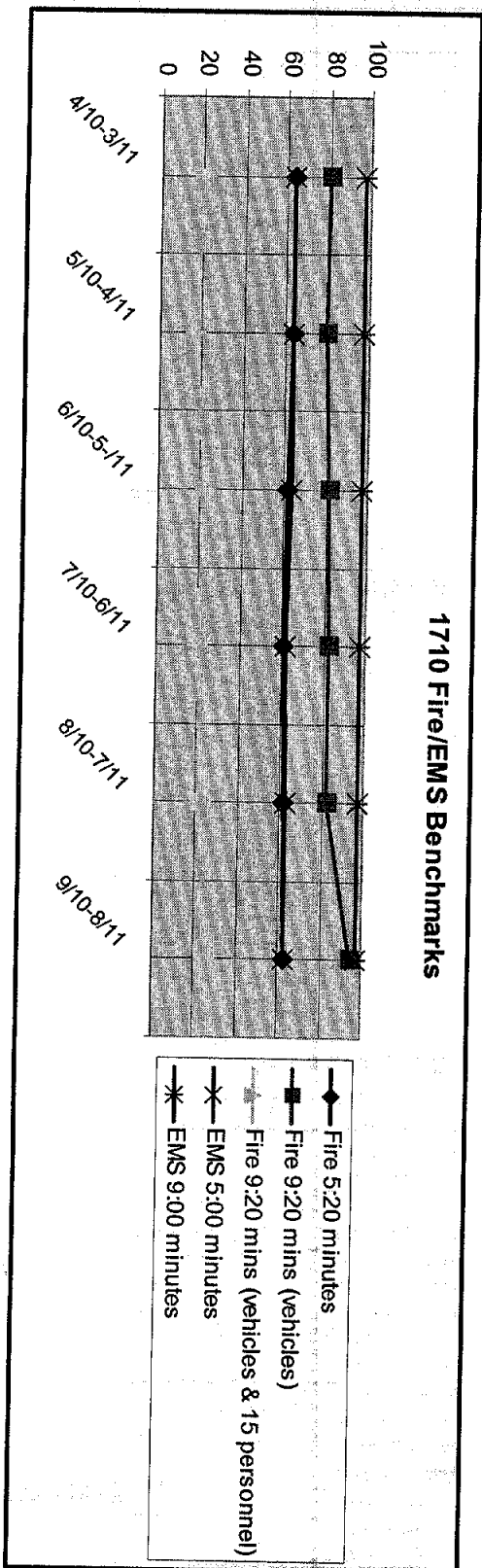
RESPONSE BENCHMARKS (Sept 10 – Aug 11)

A) 62.6% B) 94.1% C) 25% D) 63.2% E) 97.0%

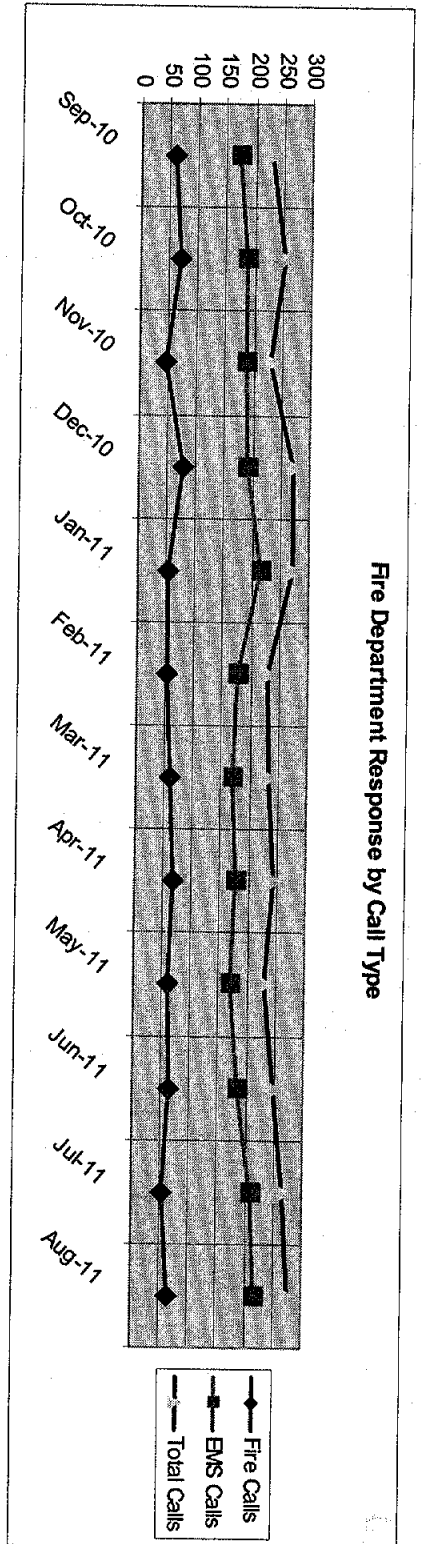
Benchmarks are based on NFPA 1710 Standards as follows:

- A) Fire Call: First arriving Engine Company arrives in 5 minutes 20 seconds from notification 90% of time. (Engine & 4 Firefighters)
- B) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (2 Engines, Aerial, Squad, Ambulance)
- C) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (15 Firefighters)
- D) EMS Call: First arriving EMS Unit arrives in 5 minutes from notification 90% of time. (EMS Unit & 2 EMTs/Paramedics)
- E) EMS Call: Second arriving EMS Unit arrives in 9 minutes from notification 90% of time. (EMS Units & 4 EMTs/Paramedics)

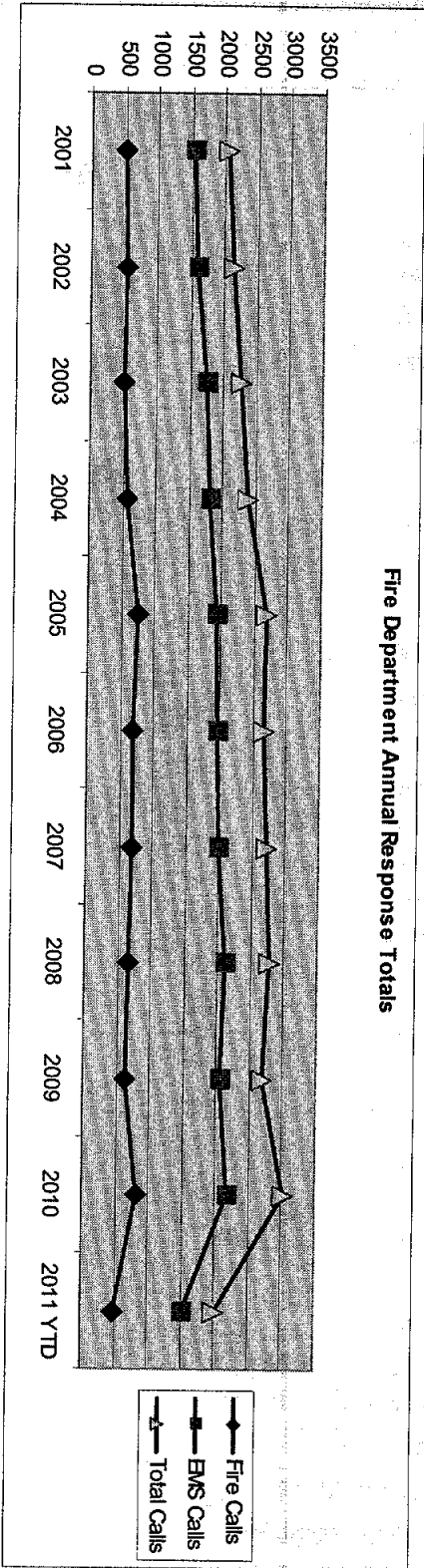
RESPONSE BENCHMARKS (6 MONTH LOOK-BACK)



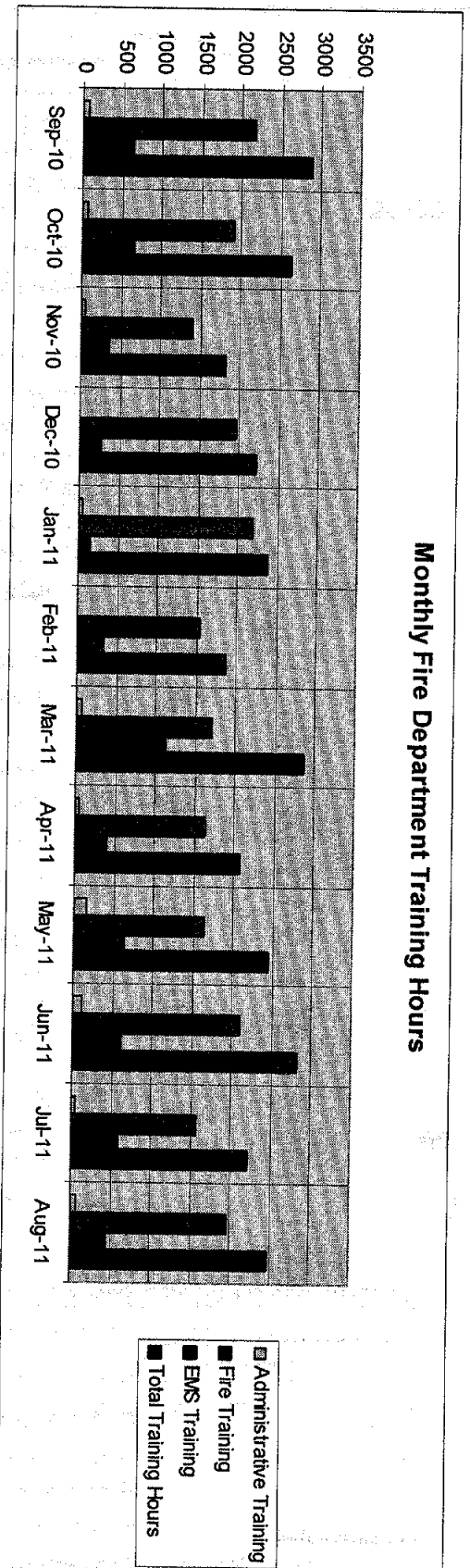
MONTHLY RESPONSES (Last 12 Months)



TOTAL ANNUAL RESPONSES (PAST 10 YEARS)

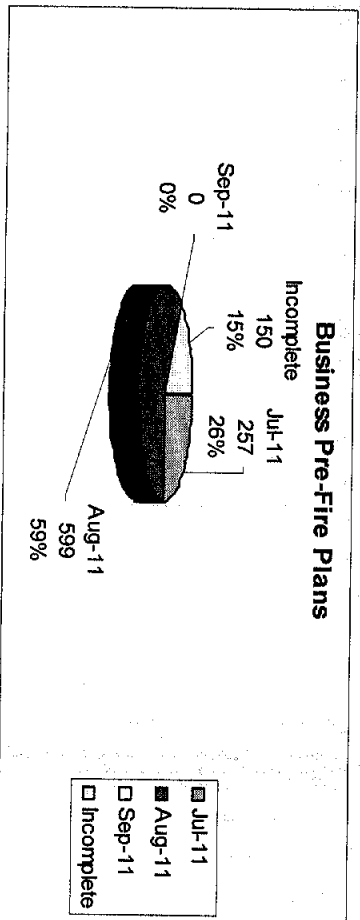


TRAINING HOURS (Last 12 Months)



QUARTERLY FOCUS AREA

Every Quarter the Fire Department has a different focus. This area of the monthly report will show where the department is in accomplishing its goal or requirement. The following are the focus areas and how many items must be completed or done per quarter. The charts will change with the quarter changes.



GOALS

Jan-Mar (Inspections-1011)
 Apr-Jun (Hydrants-1704)
 Jul-Sep (Pre-Plans-1006)
 Oct-Dec (Public Education-3500)

PEACHTREE CITY POLICE DEPARTMENT

2011 MONTHLY REPORT

JULY 2011

AUGUST 2011

2011

2010

Calendar Year to Date Calendar Year to Date

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

TOTAL PART I CRIMES	35	78	306	325
----------------------------	-----------	-----------	------------	------------

<u>DUI ARRESTS</u>	15	9	116	108
---------------------------	-----------	----------	------------	------------

DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	3	7	62	50
----------------------------	----------	----------	-----------	-----------

OTHER ARRESTS

PROPERTY CRIMES	13	15	124	157
PERSON CRIMES	2	4	39	59
CITY ORDINANCES	48	32	344	420
TRAFFIC OFFENSES	20	30	202	266
OTHER	41	29	287	292

<u>CALLS ANSWERED:</u>	5,598	6,234	45,739	37,101
-------------------------------	--------------	--------------	---------------	---------------

TRAFFIC:

CITATIONS ISSUED	719	976	6,354	6,721
WARNINGS	977	1,084	8,131	8,205
ACCIDENTS	88	84	699	705

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	3
HWY 54 / HUDDLESTON RD	3
HWY 54 / PEACHTREE PARKWAY	2
HWY 54 / MARKET PLACE	2
HWY 74 / HOLLY GROVE	2

Code Enforcement Monthly Report 2011

August

Case Types	New Cases	Notice of Violations		Citations	Unfounded
		Reactive	Proactive		
Cleanliness of Premises (Grass)	102	6	94	1	1
Cleanliness of Premises (Trash)	16	2	14	0	
Cleanliness of Premises (Automobiles)	17	1	16	0	
Parking Restrictions	17	1	16	0	
Accessory Use to Dwellings	23	2	21	1	
Signs Violations	8	0	8	0	
Rehabs	2	2	0	1	
Miscellaneous	45	5	40	1	
Subtotals		19	209		
TOTALS	230	228		4	1

Signs Confiscated	80
Tree Removal Permits Processed	106
Total Trees	462

Public Works Monthly Reports

Activity Description	Unit	August-11	FY2011 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	1.0	1.0	3
Average time to respond to a citizen complaint and assign action	Days	1.2	5.6	5
Streets				
Street Patching	Hrs.	286	1,788	2,500
Street Crack Sealing	Hrs.	0	160	435
Street General Maintenance	Hrs.	286	5,069	2,000
Storm Water Maintenance	Hrs.	63	3,837	12,480
Cart Paths				
Cart Path Paving	Ft.	1,631	14,864	21,000
Cart Path Litter Removal	Hrs.	128	1,891	1,250
Time to remove trees on paths once reported	Days	2.0	1.8	2
Cart Path Drainage Maintenance	Hrs.	177	2,285	1,450
Cart Path General Maintenance	Hrs.	543	6,884	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days	1.0	1.0	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	25.0	220	500
Contracted Services				
Time for contractor to remove trees once notified	Days	3.0	2.8	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	2.2	2.1	2
Time for contractor to remove dead animals and debris for road once notified.	Days	1.3	1.0	1
Fleet Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	4.1	4.0	3
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	6.0	5.3	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	8.0	3.3	6
Ratio of time spent on preventative maintenance versus other repair items		2 TO 1.43	0	2 to 1

Note: General maintenance line items include activities not included in paving operations. These include but are not limited; storm clean up, litter removal, curb repair etc.

**CITY OF PEACHTREE CITY
RECREATION REVENUE
AS OF AUGUST 31, 2011
WITH COMPARISONS TO AUGUST 31, 2008, 2009, & 2010**

	ACTUAL THRU AUGUST 2011			ORIGINAL BUDGET FY 2011	BUDGET ADJUSTMENTS	CURRENT BUDGET FY 2011	ACTUAL THRU AUGUST 2011
	2008	2009	2010				
RECREATION REVENUE							
Program Fees - Recreation	\$ 168,631	\$ 186,494	\$ 165,486	\$ 187,533	\$ -	\$ 187,533	\$ 175,887
Programs Fees - Kedron	150,842	134,286	156,365	130,116	-	130,116	185,552
Program Fees - Gathering Place	25,311	27,787	21,030	26,105	-	26,105	19,423
Facility Rental - Recreation	7,490	6,365	7,500	9,612	-	9,612	9,631
Facility Rental - Kedron	3,330	5,031	9,104	7,169	-	7,169	9,715
Facility Rental - Gathering Place	6,457	6,548	9,141	5,676	-	5,676	9,115
Program Fees - Pool Revenue	99,417	100,652	124,849	135,660	-	135,660	134,331
Program Fees - Rec Pool Revenue	13,057	15,615	11,411	34,650	-	34,650	6,909
Library Fines & Fees	43,502	41,528	39,587	45,030	-	45,030	40,744
	\$ 518,037	\$ 524,306	\$ 544,473	\$ 581,551	\$ -	\$ 581,551	\$ 591,307

The Peachtree City Recreation and Special Events Department offered a well rounded menu of activities during the month of August. Two successful summer camps, Playball Camp and Kedron Kids Basketball Camp helped wrap up a busy summer during the first week of the month. Special Events offered were the Youth Fishing Rodeo held on the 13th at Luther Glass Park for children ages 6- 12 years of age and the popular KidzFest, Food Fest and Help Fest event held at Shakerag Knoll on the 27th. This particular event provided free rides, games, obstacle courses and prizes as well as free entertainment. Participants had the opportunity to sample food from all over Fayette County for a nominal fee. Local non-profit organizations were also provided an opportunity to recruit volunteers, hand out information and encourage volunteerism in our community. We completed a successful summer adult basketball league with 17 teams participating. Our fall adult coed volleyball season also kicked off with 26 teams competing. Recreational classes consisted of a variety of aquatics, music, arts, dance, exercise and martial arts for our residents from infants to seniors. Through comprehensive scheduling we provided designated areas for special interest groups, clubs and organizations to host meetings and participate in various social activities.

COMMISSION/AUTHORITY ATTENDANCE RECORD

LEISURE SERVICES COMMISSION

Five (5) year terms

August 15, 2011

CANCELLED

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Mark Ballard 1/8/08 - 12/31/12	10	10	10	0		100%
Joe Keubler 12/18/09 - 12/31/13	10	10	10	0		100%
Vince Obsitnik 1/1/11-12/31/15	10	10	7	3	9/27/10 1/24/11 3/21/11	70%
Eric Snell 1/1/10-12/31/14	10	10	8	2	8/16/10 5/16/11	80%
Shayne Robinson 1/1/09-12/31/11	10	10	10	0		100%

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

September-11

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Kai Wolter 07/15/2010 - 12/31/11	10	10	10	0		100%
Mark Ballard Until no longer Recreation Commission Chairman	10	10	10	0		100%
Sherri Smith Brown 7/15/10 - 12/31/11	10	10	9	1	09/15/2010	90%
Tim Dunlap 1/1/2011 - 12/31/2012	10	10	6	4	10/20/2010 11/15/2010 01/19/2011 05/18/2011	60%
Don Haddix 1/1/11 - 12/31/11	10	6	6	0		100%
Bill Rial 1/1/11 - 12/31/2012	10	10	8	2	07/21/2010 04/20/2011	80%
Becky She 7/15/10 - 12/31/11	10	10	7	3	11/15/2010 3/19/2011 04/20/2011	70%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 

FROM: Deputy City Clerk 

DATE: August 31, 2011

SUBJECT: Alcohol License – NEW – Saville Studios
September 15, 2011, Regular Meeting

Recommendation:

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

Discussion:

Saville Studios, an art gallery/lessons studio, located at 104B Huddleston Road, has submitted a request for a new alcohol license. Ms. Kathleen Hawkins has requested she be appointed as the Licensee and License Representative. The business would like to offer special packages for adult students that include a glass of wine.

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 consumption sale of wine, which is \$575.

Attachments

Application For Alcoholic Beverage License

Business Name: SAVILLE STUDIOS	Business Location: 104B HUDDLESTON RD PTC, GA 30269
Nature of Business: ART GALLERY / CLASSES	Mailing Address: 104B HUDDLESTON RD PTC, GA
Name of Licensee: SAVILLE STUDIOS (KATE HAWKINS)	Home Address: 319 BROOKWOOD DR, PTC, GA
Name of License Representative: KATE HAWKINS	Home Address: "
	Business Phone Number: 404 729 5196
	Home Phone Number: 678 519 5676
	Home Phone Number: "

Please indicate type of licenses applying for:

Retail Consumption Dealer	Retail Package Dealer	Wholesale Dealer
Malt Beverage	Malt Beverage	Malt Beverage
✓ 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 and Business Phone Numbers for individuals listed:
KATE S. HAWKINS	319 BROOKWOOD DR PTC, GA 30269	(H) 678 519 5676 (W) 404 729 5196

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: _____

State of Georgia

City of Peachtree City:

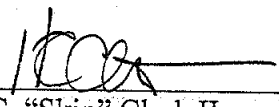
I, H. C. "Skip" Clark II, Chief of Police for the City of Peachtree City, do hereby certify that:

Kathleen S. Hawkins

319 Brookewood Drive Peachtree City, GA 30269

Address

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


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

8/30/11
Date

Robert M. DePree, Major
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: 9/9/2011
SUBJECT: Consider Appointment of Planning Commission Member(s)
Consent Agenda, September 15, 2011

Recommendation:

Appoint Aaron Daily to a new term on the Planning Commission beginning October 1, 2011 ending September 30, 2014. In addition, Robert Napoli to be appointed as an alternate in the event a vacancy occurs.

Discussion:

The Selection Committee, composed of Mayor Don Haddix, Council Member Doug Sturbaum, Planning Commission Chairman Patrick Staples, and myself Jim Pennington, considered 3 applicants for the vacancies on the Planning Commission

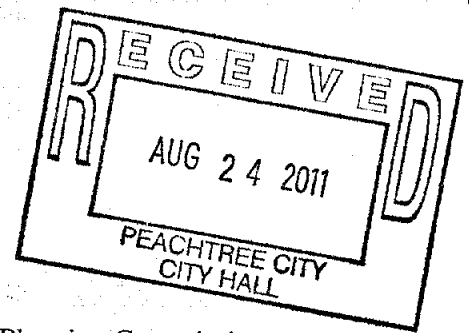
It is the recommendation of the Committee that Aaron Daily be appointed to a term that would end on September 30, 2014. In addition, the Committee further recommends that Robert Napoli be appointed as an alternate to fill any vacancy that may occur.

Copies of their applications are attached for your review.

Budget Impact:

This item should have no budgetary impact.

PLANNING COMMISSION
APPLICATION FOR APPOINTMENT



Thank you for your interest in being considered for appointment to the Planning Commission. Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** Appointees will also be required to attend various Planning Commission Training classes and meetings paid for by the City as part of their service on the Commission. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form 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 2, 2011.** The City will contact you within two weeks of the application closing date.

If you have any questions, please call (770) 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME AARON DAILY

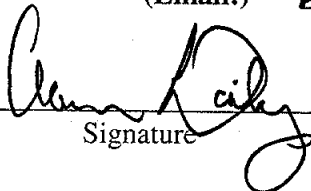
ADDRESS 328 REVOLUTION DRIVE

TELEPHONE (Day Time) WORK: (770) 487-8041 MOBILE: (770) 880-0591

(Evening) HOME: (770) 486-0127

(Fax No:) (770) 487-5418

(Email:) ADAILY@HISTORICALCONCEPTS.COM


Signature

8/23/11

Date

How long have you been a resident of Peachtree City?

I have been a resident of Peachtree City for 14 ½ years.

Why are you interested in serving on the Planning Commission?

I feel that my experiences in both architecture and planning for a wide range of clients would allow me to contribute constructive insight into a broad range of topics commonly confronted by the Peachtree City Planning Commission.

What qualifications and experiences do you possess that would benefit the Planning Commission? (Licensed/Registered Architect, Landscape Architect)

I am a registered architect in good standing with the American Institute of Architects. I am currently licensed to practice in Georgia, Florida and Virginia. I am also an accredited professional with the Congress for the New Urbanism.

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

I began work with Historical Concepts in 1997 as an Intern Architect, and was promoted to Partner in 2001.

Do you have any past experience relating to City planning? If so, describe.

I have been fortunate over the past fourteen years with Historical Concepts to have been involved with a broad range of planning projects, ranging from less than an acre to over 2000 acres. Local examples include work for the City of Fayetteville and the Fayetteville Downtown Development Authority studying various parcels of property in the city and county, work with the City of Fairburn planning and designing the new campus for the Georgia Military College and work with Peachtree City Development Authority and City Council designing a potential new campus for the Atlanta Christian College. In addition, we have worked with several historic communities in the Southeast, Senoia most notably among these, to define architectural and development guidelines to ensure integration of new construction with existing historic character.

Have you attended any Planning Commission meetings in the past year and, if so, how many?

I have attended two Planning Commission meetings over the past year. My attendance was as an observer only to follow the progress of projects, Walgreens being the most recent, for which Historical Concepts had been asked to offer design opinions by various members of City Staff.

Are you willing to take continuing education classes?

Yes, I am willing to take continuing education classes.

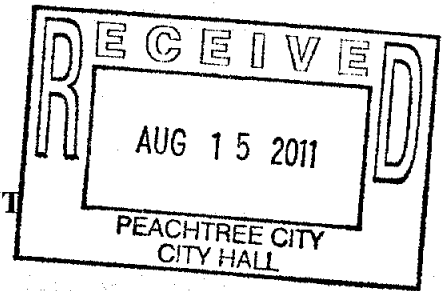
Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

As a partner with Historical Concepts, the possibility exists that a project may come before the Planning Commission with which my firm is involved. If such an instance should arise I would need to recuse myself from any official vote.

Describe your current community involvement.

For nearly 30 years many of the partners and employees of Historical Concepts have enjoyed the benefits of living and working in Peachtree City. I have found that one of the best ways I can give back to the community is by donating my professional services, when possible, to help in the growth and betterment of the community. Examples include something as simple as offering exterior material and massing critiques for the new Walgreens, to conceptual repurposing studies of Glenloch Village, to working with the Development Authority and City Council preparing a comprehensive campus plan and presentation in an effort to bring Atlanta Christian College to Peachtree City.

PLANNING COMMISSION
APPLICATION FOR APPOINTMENT



Thank you for your interest in being considered for appointment to the Planning Commission. Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Planning Commission is comprised of five members appointed to three-year terms. Meetings are held on the second Monday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** Appointees will also be required to attend various Planning Commission Training classes and meetings paid for by the City as part of their service on the Commission. The Commission is responsible for assisting in the administration of the City Zoning Ordinance and Land Development Ordinance and for reviewing site plans and landscape plans for commercial and industrial development.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form 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 3, 2010.** The City will contact you within two weeks of the application closing date.

If you have any questions, please call 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME Robert E. Napoli

ADDRESS 500 Charleston Close

Peachtree City, GA. 30269

TELEPHONE (Day Time) 770 631 7671

(Evening) Same

(Fax No:) _____

(Email:) renapoli@yahoo.com

Robert E. Napoli
Signature

08/12/11

Date

How long have you been a resident of Peachtree City? *10 years*

Why are you interested in serving on the Planning Commission? *yes*

What qualifications and experience do you possess that would benefit the Planning Commission?
Finance, Computer programming & analysis.

List major jobs you have held during your working career to include name of company and position. *Pan American Airways, Delta Airlines*
Avianocis, Instructor, simulator technician.

Do you have any past experience relating to City planning? If so, describe.

NO

Have you attended any Planning Commission meetings in the past year and, if so, how many?

NO

Are you willing to take continuing education classes?

Yes

Would there be any possible conflict of interest between your employment and you serving on the Planning Commission?

NO

Describe your current community involvement.

Volunteer Piedmont Fayette Hospital - Treasurer and Cant driver, Budget coordinator

AARP Taxaide District 4 coordinator

Served on the senior Adult Council,

Treasurer Preserve Home Owners Association,



430 Prime Point, Suite 103
Peachtree City, GA 30269
770.487.8041
adaily@historicalconcepts.com

PROFESSIONAL EXPERIENCE

Partner, 2001 to present
Associate, 1997-2001
HISTORICAL CONCEPTS
Peachtree City, Georgia

EDUCATION

Bachelor of Architecture
KANSAS STATE UNIVERSITY
Manhattan, Kansas

AFFILIATIONS

American Institute of Architects
Congress for the New Urbanism
Georgia Conservancy
The Georgia Trust

HISTORICAL CONCEPTS

ARCHITECTS, PLANNERS & PLACE-MAKERS

Aaron Daily, AIA, CNU-A *Partner*

Mr. Daily started his career with Historical Concepts in 1997 and was made a partner in 2001. As Partner, he oversees a wide variety of residential architecture, commercial/civic architecture and land planning projects. As head of a studio comprised of several Historical Concepts team members, Mr. Daily supervises the production of all deliverables, from initial conceptual renderings to construction documents. Mr. Daily also provides project management and construction phase services to ensure compliance with construction documents.

Mr. Daily is a registered architect in good standing with the National Council of Architectural Review Boards (NCARB) and a member of the American Institute of Architects (AIA). He is currently licensed to practice in Florida, Georgia and Virginia. In addition, Mr. Daily has achieved professional accreditation from the Congress for the New Urbanism. His work has been published in national magazines and has won several design awards.

Selected Projects

SUSTAINABLE VILLAGES

FAYETTEVILLE, GEORGIA

Master Planning, Character Sketches and Conceptual Architecture for 2,000 unincorporated acres of Fayette County, Georgia. Commissioned by the Fayette County Development Authority, a key objective of this study was to solicit input and gain consensus from multiple stakeholders for a sustainable development incorporating educational, commercial, residential and medical uses.

ATLANTA CHRISTIAN COLLEGE CAMPUS

PEACHTREE CITY, GEORGIA

Relocation Proposal, in collaboration with City of Peachtree City and Peachtree City Development Authority, to market a 22 acre site in the City's developing West Village to administrators seeking a new campus location. Study included campus master plan, phasing strategies, character sketches and conceptual design of key campus facilities.

FLORIDA STATE UNIVERSITY PRESIDENT'S HOUSE

TALLAHASSEE, FLORIDA

Master planning and architecture for a 13,500 square foot residence that serves as both the official residence of Florida State University's President and a facility for institutional functions and events.

RIVER DUNES

ORIENTAL, NORTH CAROLINA

Project management, planning and architecture for multiple projects at this 1,300 acre development in Oriental, North Carolina, including residential, commercial and civic structures for the community and its town center.

BAY CREEK

CAPE CHARLES, VIRGINIA

Design of a 45,000 s.f. Beach Club and Amenity complex on the Chesapeake Bay in Virginia with recreation, retail, office and dining facilities (estimated construction cost of \$13,000,000).

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager
Interim Community Services Director

FROM: Planning and Zoning Administrator *David*

DATE: September 9, 2011

SUBJECT: Request to change the name of an existing public street (Cooper Circle) to
SANY Boulevard
September 15, 2011 City Council Agenda

Recommendation:

That Council continue this item until the October 6 meeting.

Discussion:

At the September 1 City Council meeting, it was noted that one of the property owners currently addressed off of Cooper Circle had some concerns with the proposed street name change. SANY officials agreed to work with the property owner to try and resolve these issues. To date, those issues have not been resolved.

Staff is also researching the platted street name for Cooper Loop Road/ Cooper Circle and analyzing the addressing sequence off of this road to determine if addresses were assigned in error.

Budget impact:

There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *IN* *for JP*
Administrative Services Director *IN*

FROM: Municipal Court Solicitor *MEM*

DATE: September 9, 2011

SUBJECT: Ordinance Amendment – Pre-trial Intervention Program
September 15, 2011, City Council Meeting

Recommendation:

That Council adopt the ordinance amendment as submitted.

Discussion:

Peachtree City has offered a First Offender/Youthful Offender program in place for several years that allowed young offenders to complete a program and prevent a first offense from being added to their record. The purpose of the amendments (including the name change to Pre-trial Intervention Program) is to allow for a more inclusive program with regard to participants and offenses. Currently, the program is limited to individuals less than 21 years of age and generally only applied to minor in possession of alcohol offenses.

With the onset of the failing economy, there seems to be an increase in the number of more mature individuals being cited for theft by shoplifting (i.e. 52 year old recently arrested for stealing two energy drinks). Participation in our P.T.I. program would have prevented that offense from going on her criminal history.

Additionally, having a more unified process of disposing of such eligible cases is less taxing on the clerk of court.

Finally, an administrative fee has been added, which is authorized under State law.

Budget Impact:

This item should have a minor positive budgetary impact due to the imposition of the administrative fee.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR A PRE-TRIAL INTERVENTION PROGRAM IN MUNICIPAL COURT; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Chapter 46, Article II, Section 46-57 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 46-57. Pre-trial intervention program.

(a) A defendant may apply in writing before the commencement of trial for participation in the City's Pre-trial Intervention Program (herein referred to as PTI Program). Acceptance therein is in the Court's discretion and is based on but not limited to the following conditions:

Deleted: First/youthful offender treatment.

Deleted: any person under the age of 21 at the time the offense is committed may request in writing, at or before the time of trial, first/youthful offender treatment of his sentence on

(1) The defendant has no prior record for the same or similar offense(s).

(2) The defendant is willing to tender a guilty plea to the offense(s), pay a fine, and comply with all conditions recommended by the prosecutor imposed by the court.

Deleted: submit

(3) The defendant has never been sentenced under the city PTI Program or similar program.

Deleted: first/youthful offender ordinance.

(4) The defendant pays an administrative fee of \$50.00.

(b) Failure of the defendant to comply with conditions will result in adjudication and transmittal of the original sentence. Compliance with all conditions, however, will result in dismissal of the offense(s).

Deleted: imposition

Deleted: all charges against the defendant

(c) PTI consideration will not be granted for any offense requiring mandatory suspension of a driver's license pursuant to state law, code enforcement violations, furnishing alcohol to a minor, alcohol permit violations, state traffic offenses, or offenses for which the city does not have jurisdiction.

Deleted: First/youthful offender treatment

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 _____ 2011.

Don Haddix, Mayor

Attest: _____
City Clerk



Date: September 9th, 2011
To: City Council
From: Peachtree City CVB Board of Directors
Executive Director *NR*
RE: Approval of Memorandum of Agreement

Request:

The Peachtree City CVB Board of Directors is requesting approval for the City to submit a grant application for a GDEcD Tourism Product Development Grant in the amount of \$20,000.00 on behalf of the Peachtree City Convention and Visitors Bureau and for the Mayor to execute the Memorandum of Agreement.

Summary:

At the 9/1/11 City Council Meeting, the Peachtree City CVB received unanimous approval for their FY 2012 Proposed Budget which included a line item to purchase a Trolley for film and tourism related tours. The purchase of the Trolley was contingent upon the awarding of the GDEcD Tourism Product Development Grant.

The requirements for the GDEcD Tourism Product Development Grant state that the City must apply for the Grant and enter into a Memorandum of Agreement to award the funds to the CVB for the purchase of the trolley.

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT FOR SUBMITTAL OF GRANT APPLICATION

THIS AGREEMENT entered into this _____ day of _____, 2011 between THE CITY OF PEACHTREE CITY (hereinafter referred to as "City") and the PEACHTREE CITY CONVENTION AND VISITOR'S BUREAU, INC. (hereinafter referred to as "CVB").

WITNESSETH:

WHEREAS, the CVB is requesting that the City submit a grant application for a GDECD Tourism Product Development Grant in the amount of \$20,000.00; and

WHEREAS, if approved, the grant will be awarded to the CVB and such funds will be used for the purchase of a trolley car for the purpose of providing tours and tourism-related transportation within the City; and

WHEREAS, the CVB will provide matching funding for the grant application; and

WHEREAS, the City and the CVB desire to establish their respective rights, duties and obligations with respect to the grant application and, if approved, any assets acquired if such grant application is approved.

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the City and the CVB agree to enter into this Agreement regarding the GDECD Tourism Product Development Grant as follows:

- (1) The City will be the applicant on the GDECD Tourism Product Development Grant in the amount of \$20,000.00. The CVB shall be recipient of the grant if it is approved.
- (2) The CVB shall have all responsibility for applying for the grant, shall provide all matching funds necessary for the grant, and shall comply with all reporting requirements that apply with respect to the grant.
- (3) If the grant is awarded to the CVB, any funds received, along with any matching funds from the CVB, shall be used for the purchase of a trolley car. Such trolley car shall be used by the CVB for providing tours and tourism-related transportation within the City. The CVB shall be responsible for all maintenance and repairs of the trolley car.
- (4) If the grant is awarded and the CVB purchases in the trolley car, the CVB will acquire, pay for, and maintain vehicle indemnity insurance, including public

liability and property damage insurance, issued by a responsible company or companies, protecting the interests of both CVB and the City against liability for damage, personal injury or death caused by the vehicle or the operation of the vehicle to the extent of not less than \$1,000,000 per accident and not less than \$1,000,000 per person; and the sum of \$500,000 per accident against liability for damage to property caused by the operation of the trolley car, and the CVB agrees that the policy will include the City as a "named insured" and shall not be cancelled until after sixty (60) days written notice to the City of intention to cancel, and the CVB further agrees to furnish to the City prior, to the use or operation of such trolley car, a certificate of such insurance. Should any claim be made or any action be commenced against the City arising from any of the causes covered by the insurance referred to in this Paragraph, the City will promptly notify the CVB and the CVB will conduct the defense of any such claim or action at the CVB's expense, including all costs and attorneys' fees. In the event of the cancellation of any public liability and property damage insurance required under the terms of this Agreement, the use by the CVB of the vehicle(s) shall cease until all such insurance so cancelled has been renewed or replaced.

- (5) The CVB shall be responsible for hiring the necessary personnel to operate the trolley car.

This Agreement entered into as of the date first above-written.

CITY OF PEACHTREE CITY

PEACHTREE CITY CONVENTION AND
VISITORS BUREAU

BY: _____
Donnie O. Haddix, Mayor

BY: _____
Chairman
Peachtree City Convention
& Visitor's Bureau, Inc.

ATTEST:

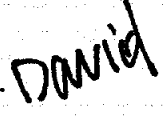
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Interim Community Services Director
Financial Services Director

FROM: Planning and Zoning Administrator 

DATE: September 9, 2011

SUBJECT: Consider approval of Memorandum of Understanding for SR 54 W
landscape enhancement project
September 15, 2011 City Council Agenda

Recommendation:

That Council authorize the Mayor and City Manager to sign the Memorandum of Understanding for the SR 54 W landscape enhancement project and authorize Staff to return this document to GDOT officials.

Discussion:

City Staff received notification from GA DOT that we were selected to receive funding for the SR 54 W landscape enhancement project in the amount of \$168,000. This project will allow us to landscape the medians and right-of-way of SR 54 W from the intersection of SR 74 to the city limits.

Budget impact:

The total project cost for Phase 4 of the GA 54 East landscape enhancement project is estimated to be \$200,000 with a required local match of 20% (\$32,000). It is our intent to develop the required submittal documents, including the landscape plan, in-house and document this time such that these funds can be used to offset the local share requirement.

Funding specific to this project has not been identified in future budgets, as it may be several years before all documentation is complete and the project is ready to put out to bid.

Attachments

TRANSPORTATION ENHANCEMENT MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GEORGIA DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF PEACHTREE CITY

The City of Peachtree City, hereinafter called the "SPONSOR", and the Georgia Department of Transportation, hereinafter called the "DEPARTMENT",

RELATIVE TO

The SPONSOR assuming responsibility for tasks associated with Preliminary Engineering for project number 0010614, hereinafter called the "PROJECT".

WHEREAS the PROJECT is a Transportation Enhancement (TE) approved for Federal-Aid funds with a required local match of at least 20% of the PROJECT's Total Cost; and

I. IT IS THE INTENTION OF THE PARTIES:

That the SPONSOR fund 100% of the Preliminary Engineering for the PROJECT; and that the DEPARTMENT may apply said expenditure toward the SPONSOR'S local match of the PROJECT'S Total Cost, subject to the DEPARTMENT and the Federal Highway Administration's approval.

II. IT IS AGREED:

- A. That the SPONSOR certifies that local funds have been budgeted to undertake Preliminary Engineering for the PROJECT; and that an accounting system has been established to track project-specific Preliminary Engineering expenditures.
- B. That prior to construction of the PROJECT, the SPONSOR will certify, to the DEPARTMENT, the amount of eligible expended funds allowable toward the PROJECT'S Total Local Match.
- C. That if the PROJECT includes structures such as bridges or retaining walls, the SPONSOR will be required to use consultants pre-qualified with the DEPARTMENT.

III. IT IS AGREED:

- A. That construction funding will be dependent upon the SPONSOR receiving historical/environmental clearances through the DEPARTMENT; certifying existing or acquired Right-of-Way to the DEPARTMENT; producing a complete set of biddable construction plans meeting appropriate safety, access, and design standards; and preparing and forwarding construction bid procedures and documents for the DEPARTMENT'S review.
- B. That nothing contained herein shall obligate the DEPARTMENT to proceed with subsequent stages of the PROJECT.
- C. That the SPONSOR'S expenditure prior to execution of an Agreement with the DEPARTMENT for construction of the PROJECT shall be at the sole cost and risk to the SPONSOR. Should the SPONSOR or the DEPARTMENT determine that for any reason the PROJECT is unable to enter subsequent stages, the DEPARTMENT is not responsible for reimbursement of local funds expended on the PROJECT.

IV. The SPONSOR shall be responsible for all costs for the continual maintenance and the continual operations of the project, including any and all sidewalks and the grass strip between the curb and gutter and the sidewalk, within the PROJECT limits.

V. The SPONSOR shall Certify that they have read and understand the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, AND FEDERAL AUDIT REQUIREMENTS" as stated in Attachment "A" of this AGREEMENT and will comply in full with said provisions. If the SPONSOR fails to comply, the DEPARTMENT reserves the right to require reimbursement for any and all project expenses.

VI. The SPONSOR shall accomplish all of the design activities for the PROJECT. The design activities shall be accomplished in accordance with the DEPARTMENT'S Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT'S Standard Specifications Construction of Transportation Systems, 2001 Edition, the DEPARTMENT'S Plan Presentation Guide, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The SPONSOR's responsibility for design shall include, but is not limited to the following items:

- a. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The SPONSOR shall submit to the

DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

b. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

c. Prepare the PROJECT's drainage design including erosion control plans and the development of the hydraulic studies for the Federal Emergency Management Agency Floodways and acquisition of all necessary permits associated with the drainage design.

d. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT guidelines.

e. Failure of the SPONSOR to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds in some or all of the categories outlined in this AGREEMENT, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

VII. All Primary Consultant firms hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes.

VIII. The PROJECT construction and right of way plans shall be prepared in English units.

IX. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the SPONSOR.

X. The SPONSOR shall be responsible for the design of all structure(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The SPONSOR shall perform all necessary survey efforts in order to complete the design of the structure (s) and prepare any required hydraulic and hydrological studies. The final structural plans shall be incorporated into this PROJECT as a part of this AGREEMENT.

XI. The SPONSOR shall follow the DEPARTMENT's procedures for identification of existing and proposed utility facilities on the PROJECT. These procedures, in part, require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENT's Project Liaison and the District Utilities Engineer.

XII. The SPONSOR shall address all railroad concerns, comments, and requirements to the satisfaction of the DEPARTMENT.

XIII. Upon the SPONSOR's determination of the rights of way required for the PROJECT and the approval of right of way plans by the DEPARTMENT, the necessary rights of way for the PROJECT shall be acquired by the SPONSOR. Right of Way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure of the SPONSOR to follow these requirements may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the SPONSOR to make up the loss of that funding. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to advertising the PROJECT for bids. The SPONSOR shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered. The SPONSOR shall be responsible for certifying the Right of Way.

XIV. Upon completion and approval of the PROJECT plans and bid documents, the Department will authorize the SPONSOR to advertise the project for bids. The SPONSOR shall be solely responsible for advertising and awarding the construction contract (subject to the Department's recommendation) for the PROJECT.

XV. The SPONSOR shall review and make recommendations concerning all shop drawings prior to submission to the DEPARTMENT. The DEPARTMENT shall have final authority concerning all shop drawings.

XVI. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors or deficiencies within 30 days shall cause the SPONSOR to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this AGREEMENT.

XVII. Both the SPONSOR and the DEPARTMENT hereby acknowledge that time is of the essence. The Sponsor shall have the project ready to bid within 30 months from the Date of the Notice to Proceed with Preliminary Engineering.

XVIII. This AGREEMENT is made and entered into in FULTON COUNTY, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

XIX. IT IS AGREED:

- A. That the SPONSOR as the sub-recipient of Federal financial assistance will submit a copy of audited financial statements within 30 days of publication (in compliance with OMB Circular A-133), for all fiscal periods in which the Federal sub-grant funds are expended. GDOT reserves the right to take administrative action if the SPONSOR is unresponsive.

Financial Statements will be submitted to:

A133Audits@dot.ga.gov

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

DEPARTMENT OF TRANSPORTATION

CITY OF PEACHTREE CITY

Commissioner (SEAL)

(Mayor)

ATTEST:

Witness

Treasurer

Signed, Sealed & Delivered

This ____ Day of _____,
20____,
in the presence of:

NOTARY PUBLIC

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employee Tax No.

ATTACHMENT A

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of Federal Procurement requirements shall be complied with throughout the contract period:

- (a) 49 CFR Part 18 Section 36
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – Procurement
- (b) 23 CFR 635 Subpart A – Contract Procedures

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 300,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 300,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the

location of and times during which the public may inspect the report.

- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. FEDERAL AUDIT REQUIREMENT

The provisions of OMB Circular A-133 issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 shall be complied with throughout the contract period in full such that:

- (a) Non-Federal entities that expend \$ 500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.
- (b) Non-Federal entities that expend less than \$ 500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- (c) Except for the provisions for biennial audits provided in paragraphs (1) and (2) below, audits required shall be performed annually. Any biennial audit shall cover both years within the biennial period.
 - (1) A State or local government that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. This requirement must still be in effect for the biennial period under audit.
 - (2) Any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.
- (d) The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards.

Date

Signature

City Council of Peachtree City
REVISED AGENDA
September 15, 2011
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
Police Department "Saved by the Belt" Award - Michelle Lewis
Presentation – Fayette County's Certified Literate Community Program
- IV. Citizen Comment**
- V. Agenda Changes**
- VI. Minutes**
September 1, 2011, Regular Meeting Minutes
- VII. Monthly Reports**
- VIII. Consent Agenda**
 - 1. Consider Alcohol License – NEW – Saville Studios, 104B Huddleston Road**
Applications for new alcohol licenses must be approved by City Council
 - 2. Consider Appointments to Planning Commission – Aaron Daily, Robert Napoli**
Selection Committee recommends appointment of Aaron Daily to a new term (October 1, 2011, through September 30, 2014) and Robert Napoli as the alternate
- IX. Old Agenda Items**
 - 09-11-03 Consider Request to Change Street Name (Cooper Circle to SANY Boulevard)**
Applicant desires to rename an existing City street
- X. New Agenda Items**
 - 09-11-08 Consider Amendment to Youthful Offender Ordinance**
Amendment allows for a more inclusive program as it relates to participants & offenses, streamlines disposition of cases under the program
 - 09-11-09 Consider Approval to Submit a Grant Application for GDECD Tourism Product Development Grant**
CVB requests approval to submit a grant application for the amount of \$20,000 and for the Mayor to execute the Memorandum of Agreement
 - 09-11-10 Consider MOU for SR 54 West Landscape Enhancement Project**
Memorandum of Understanding with GDOT for \$168,000 in funding with a required local match of 20% (\$32,000)
 - 09-11-11 Consider Bid Library Elevator Tower – Wall Crack and Repair**
Recommendation to award bid to United Restoration and Preservation (UR&P)
- XI. Council/Staff Topics**
 - Hot Topics Update**
 - Update - Alcohol Ordinance – Change in Serving Hours**
- XII. Executive Session**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Financial Services Director *P.S.*
Assistant Financial Services Director *J*
Purchasing Agent *me*
Public Services Director *DAB for me.*

FROM: City Engineer *David A. Brinkley*

DATE: September 12, 2011

SUBJECT: Library Elevator Tower – Wall crack and repair
September 15, City Council Meeting

Recommendation:

Staff recommends that City Council award the repair of the library elevator tower wall crack for the not to exceed amount of \$49,500 for Alternate 1.

Discussion:

The library was expanded and renovated in 1995 by Conmac Corporation. The elevator tower walls were among the walls built in 1995. Deficiencies in the construction of the walls built in 1995 were first discovered during the 2005 library expansion and renovation. The deficiencies noted in 2005 were that the walls did not have any brick ties to hold the brick veneer to the wall. Therefore all the walls around the library built in 1995 were rebuilt during the 2005 renovation and expansion.

However staff could not find any supporting documentation that the three walls around the elevator tower were ever evaluated and deemed safe. The wall crack that was discovered in 2011 and the subsequent destructive testing and structural report (Attachment 1) lead us to the conclusion that the walls are not safe and need to be repaired and attached to the structural steel frame.

Since the original construction took place so long ago, the City Attorney has advised that the statute of limitations has run out and the cost of the repairs would be the City's responsibility. Therefore the City solicited bids on August 5, 2011. A mandatory pre-bid meeting was held on August 18, 2011, and was attended by ten companies. Bids were opened on September 8, 2011, and the results are as follows.

<u>COMPANY</u>	<u>ALTERNATE 1 (Primer)</u>	<u>ALTERNATE 2 (w/o Primer)</u>
United Restoration & Pres.	\$49,500.00	\$47,000.00
South Tree Enterprises	\$59,779.52	\$58,541.32
JJ Morley Enterprises	\$72,450.00	\$70,360.00
Lefko Group	\$73,055.00	\$72,055.00
Southern Preservation Systems	\$76,874.00	\$76,481.00
Metro Water Proofing	\$85,699.00	\$84,432.00
Engineered Restorations	\$96,388.00	\$94,088.00
Beatty Construction	\$111,260.00	\$110,160.00
Tomco Construction	\$131,000.00	\$129,500.00

Staff is recommending that City Council award the project to United Restoration and Preservation (UR&P) as the lowest responsive bidder. The City has not worked with UR&P previously; however, the company has submitted all the required paperwork, has demonstrated adequate experience and has glowing references.

Should testing show that primer would not be needed on the exterior walls, the project would then only cost \$47,000 under Alternate 2. Staff would process a change order to represent this deduction.

Budget Impact:

The \$49,500 for this project would come from City Reserves.

Attachments

Structural Engineer Report
Bid Tender Form



July 21, 2011

Mr. David Borkowski
City of Peachtree City
153 Willowbend Drive
Peachtree City, Georgia 30269

Project: Peachtree City Library
Stair Tower Veneer Cracks
Project No. 2011.2255.02

Dear Mr. Borkowski,

As requested, United Consulting has been investigating cracks in the veneer at the Library Stair Tower. Our investigation including visual inspection of the veneer and the backup where your contractor removed the veneer, review of the building drawings, and using Ground Penetrating Radar (GPR) to scan the walls for reinforcing steel.

Initial Visual Inspection

On April 5, 2011 United Consulting visited the Library to look at the cracks. The primary crack is at the northwest corner of the stair tower and runs vertically from the top for about two-thirds of the wall height. The crack is about one inch wide at the top and progressively narrows. Cracks were noted at the top on the southwest corner and near the bottom at the southeast corner. See the attached photographs.

Drawing Review

United Consulting reviewed the project drawings to determine how the stair tower structure and walls were designed to be constructed. The stair tower has three exterior walls of interest. The wall running from northwest to southwest has steel tube columns at the two corners and right of the entrance door. This wall has a steel tube header beam over the door, a steel tube beam at the top of the wall, a steel tube beam about two feet down from the top, and a steel tube beam at the second floor level. The wall running from southwest to southeast has steel tube columns only at the two corners. Per the drawings, there is a steel tube beam at the top of the wall and at the second floor level. The wall running from southeast to northeast has steel tube columns only at the two corners. Per the drawings, there is a steel tube beam at the top of the wall and at the second floor level.

The drawings show eight-inch thick concrete block walls in line with the steel columns and beams, and 4-inch thick concrete block veneer outside the 8-inch walls. The drawings show steel straps welded to the columns and beams and embedded in the mortar joints of the 8-inch

concrete block. At columns strap ties are called out for each course. At beams spacing is called out as 16 inches on center.

The drawings do not show reinforcing steel in the 8-inch concrete block walls, either vertically or horizontally. The specifications do have a section covering wall reinforcing, but the specifications do not specify at what walls they apply.

Additional Inspections

The city's masonry contractor removed a section of veneer and on May 31, 2011 United Consulting visited the Library to check the area. We were specifically looking to see if the veneer was tied to the concrete block backup with masonry ties or some other method. No method of attachment was visible in the exposed area or as far as we could see in the cavity between the concrete block and veneer.

On June 10, 2011 the city's masonry contractor removed more veneer and dug out mortar adjacent to the steel columns to determine if steel straps were installed, and dug out between courses to determine if horizontal joint reinforcing was installed. No straps or reinforcing were found. On the same day United Consulting used GPR to scan the walls for steel reinforcing. The three walls were each scanned horizontally at three elevations. Occasionally the scans revealed what appeared to be metal in the wall, but the metal was not found to continue vertically, so it could not be interpreted as vertical reinforcing steel in the concrete block backup.

We scanned vertically on the walls looking for horizontal joint reinforcing. Occasionally, we found what we interpret to be horizontal steel bars about 2 inches inside the wall at mortar joints. These appear to be a single small diameter (1/4" to 3/16") steel rods. The vertical spacing between these rods varied from 16 to 48 inches. A steel rod at this depth was exposed when the veneer was removed, and can be seen in Photograph No. 10.

We also scanned the wall horizontally below the exposed steel beams looking for the steel straps but did not find them.

We noted that Elevation 3 on Architectural drawing A-9, the entrance door elevation, shows two vertical control joints in the masonry. There are no joints in the wall.

Evaluation

Three problems were discovered that are related to the veneer cracks. The lack of ties between the veneer and concrete block backup; the apparent lack of a connection other than friction between the 8" concrete block wall and the steel columns and beams; and the lack of control joints in the veneer. The last two of these are definitely shown on the drawings. The first is not clearly shown on the drawings, but is a standard practice.

In our opinion, steps should be taken to tie the veneer to the concrete block wall, and to connect the concrete block wall to the steel columns and beams.

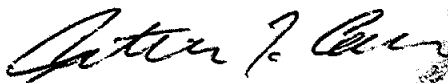
The lack of reinforcing steel in the concrete block wall is a concern. The International Building Code provides empirical design limits for unbraced length of masonry walls. The limit is 18 times the nominal wall thickness. If the veneer is connected to the concrete block backup, then the nominal thickness would be 12 inches, and the unbraced length would be 18 feet. Both the entrance door wall and the wall parallel to it would have horizontal spans less than 18 feet and meet code requirements. The third wall, parallel to the driveway, has a clear span between columns of 20 feet, but has a clear span between the second floor beam and top floor beam of less than 16 feet. Therefore, the concrete block spans are within empirical limits of the Building Code.

The concrete block walls could be connected to the steel columns and beams using steel plates fastened to the column or beam with powder-driven fasteners and toggle bolted or expansion bolted to the concrete block. This could be done on the inside face, requiring partial removal and replacement of drywall and rigid insulation. The veneer can be attached to the concrete block wall with special connectors made for this purpose, such as Dur-O-Wal DA5100, Heckmann Building Products No. 391, Hohmann & Barnard Helix Spiro-Ties, or Torq-Lok 510 Series.

After you have reviewed this we can discuss how you would like to proceed. We can then prepare details for connecting the concrete block to the steel frame and the veneer to the concrete block.

Sincerely,

UNITED CONSULTING



Patrick J. Carr, P.E.
Senior Engineer

attachments

h:\struct\govern\peachtree city\library.doc



Chris L. Roberds, P.G.
Senior Executive Vice President



SUBJECT PHOTOGRAPHS

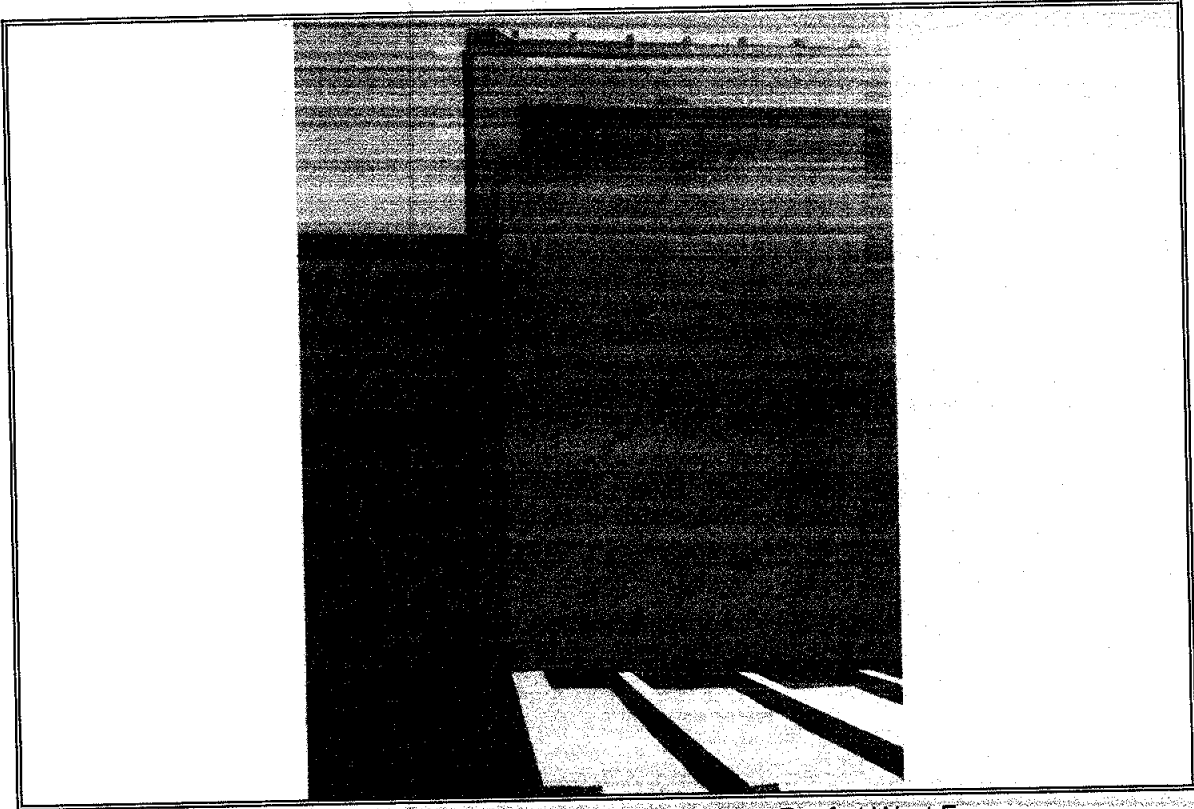


Photo # 1

Vertical Crack Above Entrance Roof at West Face

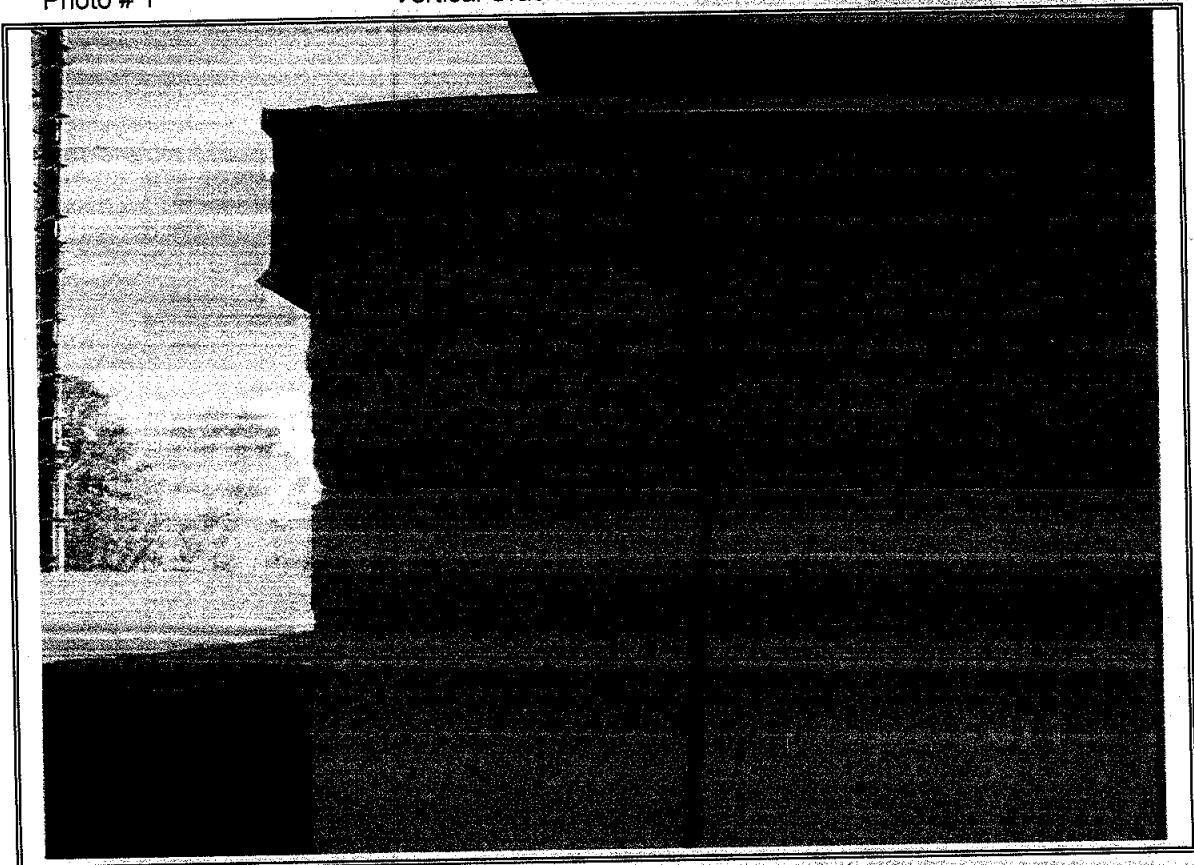


Photo # 2

Close Up of Vertical Crack at Top of West Face Wall

SUBJECT PHOTOGRAPHS



Photo # 3

Crack at Top of Wall

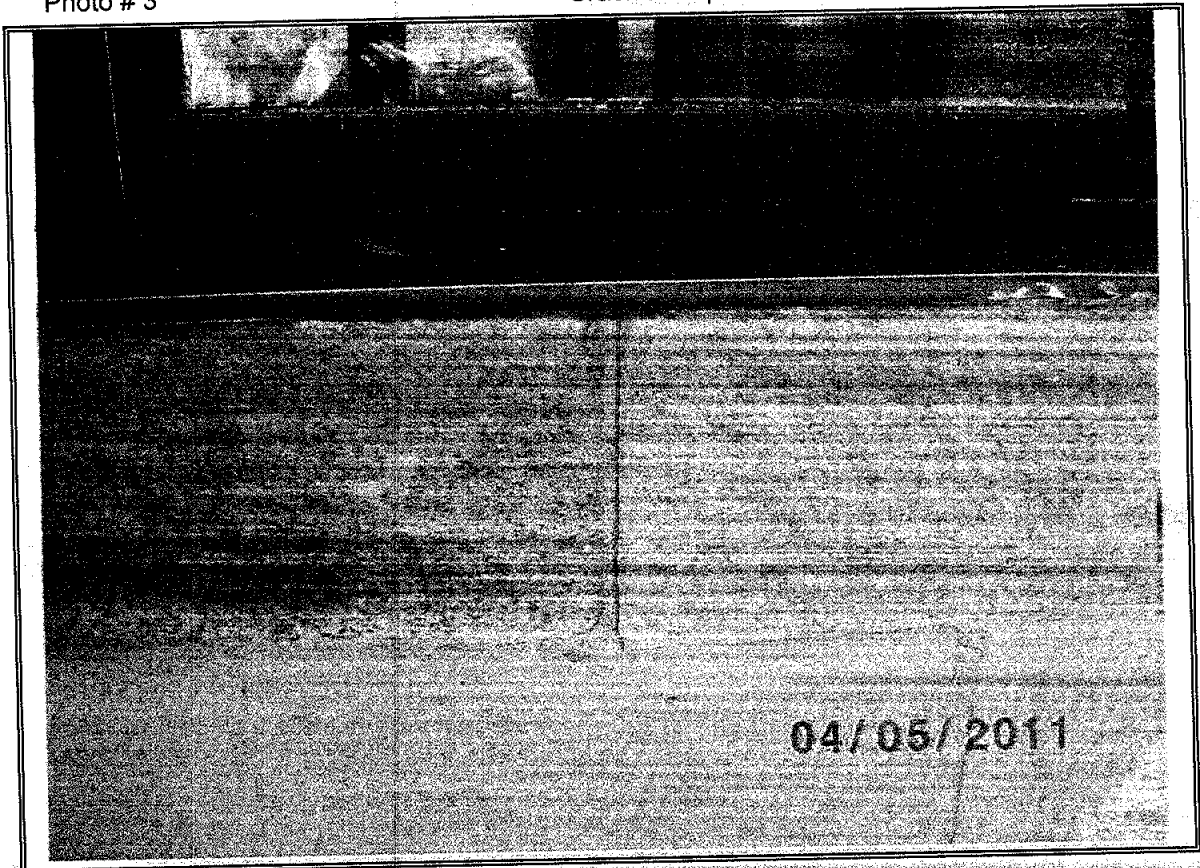


Photo # 4

Crack at Top of Wall

SUBJECT PHOTOGRAPHS

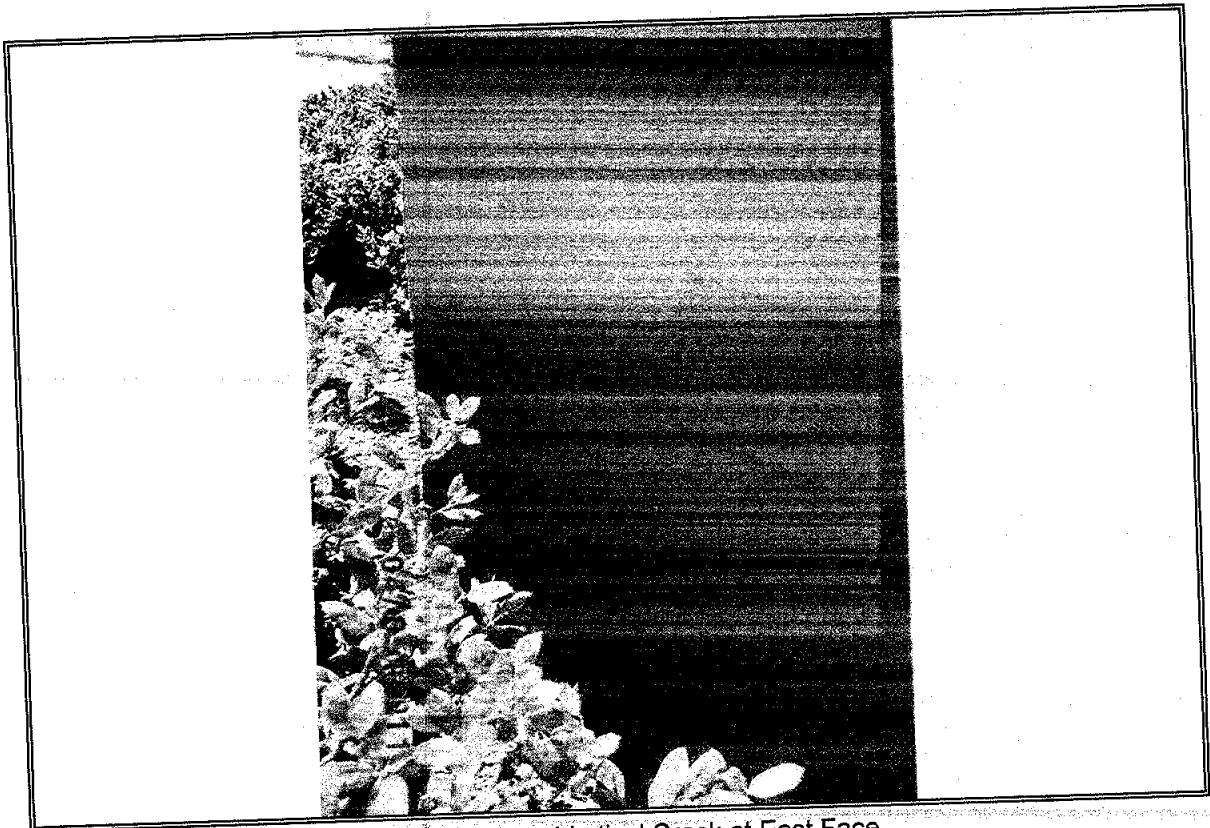


Photo # 5

Vertical Crack at East Face

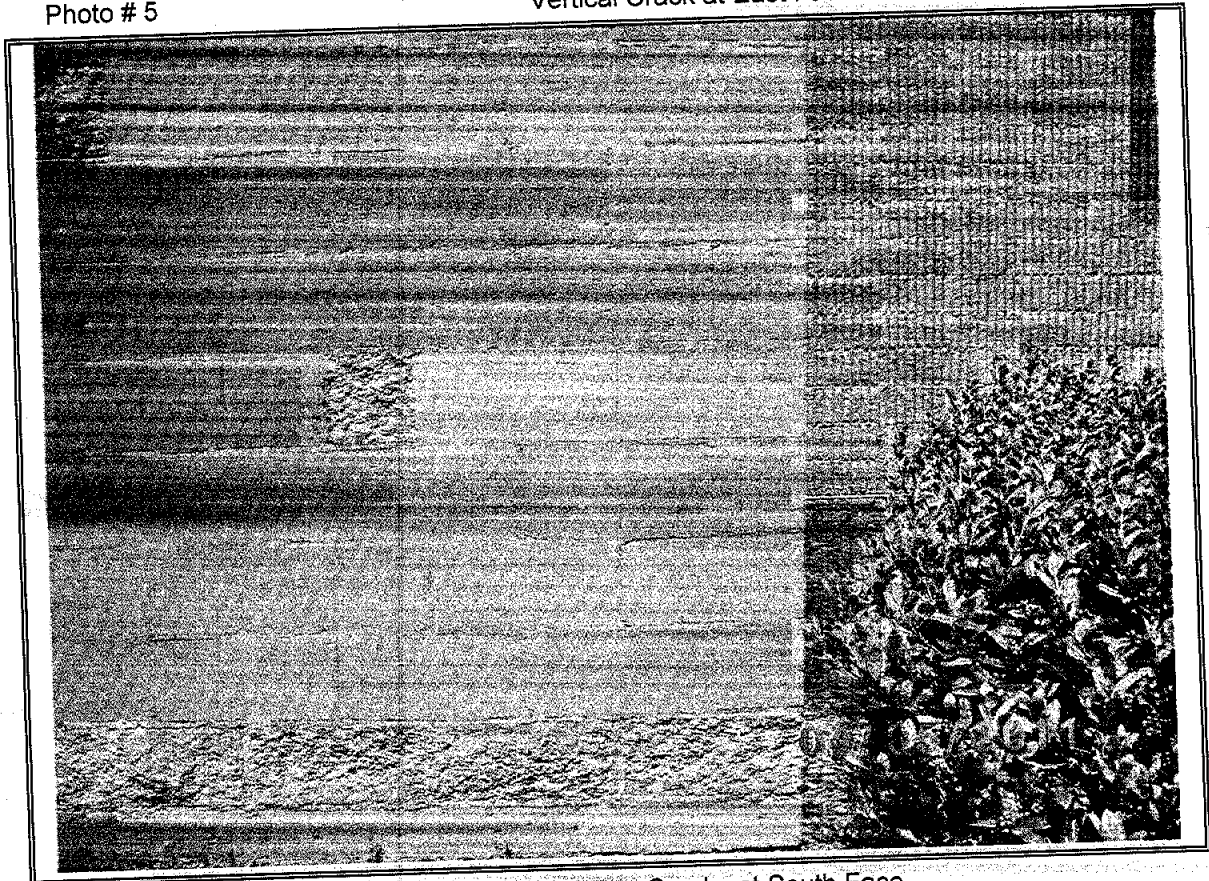


Photo # 6

Stairstep Cracks at South Face

SUBJECT PHOTOGRAPHS

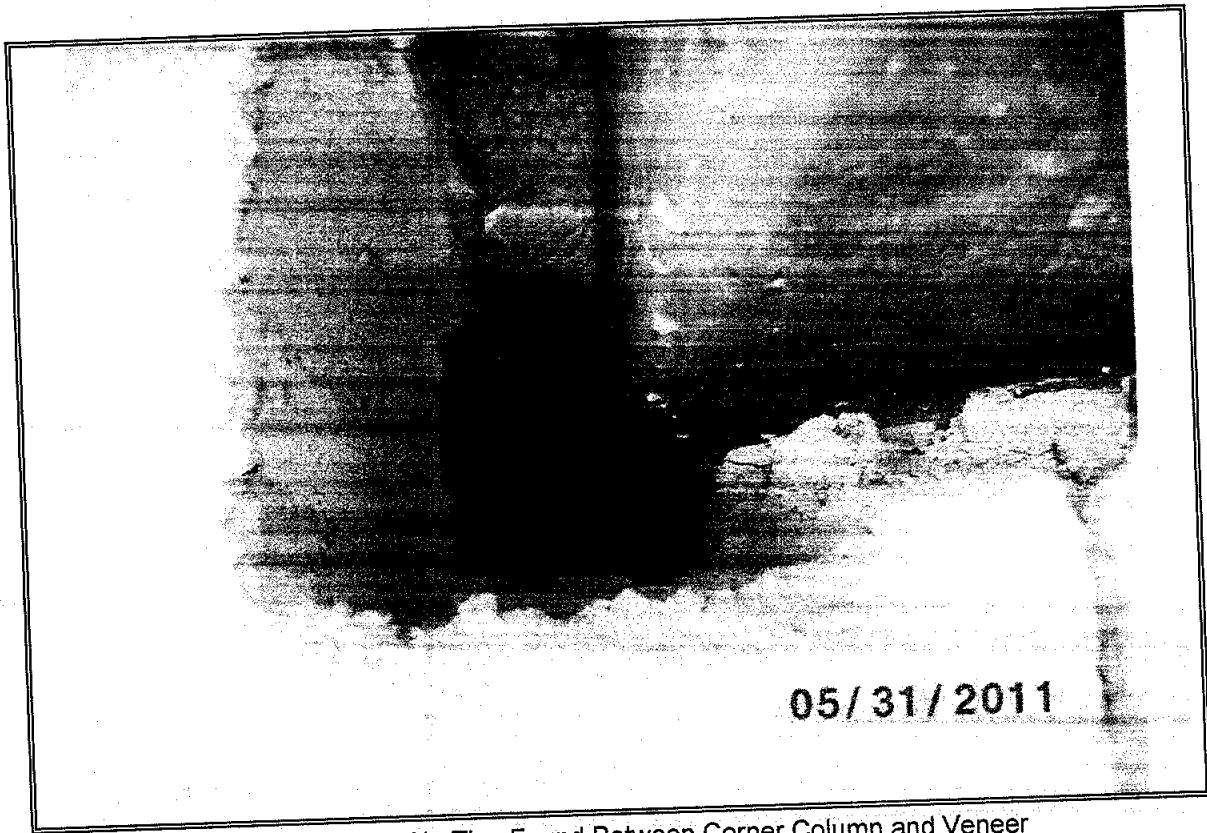


Photo # 7

No Ties Found Between Corner Column and Veneer



Photo # 8

No Veneer Ties Found

SUBJECT PHOTOGRAPHS

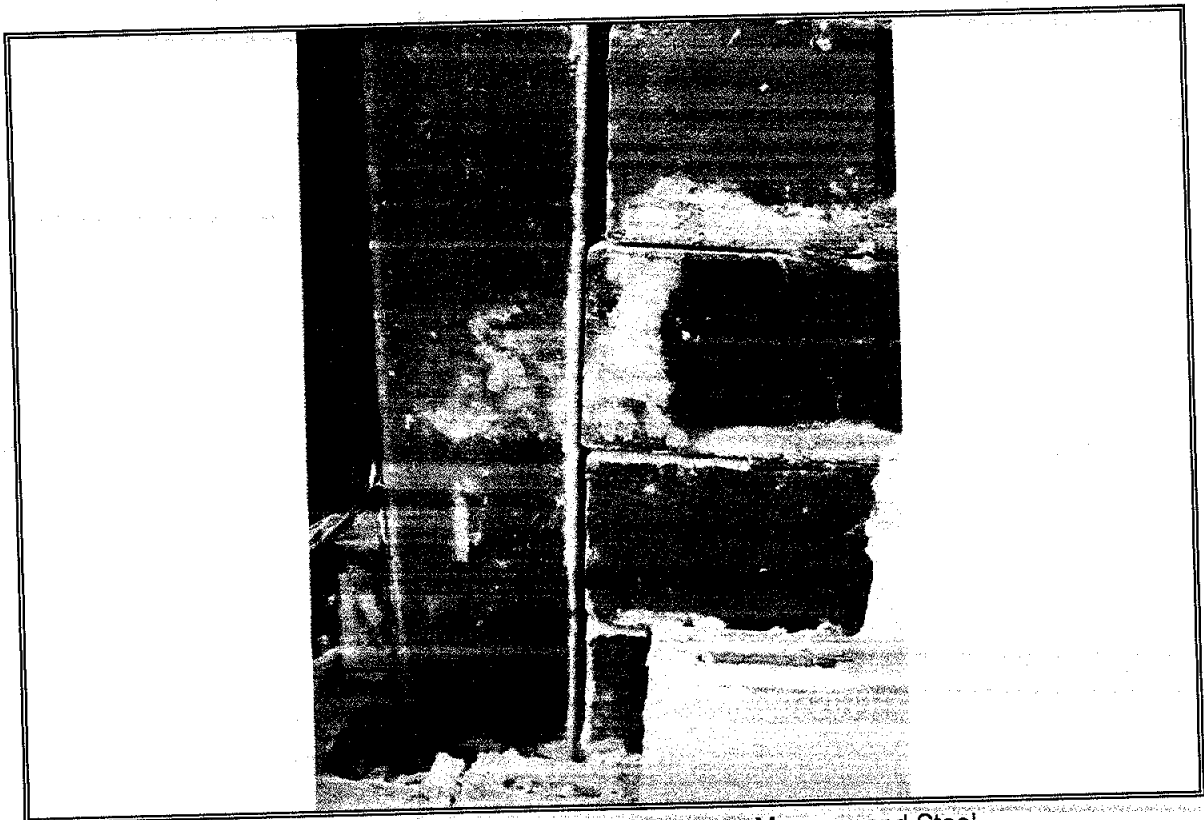


Photo # 9

No Ties Found Between Masonry and Steel



Photo # 10

Note Wire at Mid-depth of Veneer

SUBJECT PHOTOGRAPHS

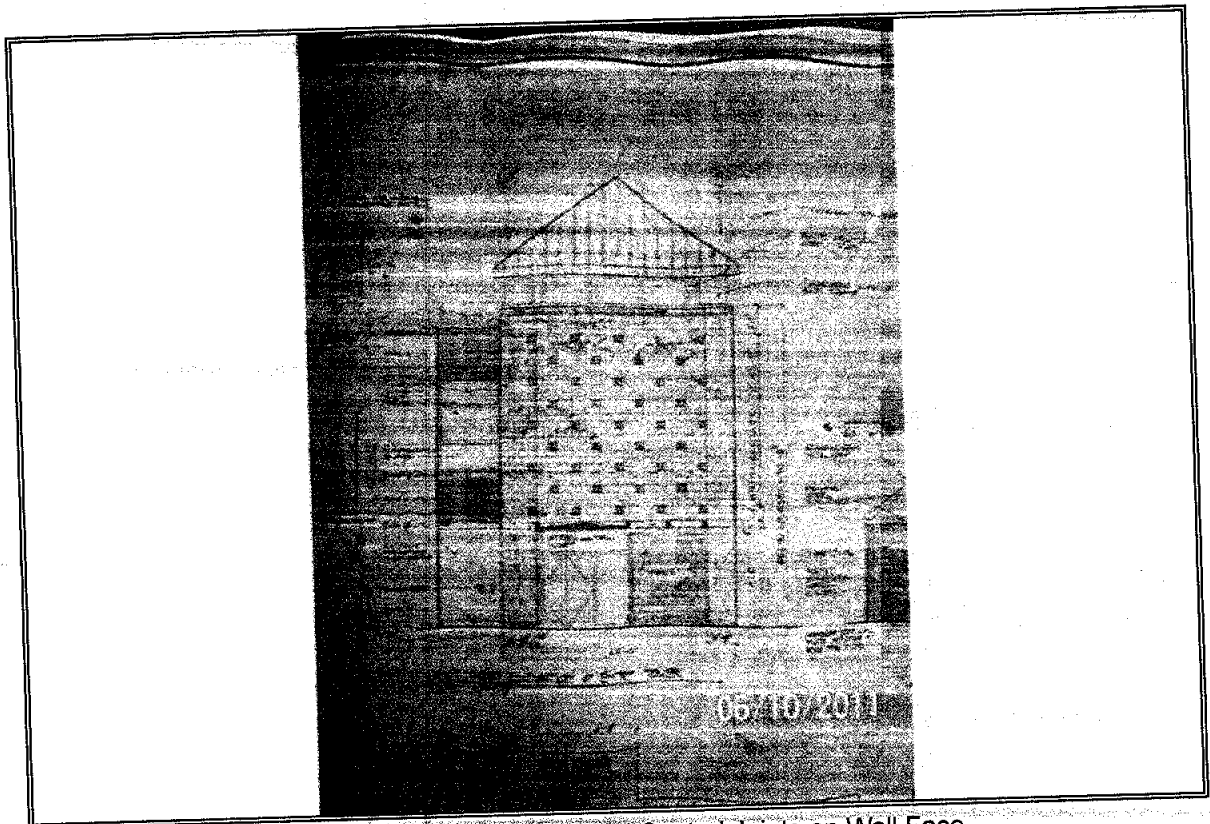


Photo # 11

Note Vertical Control Joints on Wall Face

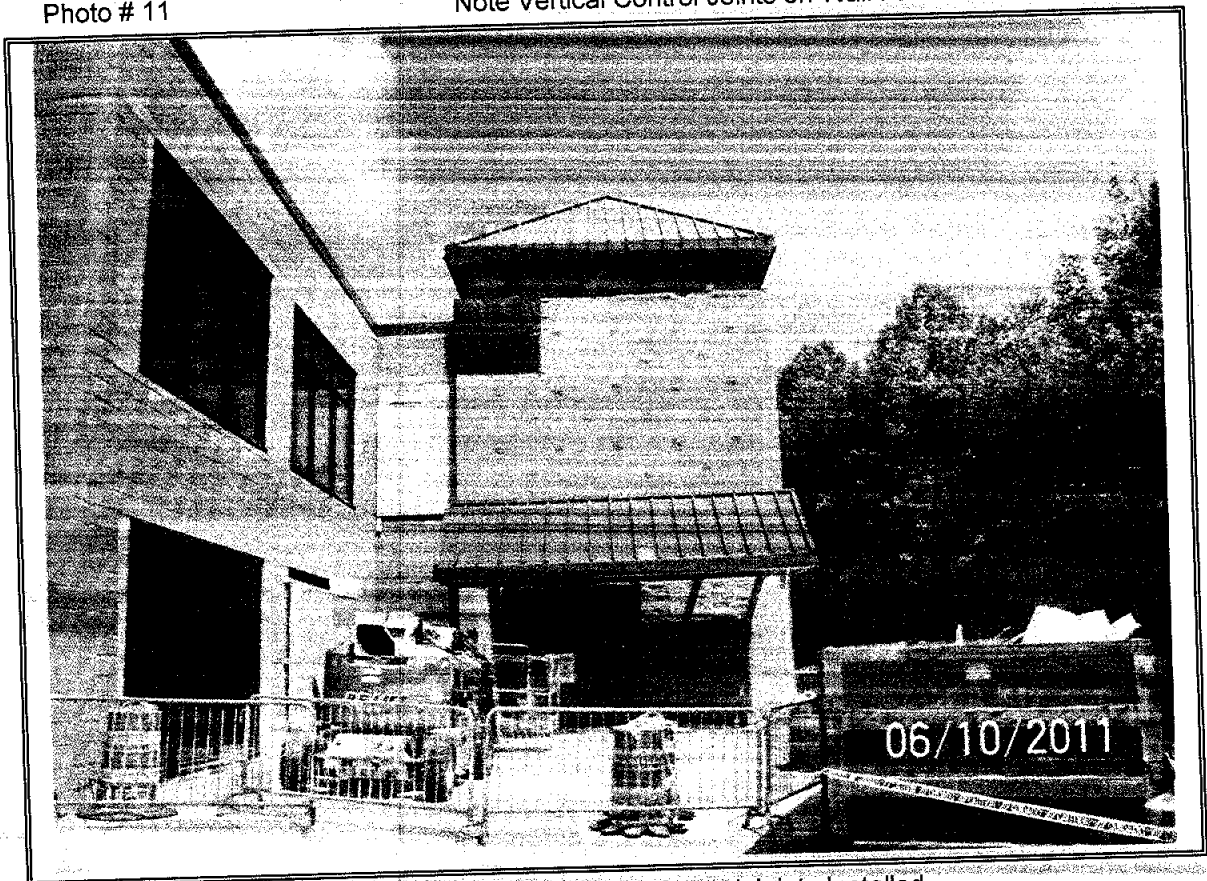


Photo # 12

No Vertical Control Joints Installed

SECTION 00300
CITY OF PEACHTREE CITY
BID/TENDER FORM

*** REVISED – addendum #2 ***

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

Bidder's Name and Address:
UNITED RESTORATION AND PRESERVATION
520 MARKSHEN CT.
FAYETTEVILLE, GA 30214

Due Date: Sept. 8th, 2011

Ladies and Gentlemen:

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

LIBRARY STAIR TOWER VENEER REMEDIATION

Including Addenda, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the places where the work is to be completed, and having fully inspected the site and all particulars, hereby proposes and agrees to fully perform the work within 30 calendar days and in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for:

everything specified in the original bid document, any addenda as well as the application of primer plus two coats of THOROCOAT®

\$ 49,500.00 hereinafter referred to as the Lump Sum Bid Option 1

everything specified in the original bid document, any addenda as well as the application of two coats of THOROCOAT®, no primer

\$ 47,000.00 hereinafter referred to as the Lump Sum Bid Option 2

(This is a lump sum bid.)

2. The undersigned has checked all of the above figures, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.
3. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.
4. The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the Bid's conditions and provisions thereof.
5. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this bid or the Contract that any be entered into as a result of this Bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.
6. It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.
7. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

8. The Owner will not be bound to enter into a Construction Agreement with the low bidder unless a mutually acceptable construction cost is reached.

9. The undersigned agrees to commence actual physical work on the site with adequate force and equipment within ten (10) days of the date to be specified in a written order of the Owner and to complete fully all work in consecutive calendar days from the included said date.

10. For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of ninety (90) days following such time.

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

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

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

JASON JAILLET- PRESIDENT

J. KENT TALLEY- CFO

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

Addendum No. <u>1</u>	dated <u>8-17-11</u>
Addendum No. <u>2</u>	dated <u>8-23-11</u>
Addendum No. <u>3</u>	dated <u>8-25-11</u>
Addendum No. <u>4</u>	dated <u>8-30-11</u>
Addendum No.	dated _____
Addendum No.	dated _____

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

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

Within ten (10) calendar days from date of notification of acceptance by the City, the Contractor, as principal, and _____, a surety company qualified to do business in Georgia, as surety, shall furnish to the City a Performance Bond in the amount \$ 100% of BID and Payment Bond in the amount of \$ 110% of BID for the use of all persons doing work or furnishing skills, tools, machinery or materials under or for the purpose of this Contract, in accordance with the provisions in Section 13-10-1 of the Ann. 36-82-101 Code of the State of Georgia, as amended, where applicable. The life of these bonds shall extend through the life of this Contract including a ninety (90) day maintenance period and a twelve (12) month guarantee period after completion of work performed under this Contract.

The Contractor agrees to maintain said project for a period of ninety (90) days after their completion and does hereby warrant and guarantee said project against all defects for a period of twelve (12) months after their completion.

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

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

It is further agreed between the parties hereto that if at any time after the execution of this agreement, surety bond and payment bond, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall furnish at his expense, within five (5) days after the receipt of notice from the City so to do, additional bonds in such form and amount and with such surety or sureties, as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance and payment of the work shall be furnished in manner and form satisfactory to the City.

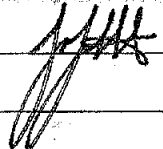
This Contract, executed in triplicate, constitutes the entire agreement between the parties, and no part of this Contract shall be assigned, sold or sublet by the Contractor without the prior written approval of the City.

RESPECTFULLY SUBMITTED:

Date of Bid SEPT. 8TH, 2011

Firm Name UNITED RESTORATION AND PRESERVATION

Business Address 540 HARKSHEN CT. FAYETTEVILLE GA 30214

Submitted by JASON JAILLET 

Telephone 770 460 9606 Fax 770 460 9049

SECTION 00500

CITY OF PEACHTREE CITY

QUESTIONNAIRE SHEET

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?

5 YEARS

2. What is the last project of this nature that you have completed? Give project name and describe the scope of the project, contact person, address and telephone number.

PLEASE SEE "ATTACHMENT A"

3. Have you ever failed to complete work awarded to you: if so, where and why?

NO

4. The following are named as **THREE** relevant municipalities, counties, cities, corporations or individuals for which you have completed sewer projects in the last five (5) years: (Give company name, contact person, address, telephone number and the project name)

PLEASE SEE "ATTACHMENT B"

(use additional pages as needed)

5. Have you personally inspected the proposed work and have you a complete plan for its performance?

YES

6. Will you sublet any part of this work? If so, specify all possible contractors, giving business name, phone, contact and type of work:

NO

(continue)

(use additional pages as needed)

7. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

UNITED RESTORATION AND PRESERVATION, INC.

Correct Name of Bidder

- (a) The business is a (Proprietorship) (Partnership) (Corporation).

- (b) The address of principal place of business is:

520 MARKSMEN CT.

FAYETTEVILLE, GA 30214

- (c) The telephone number and facsimile number are:

(T) 770-460-9606

(F) 770-460-9049

- (d) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

JASON P. JAILLET

Name

CEO

Title

JAMES K. TALLEY

Name

CFO / SECRETARY

Title

Name

Title

Bidder

- (e) The name(s) of the agent of the corporation registered with the Secretary of State and address:

GRECO J. GRECO II

Name

Title

60 B EASTBROOK BEND PEACHTREE CITY, GA 30269

Address

END OF SECTION



UNITED
RESTORATION & PRESERVATION, INC.

ATTACHMENT A

Project Name:	THE BLUE STONE LOFTS
Location:	Sandy Springs, GA
Job Value:	\$ 120,163.00
Completed:	August 2011

GENERAL DESCRIPTION OF PROJECT

Removal of an Existing Brick Clad Wall to expose the backup and current deficient waterproofing. Installation of a new sheet membrane waterproofing system and installation of new through wall flashing, and expansion and control joints. Upon completion of the installation of the waterproofing, the brick wall was reinstalled to match original aesthetics.

CONTACT INFORMATION

Owner: Blue Stone Homeowners Association
Contact Name: Mr. Richard Harber
Contact Telephone #: 404.303.0330 **

9/9 11:43 left message

** please note that the phone
Blue Stone Lofts

located at the

Project References



UNITED
RESTORATION & PRE

9/9 11:51 voice mail

Project Name:	ACADE
Location:	Atlanta,
Job Value:	\$ 140,8
Completed:	August

GENERAL DESCRIPTION

Complete historic limestone, stu
elevations of the Historic Building. Misc sealants, tuckpointing, waterproofing completed.

CONTACT INFORMATION

General Contractor:	Chris R. Sheridan & Co.
Contact Name:	Mr. Harvey M. Nesmith
Contact Telephone #:	478.743.1578

9/9 11:55 voicemail

Project Name:	WARDLAW CENT
Location:	Atlanta, GA
Job Value:	\$ 427,978.00
Completed:	August 2011

GENERAL DESCRIPTION OF PROJE

Plaza Deck Waterproofing, Including remova
waterproofing system. Façade renovations in
façade.

CONTACT INFORMATION

Owner:	Georgia Institute of Technology
Contact Name:	Mr. James Hummel
Contact Telephone #:	404.894.6063

Project Name:	PHIPPS PLAZA (SHOPPING CENTER)
Location:	Atlanta, GA
Job Value:	\$ 253,938.00
Completed:	December 2009

GENERAL DESCRIPTION OF PROJECT

Parking Garage Restoration Including, expansion joint restoration, structural steel installation, fireproofing, sealants, and coatings.

CONTACT INFORMATION

Owner: Simon Property Group
 Contact Name: Mr. Dewayne Herbert
 Contact Telephone #: 404.261.7910

9/9 11:58
 other jobs in past, also currently
 working on one
 good job, repeat
 Wes Gillette is great!
 always prepared.
 Sub out work ?? ASK!
 no issues great job
 Budget? for the most part
 (only unforeseen)

few if any Δ orders
 can Δ scope to reduce...
 timely? yes.
 knowledgeable
 Rely on them to be the
 expert.
 Confident in approach. Have
 resources.

Project References

Revised 08-01-2011

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with § O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation ("Contractor") which is engaged in the physical performance of services on behalf of the City of Peachtree City has registered with, is authorized to use and uses federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in § O.C.G.A. 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by § O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

219672
Federal Work Authorization User Identification Number

6.9.09
Date of Authorization

UNITED RESTORATION AND PRESERVATION, INC.
Company Name / Contractor Name

LIBRARY STAIR TOWER REMEDIATION
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on SEPTEMBER 8TH 20 11 in FAYETTEVILLE
(City)

GA
(State)

[Signature]
BY: Signature of Authorized Officer or Agent

WESLEY JAILLET OPERATIONS MANAGER
Printed Name and Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

8TH DAY OF SEPTEMBER, 20 11

James Kent Talley
Notary Public JAMES KENT TALLEY
My Commission Expires: 6-27-2015

