City Council of Peachtree City
Agenda
September 5, 2013
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Proclamation for National Payroll Week
Recognize David Winkles – 15 Years of Service
Police Department Promotion – Ken Ralls
FCDA Update – Matt Forshee & Emily Poole

IV. Ten-Minute Talk – Great Georgia Airshow

V. Public Comment

VI. Agenda Changes

VII. Minutes
August 15, 2013, Regular Meeting Minutes

VIII. Consent Agenda
1. Consider Alcohol License – NEW – The Wing Shack, 118 Huddleston Road
2. Consider Alcohol License – NEW – Brixx Pizza, 300 City Circle, Suite 1520
3. Consider Approval of Easement – Eargle Tract, 308 Preston Chase
4. Consider Approval of Easement – Faiyaz Tract, 501 SR 74 North
5. Consider Approval of MOU with Fayetteville Police Department – Special Response Team

IX. Old Agenda Items
09-12-06 Facilities Bond Projects Status Report/Update

X. New Agenda Items
09-13-01 Consider Alcohol License – NEW – Great Georgia Airshow
09-13-02 Consider Approval of FY 2014 Peachtree City CVB Budget

XI. Council/Staff Topics
Hot Topics Update
Update on Lake Peachtree Dredging Project

XII. Executive Session

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

City Council of Peachtree City
Meeting Minutes
August 15, 2013
7:00 p.m.

The Mayor and City Council of the City of Peachtree City met in regular session on Thursday, August 15, 2013. Mayor Haddix called the meeting to order at 7:00 p.m. Other Council Members in attendance: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

Announcements, Awards, Special Recognition

Mitch Harbeson, *Drop Dead Diva*

Mitch Harbeson, of Lifetime's television series, *Drop Dead Diva*, presented Council with a framed poster from the show, autographed by Brooke Elliot, star of the series. He thanked Council for making them feel welcome, saying they hoped to be back in January for a sixth season. The show began production in the City in 2008, with $110 million in economic impact.

Haddix reported that the missing petroglyph had been returned to Line Creek Nature Area that day. He thanked Public Services Director Mark Caspar and his team for putting the rock back where it belonged.

Ten-Minute Talk

Parrish Underwood, Executive Director – Fayette Family YMCA

Underwood, executive director for the Summit Family YMCA in Coweta County and the Fayette Outdoor YMCA, said the YMCA was beginning renewal efforts in this area. He noted the Fayette facility on Huiet Road became a seasonal facility in 2009, focusing primarily on day camp in the summer, due to the economic downturn. That was the best decision based on the information they had, but one of the consequences of moving to a seasonal operation was that people lost touch. Underwood said there was something special on that 28-acre tract of land, and the YMCA staff wanted to bring the spirit, energy, and magic back. They wanted to under-promise and over-deliver. The plan was to get the name back in the public eye and increase community engagement. The three core elements of the YMCA were youth development, healthy living, and social responsibility, which were used as a filter for all its programs. They were looking at preschool sports programs. There were indoor and covered facilities that would be great for low impact exercise classes, as well as using the camp for activities when school was out for holidays. He extended an invitation for people to come by and check out the camp.

Minutes

August 1, 2013, Regular Meeting Minutes

Learnard moved to approve the August 1, 2013, regular meeting minutes as written. Fleisch seconded. Motion carried unanimously.

Monthly Reports

Haddix noted there were additional documents on the dais – the Admin Services, Building, and Finance reports. There were no other comments.

Consent Agenda

1. **Consider Surplus of Vehicles and Lease of Vehicle to KPTCB**
2. **Consider Elimination/Replacement of One Position in Public Works**
3. **Consider Revision to Fayette County's Hazard Mitigation Plan**
4. **Consider MOA with West Georgia Technical College**
5. **Consider Ratification of Hotel/Motel Tax Distribution Agreement with CVB**
6. ~~**Consider Amended Agreement with CVB Director Nancy Price**~~
7. **Consider Stormwater & Irrigation Maintenance Agreement – RaceTrac**
8. ~~**Consider Job Creation Grant Application**~~

Consent Agenda items 6 and 8 were withdrawn. Haddix noted documents for Consent Agenda item 7 were on the dais – the staff memo and agreement.

Imker moved to bring the Consent Agenda items out for individual discussion. Learnard seconded. Motion carried unanimously.

1. **Consider Surplus of Vehicles and Lease of Vehicle to KPTCB**

Imker said vehicle usage had been an issue, and this agenda item demonstrated what the City was doing with older vehicles. Public Services Director Mark Caspar said the truck the City would lease to Keep Peachtree City Beautiful (KPTCB) was being replaced by a leased vehicle. Caspar added that KPTCB was also leasing a police car that had been taken out of service. The organization paid the City a lease fee and maintained the vehicles. The City could no longer use the vehicles, and KPTCB put the vehicles to good use.

Al Yougel, KPTCB director, said KPTCB had a truck and a car. The car needed extensive work, so it was time to get rid of it. The truck referenced in the agenda item had an extended cab, which would allow them to carry more Community Service workers at a time. Yougel said the vehicles were used constantly. Imker added that KPTCB paid a fee to lease the vehicles. It was a win-win for the City and KPTCB.

Imker moved to approve the surplus of vehicles and lease of vehicle to KPTCB. Fleisch seconded. Motion carried unanimously.

2. **Consider Elimination/Replacement of One Position in Public Works**

Caspar said the position was currently the Stormwater Project Manager position, and staff wanted to replace the position with a Stormwater Manager position. The Stormwater Project Manager position had not been created as a supervisory position. The employees on the Stormwater crew continued to report to the Streets Supervisor.

Public Works and the Stormwater Utility merged paving crews earlier in the year. When that was done, one of the crew supervisor positions was removed, so there would be one supervisor over both crews. The Stormwater Project Manager then took on the supervisory responsibility for the Stormwater crew.

Caspar said because of the change in duties, the Stormwater Project Manager position should be eliminated, and a Stormwater Manager position should be added.

Imker said Caspar's explanation made the reasons for the change clearer.

Imker moved to approve the elimination/replacement of one position in Public Works as described in the packet. Learnard seconded. Motion carried unanimously.

3. **Consider Revision to Fayette County's Hazard Mitigation Plan**

Interim Fire Chief Joe O'Conor said the Hazard Mitigation Plan was developed by the County, and it had been five years since the last update. All known hazards in the County would be identified. Based on the plan, the County could apply for grants to help mitigate some of the hazards. O'Conor added that the County was pursuing a grant for the update of the plan. Council's approval also would ensure the City's risks would be included in the document, as well as the staff time needed to compile the information.

Imker moved to approve revisions to the Fayette County Hazard Mitigation Plan. Learnard seconded. Motion carried unanimously.

4. **Consider MOA with West Georgia Technical College**

O'Conor said West Georgia Technical College had asked the department to provide intern opportunities for some of its students in the emergency medical program. It would help the students get clinical hours by supporting and working side-by-side with City personnel. It would be positive for the Fire Department, which had successfully recruited many volunteers from the program in the past, as well as identifying candidates for career slots. It had been a very successful program in the past. It was time to renew the memorandum of agreement (MOA) with the school.

Learnard asked what the program entailed. O'Conor said they would be active students from the school's Emergency Medical Technician program. When the students reached a certain point in the program, they were able to ride with the City's ambulance crews and assist in treatment.

Imker moved to approve the MOA with West Georgia Technical College. Learnard seconded. Motion carried unanimously.

5. Consider Ratification of Hotel/Motel Tax Distribution Agreement with CVB

Fleisch said that the Convention & Visitors Bureau (CVB) had been paying for the July 4th fireworks for the last few years. With the ratification of the new hotel/motel tax rate this year, it was discovered that fireworks was not an approved expenditure for CVBs. As a result, the City would need to pick up the cost for the fireworks; the CVB would pay for recreational facility maintenance, which was an even swap.

Imker asked how much the CVB had budgeted for fireworks. Nancy Price, CVB executive director, said $45,000 was budgeted. Financial Services Director Paul Salvatore said the fireworks contract cost $22,000, and the remaining funds were spent for Public Works and Public Safety support, and other expenses.

Fleisch moved to approve the ratification of the hotel/motel tax distribution agreement with the CVB. Learnard seconded. Motion carried unanimously.

~~6. Consider Amended Agreement with CVB Director Nancy Price~~

This item was withdrawn from the agenda.

7. Consider Stormwater & Irrigation Maintenance Agreement – RaceTrac

Caspar explained the stormwater and irrigation maintenance agreement was standard business for new developments. Per the agreement, RaceTrac would provide the maintenance for the stormwater infrastructure and detention pond, and the City would be allowed to perform inspections to ensure it was maintained.

Imker said the RaceTrac was a sensitive issue, adding that it did not look as though there was room for a detention pond on the property. Caspar said the detention pond would be underground, noting similar designs at Towne Club, Delta Credit Union, and other businesses. If people could not see the ponds, they were probably driving on top of them.

Imker asked where the water would go. Caspar said it would go out to a system parallel to SR 54, eventually going to Line Creek. The stormwater would be treated for water quality through infiltration before being discharged into Line Creek. Haddix recalled that the stormwater pond for the new Chase Bank at Kedron Shopping Center would also be underground.

Imker thanked Council for allowing the discussion on the agenda items. It allowed everyone to see what happened behind the scenes on the Consent Agenda.

Imker moved to approve the stormwater and irrigation maintenance agreement with RaceTrac. Learnard seconded. Motion carried unanimously.

~~8. Consider Job Creation Grant Application~~
This item was withdrawn from the agenda.

Old Agenda Items
There were no Old Agenda Items.

New Agenda Items
08-13-01 Consider Adoption of FY 2014 Budget Resolutions
Salvatore said the public hearing required by Georgia law had been held on July 18. There had been no changes since that time. He asked Council to take action supporting the budget resolution, supporting documentation, and the associated resolution for commitment of fund balance.

Imker moved to approve the FY 2014 budget resolution and supporting documentation and the association resolution for commitment of fund balance. Learnard seconded. Motion carried unanimously.

08-13-02 Consider Adoption of 2013 Millage Rate
Salvatore said the proper advertising had taken place, and the recommended millage rates for 2013 property taxes were 6.756 mills for maintenance and operation and the reduced rate of 0.332 mills for bonds.

Imker moved to adopt the maintenance and operations millage rate of 6.756 mills and the bond millage rate of 0.332 mills. Learnard seconded. Motion carried unanimously.

08-13-03 Consider Approval of FY 2014 Keep Peachtree City Beautiful Budget
Keep Peachtree City Beautiful (KPTCB) Director Al Yougel noted there had been an increase in the annual budget from FY 2013 ($86,600) to FY 2014($99,458), an increase of $12,858. He said the organization was getting more money for recyclable materials that were collected, but it was also paying more to get the bins pulled.

Yougel said KPTCB provided 125 recycle bins at the City's athletic fields and parks and eight dog stations that were not available before, and that KPTCB contributed 6,000 hours to the City's workload outside of its contractual obligations. Recycling was available at five schools. Last year, people dropped off 630,000 pounds at the drop off stations on McIntosh Trail and Rockaway Road, and there were two months left in the fiscal year. They were 100,000 pounds ahead of the same time last year. The Rockaway Road facility was open 624 hours last year, and 17,600 vehicles came into the facility. KPTCB spent 6,300 hours picking up litter on 83 miles of highways and streets. The 83 miles were covered every week.

Yougel continued that 1,330 people performed 12,700 hours of community service. KPTCB administered the Court-mandated community service program for the City's Municipal Court as well as other courts in the area.

Yougel said approximately 60% of the 10,100 homes that had curbside recycling available actually used it. Twenty-one percent of the refuse collected was kept out of landfills by recycling, compared to a few years ago when it was only 0.5% to 1%. Nine City government offices recycled paper and cardboard.

Learnard asked Yougel to explain the dog stations. Yougel said the stations were located throughout the City, including Drake Field, and they provided materials for owners to clean up after their dogs.

Yougel pointed out that all residents who had curbside garbage service in the City also had co-mingled recycling included in the price.

Imker moved to approve the KPTCB FY 2014 budget. Learnard seconded. Motion carried unanimously.

08-13-04 Consider Resolution Calling for Special Election

Public Information Officer/City Clerk Betsy Tyler addressed Council, noting that Dienhart had announced he was running for Mayor, and per state law, Dienhart's seat would be vacated upon qualifying during the week of August 26. Dienhart had submitted his formal resignation effective the end of August or upon qualifying, giving Council the latitude to call a special election for Post 2, which was Dienhart's seat, at the same time as the Municipal Election on November 5. Qualifying for Post 2 could also be held at the same time as qualifying for the positions of Mayor, Post 3, and Post 4.

Imker added that the commitment for Post 2 was two years, which was what remained of Dienhart's term. The candidate who won the election would be sworn in before the end of the year.

Imker moved to approve the resolution calling for Special Election. Fleisch seconded. Motion carried unanimously.

<u>Council/Staff Topics</u>

Hot Topics

City Manager Jim Pennington said Haddix had already made the announcement about the petroglyph and its return.

Imker pointed out there were two Council meetings scheduled in September, and he would not be able to attend the September 19 meeting, which meant there would only be three members at that meeting. Per the ordinances, four members constituted a quorum.

Mike Sumner, who was sitting in for City Attorney Ted Meeker, said three votes were needed to conduct business, so there would have to be unanimous consent to in order to do business. Unless everything would be unanimous, Council could consider changing the September 19 meeting.

Pennington said there were a number of odd circumstances/rules in the City Charter and in the Code of Ordinances. Per the Charter, if a seat was vacated, then the quorum changed to three members, yet the ordinance required three positives votes on agenda items for approval. Sumner said Council could still hold a meeting on September 19 since three members would be a quorum. Any agenda item with a 2-1 vote would be moved to the next agenda since the motion would die.

Pennington said basically the Charter said "x," and the procedures outlined in the ordinances said "y," adding the procedures could be changed.

Learnard asked Pennington for his guidance since he knew what might already be on the agenda.

Pennington said there were items on the September 19 agenda that had been scheduled months ago, and they were very expensive projects – the dam repairs for the Kedron East and West ponds and Rockspray Pond. There were some items on the September 5 agenda, such as two alcohol licenses, that were essential to individuals. There were issues with holding one meeting and moving it to September 12, including the public hearing scheduled for the Fairfield Inn & Suites on September 19. The bids for the dams could be moved to October 3, but it would depend on how long the bids submitted would hold.

Learnard suggested making a decision on the September 19 meeting at the September 5 meeting. The other members agreed.

Imker reiterated that the conversation on the meeting dates was because of a special provision for a quorum in the Charter since there would be a vacancy on Council at the end of August. He was not able to attend the September 19 meeting, but might have to change his plans.

Comparison of Funding Options for Road & Cart Path Maintenance

Imker said he had asked for the agenda item, noting he had first shared the information at the August 1 meeting. The objective was to give some of the thought process on how to come up with $1.5 million annually for road and cart path maintenance. Imker referred to a chart on the presentation screen (included below), saying it could just as easily read $1.5 million was needed to fund the Fire, Police, or Public Works Departments. Somewhere in the future, the City needed another $1.5 million. If a list were to be prioritized, Imker said road and cart path maintenance would definitely be below fire and police protection.

Imker briefly went over the options shown in the chart below:

Funding for Road & Cart Path Maintenance Options for Peachtree City

($1.5M is needed annually to get the job done)

#	Option	Funds Generated	How It Works	Duration of Maintenance	Estimate Cost to Average Home		Upside/Downside/Comment
					Annually	Total	
1	Proposed 2013 Fayette County SPLOST (Special Purpose Local Option Sales Tax)	$14.6M [1]	1% Sales Tax for up to 2 Years	7-10 yrs	Between $150 - $200	Between $300 - $400	• Non-PTC residents will contribute revenue for maintenance. • If revenue achieved prior to 24 months, the tax ends. I.e. if $14.6M reached in 18 months, the tax ends. • Least expensive of options involving revenue generation.
2	2014 PTC G.O. Bond (General Obligation)	$10M	0.654 Mil Rate (Tax) Increase applied to annual November property tax bill for 10 years	5-7 Yrs	$62	$620	• 100% funded by PTC tax payers. • Still paying tax after funds exhausted.

3	Mil Increase	$1.5M / year	0.850 Mil Rate (Tax) Increase added to annual November property tax bill indefinitely	Indefinitely	$81	$81 per year ongoing	• 100% funded by PTC tax payers. • Long term permanent solution. • Tax revenue goes into General Fund.
4	Use City General Fund Reserves	$1.5M / year		2 yrs	$0	$0	• Limited funds and time solution. • Keeps policy of 20% city reserves intact.
5	Reduce Other City Services	None		Indefinitely	$0	$0	• Long term permanent solution. • Politicians will have to detail cuts/savings totaling $1.5M per year.
6	Future Tax Digest Increases	Every 2% Digest increase equals $235K revenue	Based on total PTC value because of growth/decline in business, fair market value (FMV), inflation, etc.	Indefinitely after 13% Digest increase obtained	$28 if Ave Home FMV increased $10K	Amount of annual change per year ongoing	• 100% funded by PTC tax payers. • Must wait for FMV increases which may take 5 years or more. Nobody knows. (For reference: 2 of the 13% increase was achieved in CY2013)
7	Other / Combination of Above	?	?	?	?	?	• Politicians will have to detail.
	Historical Reference						
8	Former 2005 Fayette County SPLOST	$10M	1% Sales Tax for 5 Years	7 Yrs	$200	$1,000	• Voter approved in 2005. • Funds exhausted in 2013.
9	Former 2009 Fayette County SPLOST	$22M (2)	1% Sales Tax for 6 Years	7 yrs	$200	$1,200	• Voted down.
10	Former 2012 Atlanta Regional TSPLOST (T = Transportation)	$10M	1% Sales Tax for 10 Years	5 Yrs	$200	$2,000	• Voted down.

(1) Total 2013 SPLOST would generate ~$41M. Values in Funds Generated column are PTC's share. (Unincorporated Fayette County, Fayetteville, Tyrone, Brooks will use their share of money for their own projects.)
(2) $10M of the $22M was for Road & Cart Path Maintenance. The rest was for other projects/uses.

Imker said he was prepared to listen to comments and change numbers on the chart to whatever numbers people felt were more accurate. He noted the letters that had been in the newspapers complaining about how the County planned to spend its share of the SPLOST, adding he did not care how the County spent their money. Imker wanted the City's citizens to know how the City planned to spend any SPLOST funds. Several residents had contacted him about the chart. There might be additional items that had not been considered, and he was sure there were other options out there.

Dienhart pointed out the proposed SPLOST could be used as a bridge to the increased property values Council hoped to see in the future, which could mean a mill increase would not be necessary to pay for road and cart path maintenance. The SPLOST would last a maximum of two years and would pay for 10 years of maintenance. Imker said it could pay for seven to 10 years based on his numbers, adding the proposed SPLOST could actually speed up the maintenance of some roads. The 2005 SPLOST that provided $10 million lasted seven years, and they should be able to make $14 million last at least that long.

Learnard noted that Option 2, the GO bond, would be a 10-year obligation, costing residents an estimated $620 during that time compared to $300 to $400 for two years. A millage rate increase for 10 years would cost residents an estimated $810. Learnard said the business case favored the proposed SPLOST. The most common misunderstanding was that people felt they would be paying for County projects, but there would be an equitable distribution of the SPLOST funds to the City's residents that would save the average household money.

Fleisch thanked Imker for laying out the options, adding no immediate decision needed to be made. The other options were available should the SPLOST be defeated. Imker said he did not want to concentrate on Option 1, which was temporary relief that could lead to a long-term solution of paying for the maintenance from the General Fund, the way it should be done. When City and County residents went to other counties, they were contributing to the maintenance of roads, but Fayette County was not asking those counties to contribute to its roads.

Imker noted that per the state's Sales Tax Rate Chart, Fayette was one of eight counties in the state with a 6% sales tax. The remainder of the 159 counties had either a 7% or 8% sales tax. He referred to the "Diva" marathon that would be held in the City in 2014, saying it should generate a minimum of $1 million in SPLOST funds just for the City at the current tax rate.

Haddix agreed there were a lot of questions, they were speculating, and they did not have the answers. He read the following statement:

> *Before moving on to the spreadsheets for roads and paths, some basic information and understanding needs to be provided. As my presentation proceeds you will see the term "Condition Rating." Condition Rating is a term for a numerical "grade" given to the present condition of the road.*
>
> *One hundred (100) means newly laid or resurfaced. As time goes by the asphalt wears and breaks down due to traffic, environment, etc. The deterioration accelerates as the road gets older because the asphalt loses strength, flexibility and other attributes. The life of a road, in Peachtree City, is about 10 to 15 years. The target rating for resurfacing is below 80.*
>
> *To give an example, I will use the road where my home is located. I know the history because we bought during construction at the very beginning of 1987, the road was just being laid with completion in 1987. The road was on the 2004 SPLOST list. It was in terrible condition with alligator cracking, which means a pattern of many cracks resembling alligator scales, potholes, gullies, and loose stone from the pavement. It was well past needing resurfaced at 17 years old. I do not remember the exact year it was*

repaved, but it was before I ran for office in 2007 and after 2004. I believe it was 2005. Using 2005, the asphalt is now 8 years old, with a lot of cracks and loose stone coming out of the pavement. Signs of potholes are starting to show at various places. The last evaluation was done in 2012. The condition rating of the street is 82. So, in 7 years the rating fell 18 points, an average of 2.57 rating points per year, which places the street now at 79 or 80, using 2.5 points per year.

That is in line with other standards. Georgia Department of Transportation (GDOT) has a policy of replacing roads every 10 years with a target rating of 75. 10 years times 2.5 is 25. 100-25 is 75. Right on target.

Now moving on to the spreadsheets, remember the last evaluation was in 2012 and roads deteriorate at about 2.5 points per year.

Haddix referred to a spreadsheet, which included a tab for "SPLOST Fund Uses." He briefly noted staff's proposal for use of the SPLOST on streets and paths, if it passed, with the following distribution:

- *For streets there is $7.5 million*
- *For maintenance and widening of paths there is $2.5 million*
- *For new paths $2 million*
- *That totals $12 million, leaving $2.6 million*

Haddix noted the remaining $2.6 million would be spent on bridge and tunnel maintenance.

In discussing "Path Priority," Haddix showed a list of 605 paths, along with their Condition Ratings and repair costs. Eleven paths with a Rating in the 70's would not be funded by the SPLOST. *The list of the paths is included in the meeting file.*

Haddix discussed a list of 765 streets, along with their Condition Ratings and repair costs, including a list of 264 streets rated 80 to 89 that would be unfunded. *The list is included in the meeting file.*

Haddix gave the following review:

- *Asphalt below a Condition Rating of 80 need maintenance now*
- *Asphalt deteriorates more rapidly over time. The average per year is about 2.5 points*
- *New or resurfaced roads have a lifespan of 10 to 15 years, depending on the traffic levels, environment, and other consideration*
- *The Staff position is to spend the funds as they come in. I agree with this position. There are no logical or justifiable reasons to try to stretch the funds over ten years. There are logical and justifiable reasons to spend it as it comes in.*

Under the Staff proposal, the following are covered by the SPLOST:

- *Bridges and tunnels at a cost of $2.6 million*
- *Path maintenance on some paths with Condition Rating of 70 or lower at a cost of $2.5 million.*
- *New path construction at a cost of $2 million*
- *Street paving on some street with Condition Ratings of 80 or lower at a cost of $7.5 million*

Roads and paths with no funding mechanism that will need repair after the 5 years of the SPLOST:

- *11 paths needing maintenance now, with a Rating in the 70's*
- *187 paths with Ratings of 80 to 89*
- *264 streets with ratings of 80 to 89*
- *The last study for Condition Rating was done in 2012. That means all the Ratings have*

already declined +/- 2.5 points.

The average cost of SPLOST on a household is about $200.00. Over five years that is $80.00 per year.

Currently, expenses are parsed, not viewed in totality. That approach must end. Citizens pay all these costs out of their singular pockets:

- *On the Millage Rate*
  - *The Total Millage Rate in 2010 (paid in 2009) was 5.553*
  - *In 2011 (paid in 2010) it was 6.783*
  - *In 2013 (paid in 2012) it was 7.178*
  - *That is an increase of 1.63 mills to date*
- *The Total Millage Rate for 2018, under the Budget approach, is 7.690*
  - *That is a total increase of 2.14 mills*
  - *The Budget includes projected increases in home values of 2% per year beginning in 2014. There is no rollback on the Millage Rate, meaning your tax bill will increase*
  - *In 2018 we are still spending more than we bring in. Still consuming the Reserve every year*
- *On Stormwater:*
  - *Line items from the Budget were transferred to Stormwater and the fee was over doubled.*
  - *In about 3 years we will be looking for new funding for Stormwater as well, meaning another fee increase*
- *Streets and Paths:*
  - *We have no funding source for the paths. The SPLOST is being promoted as a short term, five-year income source, costing you about $400.00 total, about $80.00 per year*

The picture is very clear. We have a spending problem.

Before asked what my plan is, I will share it:

- *Using already existing One Peachtree City and Needs Assessment Survey plus Town Hall data gathered early next year, create a Comprehensive Strategic Plan for services, income, and spending.*
- *Look for places where the City is competing with the commercial sector. We do not need to be in competition with our own businesses*
- *Look for public/private opportunities. I proved with the Tennis Center they work when done correctly.*
- *Bring our services in line with what the citizens want.*
- *As warranted, re-purpose to new uses, then decide how to move forward.*

With that said, I am finished.

Imker said he appreciated the list of roads and paths, since it had shown the magnitude of the maintenance problem. Public Works would be able to spread the 2005 SPLOST money out, and keep the citizens fairly happy with the roads. Roads with the most need had been paved, and more were scheduled in the future. The magnitude of the problem was enormous, so maybe a $40 million G.O. bond was needed, or they needed to find some way to cut City services by $40 million over a short time. Imker said he wanted to hear the specifics of exactly what Haddix wanted to cut. In 2011, Council raised the millage rate by 1.25 mills because of the huge shortfall it was facing – $22 million over the future five years. Part of the plan was to use the cash reserve. A mill had been left on the table, with a 0.25 mill increase over four years. Imker said it could have been done upfront in 2011 with a 2.25 mill increase. There was a schedule for road and cart path maintenance, and Imker said he trusted staff to manage how the work was done.

He would like to hear a solution on where more money would come from and what needed to be cut.

Imker said, if the SPLOST did not pass, specific answers would be needed during budget time next year. A five-year plan had been laid out. This was the last major problem that needed solving. A reasonably good recovery had been accomplished up to this point. Each individual had to judge for themselves whether they still received value from the City for what they paid.

Haddix said he did put a plan on the table, adding just because Imker disagreed did not mean it was not a plan. The City was falling behind on path maintenance. Based on the comments he received, Haddix said the citizens were not happy with the condition of the cart paths. He continued that he and Imker looked at things differently and had different approaches. It was up to the citizens to determine which way things would go.

Imker said he had only listed some options. Under the option to reduce services to find the $1.5 million needed, he had specifically noted the politicians would have to define those cuts. They had a year to figure things out, and they would know how big a problem there was after November.

Haddix said he had been hearing the budget problems were solved for four years, but they were not solved.

Learnard said Haddix had done a fantastic job of showing the severity of the problem, asking Haddix where the money would come from.

Haddix said Council had to evaluate and have a plan first, and that had not been done. They had different opinions, and he respected that.

Executive Session

Dienhart moved to convene in executive session for real estate at 8:36 p.m. Fleisch seconded. Motion carried unanimously.

Dienhart moved to reconvene in regular session at 8:52 p.m. Learnard seconded. Motion carried unanimously.

Learnard moved to authorize staff to proceed with finalizing the transactions for acquisition of easements from Ann Eargle and Dr. Faiyaz as discussed in executive session and to place these matters on the next Council agenda for approval. Fleisch seconded. Motion carried unanimously.

There being no further business to discuss, Dienhart moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 8:55 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Deputy City Clerk**

DATE: **August 21, 2013**

SUBJECT: **Alcohol License – NEW – The Wing Shack**
September 5, 2013, Regular Meeting

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

Discussion:
The Wing Shack, 118 Huddleston Road (formerly Café Pig), has submitted a request for a new alcohol license. Mr. James Jankowski has requested he be appointed as the Licensee and License Representative. He will attend the meeting on Thursday, September 5, to answer any questions you may have.

Budgetary Impact:
The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the sale of beer, which is $700, and, if they choose to serve on Sunday, they will pay an additional $500 annually.

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

Application For Alcoholic Beverage License

Business Name: The Wing Shack	Business Location: 118 Huddleston Rd.	Peachtree City, GA. 30269
Nature of Business: Restuarant	Mailing Address: Same	Business Phone Number: 678-699-3229
Name of Licensee: James Jankowski	Home Address: 153 Kingsbrook Cir. Newnan, GA. 30265	Home Phone Number: 770-252-5813
Name of License Representative: Same	Home Address: Same	Home Phone Number: Same

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
X	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 Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:
James Jankowski	153 Kingsbrook Cir. Newnan, GA 30265	770-252-5813

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: ______________________

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City

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

James Albert Jankowski
153 Kingsbrook Circle
Newnan, GA 30265

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendre, 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.

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

8/7/13
Date

Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Deputy City Clerk

DATE: August 21, 2013

SUBJECT: **Alcohol License – NEW – Brixx Pizza**
September 5, 2013, Regular Meeting

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

Discussion:
Brixx Pizza, 300 City Circle, Suite 1520, has submitted a request for a new alcohol license. Ms. Jacqueline Ford has requested she be appointed as the Licensee. Ms. Deborah Andelung has requested she be appointed as the License Representative. Ms. Andelung will attend the meeting on Thursday, September 5, to answer any questions you may have.

Budgetary Impact:
The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the sale of beer, wine, and distilled spirits, which is $5,000, and, if they choose to serve on Sunday, they will pay an additional $500 annually.

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

Application For Alcoholic Beverage License

Business Name: L.B. Duck, LLC d/b/a Brixx Pizza	**Business Location:** 300 City Circle, Suite 1520 Peachtree City, GA 30269	
Nature of Business: Restaurant	**Mailing Address:** 6634 Old Statesville Road Charlotte, NC 28269	**Business Phone Number:**
Name of Licensee: Jacqueline G. Ford	**Home Address:** 2486 Susie Brumley Place Concord, NC 28269	**Home Phone Number:** 980-207-4211
Name of License Representative: Deborah Susanne Adelung	**Home Address:** 704 Lullwater Circle Newnan, GA, 30263	**Home Phone Number:** 678-876-1789

Please indicate type of licenses applying for:

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

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

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	**ADDRESS** Please provide Home Addresses for the individuals listed:	**PHONE NUMBERS** Please provide Home and Business Phone Numbers for individuals listed:
L.B. Duck, LLC (owner)	6634 Old Statesville Rd, Charlotte, NC 28269	704-599-9890 x501
Jacqueline G. Ford, 50% Member	2486 Susie Brumley Pl, Concord, NC 28269	980-207-4211
Kelvin D. Ford, 50% Member	2486 Susie Brumley Pl, Concord, NC 28269	980-207-4211
Gwendolyn Y. Ford, 0% Member and	4301 Hazlitt Court, Charlotte, NC 28269	704-617-8478
Director of Operations		

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: ______________________________

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City

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

Deborah Susanne Adelung
704 Lullwater Circle
Newnan, GA 30263

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendre, 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

8/12/13
Date

Witness

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City

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

Jacqueline G. Ford
2486 Susie Brumley Place
Concord, NC 28027

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendre, 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

8/12/13
Date

Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Public Services Director

FROM: **Stormwater Manager**

DATE: **August 28, 2013**

SUBJECT: **Formal Acceptance of Drainage Easements**
September 5, 2013 City Council Meeting

Recommendation:

Staff recommends that Council authorize payment in the amount of $565.00 for a Temporary Construction Easement and Permanent Drainage Easement needed from Ann M. Eargle (308 Preston Chase) to facilitate the completion of the Preston Chase Drainage Improvements Project.

Discussion:

The City has the need to perform stormwater drainage system reconstruction in areas that current easements are not sufficient enough to facilitate the improvements. As such, easements where requested from the homeowner to accommodate the installation of larger diameter storm drainage pipes. This will help the City prevent localized flooding and provide proper stormwater runoff conveyance.

As such staff requests that Council authorize the payment.

Budget Impact:-

There are sufficient funds in Stormwater Utility Account Number 521-4250-541914.

Attachments
Agreement To Purchase Real Estate

cc: File

AGREEMENT TO PURCHASE REALESTATE

Project Name: Preston Chase Drainage Improvements

Parcel Number: Ann M. Eargle

Tax Parcel ID # 073421005

GEORGIA, FAYETTE COUNTY

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned grants to the City of Peachtree City, an option to acquire the following described real estate:

> Right of Way and / or Easement rights through the tract or parcel of land located in Land Lot 158 of the 5th District, Fayette County, Georgia, and being more particularly described as Exhibit "A". Attached here and made a part hereof by preference.

For the sum of $565.00, the undersigned agrees to execute and deliver to the City of Peachtree City, fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

The following conditions are imposed upon the grant of this option:

1. This option shall extend for 90 days from this date.

2. The consideration recited is full payment for the rights conveyed.

N/A	Square Feet or Acres of Right of Way
N/A	Linear Feet of Limited Access
583.8	Square Feet of Construction and Maintenance Easement
414.8	Square Feet of Temporary Construction Easement
N/A	Square Feet of Driveway Easements (Driveway Easements are not purchased)

3. All Temporary Easements will terminate upon completion and acceptance of the same by the City.

4. Special Provisions, if any, are listed on Exhibit "B" which is attached hereto and incorporated herein by reference. SEE SPECIAL PROVISIONS Attached

Witness my hand and seal this 5th day of August, 2013.

Signed, Sealed and Delivered in the presence of:

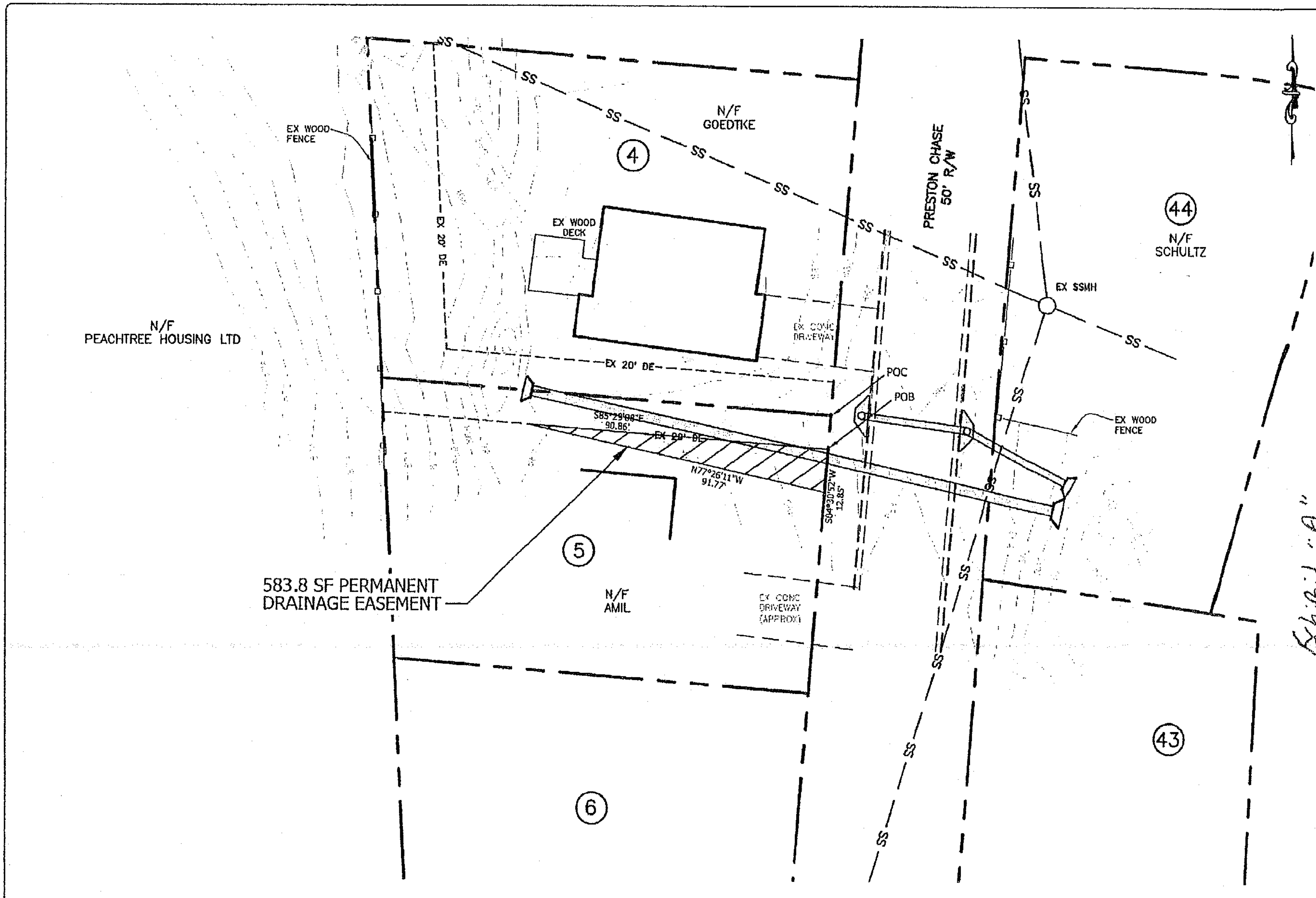
Ann M Eargle (Seal)
By: Ann M. Eargle

_______________________ (Seal)

Witness

Steven C. Mosley
Notary Public

My Commission Expires 9-19-2016



SCALE: NTS

INTEGRATED Science & Engineering

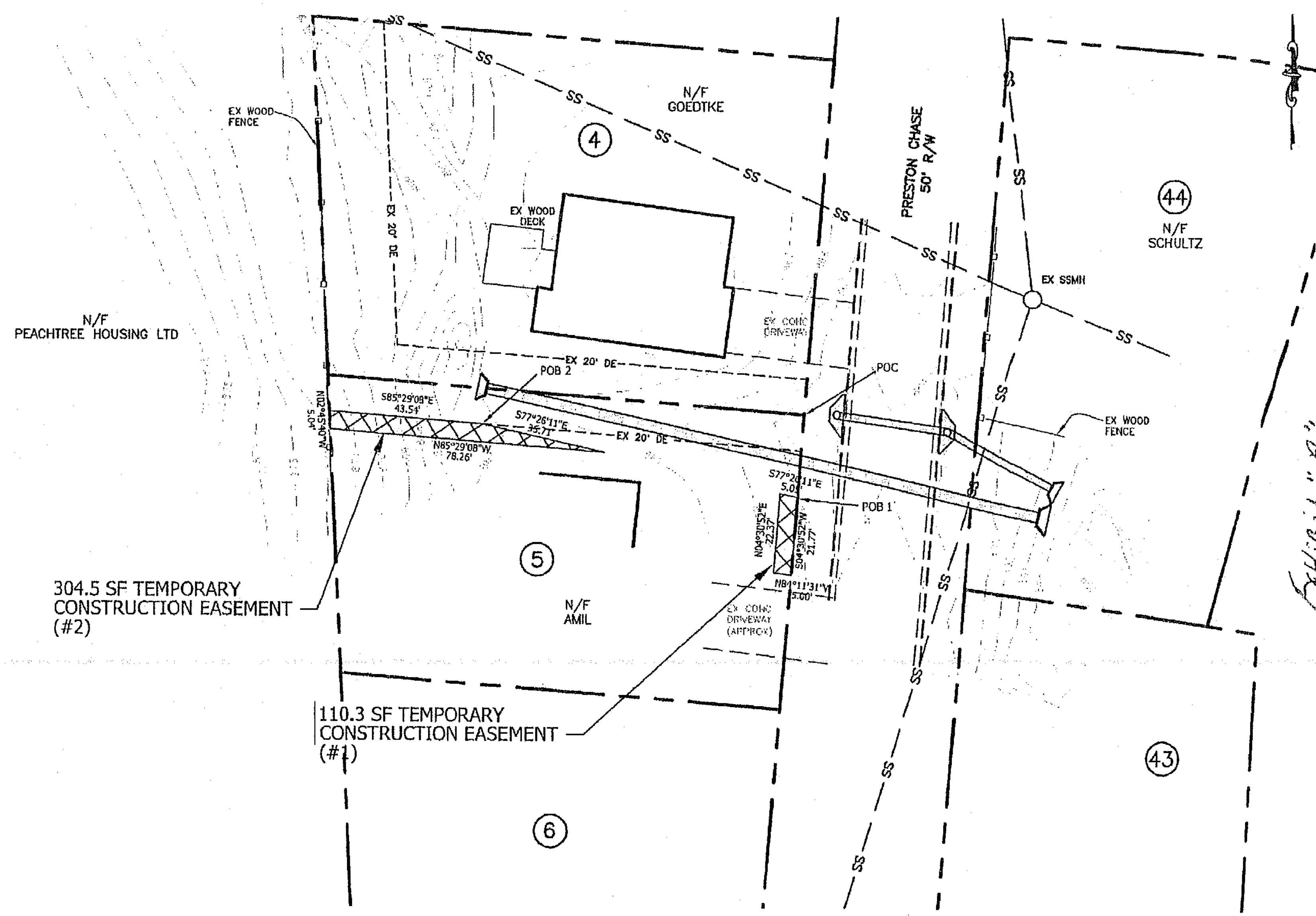
ATLANTA • SAVANNAH

EASEMENT EXHIBIT
FOR
306 PRESTON CHASE
DRAINAGE IMPROVEMENTS

NO.	REVISIONS	DATE

LOT 5
EXHIBIT A

PROJECT NUMBER 01098.87	
DRAWN BY MRM	REVIEWED BY RG
ISSUE DATE AUGUST 2009	



SCALE: NTS

INTEGRATED Science & Engineering

ATLANTA · SAVANNAH

EASEMENT EXHIBIT
FOR
306 PRESTON CHASE
DRAINAGE IMPROVEMENTS

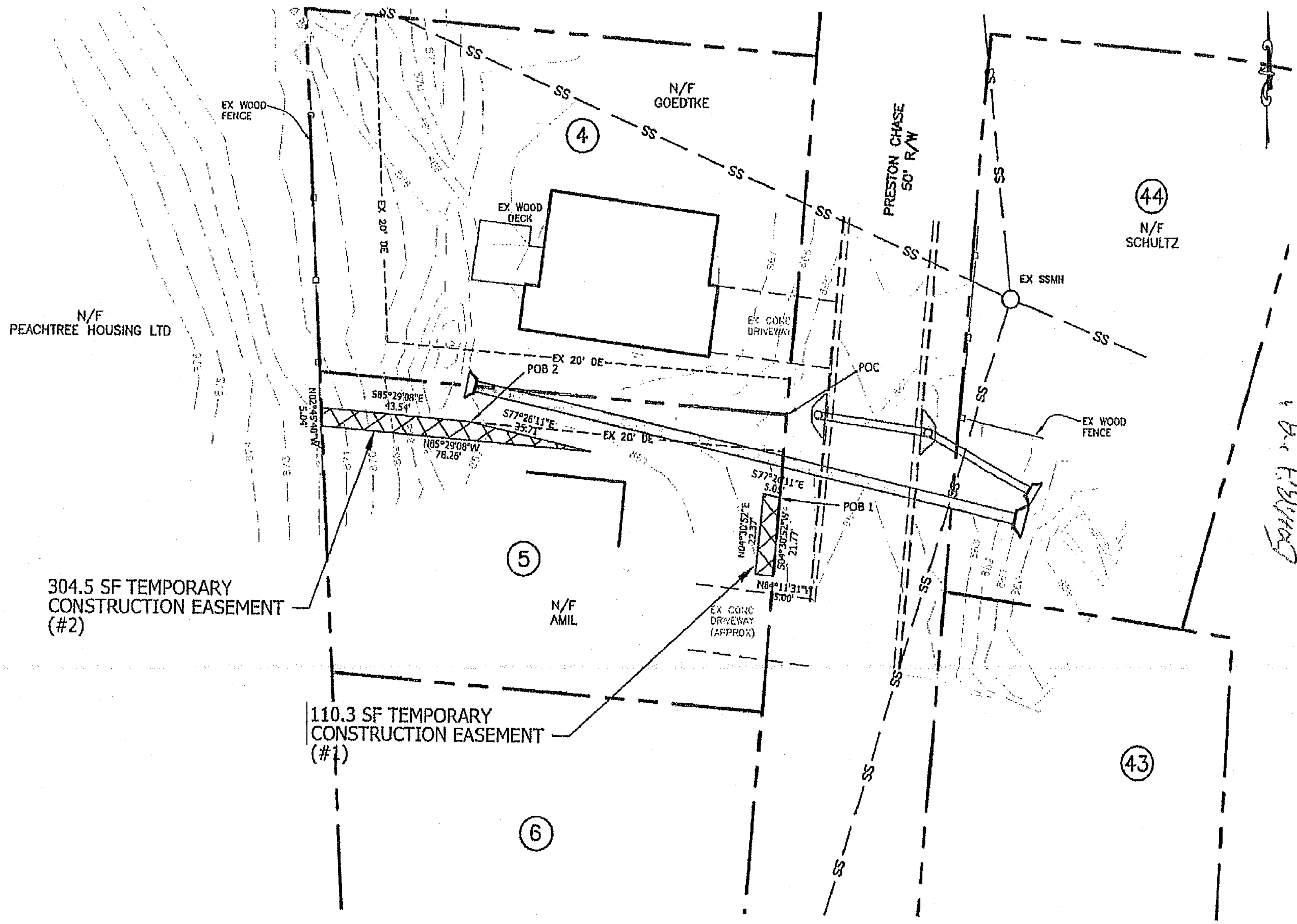
NO	REVISIONS	DATE

LOT 5
EXHIBIT B

01098.87

NRM | RG

AUGUST 2009



SCALE: NTS

INTEGRATED Science & Engineering

ATLANTA • SAVANNAH

EASEMENT EXHIBIT
FOR
306 PRESTON CHASE
DRAINAGE IMPROVEMENTS

NO	REVISIONS	DATE

LOT 5
EXHIBIT B

01098.87

NRM | RG

AUGUST 2009

Exhibit "A"

Exhibit "B"

1. City Contractor to Replace the Eight (8) Shrubs in the Easement after Construction with the Same Type Shrubs or Like Kind.

2. City Contractor to Remove and Replace the Wooden Fence if Necessary after Construction is Completed.

3. City to Replace the Existing Sod in the Easement Areas with Like Kind Grassing.

Anne

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Public Services Director**
FROM:	**Stormwater Manager**
DATE:	**August 28, 2013**
SUBJECT:	**Formal Acceptance of Drainage Easements** ***September 5, 2013 City Council Meeting***

Recommendation:

Staff recommends that Council authorize payment in the amount of $8,814.00 for a Temporary Construction Easement, Temporary Access Easement and Permanent Drainage Easement needed from Dr. Unnisa Faiyaz (501 Georgia Highway 74 N) to facilitate the completion of the Lenox Road Drainage Improvements Project.

Discussion:

The City has the need to perform stormwater drainage system reconstruction in areas that current easements are not sufficient enough to facilitate the improvements. As such, easements where requested from the property owner to accommodate the installation of larger diameter storm drainage pipes. This will help the City prevent localized flooding and provide proper stormwater runoff conveyance.

As such staff requests that Council authorize the payment.

Budget Impact:-

There are sufficient funds in Stormwater Utility Account Number 521-4250-541924.

Attachments

Agreement To Purchase Real Estate

cc: File

AGREEMENT TO PURCHASE REALESTATE

Project Name: Lennox Road Drainage Improvements

Parcel Number: Dr. Faiyaz

Tax Parcel ID # 0734 013

GEORGIA, FAYETTE COUNTY

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned grants to the City of Peachtree City, an option to acquire the following described real estate:

Right of Way and / or Easement rights through the tract or parcel of land located in Land Lot 156 & 157of the 7th District, Fayette County, Georgia, and being more particularly described as Exhibit "A". Attached here and made a part hereof by preference.

For the sum of $8,814.00, the undersigned agrees to execute and deliver to the City of Peachtree City, fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

The following conditions are imposed upon the grant of this option:

1. This option shall extend for 90 days from this date.
2. The consideration recited is full payment for the rights conveyed.

N/A	Square Feet or Acres of Right of Way
N/A	Linear Feet of Limited Access
1,899.00	Square Feet of Construction and Maintenance Easement
6,669.00	Square Feet of Temporary Construction Easement
_N/A	Square Feet of Driveway Easements (Driveway Easements are not purchased)

3. All Temporary Easements will terminate upon completion and acceptance of the same by the City.
4. Special Provisions, if any, are listed on Exhibit "B" which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 5th day of August, 2013.

Signed, Sealed and Delivered in the presence of:

_______________ Faiyaz M.D. (Seal)

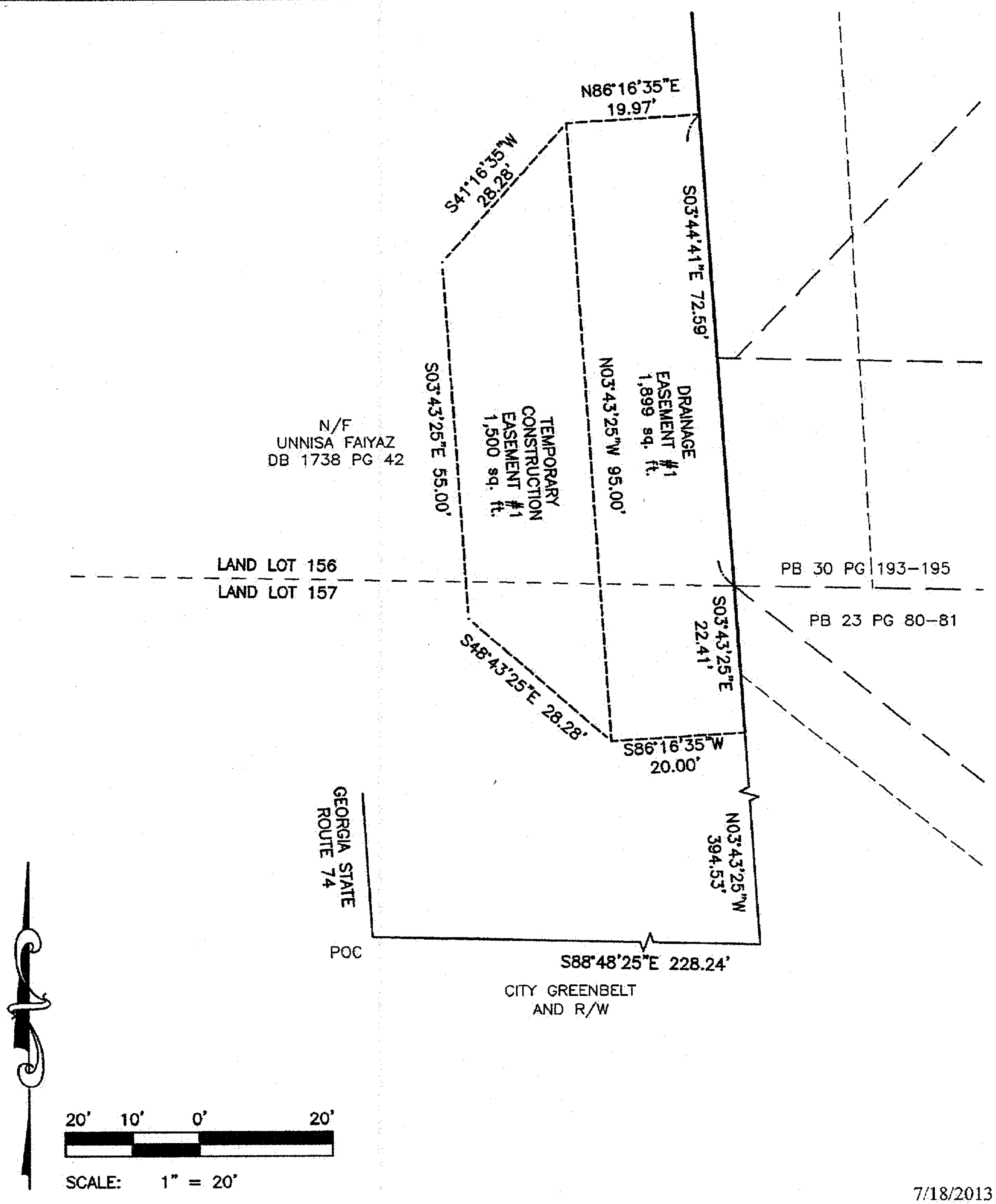
Witness

By: Dr. Unnisa Faiyaz

Stan C. Malone _______________ (Seal)

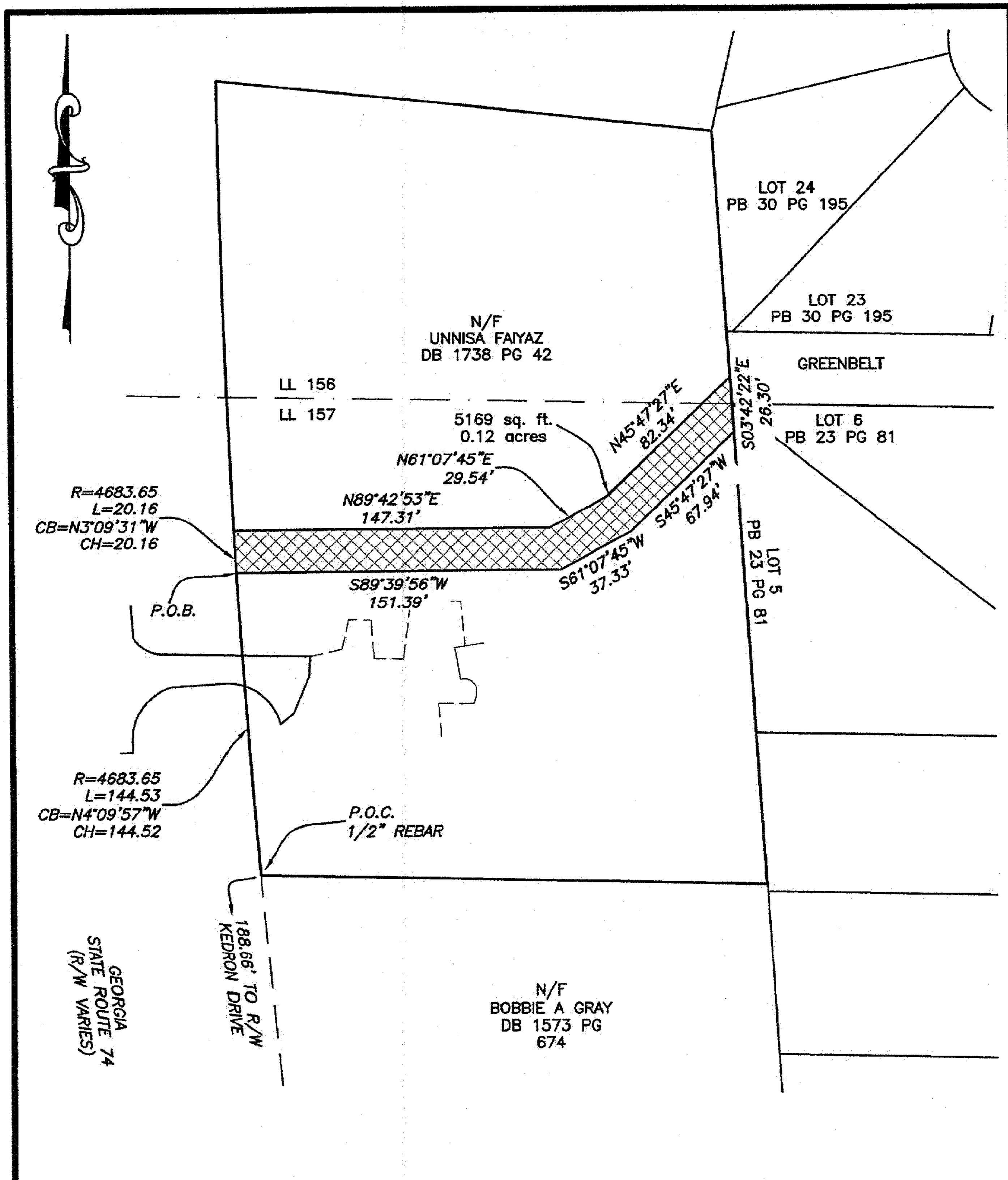
Notary Public

My Commission Expires 9-19-2016



7/18/2013

	SHEET 2 OF 2 UNNISA FAIYAZ DB 1738 PG 42 LL 156 & 157 7TH DISTRICT FAYETTE COUNTY, GA.	EXHIBIT A CITY OF PEACHTREE CITY LENOX ROAD DRAINAGE IMPROVMENTS	INTEGRATED Science & Engineering 1039 Sullivan Road, Suite 200 Newnan, Georgia 30265 (p)678.552.2106 (f)678.552.2107 Atlanta/Savannah



7/18/13	UNNISA FAIYAZ DB 1738 PG 42 LL 156 & 157 7TH DISTRICT FAYETTE COUNTY, GA.	EXHIBIT A CITY OF PEACHTREE CITY LENOX ROAD DRAINAGE IMPROVMENTS	INTEGRATED Science & Engineering 1039 Sullivan Road, Suite 200, Newnan, Georgia 30265 (p)678.552.2106 (f)678.552.2107 Atlanta/Savannah

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**City Council and Mayor**
VIA:	**James L. Pennington, City Manager**
FROM:	**H.C. "Skip" Clark II, Chief of Police**
DATE:	**August 26, 2013**
SUBJECT:	**Special Response Team (SRT) Memorandum Of Understanding – Fayetteville Police Department** ***City Council Agenda – September 5, 2013***

Recommendation:

Staff recommends that the Special Response Team (SRT) Memorandum Of Understanding between Fayetteville Police Department and the Peachtree City Police Department be approved.

Discussion:

In July 2006, the department began researching areas where the sharing of resources would be beneficial. One of the first identified options was the department's Special Response Team (SRT). As with Hazmat and other multijurisdictional functions like fire services, it is readily apparent that in any long term significant incident that would require SRT deployment, assistance from other agencies would be a necessity. It would be beneficial to the department that training standards, policy, and selection of S.R.T. members are comparable with those agencies providing SRT assistance.

The Peachtree City Police Department and the Fayetteville Police Department work closely together and possess nearly identical policies for the Special Response Team, and other ancillary policies that govern special operations, selection, and background. An initial Memorandum of Understanding was signed in late 2007 whereby the Peachtree City S.R.T. and Fayetteville S.R.T. would train together and maintain comparable policies as both agencies are CALEA accredited.

The recommended revision to the current Memorandum of Understanding has been based on the experience over the last couple of years. Our experience and research has deducted that the MOU needs to be more of a combined effort to share existing resources and personnel, as well as unifying the command of the teams under one command. That command being the Peachtree City Police Department. The Fayetteville Police Department is in full support of this revised MOU.

Budget Impact:

The revised MOU will result in all resources available to the Fayetteville Police Department, in regards to existing and future SRT personnel and equipment, being made available to, and under the administration of, the Peachtree City Police Department's Special Response Team. This substantially increases the manpower and resources available to the city for SRT operations at no additional cost.

enclosure

MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
SPECIAL RESPONSE TEAM (S.R.T.)

BACKGROUND:

1. This agreement is between the City of **Peachtree City Police Department** and the City of **Fayetteville Police Department.**

2. It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

3. The undersigned departments further state that they shall provide to one another that assistance which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law.

4. The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

5. This agreement encompasses an immediate benefit of substantially increasing the trained personnel and specialized equipment resources of each jurisdiction with no initial cost. This combined effort to share existing resources and personnel, as well as unifying the command of the S.R.T teams under one command, provides a substantial financial benefit to both cities.

SCOPE:

1. In the spirit of this cooperation, the Fayetteville Police Department agrees to provide personnel and resources to the **Peachtree City Police Department's Special Response Team** under the conditions listed in this document. From this point forward, when referring to the "**Special Response Team,**" the reference is for both Peachtree City and Fayetteville Police Department officers on a consolidated team. Any reference to "**S.R.T. Commander**" refers to the **Peachtree City Police S.R.T. Commander**.

2. First and foremost, the officers assigned to the **Special Response Team** under this special mutual aid agreement are vested with the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are employed (OCGA 36-69-4).

3. The **Peachtree City Police Department's S.R.T.** and **Fayetteville Police Department** agree to combine S.R.T. operations, equipment, training, and command into one unified team under the command and control of the **Peachtree City Police Department's S.R.T. Commander** as designated by the Peachtree City Chief of Police.

4. The **Peachtree City Police Department** and **Fayetteville Police Department** agree to make all reasonable scheduling efforts to ensure mutual attendance at scheduled S.R.T. training exercises and emergency call outs as required by the Standard Operating Procedure of the Peachtree City Police Department S.R.T.

STRUCTURE:

1. All personnel assigned to the S.R.T. will be under the supervision and control of the **S.R.T. Commander** when related to S.R.T. training and at any S.R.T. call out incident.

2. The **S.R.T. Commander** will select a Team Leader from the **Fayetteville Police Department,** and a Team Leader from the **Peachtree City Police Department.** In the event of S.R.T. related incident in the City of Fayetteville, the Team Leader from the **Fayetteville Police** Department will act in a supervisory role and liaison within the Incident Commander of the **Fayetteville Police Department**. In the event of a S.R.T. related incident in the City of **Peachtree City**, the Peachtree City Team Leader will act in a supervisory role. Both Team Leaders will continue to report directly to the S.R.T. Commander at any S.R.T. related incident. During training exercises, both Team Leaders will have supervisory control regardless of location as designated in the training outline by the **S.R.T. Commander**.

3. In the event of the absence of the **S.R.T. Commander,** the **Team Leader** will be in supervisory control and will act as the **S.R.T. Commander**.

4. Any reference in SOP, General Order, or procedure referring to responsibilities of the **S.R.T. "Commander or Team Leader"** will be applicable and enforced by each respective jurisdiction, with the following exceptions:

   a. All quarterly inspections of equipment maintained at the **Fayetteville Police Department** will be conducted by the **Team Leader** attached to the Fayetteville Police Department.

   b. The **S.R.T. Commander** will be responsible for providing all training and after action report documentation necessary to the Fayetteville Police Department.

PROCEDURES:

1. At the inception of this agreement, all **Fayetteville Police Department's** SOPs related to S.R.T. operations become inactive and of no further force and effect. All **Fayetteville Police Department** officers attached to the Special Response Team will adhere to the SOPs of the **Peachtree City Police Department** where S.R.T. procedures are referenced. Such SOPs shall be adopted by the City of **Fayetteville Police Department**. Training and selection requirements for S.R.T. will be in accordance with the standards set forth from the Commission on Accreditation for Law Enforcement Agencies (CALEA) including but not limited to standard 33.6.2, 42.2.1, and 46.2.3. All Fayetteville and Peachtree City Police officers will receive annual training on the S.R.T. SOP and this Memorandum of Understanding.

2. The Chief of Police of each jurisdiction shall be authorized to cancel this agreement, in writing, at anytime after providing minimum of thirty (30) days of written notice.

3. The requests for S.R.T. to each jurisdiction shall include the following:

    a. The nature of the emergency, public occurrence, location, and/or details of the planned high risk S.R.T. operation. Said communication will be made directly to the S.R.T. Commander for operational security.

    b. The name and rank of the officer to which the assisting personnel shall report, or the designated incident commander.

    c. The completion of a **Target and Risk Threat Assessment** (Appendix A) is required to be completed by the investigating officer or detective applying for the search and/or arrest warrant.

    d. A **Target and Risk Threat Assessment** is not required for <u>emergency call out procedures</u> as identified in the S.R.T. SOP (60-4).

4. In the event of the necessity of withdrawal of personnel from either agency, or both agencies, during a S.R.T. call out, it shall be made by mutual agreement from the **Incident Commander** from the respective agencies. Notification shall be given upon withdrawal.

5. Upon implementation of this Memorandum of Understanding, all personnel assigned to the **Special Response Team**, will have exclusive radio channels available for use by all Command and **Special Response Team** personnel.

6. Upon implementation of this Memorandum of Understanding, both jurisdictions will be responsible for supporting the designated pager or cell phone as recommended by the **S.R.T. Commander.**

7. Support of the responding personnel, in so far as subsistence needed in extended operation, shall be borne by the requesting agency, and salary expenses shall be borne by the employee's own department as is reasonable.

8. At all times, the officer of the responding agency shall be considered to be employees of their own agency and to be acting within the scope and course of their employment for purposes under the Governmental Tort Liability Act and/or Worker's Compensation Law of the State of Georgia.

9. All law enforcement personnel employed by the agencies under this Memorandum of Understanding shall, during such time that these personnel are actually providing aid outside the jurisdictional limits of their employing agency, have the same powers, duties, rights, privileges and immunities as if the personnel were performing their duties within the political subdivision in which they are normally employed.

10. The governmental entity having financial responsibility for the law enforcement agency providing such aid shall compensate all of its own employees rendering aid during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, if such amounts would be due, if the aforesaid personal injury or death had occurred within the normal jurisdiction of that law enforcement agency. Such compensation shall also include all benefits normally due such employee.

EQUIPMENT AND RESOURCES:

1. At the time of this signing, the **Peachtree City Police Department Special Response Team** has all the equipment listed in the Appendix of this Memorandum of Understanding

2. At the time of this signing, the **Fayetteville Police Department** has all the equipment listed in the Appendix of this Memorandum of Understanding.

3. At the signing of this agreement, the **S.R.T. Commander or his designee** will maintain the Operational Readiness Report which will include all S.R.T. equipment stored and available for use in each other's jurisdiction. The location and assignment of this equipment will be listed in this report.

4. The **Team Leader** assigned to **Fayetteville Police Department** will be responsible for providing a report of the equipment maintained by the **Fayetteville Police Department** on a quarterly basis.

5. All equipment listed in each agency's Operational Readiness Report (S.R.T. Equipment) is under control of the **S.R.T. Commander**.

6. It is the responsibility of each respective jurisdiction to purchase "BASIC" equipment for their respective personnel attached to the Special Response Team. "BASIC" equipment is listed in the Operational Readiness Report in the Appendix of this SOP. Any excess "BASIC" equipment may be dispersed amongst all team members when necessary at the discretion of the **S.R.T. Commander.**

7. In the event that S.R.T. related equipment is needed to be purchased for the S.R.T. unit, the purchase will be made by mutual agreement between the jurisdictions, with cooperation, and written justification in the best interests of S.R.T. Operations with the recommendations of the **S.R.T. Commander**. All major purchases, including but not limited to weapon systems, munitions, ammunition, ballistic vests, communications equipment, and vehicle(s) will be recommended by the **S.R.T. Commander** and approved through the **Chiefs of Police** from both jurisdictions.

8. In the event that this agreement is cancelled by either **Chief of Police or by the governing body of either City**, any equipment mutually purchased will be professionally appraised. The appraised value of the equipment deducted by fifty (50%) percent will be able to be purchased by the **City of Peachtree City**. In the event that the **City of Peachtree City** declines to purchase the equipment, the **City of Fayetteville** would then have the option of purchasing the equipment. In the event of neither party is willing to purchase the equipment, it will be made available by surplus with the proceeds divided equally between the jurisdictions.

USE OF LETHAL AND LESS LETHAL FORCE:

1. Lethal force by personnel of all jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person. Special Response Teams are trained for hostage, barricaded, or any high risk situation and are uniquely qualified to evaluate the conditions that may require special tactical or logistical considerations beyond the normal scopes of a routine police response.

2. The **Incident Commander, Chief of Police,** or his **designee** of the requesting jurisdiction will have overall control and responsibility for the incident. The **Special Response Team Commander, or in his absence, the Team Leader**, of the requesting and responding jurisdiction, will report to the Incident Commander in a unified command, and will retain supervisory control over S.R.T. regardless of jurisdiction. Continuous communications shall be maintained between the S.R.T. Commander and the Incident Commander for the affected jurisdiction. The purpose of this communication is to ensure that actions taken towards the resolution of a situation are appropriate and in accordance with the law.

GENERAL INFORMATION:

1. It is understood that the undersigned agencies will review and update this agreement, as necessary, on an annual basis. It is further understood that this agreement may be amended upon mutual agreement, in writing, by the parties hereto. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

2. This Agreement shall remain in full force and effect until December 31, 2016 unless sooner terminated by either party by providing thirty (30) days written notice to the other party of said party's intention to terminate this Agreement. This Agreement shall automatically renew for additional terms of five (5) years each unless either party provides written notice to the other party of its intention to not renew this Agreement.

3. In witness whereof, said agency's Chief Executive Officers, Mayors, and City Council have hereto set their hands and affixed their seals the day and year first written.

SIGNATURE AND ENDORSEMENT:

DATE: June 19, 2013

Signed, sealed and
delivered as to agency,

CITY OF FAYETTEVILLE POLICE
DEPARTMENT

By: ____________________
SCOTT PITTS
Title: Chief of Police

CITY OF FAYETTEVILLE, GEORGIA

____
GREG CLIFTON, MAYOR

ATTEST:
Anne Barksdale
____
CITY CLERK (SEAL)

DATE:

Signed, sealed and
delivered as to agency,

CITY OF PEACHTREE CITY POLICE
DEPARTMENT

By: ____________________
H.C. "SKIP" CLARK, II
Title: Chief of Police

CITY OF PEACHTREE CITY, GA

____
DONNIE O. HADDIX, MAYOR

ATTEST:

____
CITY CLERK (SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council**
VIA:	**City Manager**
FROM:	**Public Information Officer/City Clerk**
DATE:	**August 29, 2013**
SUBJECT:	**Alcohol License – NEW – Great Georgia Air Show** ***September 5, 2013, Regular Meeting***

Recommendation:

Staff recommends that Council approve the beer & wine alcohol license for the Great Georgia Air Show for October 11 – 13, 2013, pending the successful outcome of the background investigations, and establish the license fee.

Discussion:

The Great Georgia Air Show (GGAS) will once again be held at Atlanta Regional Airport – Falcon Field on October 11 – 13. In previous years, GGAS has obtained a Special Event Alcohol Permit to provide complimentary wine and beer at their VIP tent. The Special Event Permit is $25, but non-profit organizations such as the GGAS are exempt from paying that fee.

This year, GGAS has contracted with a vendor for the sale of beer and wine at the event. The vendor, Chastain Concession LLC, provides concessions at Chastain Park and is licensed through the City of Atlanta. However, Peachtree City's Special Event Permit does not allow the sale of alcohol by the drink, requiring GGAS to submit an application for a full beer and wine consumption license. Mr. Jim Buckley of GGAS has requested to be the Licensee, and Mr. Frazer of Chastain Concessions has requested to be the License Representative.

Peachtree City's Alcoholic Beverage License for beer and wine (which usually authorizes a licensee to sell for a full year) is $1,350.00, and our ordinance and state law reduce that amount by half ($675.00) for licenses issued after July 1. There is an additional $500.00 fee for Sunday Sales that drops to $250.00 after July 1. The GGAS has asked that Council consider reducing or waiving the $925 license fee for the three-day event. The GGAS has paid the $200.00 Alcohol Application Fee, which covers the staff costs associated with processing the application and conducting the background investigations.

Chief Clark is awaiting the background information on the Licensee and License Representative to complete his investigation. Should Council issue the recommended conditional approval, the license would not be issued until the background checks are completed and meets with the Police Chief's approval.

Peachtree City
GEORGIA
Convention and Visitors Bureau

Date: August 26, 2013

To: City Council

From: Peachtree City CVB Board of Directors
Executive Director

RE: Approval of FY 2014 Proposed Budget

Request:

The Peachtree City CVB Board of Directors met on Wednesday, August 21, 2013 in a regular scheduled meeting and approved the FY 2014 Proposed Budget. City Council is now asked to approve the FY 2014 Proposed Budget as presented in the agenda packet.

Summary:

The FY 2014 Proposed Budget reflects the fourth full budget year of the Convention & Visitors Bureau operations. This proposed budget demonstrates the focus of the Convention & Visitors Bureau on marketing of the City of Peachtree City as a tourism destination for conventions, sports events, and group travel.

Peachtree City
GEORGIA
CONVENTION AND VISITORS BUREAU

Strategic Plan

FISCAL YEAR 2014

2013 In Review

- 2013 Achievements
  - Visitor Center Renovation
  - CVB Van purchase & wrap
  - Produced Film Tour Video & launched tour
  - Initiated Sport Tourism Efforts
  - Hosted GACVB Winter Meeting
    - Peachtree Fayette Sports Alliance
      - Developed Logo & collateral materials
      - Contracted NASC consultant to assist in setting up organization and host workshop
      - Attended NASC Sports Conference
      - Recruited 2014 Divas Half Marathon
      - Media Luncheon to announce Board
      - Hired sports consultant
      - Developed CVB/PFSA Grant
      - Developed Policies for Board

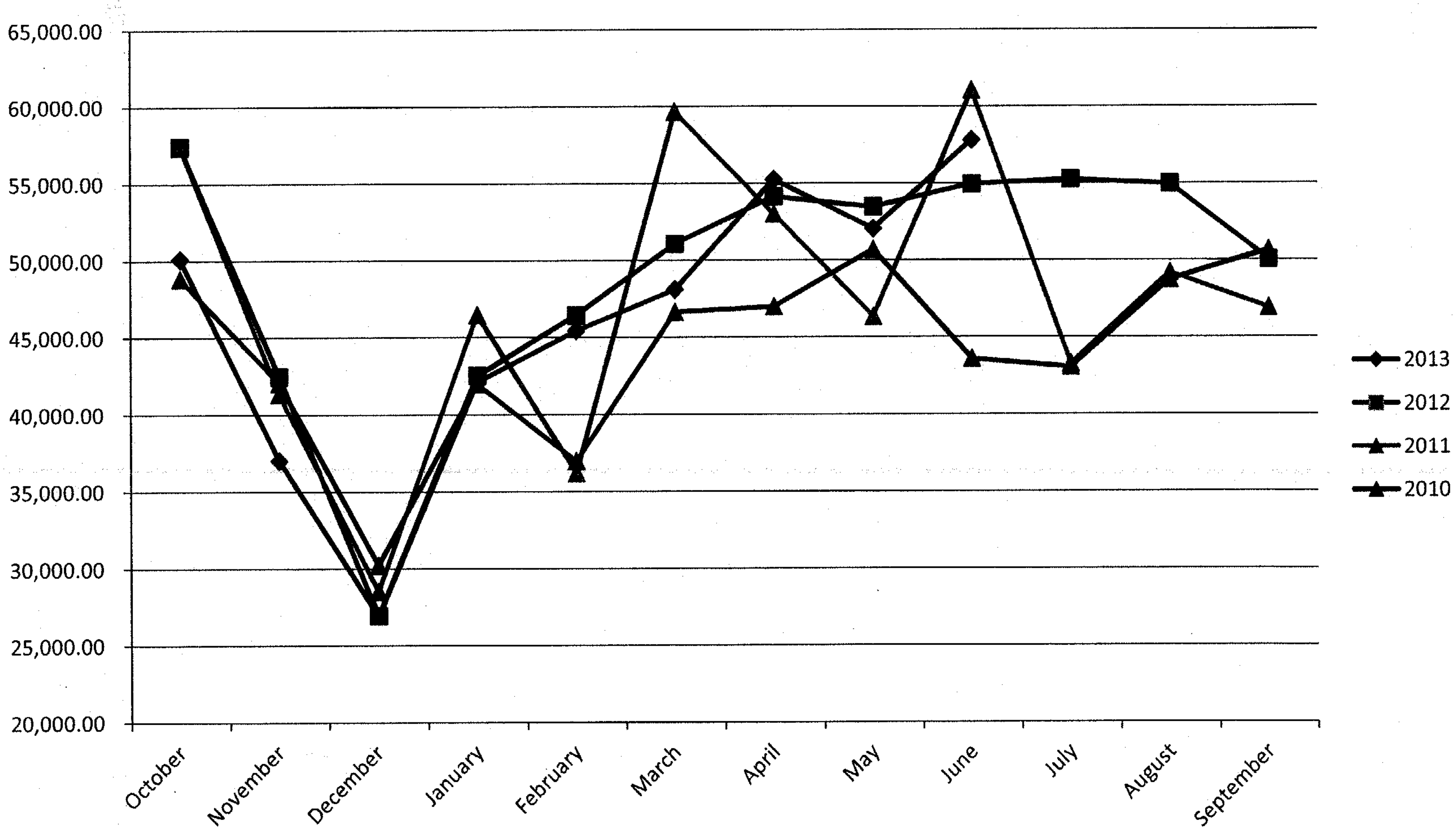
Peachtree City Convention & Visitors Bureau, Inc.
Quarterly Report - June 2013

Conferences/Trade Shows Attended/Exhibited	0	0	4	3
FAM Tours/Site Visits	0	0	3	10
Facebook Followers	71	318	349	1,859
Twitter Followers	44	63	790	1,000
Website Unique Visits	10,052	7,807	23,117	20,618
Website Page Views	29,590	23,171	71,633	56,059
Mobile Website Unique Visits**	80	1,353	80	3,012
Mobile Website Page Views**	335	5,749	335	13,366
Direct & Indirect Inquiries (E-Mail, Phone, Visitors Center Visits)	155	427	655	850
Magazine Leads	2,981	2,739	4,644	4,695
Welcome Packets/Brochure	1,688	1,272	3,121	2,737
Hotel/Motel Tax (April - June Collections)	$160,712	$166,191	$427,750	$415,809
YouTube Views (Lifetime Views 26,288)	2,820	2,639	15,560	7,158
RevPar	$57.55	$60.33	$49.51	$50.68
Occupancy	61.60%	63.20%	54.10%	55.30%

*Fiscal Year Basis unless noted otherwise
** Mobile Website started June 21, 2012

Peachtree City Georgia Convention and Visitors Bureau

Hotel Tax Revenue 2010 - 2013



Peachtree City
GEORGIA
Convention and Visitors Bureau

2014 Budget Highlights

- The Hotel Tax Transfer from the City is budgeted to match the City's FY2014 Proposed Budget.
- The CVB expects to hold the International Festival again next year with registration fees collected in the amount of $2,500. The CVB has had great success selling merchandise with the annual Christmas Ornament and Fourth of July T-shirts and is budgeting $13,500 in merchandise sales again this year.
- The CVB has also budgeted this year for the Southern Hollywood Film Tour. The tour is budgeted to break even.
- The CVB currently contracts with the City for Marketing and Administrative Services utilizing three City employees. The budgeted reimbursement of services is $167,109 which is comprised of 80% of salaries & benefits for the Executive Director, 73% of salaries and benefits for the Business Manager, and 74% of salaries and benefits for the Sales & Marketing Coordinator/Box Office Supervisor. The remainder of this line item is for part time weekend staff in the Visitors Center.
- Professional Services includes a Social Media Consultant, Southern Hollywood Film Tour Drivers and the Sports Sales and Marketing Consultant who is budgeted at $36,000.
- Sales, Marketing and Promotion expenses comprise 66.0% of the FY2013 budget which reflects the continued focus on the main goals of the CVB mission. This is a large increase from last year due to funds being redirected to the renovation of the Visitors Center in FY2013. In FY 2014, the CVB will be updating the CVB Website and creating landing pages for the Sports Marketing Initiative as well as Family Reunions and other initiatives.
- The Advertising Budget includes print and web advertising that reaches out to Convention Travel Sales, Sports Event Travel Sales as well as leisure travel. The CVB will also be developing a golf cart tour video as well as other marketing videos.
- Tourism Events include supporting City Recreation Product Development, marketing efforts of the Amphitheater, International Festival, the DIVA Half Marathon, Sports Grants and other miscellaneous events and trade shows.
- Included in Sales, Marketing and Promotion are travel to four trade shows during the year by the Sports Marketing Consultant and Sales and Marketing Coordinator to recruit sports tournaments, conferences, and reunions to Peachtree City.
- Administrative and General Operations expenses include audit, legal and insurance expenses as well as reimbursement to the Amphitheater in the amount $12,739 for utilities and other shared expenses such as the copier.

Peachtree City Georgia Convention and Visitors Bureau

Sources of Funds

	FY 2013 For Nine Months Ending June 30, 2013				FY 2014 Proposed Budget	
	Current Budget	Actual	Projected	Total Actual +Projected	Budget-Request	% Of Budget
Sources of Funds						
Hotel/Motel Tax Transfer	$ 550,741	$ 415,809	$ 149,879	**$ 565,688**	$ 569,200	96%
Other Revenue	$ -	$ 5,193	$ 1	**$ 5,194**	$ -	0%
Southern Hollywood Film Tour Fees	$ 5,000	$ 2,731	$ 1,550	**$ 4,281**	$ 7,500	1%
Registration Fees - International Festival	$ 2,500	$ 1,135	$ 1,365	**$ 2,500**	$ 2,500	0%
Interest Income	$ -	$ -	$ -	**$ -**	$ -	0%
Merchandise Sales	$ 13,500	$ 12,755	$ 1,715	**$ 14,470**	$ 13,500	2%
Total Sources of Funds:	**$ 571,741**	**$ 437,623**	**$ 154,510**	**$ 592,133**	**$ 592,700**	100%

Peachtree City
GEORGIA
Convention and Visitors Bureau

Expenses

	FY 2013				FY 2014 Proposed Budget	
	For Nine Months Ending June 30, 2013					
	Current Budget	Actual	Projected	Total Actual +Projected	Budget-Request	% Of Budget
Expenses						
Personnel Expenses/Contractual Labor	$ 167,428	$ 123,604	$ 43,824	$ 167,428	$ 171,109	29%
Professional Services (*Social Media/Sports Marketing Consultant*)	$ 13,520	$ 4,810	$ 8,250	$ 13,060	$ 41,000	7%
Website Design/CRM Software					$ 25,000	4%
Advertising/Marketing	$ 77,000	$ 68,312	$ 8,688	$ 77,000	$ 86,900	15%
Tourism Events	$ 179,200	$ 74,034	$ 105,166	$ 179,200	$ 165,000	28%
Printing/Binding	$ 9,500	$ 8,827	$ 3,464	$ 12,291	$ 15,000	3%
Postage	$ 6,000	$ 4,129	$ 2,834	$ 6,963	$ 7,000	1%
Operating/Promotional Supplies	$ 12,000	$ 8,563	$ 3,437	$ 12,000	$ 12,000	2%
Professional Development	$ 8,495	$ 3,006	$ 5,489	$ 8,495	$ 8,495	1%
Trade Shows	$ 10,700	$ 3,109	$ 7,591	$ 10,700	$ 16,000	3%
Contingency	$ -		$ -	$ -	$ 4,058	1%
Total Sales/Marketing/Promotion	**$ 326,185**	**$ 180,648**	**$ 148,831**	**$ 329,479**	**$ 391,453**	**66%**
Administrative & General Operations						
Audit Services	$ 4,000	$ 4,200	$ -	$ 4,200	$ 4,200	1%
Legal Services	$ 1,000	$ -	$ 1,000	$ 1,000	$ 1,000	0%
Equipment Rental	$ 1,872	$ 1,614	$ 351	$ 1,965	$ 1,872	0%
Amphitheater Rental	$ 18,726	$ 14,044	$ 4,685	$ 18,729	$ 12,739	2%
R&M Building		$ 675		$ 675		0%
R&M Vehicles (*Film Tours*)		$ 70		$ 70	$ 500	0%
Liability Insurance	$ 7,200	$ 4,733	$ 1,427	$ 6,160	$ 7,200	1%
Communications	$ 2,600	$ 1,133	$ 1,500	$ 2,633	$ 1,975	0%
Miscellaneous Expenses	$ 500	$ 75	$ 450	$ 525	$ 1,100	0%
Office Supplies	$ 1,500	$ 3,398	$ 233	$ 3,631	$ 2,500	0%
Computer Supplies	$ 2,000	$ 535	$ 1,465	$ 2,000	$ 1,500	0%
Cost of Inventory Sold	$ 6,000	$ 5,828	$ 838	$ 6,666	$ 10,125	2%
Gasoline (*Film Tours*)	$ 800	$ 207	$ 618	$ 825	$ 800	0%
Travel (*incl. mileage reimbursements*)	$ 2,500	$ 316	$ 1,691	$ 2,007	$ 2,500	0%
Total Administrative & General Operations	**$ 48,698**	**$ 36,828**	**$ 14,258**	**$ 51,086**	**$ 48,011**	**8%**
Building Improvements (*Visitors Center*)	$ 120,001	$ 118,648		$ 118,648	$ -	0%
Total Building Improvements	**$ 120,001**	**$ 118,648**	**$ -**	**$ 118,648**	**$ -**	**0%**
Transfer to Airport Authority	$ 24,600	$ 22,790	$ -	$ 22,790	$ -	0%
Total Expenses:	**$ 686,912**	**$ 482,518**	**$ 206,913**	**$ 689,431**	**$ 610,573**	**103%**
Total Projected Surplus/(Deficit):	$ (115,171)	$ (44,895)	$ (52,403)	$ (97,298)	$ (17,873)	-3%
Prior Year Deficit/Surplus	$ 115,171	$ -	$ 115,171	$ 115,171	$ 17,873	3%
Total Surplus/Deficit	$ -	$ (44,895)	$ 62,768	$ 17,873	$ (0)	

Peachtree City
GEORGIA
Convention and Visitors Bureau

Staffing Guide

- Nancy [illegible]
  Executive Director
  [illegible]
  Welcome Center
  - Part Time Visitors Center Staff & Film Tour Drivers
  - [illegible] Duncan
    [illegible]
    Marketing/Sales Manager
  - Mary Camburn
    [illegible]
    Welcome Center
  - Nikki Sheets
    Box Office Supervisor/
    [illegible]
    Coordinator

Peachtree City
GEORGIA
Convention and Visitors Bureau

Board of Directors

Kai Wolter
Chairperson
Hotel Industry
12/2013

Vanessa Fleisch
City Council
12/2013

Andy Dunn
Recreation Venue
12/2014

Sherri Smith Brown
Business Owner
12/2013

Joe Woods
Airport Authority
12/2013

Shayne Robinson
Vice Chairperson
Recreation Dept.
Until no longer chair

Rick Barnes
Secretary
Treasurer
Retail
12/2013

Byron Perryman
Hotel Industry
Alternate
12/2013

Peachtree City
GEORGIA
Convention and Visitors Bureau

GACVB
BRONZE CERTIFIED

Benchmark of Excellence