

City Council of Peachtree City
Agenda
September 4, 2008
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Presentation of State Certification Award to the Police Department
 - Proclamation for American Constitution Week
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - August 21, 2008, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider FY 2009 Official Intent Resolution
- IX. Old Agenda Items
 - 08-08-11 Public Hearing – Consider Variance Requests (3) – SANY, Wetland Buffer
 - 08-08-20 Consider Sewer Easement – New Meade Field Pump Station and Force Main
- X. New Agenda Items
 - 09-08-01 Consider Bid – Bridlepath Drainage Improvements
 - 09-08-02 Consider GEMA Statewide Mutual Aid and Assistance Agreement
- XI. Council/Staff Topics
- 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
Minutes of Meeting
August 21, 2008
7:00 p.m.

The City Council of Peachtree City met Thursday, August 21, 2008, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:02 p.m. Other Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized the graduates of the Community Emergency Response Team. Logsdon recognized the Roller Hockey State Title Teams and State Wars Players. Tony Bernard of the Planning Department was recognized as the Employee of the Month. Logsdon read a proclamation of appreciation to the City to Assistant Finance Director Janet Camburn for her service.

Public Comment

There were none.

Agenda Changes

Plunkett moved to move Agenda Item 08-08-19 up to follow Agenda Item 08-08-14. Sturbaum seconded. The motion carried unanimously.

Minutes

Plunkett moved to approve the August 7, 2008, regular meeting minutes; the August 12, 2008, workshop minutes; and the July 17, 2008, regular meeting minutes with corrections listed. Haddix seconded. The motion carried unanimously.

Consent Agenda

1. Consider Budget Adjustments – FY 2008

Plunkett moved to approve the Consent Agenda item. Haddix seconded. The motion carried unanimously.

Old Agenda Items

03-08-01 Consider Comprehensive Revenue Analysis/Fee Changes

• Recreation Facility Rental Fees and The Gathering Place User Fees

Leisure Services Director Randy Gaddo reviewed the proposed Recreation and Gathering Place fees (a copy of his PowerPoint presentation is included in the official meeting file). Gaddo noted that Sport Field Rental Fees and the Test Proctoring Fee for the Library had been added to the proposal.

Gaddo continued that the recommended access fees for The Gathering Place were \$10/person/year for City and County residents and \$20/person/year for out-of-County users. The access fee did not include rentals or people taking instructional classes offered by the Recreation Department at The Gathering Place. The fee would be effective January 2, 2009, and fee collection would begin in the November/December time frame. They were also looking at access cards or other identification devices for users and guest passes. Gaddo indicated that \$5,000 in annual revenue was expected and noted that many free benefits would be offered to the users, including coffee.

Gaddo continued that facility room rental fees would be charged to groups that had not been previously charged, such as churches, schools, and civic groups. The 3-No-Fee bookings per year (could be bumped up to one week before event for rental or instructional class) were still recommended. The 3-No-Fee bookings would be based on "organizational" events, not individual classes or groups. Civic groups must be based in the City and show an Internal Revenue Service "Letter of Determination" as proof of the organization's 501c(3) status. Gaddo noted that staff would develop guidelines, including exemption of organizations that did not qualify as charitable, but provided services in exchange for room usage, such as "Music Alive." Gaddo said that youth sports associations would be exempt as they had separate agreements with the City. After the 3-No-Fee bookings, an organization could book a room for no more than a month ahead at full price, which, for churches, civic organizations and schools, would be half the price of the regular room rental fee. Gaddo stated that organizations that were outside of the City limits, but inside Fayette County, could get the reduced rate, but not the 3-No-Fee. Gaddo estimated an annual revenue of \$5,000 to \$8,000 could be generated.

Gaddo addressed the Sport Field Rental Fees and noted that staff would like to change from a per game to a per hour fee schedule. Staff had determined the current rate was higher than comparable sports fields. The rate would be per hour, per field, with a daily cap. Gaddo stated the annual revenue was uncertain, but the local hotels and businesses could benefit as well.

Gaddo continued with the Test Proctoring Fee for the Library, noting that the Library was one of the few available locations to offer monitored testing for college students. The fees would be \$10 per test for in-County residents and \$20 per test for out-of-County residents. Test proctoring required a secure room and qualified staff to administer the test. Gaddo said the administrative costs were in line with other libraries that offered the service. An estimate of \$2,000 in annual revenue was projected.

Sturbaum and Plunkett questioned whether the sports field rental fees would be charged for extra practices. Gaddo replied they would be charged if it were outside the normal usage.

Boone commented the Gathering Place fees seemed in line and competitive, with the possibility of generating income to offset costs.

Plunkett questioned Gaddo on how many groups would use the room rentals. Gaddo noted that several rentals were month-to-month. Staff would work with the groups to ensure everyone understood everything. Plunkett expressed concern that a group from outside the City could come in and rent the room at the lower cost and bump a City organization, and said she would like to see the details worked out on that.

Haddix added that City organizations might consider being bumped for outside-City organizations a type of double taxation, because they could not use the City property. Gaddo said staff considered this the first step of a multi-step process. Boone noted there might not be a problem; they would have to see what happened. Logsdon stated it would be a work in progress for about a year.

Haddix moved to approve the comprehensive revenue analysis/fee changes, subject to change and revision as needed over time. Boone seconded. The motion carried unanimously.

New Agenda Items

08-08-11 Public Hearing – Consider Variance Request – SANY, Wetland Buffer

Logsdon noted that the public hearing for the SANY wetland buffer might need to be continued until the September 4 meeting. Kevin Woods, the SANY representative, commented that he was available to answer questions, but there were applications that had been submitted to the state and the Army Corps of Engineers that were awaiting approval. Woods said that one was projected to be approved very soon, and the other was expected to be approved September 8-12. Woods stated that it was very important to SANY to obtain the approval of the variance on September 4. City Attorney Ted Meeker confirmed that all the applications were now in, but were not approved in time for this meeting.

City Planner David Rast noted the additional variances could not be discussed at this meeting because they had not been submitted and advertised. Plunkett questioned why the variance was needed. Rast reviewed the meeting with a consultant that had occurred over one year ago, revealing the property contained a stream and wetlands that had to be addressed before a final site plan could be approved. Permits had to be obtained from the Army Corps of Engineers and the state, as their authority was above and beyond the City's concerning the wetlands. Plunkett noted that, even with those approvals in place, the City had additional buffer requirements that necessitate the variances.

Boone stated the item should go to September 4 as they did not have enough detail and to proceed could be confusing. Logsdon noted that Council approval would be contingent on the other approvals. Woods asked, if the state approval was obtained, whether the variance would be approved as well. Meeker stated it would still be up to the Council.

Logsdon said that a public hearing still needed to be held on the request. Haddix commented that they might need information from City Engineer Dave Borkowski. Rast added that the stream on the SANY property was the same one that ran through the Cooper property, and Council had approved the variance for Cooper.

Plunkett moved to continue the variance request and public hearing to September 4. Boone seconded. The motion carried unanimously.

08-08-12 Public Hearing – Consider Variance Request – American Tower, Senoia Road, Setback Encroachment

Barry Gannon of American Tower requested approval of the variance request from the Council. Rast reviewed the information about the variance request for the tower, located at 137 Senoia Road. The tower existed prior to the City's current telecommunication tower ordinance, so it did not meet the current requirements. American Tower proposed extending the base of the tower by an additional six-foot by 20-foot area to add another user. The current ordinance encouraged co-locating users to reduce the overall number of towers in the City. Rast showed photos of the area, with the proposed addition noted. Rast stated that the City had previously required a wooden fence around the base of the structure. The structure was not visible from off site and

American Tower would be required to add landscaping. Rast said that staff recommended approval.

The public hearing opened. Robert Brown stated that it appeared no trees would be affected by the addition to the base, and questioned if that was the intent. Brown noted that it would not be too bad, but he would be opposed if it required cutting trees.

Logsdon closed the public hearing.

Plunkett asked Rast if the previous variance request in 2006 had required landscaping. Rast indicated it had not. The motion had carried unanimously as there were only scrub trees impacted by the previous expansion. Rast indicated that the City could require American Tower to replace any removed vegetation.

Haddix questioned the concrete pad. Gannon stated that the concrete pad was already there. Haddix asked if it would be extended, and Gannon indicated it would. Haddix expressed concern for the possibility of root kill to the existing trees. Gannon indicated the concrete pad would only extend approximately three feet into the six-foot requested variance. Rast noted that the concrete pad was only for the base of the tower, the remaining portion would be gravel. Meeker clarified that the new equipment was the reason for the extension. Haddix asked whether American Tower would replace any trees that died within two to five years. Gannon indicated they would be okay with that. Plunkett noted that protecting the buffer was the biggest concern and requested Meeker to draft wording to protect against substantial death of the trees.

Plunkett moved to approve the variance request for American Tower on Senoia Road with the conditions listed and the additional requirement that should construction damage or root kill any the existing trees within five years of this date, American Tower would replace them with trees of the existing caliper. Boone seconded. The motion carried unanimously.

08-08-13 Public Hearing – Consider Variance Request – Lake Forest, Setback Encroachment

Logsdon stated that no one from the variance request address, 101 Lake Forest Drive, was in attendance. Rast reviewed the variance request, noting for the record that the applicant had been notified of the hearing. Rast presented photos that showed an existing cluster home. The applicant requested a variance for a covered screened porch, which encroached into the setback. Rast stated that staff requested denial of the variance, as there was no compelling reason to grant one. If Council approved the variance, staff asked that additional landscaping be required.

No one spoke in favor of the variance. Robert Brown stated that silence should not be considered favoring the variance, that it could be opposition, and that without the owner present, the variance should be denied.

Logsdon closed the public hearing.

Haddix stated that the variance would be out of character for the neighborhood, and moved to deny the variance request at 101 Lake Forest Drive, especially considering the requestor was not in attendance. Boone seconded. The motion to deny carried unanimously.

08-08-14 Consider Approval of Peachtree City Tourism Association Budget

Bill Bexley, Peachtree City Tourism Association (PCTA) chairman, stated they were seeking approval of FY 2009 budget. Bexley reviewed the hotel/motel tax; concert ticket prices; changing concert series to two series with five performers each, but only one performance; fees for per class tennis lessons; rental income from office space; and restaurant rental income, noting that they had \$69,465 in Amphitheater reserves. Bexley continued that the budget requested was \$477,775. Logsdon noted that it was a big change to go from two-night performances to one night. Boone asked if they would keep Friday night or Saturday night. Bexley indicated Saturday night was the bigger night.

Logsdon asked if there was anyone in the audience who wanted to speak. Kimberly Westwood commented that she was a small sponsor at the Amphitheater. Westwood stated that she had spoken to other sponsors, and they wanted a say in changing the concert series. She expressed concern about the changes and whether sponsorship would become an issue. Plunkett noted that, if approved, a manager would be who the sponsors would approach with any issues.

Corey Nestlehutt, a mixed martial arts promoter, noted that he had held shows at the Amphitheater and felt a promoter was needed more than a manager. Nestlehutt stated that no one had asked him how he was able to make so much money on his show. Nestlehutt said that a promoter in house would work with the vendors, and that bigger acts could be drawn in by grouping with another venue, such as Chastain. Plunkett stated that more discussion would occur on these subjects at the September 2 workshop. Boone noted that they were good comments.

Al Yougel, of Keep Peachtree City Beautiful, stated that it was great for the PCTA and Recreation to bring in events, but a lot of litter could be left behind when the visitors left. Yougel requested that more attention be paid to that.

Plunkett moved to approve the PCTA budget. Boone seconded. The motion carried unanimously.

08-08-19 Consider Approval of Supplemental Agreement for Appropriation of Hotel/Motel Tax

Bexley stated that the PCTA was asking Council to approve a supplemental agreement for appropriation of the hotel/motel tax. He noted that the shortfall was due to a loss of revenue, particularly from ticket sales for the Amphitheater, and they were seeking assistance. Bexley said they were asking for \$35,000 toward the cash shortfall. They would continue to monitor expenses and develop ways to increase revenue at both venues. Logsdon questioned if the PCTA was asking for \$35,000 from Council's part of the hotel/motel tax. Bexley indicated that would be the amount needed to get them through October. Bexley noted that there were three more concerts, and they would know more after the season was over. Logsdon stated that one good concert could make the year. Bexley added three good ones would be great.

Boone stated that he had no problem with the request. Boone moved to approve the supplemental agreement for appropriation of an additional \$35,000 from the hotel/motel tax. Plunkett seconded. Haddix stipulated that the discussion would continue at the Council workshop. The motion carried unanimously.

08-08-15 Consider Approval of Amendments to PCTA Bylaws and Articles of Incorporation

Kai Wolter, PCTA vice-chairman, presented Council with the proposed changes to the Bylaws and Articles of Incorporation. Wolter stated that the proposal was to change Article 8, reducing voting members from three to two and adding a non-voting member. Logsdon asked why the change was needed. Plunkett responded that the current set-up was for a member of the hotel/motel industry to be a non-voting member, but Wolter was a voting member (a resident appointed to serve on the PTCA board by Council), as well as a member of the hotel/motel industry. Wolter noted that the PTCA was looking for quality more so than quantity of participants.

Haddix noted that additional language would need to be changed in Section 2.2 Purposes since the wording regarding the economic potential of the City and businesses referred to Development Authority functions. The wording should be changed so it would be a cooperative function between both entities. Logsdon said they should approve the changes that were requested, then make additional changes at a later time. Haddix said that made sense. Plunkett was concerned that changes in board members were needed. Haddix suggested the PCTA meet with the Development Authority to work out the details. Sturbaum questioned why there was no one representing the Fayette County Board of Education (BOE) on the PCTA board. Wolter stated that no one from the BOE had participated in two years. Plunkett added that the BOE had also never expressed an interest in participating as an ex-officio member, but was welcome to do so.

Haddix moved to approve the amendments to the PCTA Bylaws and Articles of Incorporation as written, with the stipulation of joint meetings between the Tourism Association and the Development Authority to work on the language of the Bylaws. Sturbaum seconded. The motion carried unanimously.

08-08-16 Alcohol License – NEW – Center Cut at Peachtree City (Towne Club)

Petrus Ros, representative of Center Cut at Peachtree City, was in attendance for the meeting. Plunkett questioned if Center Cut would be open to the public. Ros responded that it was private, open for the residents of Towne Club and their guests.

Boone moved to approve the alcohol license for Center Cut at Peachtree City. Haddix seconded. The motion carried unanimously.

08-08-17 Alcohol License – NEW – Irish Bred Pub

Jiri Matousek, representative of Irish Bred Pub, was in attendance for the meeting. Logsdon noted that Irish Bred Pub would be located in the old Three Dollar Café building. Boone asked if they would be remodeling the inside. Matousek stated that they were and anticipated a September 15 opening date.

Sturbaum moved to approve the alcohol license for Irish Bred Pub. Haddix seconded. The motion carried unanimously.

08-08-18 Consider New Finance Ordinance

Meeker reviewed the new finance ordinance, stating that Fredia Korda had successfully been collecting Stormwater Utility fees, but noted that some people were behind in their payments, and were still able to pull permits from the City. Meeker commented the new finance ordinance addressed the issue and allowed other City departments to become active in collections.

Boone moved to approve the new finance ordinance. Sturbaum seconded. The motion carried unanimously.

08-08-20 Consider Sewer Easement – New Meade Field Pump Station and Force Main

City Engineer Dave Borkowski reviewed the background for the requested sewer easement. Borkowski said that the Water and Sewer Authority (WASA) had been working on their master plan over the last year. Borkowski showed photos depicting what existed in the area currently, with overlays indicating the proposed field pump station and force main. Borkowski stated that staff recommended approval. Borkowski said tMeade Field should not be affected by the construction, as it would be at the edge of the parking lot. At completion, gravel would be replaced as needed. Borkowski stated that Somerby had been approved with an easement, and there would be no building without approval. Borkowski noted that state law required connection within 200 feet of sewer service. Borkowski mentioned that he was meeting with the contractor, but the meeting was not until September 3. The Meade Field concession stand and restrooms could connect to the sewer as well.

Boone questioned if the Fayette County property could connect to the retail development's sewer because it was within the 200 feet. Meeker commented that the state law had more questions than answers. Meeker stated that state law read, "may connect if available," but a connection required Council approval. Meeker continued that the Environmental Protection Department (EPD) could say the sewer was not available because Council had not approved it, but the EPD answer could change that view six months to one year down the road.

Plunkett was concerned that, with the availability of sewer, the County could increase density on an undeveloped parcel located near the City limits. The County knew the density of the Rolader/Scarborough tract that had requested to hook up to the sewer system, and Council had approved that connection. Plunkett noted there were no final plans for the tract she was concerned about and questioned if the City would be better protected to approve the pump station, but not the line extending beyond it to the City limits.

Larry Turner, the WASA general manager, corrected the information by stating it was a Health Department issue, not EPD. The County's Environmental Health Department required projects within 200 feet of a force main to hook into sewer. Turner noted the concern was the proximity to the County and gave Council a handout with site plan information. He said Jason Walls of Integrated Science and Engineering was available to discuss the County property in question, Southern Pines Plantation. The zoning for the project had been based on a specific site plan. The project included 57 acres of greenspace that could be used for an onsite treatment system,

which had been designed and reviewed by EPD. Southern Pines Plantation could begin construction as soon as possible with an onsite sewage treatment plant, but they were interested in hooking up to the sewer system because it would be more economical. Turner stated that it had been informally agreed to that Southern Pines Plantation, Dominion Partners, and WASA would pay \$200,000 each for the new pump station and force main, and WASA felt it could recover its share with hookup fees. Turner said that without approval from the Council, this deal would fall through. Dominion would not have sewer service.

Plunkett asked if there was another way to get sewer service to Dominion's project. Turner said there was, but it would be much more expensive. Haddix commented that the proposal could allow the County to have higher density. Turner said the County probably would not go along with that. Walls stated the Southern Pines project was an 80-acre project, with 25 acres zoned commercial, 15 acres zoned office-institutional, and the remainder zoned Agricultural Residential (AR). (The City's AR zoning stands for Agricultural Reserve, and Fayette County's AR zoning is Agricultural Residential. All AR references in this section apply to zoning in Fayette County.) Ten of the AR-zoned acres were set aside for an onsite treatment system, and 30 acres were for open space. The site plan was contingent on the zoning. Plunkett said the 10 acres set aside for septic could be rezoned for commercial. She wanted to know if putting the project on sewer would change anything.

Haddix was concerned that the availability of sewer would open the doors, and it could be out of Council's control. Boone stated that the same thing occurred with Senoia. He felt Council could control the density of anyone that wanted to connect to sewer. Haddix said that growth through annexation was not in the best interest of the City.

Logsdon asked Turner if WASA would pull out its \$200,000 if the easement was not approved. Turner said the cost was approximately \$200,000 for each party. Turner stated that WASA's money was recoverable if the cost were split three ways by increasing the connection fees. Plunkett looked at other options of running the line, including using the Dominion property, but Turner informed Plunkett that other locations would be cost prohibitive. McMullen confirmed that it would be more expensive to build the line in another location, because more pump stations would be required. Turner noted that WASA had to look at cost versus revenue.

Turner indicated that this had been in the works for over a year, with the City's knowledge. Plunkett said she had just learned about it the previous day. Logsdon stated that he remembered some discussions with former Council Members Kourajian and Rutherford. Plunkett asked if the new the Council Members had been informed; Haddix confirmed they had not. Boone said they could stipulate the right to say no to the County before authorization to tap into WASA.

Plunkett asked if approving the easement meant that they were approving the hook up to sewer now. Meeker confirmed that they were only looking at the easement. Plunkett felt more negotiations were necessary. Walls stated that Southern Pines Plantation was approved for septic, but sewer was an advantage, especially environmentally. Plunkett suggested tabling the item for a couple of weeks to allow more time for negotiations. Turner felt it could not be held off for four weeks, but two weeks would be acceptable.

Plunkett moved to continue the sewer easement discussion for the new Meade Field pump station and force main to the September 4 meeting. Haddix seconded. The motion carried unanimously.

08-08-21 Consider Dedication of Right-of-Way to GDOT

Rast presented information regarding the Shoppes of Village Piazza plans that needed easements. Rast noted there was a small portion of land on Highway 54 that Georgia Department of Transportation (GDOT) had earlier said they would accept for a maintenance easement in order to build the right-in, right-out turn lane. Recently, the DOT said they wanted the property dedicated to them as right-of-way. Pathway Communities did not have an issue with the request. Staff recommended Council consider a quit claim deed with restrictions for the 0.07 acre area. Sturbaum asked if there was a verbal agreement with Pathways. Rast commented that he would probably have a written agreement within one week.

Plunkett moved to approve the dedication of right-of-way to GDOT subject to a signed agreement with Pathway. Sturbaum seconded. The motion carried unanimously.

Council/Staff Topics

Financial Services Director Paul Salvatore announced that Standard and Poor's had reviewed the City and WASA bond ratings, and while staff was concerned there could be a downgrading, the City and WASA were upgraded to AAA, the highest bond rating issued. Salvatore noted that the only other two cities in Georgia with AAA ratings were Roswell and Alpharetta. Salvatore reviewed the reasons for the upgrade, including the City's strong financial practices, WASA's new bonds, the City's large, yet diverse tax base, and the City's established fiscal policy. Salvatore said it meant future interest rates would be the best available.

Rast updated Council on the CSX cart path bridge on Highway 54 West, noting that Ethan Allen and Yardtime had signed the easements, and staff was waiting for Cousins Properties to sign, which could be any day. Rast was confident that all would be ready to proceed in four weeks. McMullen commented that the City also needed permission to proceed from DOT.

Haddix commented that Wal-mart had recently moved newspapers inside to be sold. Haddix asked why and was told that the City required them to collect sales tax on newspapers. McMullen stated that he would check on the information and get back to Haddix.

Sturbaum asked staff to look at the costs to add a concession stand to the Braelinn fields restroom building.

Plunkett moved to convene in executive session to discuss pending litigation at 9:42 p.m. Boone seconded. The motion carried unanimously.

Logsdon moved to reconvene in regular session at 9:49 p.m. Haddix seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn the meeting. Haddix seconded. The motion carried unanimously. The meeting adjourned at 9:49 p.m.

Linda Morton, Recording Secretary

Harold K. Logsdon, Mayor

Betsy Tyler, Acting City Clerk

2008 City Event Calendar

<u>July</u>	<u>August</u>	<u>September</u>
		9/1 – Labor Day, City Offices Closed 9/2 – City Council Workshop (Tentative), 6:30 pm 9/4 – City Council Meeting, 7 pm 9/6 – Patriot Day Walk & Celebration, Falcon Field 9/18 – City Council Meeting, 7 pm 9/19-21 – Library Literary Festival 9/20 & 21 – Shakerag Arts & Crafts Festival 9/27 – Dragon Boat Racing & International Festival
<u>October</u>	<u>November</u>	<u>December</u>
10/2 – City Council Meeting, 7 pm 10/6 – City Council Workshop (Tentative), 6:30 pm 10/11-12 – Great Georgia Air Show 10/16 – City Council Meeting, 7 pm	11/3 – City Council Workshop (Tentative), 6:30 pm 11/6 – City Council Meeting, 7 pm 11/11 – Veteran's Day Ceremony, 9:30 am 11/20 – City Council Meeting, 7 pm	12/1 – City Council Workshop (Tentative), 6:30 pm 12/4 – City Council Meeting, 7 pm 12/6 – Hometown Holiday 12/18 – City Council Meeting, 7 pm 12/24-25 – Christmas Holiday, City offices closed

2009 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Years Day, City offices closed – <i>City Council Meeting, 7 pm (reschedule?)</i> 1/5 – City Council Workshop (Tentative), 6:30 pm 1/15 – City Council Meeting, 7 pm	2/2 – City Council Workshop (Tentative), 6:30 pm 2/5 – City Council Meeting, 7 pm 2/19 – City Council Meeting, 7 pm	3/2 – City Council Workshop (Tentative), 6:30 pm 3/5 – City Council Meeting, 7 pm 3/19 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/2 – City Council Meeting, 7 pm 4/6 – City Council Workshop (Tentative), 6:30 pm 4/16 – City Council Meeting, 7 pm	5/5 – City Council Workshop (Tentative), 6:30 pm 5/7 – City Council Meeting, 7 pm 5/21 – City Council Meeting, 7 pm	6/2 – City Council Workshop (Tentative), 6:30 pm 6/4 – City Council Meeting, 7 pm 6/18 – City Council Meeting, 7 pm

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

Updated 8/28/08

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: July 2008

	<u>June-07</u>	<u>July-07</u>	<u>FY 2008 YTD</u>	<u>FY 2007 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	3	3	22	21
City Vehicle / Equipment Accidents	2	0	8	20
Employee Turnover Rate ***	0%	0%	4%	12%
Lawsuit Legal Fees	\$ 11,146.76	\$382.65	\$71,954.72	\$103,488.21

*** The FY 2007 figure is for the full year. Of the 30 terminations in FY 2007, 7 were retirements. Of the 12 terminations year-to-date in FY 2008, 2 have been retirements

Municipal Court

Fines Collected	\$118,433.30	\$127,916.00	\$1,225,299.08	\$1,171,148.25
Online Transactions	158	198	1,688	1,571
Citations Closed	582	604	5,788	5,856
Jail Fund Balance	\$3,536.86	\$3,594.18	\$144,245.10	\$115,957.03

* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.

** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed

Public Information

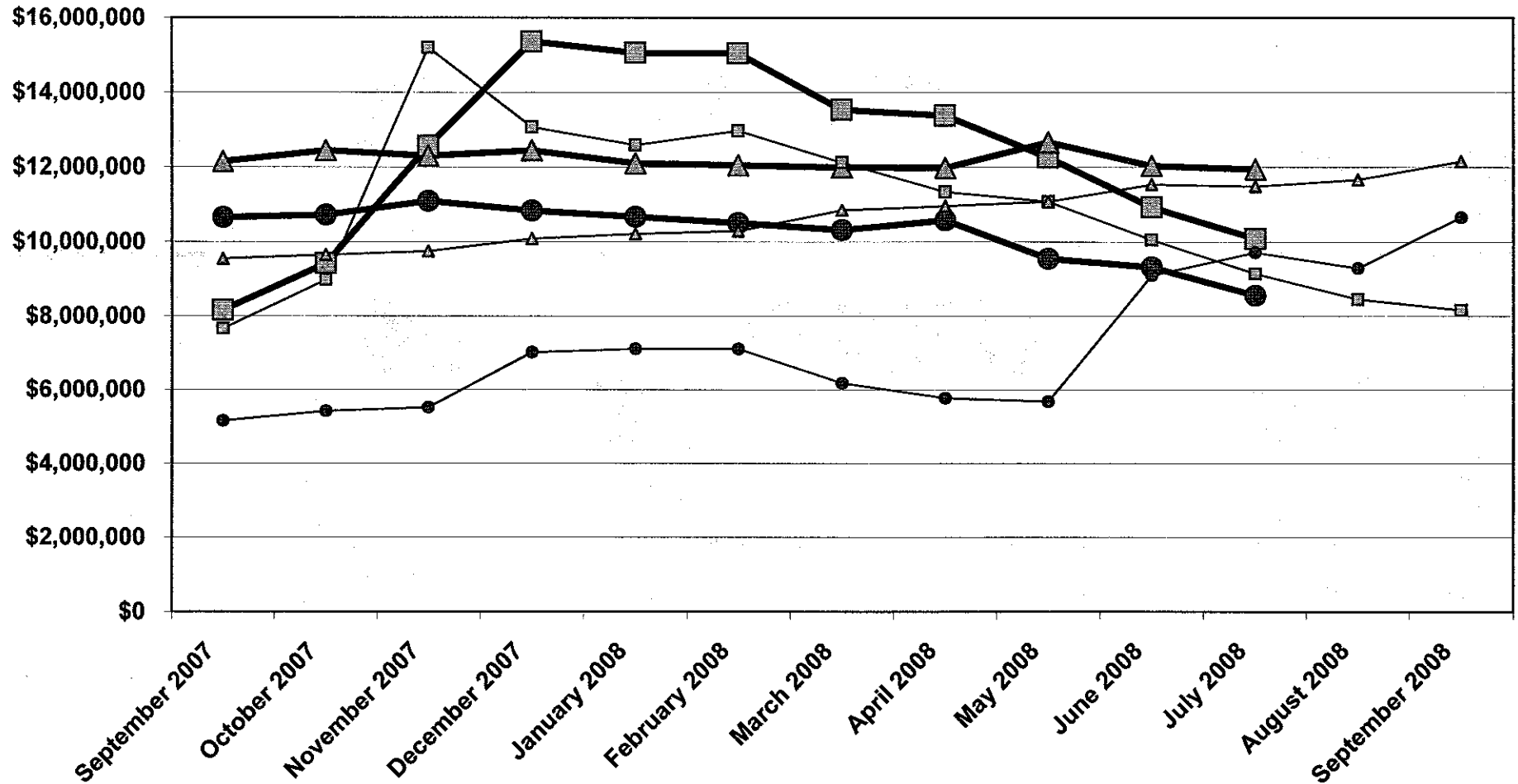
New Businesses Registered	30	23	208	297
Public Contacts, Questions & Complaints	81	100	707	878

This includes 3 complaints against Comcast Cable Company, 0 sanitation company complaints, and 8 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2008

	Jun-08	Jul-08	Fiscal Y-T-D 2008	Fiscal Y-T-D 2007
DEVELOPMENT PERMITS:	5	9	55	73
BUILDING PERMITS:				
Single Family Residential	3	6	38	71
Multi-Family Residential	0	0	0	145
Misc.-Pools/fences/additions	58	39	457	543
Commercial/Industrial	9	10	133	124
TOTAL INSPECTIONS:	481	425	4,171	5,422
CERTIFICATE OF OCCUPANCY:				
Residential	4	9	52	67
Commercial	6	3	46	62
Multi-Family Residential	0	0	0	0
CODE ENFORCEMENT:				
Sign Violations	167	302	1,274	1,286
New Rehab	1	9	63	99
Rehab Inspections	11	8	103	131
Tree Removal Permits	88	78	850	1,163
Notice of Violations - Construction	0	3	30	194
Notice of Violations-Non-Construction	156	195	1,838	2,487
Stop Work Orders	3	5	38	93
Compliance Inspections	273	341	3,097	3,481
Founded Complaints	11	23	134	227
Unfounded Complaints	13	12	78	116
Assessments	0	2	189	254
Water Ban Violations	11	11	109	146
Citations	7	6	45	36
Architect Review Board Permit Approval	36	38	359	459
PERMIT FEES COLLECTED:	63,477	39,876	380,729	318,460
POPULATION:	36,343	36,362	36,362	36,201
Based on 2.09 persons per new completed dwelling unit.				

**CITY OF PEACHTREE CITY
FISCAL YEAR 2008 (with prior year comparison)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)**



General Fund	Other Funds	Pension Fund
Prior General Fund	Prior Other Funds	Prior Pension Fund

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED JULY 31, 2008**

PERCENTAGE OF BUDGET YEAR COMPLETED 83.3%

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 9,492,743	\$ 9,592,777	\$ 100,034	101.05%
Franchise Taxes	2,277,001	2,097,115	(179,886)	92.10%
Local Option Sales Tax	6,979,162	5,632,373	(1,346,789)	80.70%
Other Sales & Use Taxes	692,287	571,110	(121,177)	82.50%
Business Taxes	2,200,323	2,189,442	(10,881)	99.51%
Licenses & Permits	847,916	732,984	(114,932)	86.45%
Intergovernmental/Grants	204,000	211,752	7,752	103.80%
Charges for Services	1,061,188	916,340	(144,848)	86.35%
Fines & Forfeitures	1,068,259	851,003	(217,256)	79.66%
Investment Income	561,449	350,891	(210,558)	62.50%
Other Revenue	18,934	10,872	(8,062)	57.42%
Other Financing Sources	410,937	553,219	142,282	134.62%
Total General Fund Revenues	\$ 25,814,199	\$ 23,709,878	\$ (2,104,321)	91.85%
Surplus Carryover	1,103,725	-	(1,103,725)	0.00%
Total General Fund	\$ 26,917,924	\$ 23,709,878	\$ (3,208,046)	88.08%

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 495,266	\$ 422,674	72,592	85.34%
Administrative Services	997,549	799,168	198,381	80.11%
Financial Services	1,064,207	847,158	217,049	79.60%
Police Services	5,917,516	4,423,525	1,493,991	74.75%
Fire/EMS Services	5,773,230	4,485,208	1,288,022	77.69%
Public Works	3,958,278	3,216,015	742,263	81.25%
Leisure Services	5,055,815	3,809,308	1,246,507	75.35%
Developmental Services	1,366,791	1,063,558	303,233	77.81%
Non-Divisional:				
Council Contingency	79,900	-	79,900	0.00%
Non-Profit Organizations	20,000	15,000	5,000	75.00%
Transfer to Development Authority	170,042	155,780	14,262	91.61%
Transfers to Other Funds	2,478,097	1,981,869	496,228	79.98%
Liability Insurance	99,310	99,083	227	99.77%
Legal Services	153,024	71,955	81,069	47.02%
General Administration/Bad Debt Expense	78,750	6,604	72,146	8.39%
Other	(789,851)	-	(789,851)	0.00%
Total General Fund	\$ 26,917,924	\$ 21,396,905	\$ 5,521,019	79.49%

HOTEL/MOTEL FUND REVENUES				
Description	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 979,420	\$ 912,261	\$ (67,159)	93.14%

Type	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 326,473	\$ 304,087	\$ 22,386	93.14%
Transfer to Tourism Association	652,947	608,174	44,773	93.14%
Total Hotel/Motel Transfers Out	\$ 979,420	\$ 912,261	\$ 67,159	93.14%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF JULY 31, 2008

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER JULY 2008			
Description	Vendor	Award	Date
Emergency Repair of PD Generator	Prime Power	\$ 13,702.00	07/02/2008

PURCHASING REPORT FOR MONTH ENDED JULY 31, 2008 AND JULY 31, 2007		
Activity	Fiscal Year 2008	Fiscal Year 2007
Purchase Orders / Requisitions Processed	249	238
City Store Requisitions Processed	10	8
Sealed Bids Requested	2	5
Requests for Proposals	0	1
Bids Awarded	2	1
Requests for Proposals Awarded	0	1
Contracts Prepared	2	2
Fixed Assets Purchased	4	6

INFORMATION TECHNOLOGY REPORT JULY 2008 AND YEAR-TO-DATE		
Activity	Current Month	Fiscal Year 2008
Work Orders Created	108	1,139
Work Orders Closed	100	1,118
Work Orders Open	8	21
Project Work Orders	104	909
Technical Support	108	1,139
Website Visits	109,782	751,970

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2008 MONTHLY REPORT**

	Jun. 08	Jul. 08	2008 FY-T-D	2007 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	2	4	26	24
Actual Business/Industrial Fires	2	1	10	9
Rescue/EMS Assist	156	175	1497	1448
Vehicle/Golfcart Accidents	17	13	173	225
False Alarms	22	40	247	263
¹ Other	28	29	285	277
Total Engine Response	227	262	2238	2246
 Dispatched Fire Calls	 60	 71	 572	 614
 Response Time Fire	 5:02	 4:41	 5:00	 5:00
RESCUE/EMS				
Trauma	38	35	298	352
Medical	134	153	1358	1425
Total # Patients	172	188	1656	1777
 Patients Transported	 91	 99	 792	 897
 Dispatched EMS Calls	 165	 194	 1672	 1623
 ² Total Medic Response	 221	 270	 2106	 2220
 Response Time EMS	 4:37	 4:28	 4:38	 4:34
 Dispatched Fire/EMS Total	 225	 265	 2244	 2237
EMS BILLING				
Patients Billed	91	96	781	763
 Revenue Generated	 *52,325	 *55,200	 389,843	 315,994
 ³ Total Revenue Received	 25,473	 4,688	 246,812	 226,359

¹Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

²Includes Fire Assist Responses

³Revenue Received on All Outstanding Accounts

*Estimated Revenue Generated in May, Council Approved Outsourcing effective May 1, 2008

LEISURE SERVICES MONTHLY REPORT

Jul-08

<u>Activity Description</u>	<u>Unit</u>	<u>July 2008</u>	<u>FY 2008 YTD</u>	<u>FY 2007 YTD</u>
Library				
Books Circulated	number	45,125	374,092	344,381
Internet Usage	visits	4,168	37,500	35,168
Computer Lab Use	hours	7	283	300

Recreation

Class/Program Revenue	\$	\$18,312	\$57,405	\$78,526
Playing Surface Mowing	hours	*0	1,385	2,888
Playing Field Preparations	hours	917	6,991	6,831
Building Maintenance	hours	540	4,712	4,450
Litter Removal	hours	328	2,863	3,048
Complaints answered	number	3	38	9

* Started Outsourced Sports Field Mowing in April 08. Will be zero from now on.

** Increased complaints centered around playground sand @ Bluesmoke and Huddleston Pond issues

**PEACHTREE CITY POLICE DEPARTMENT
2008 MONTHLY REPORT**

JULY 2008 JUNE 2008 2008 CYTD 2007 CYTD

PART I CRIMES

Criminal Homicide	1	0	1	0
Rape	0	0	0	0
Robbery	1	4	5	2
Aggravated Assault	1	2	4	5
Arson	1	0	1	0
Motor Vehicle Theft	6	9	56	44
Theft	42	30	218	161
Burglary	5	9	35	19
TOTAL PART I CRIMES	56	54	320	231

ALCOHOL/DRUG ARRESTS

DUI - TOTAL	20	14	112	119
DUI - ADULT	16	14	101	106
DUI - UNDERAGE	4	0	11	13

MINOR IN POSSESSION OF ALCOHOL	12	9	57	50
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DRUG ARRESTS:

MARIJUANA	16	9	56	33
METHAMPHEDIMINE	0	0	1	4
COCAINE	0	1	5	3
OTHER (opium, herion, etc)	1	0	2	7

ARRESTS

PROPERTY CRIMES	11	18	92	95
PERSON CRIMES	7	4	32	46
CITY ORDINANCES	67	37	247	265
TRAFFIC OFFENSES	39	29	271	353
OTHER	28	54	240	312

AVERAGE RESPONSE TIME	5.55	6.04	5.65	5.63
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CALLS ANSWERED	5,394	5,020	37,530	38,244
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TRAFFIC

CITATIONS ISSUED	692	533	4032	4457
WARNINGS	835	619	4855	4606
ACCIDENTS	92	84	672	691

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	6
HWY 54 / HUDDLESTON RD	3
HWY 54 / CROSSINGS EAST	2
HWY 54 / WILLOWBEND RD	2
HWY 74 / KELLY DRIVE	2

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	54
HWY 54 / PEACHTREE PARKWAY	17
HWY 54 / HUDDLESTON DRIVE	15
HWY 74 / KELLY DRIVE	13
HWY 74 / CLOVER REACH	12

PUBLIC SERVICES MONTHLY REPORT

JULY 2008

<u>Activity Description</u>	<u>Unit</u>	<u>July- 08</u>	<u>FY 2008 YTD</u>	<u>FY 2007 YTD</u>
Street Patching	Hrs.	184	1,412	1,863
Street Crack Sealing	Hrs.	84	373	560
Street Crack Sealing	Mi.	1.83	4.48	~
Street General Maintenance	Hrs.	217	3,854	1,643
Storm Water Maintenance	Hrs.	369	4,838	3,802
Cart Path Paving	Ft.	1,152	30,176	32,282
Cart Path Prepped for Paving	Ft.	3,835	32,451	18,341
Cart Path Litter Removal	Hrs.	94	1,130	1,275
Cart Path Drainage Maintenance	Hrs.	0	544	1,486
Cart Path General Maintenance	Hrs.	689	4,937	2,375
R.O.W. Mowing	Hrs.	723	2,944	4,064
R.O.W. Litter Removal	Hrs.	399	4,268	4,750
R.O.W. General Maintenance	Hrs.	362	5,456	2,451
Subdivision Entrance Maintenance	Hrs.	190	3,080	4,916
Landscape Maintenance	Hrs.	119	4,097	968
Landscape Planting/Mulching	Hrs.	0	2,484	2,254
Subdivision Sign Maintenance	Hrs.	14	364	757
Traffic Sign Maintenance	Hrs.	96	1,087	844
Vandalism Repairs	Hrs.	50	472	301
Vandalism Repairs	Dis.	2,442	13,081	4,528
Citizen Complaints Answered	Num	110	726	830
Community Service	Hrs.	24	258	96

RECYCLING SITE

Manhours	Hrs.	127	1,226	521
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PARTICIPANTS

Recycling	Num.	238	2,898	2,617
Composting	Num.	1,273	10,855	9,829
Mulch Pick Up	Num.	51	485	624

Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	62.75		

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager *BJM*

FROM: Paul J. Salvatore, Financial Services Director *P.S.*
Janet I. Camburn, Assistant Finance Director *JIC*

DATE: August 28, 2008

SUBJECT: Fiscal Year 2009 Official Intent Resolution
(Reimbursement Resolution)

September 4, 2008 Council Consent Agenda

Recommendation:

As a housekeeping item, that City Council adopt the attached Official Intent Resolution (Reimbursement Resolution) that allows the City to seek reimbursement through the financing process (lease/purchase) for budgeted expenditures made prior to the actual financing arrangements.

Discussion:

Following the adoption of the annual budget, the City prepares an Official Intent Resolution for Council adoption in order to include in future financing any moneys paid directly or indirectly by the General Fund. This resolution, in an amount not to exceed \$990,000, covers those lease/purchase items approved in the 2009 budget that are expected to be financed in two or three separate draws against the Master Lease Agreement beginning in fiscal year 2009. These separate financing arrangements (draws) will be brought back to City Council for final approval during subsequent fiscal years.

Budget Impact:

There is no specific budget impact in approving this resolution. Budget has already been approved as part of the 2009 budget adoption to cover the debt service payments for these projects when the actual financing occurs.

OFFICIAL INTENT RESOLUTION

WHEREAS, the City of Peachtree City (the "City") expects to obtain Lease/Purchasing financing (the "Obligations") through the Peachtree City Governmental Finance Corporation, Inc., in a principal amount not to exceed \$990,000 in fiscal year 2009 to finance the costs of acquiring and/or installing police vehicles, fire vehicles, SCBA upgrades and replacements, leisure services vehicles, and a small street sweeper (collectively the "Project"); and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys in its General Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund or moneys used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peachtree City, and is hereby resolved by authority of the same, as follows:

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for moneys used to pay expenditures related to the Project.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS _____ day of _____, 2008.

CITY OF PEACHTREE CITY

(SEAL)

By: _____
Harold K. Logsdon
Mayor

Attest:

Ann E. Tyler
Acting City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

I, **ANN E. TYLER**, Acting City Clerk of the City of Peachtree City, **DO HEREBY CERTIFY** that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of the City of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at _____ p.m., on the _____ day of _____, 2008, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye _____ Nay _____

WITNESS my hand and the official seal of the City of Peachtree City, this the _____ day of _____, 2008.

Ann E. Tyler
Acting City Clerk

(SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *B.M. Clark*
Developmental Services Director *W.K.*
City Engineer *David A. Borowski*

FROM: City Planner/ Zoning Administrator *David*

DATE: August 26, 2008

SUBJECT: SANY America - consider variance to wetland buffer encroachment
September 4, 2008 City Council agenda
(continued from August 21, 2008 City Council agenda)

Recommendation

Council grant a variance to the following ordinance sections pertaining to the stream, wetland and associated buffer encroachments as identified on the approved final site plan:

- Section 1004(b)(2) of the Watershed Protection Ordinance;
- Section 1005.4 (c)(15) of the Soil and Erosion and Sedimentation Control Ordinance;
and
- Section 1012.5.1 of the Metro North Georgia Water Planning District stream buffer protection ordinance.

This approval shall be contingent on the Applicant obtaining a variance from the Georgia Department of Natural Resources (GDNR) and a permit from the United States Army Corps of Engineers (USCOE) and submitting copies of these documents to City Staff for our records.

Discussion

The conceptual site plan for the SANY America facility on Cooper Circle was approved on March 24, 2008, and identified the schematic development of the overall site. The final site plan was submitted to and approved by City Staff and the Planning Commission Representative on July 17, 2008. Phase One of the overall development would include a 360,000 SF assembly building, a 100,000 SF distribution building, a 163,000 SF office building, associated parking, service drives and loading areas.

SANY America - consider variance to wetland buffer encroachment

August 26, 2008

Page 2

Due to the size and schedule of the project, Staff permitted the Applicant to begin clearing and preliminary grading on the property. However, the Applicant was also notified that several variances would be required for various city ordinances, as well as from the state for encroachments into established wetlands, streams and associated buffers in order for the development to proceed beyond preliminary grading activities.

The overall 228-acre tract of land borders Line Creek and its associated floodplain. Additionally, the property includes a series of interconnected wetlands, streams and associated buffers. The Applicant is proposing to fill 471 linear feet of an unnamed intermittent stream and 0.54 acres of associated buffer. The existing stream and associated buffer bisect the site and must be filled to accommodate grading for the proposed assembly buildings. The Applicant has submitted a stream buffer variance request to the GDNR for impacts to the 25' vegetated buffer on waters of the State of Georgia. Based on review procedures established by the Environmental Protection Division, the application is currently in a 30-day public advisory period. The purpose of this public advisory period is to provide interested parties with the opportunity to submit comments about the proposed stream buffer variance.

The Applicant has also applied for a Section 404 Permit from the USCOE, which allows impacts to waters of the United States, including open waters, streams and wetlands. The purpose of this permit is to allow disturbance to approximately 4.83 acres of existing wetlands.

In order to fill and/or disturb existing state waters, including associated buffers, the Applicant must first secure a variance from the GDNR and a permit from the USCOE, both of which regulate streams in the State of Georgia. In addition, the Applicant must secure variances from the City of Peachtree City, as we have adopted ordinances imposing additional buffering requirements adjacent to streams, state waters and wetlands within Peachtree City.

Variances from the following ordinance sections will be necessary:

Section 1004(b)(2) of the city's Watershed Protection Ordinance requires a 25' undisturbed buffer adjacent to all state waters. The ordinance defines state waters as:

Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, natural drainage systems which contain flowing water and which appear on the USGS Quad map, springs, wells, wetlands and other bodies of surface or subsurface water, natural and artificial, lying within or forming a part of the boundaries of the state which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation. Wetlands shall also be considered jurisdictional waters of the United States, as that term is defined by 42 USCFR and the regulations promulgated thereunder.

SANY America - consider variance to wetland buffer encroachment

August 26, 2008

Page 3

Section 1005.4 (c)(15) of the Peachtree City Soil and Erosion and Sedimentation Control Ordinance requires a 25' undisturbed buffer *"along the banks of all state waters, as measured horizontally from the point where vegetation has been wrestled by normal stream flow or wave action."*

State waters are defined in this ordinance section as *"Any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the state which are not entirely confined and retained completely upon the property of a single individual, partnership, or corporation."*

Section 1012.5.1 of the city's Metro North Georgia Water Planning District Stream Buffer Protection Ordinance requires a 50' undisturbed buffer and an additional 25' impervious surface setback adjacent to all streams. The ordinance defines streams as :

1. *The location of a spring, seep, or groundwater outflow that sustains stream flow;*
2. *A point in the stream channel with a drainage area of 25 acres or more; or*
3. *Where evidence indicates the presence of a stream in a drainage area of other than 25 acres, the city may require field studies to verify the existence of a stream.*

Our current ordinances do not include provisions to allow Staff to grant an administrative variance if the Applicant is successful in obtaining variances and/ or permits from the GDNR or the USCOE. As such, the Applicant has submitted an application requesting a variance from these ordinance sections (Attachments "A" and "B").

It must be noted we have known for some time the proposed development would impact a portion of the existing streams, wetlands and associated buffers on the property, but we were unable to determine the exact impacts or the specific variances until the final site plan was completed and approved.

Attachments



INTEGRATED
Science &
Engineering

July 25, 2008

Mr. David Rast, City Planner
Planning and Zoning Department
Peachtree City
153 Willowbend Road
Peachtree City, GA 30269

Re: **Wetland Buffer Variance Request**
Sany America Executive Headquarters & Assembly Plant

Dear Mr. Rast,

On behalf of our client, Sany America Inc., Integrated Science & Engineering (ISE) respectfully requests a variance to the 25' natural buffer area adjacent to wetlands as defined in Article X, Section 1004 (b)(2) of the Zoning Ordinance of Peachtree City. Sany America has applied for a Section 404 Permit from the United States Army Corps of Engineers (USCOE) which allows impacts to waters of the United States, including open waters, streams, and wetlands. In order to implement the proposed impacts, Sany America will encroach into the existing wetland buffers. ISE requests that Peachtree City relocate the wetland buffers outside the limits of construction to the future limits of the wetlands as submitted to the USCOE.

Attached are exhibits of the impacts to the existing wetlands and buffers and the future locations of each. We appreciate your consideration of the request. Please contact me at 678.817.6124 if you have any questions.

Sincerely,

Michael Haponski, PE
Senior Engineer

Enclosure: Ecological Site Plan & Wetlands Impact Plans

Attachment "A"

ATLANTA / SAVANNAH

105 MCINTOSH CROSSING, FAYETTEVILLE, GEORGIA 30214
(P) 770.461.4292 (F) 770.461.4801

WWW.INTSE.COM

RECEIVED JUL 25 2008

**PERKINS
+ WILL**

1000 Peachtree St. NE
Atlanta, GA 30309
404.525.2000
www.perkinswill.com

Executive
Headquarters &
Assembly Plant



SANY
1000 Peachtree St. NE
Atlanta, GA 30309
404.525.2000

1000 Peachtree St. NE
Atlanta, GA 30309
404.525.2000
www.sany.com
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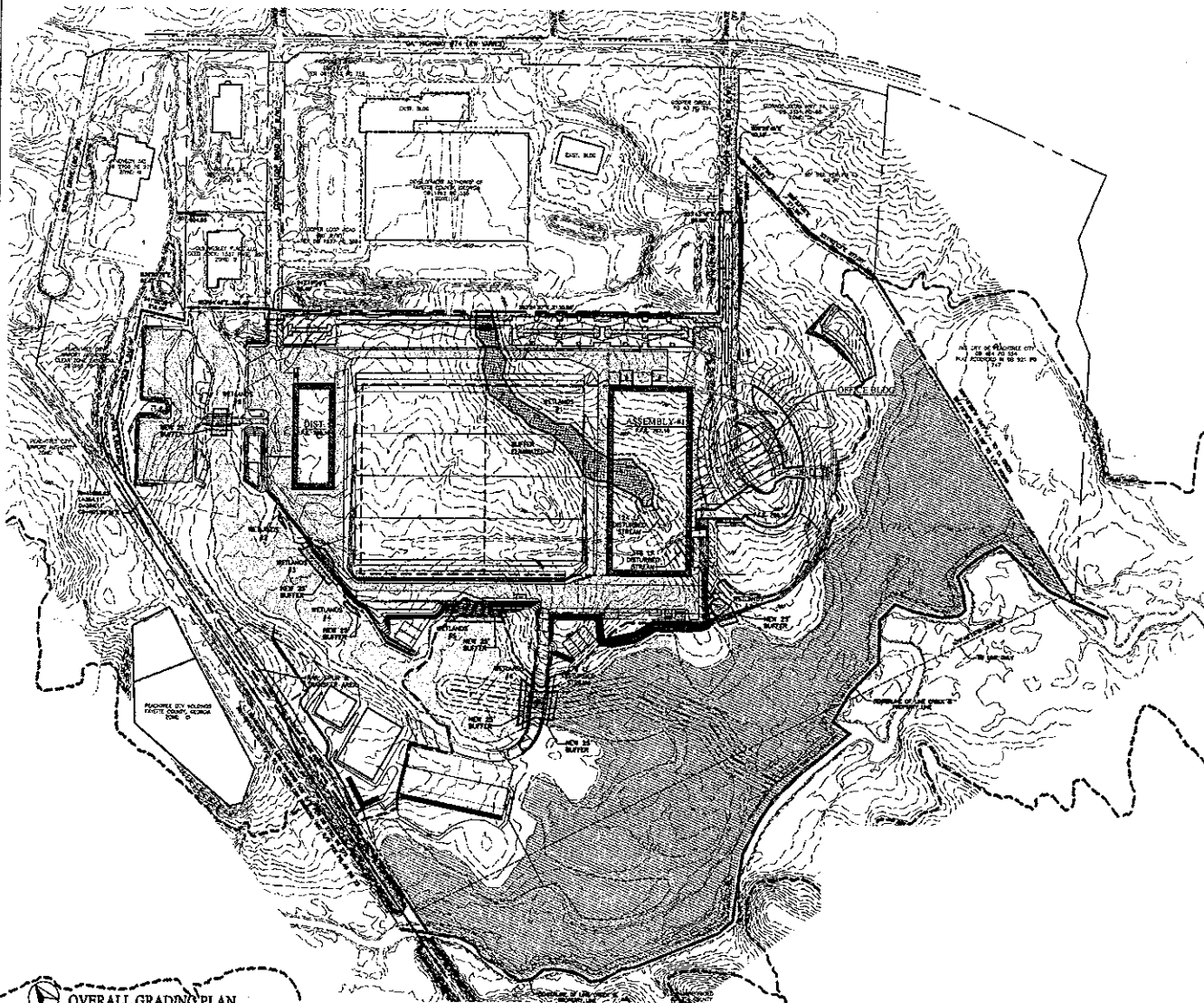


1	SEE PLAN 80 93	10/11/96
2	FIELD NOTES	10/11/96
3	KEY WETLAND DAMAGE STUDY/2000	
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ECOLOGICAL
SITE PLAN

C1

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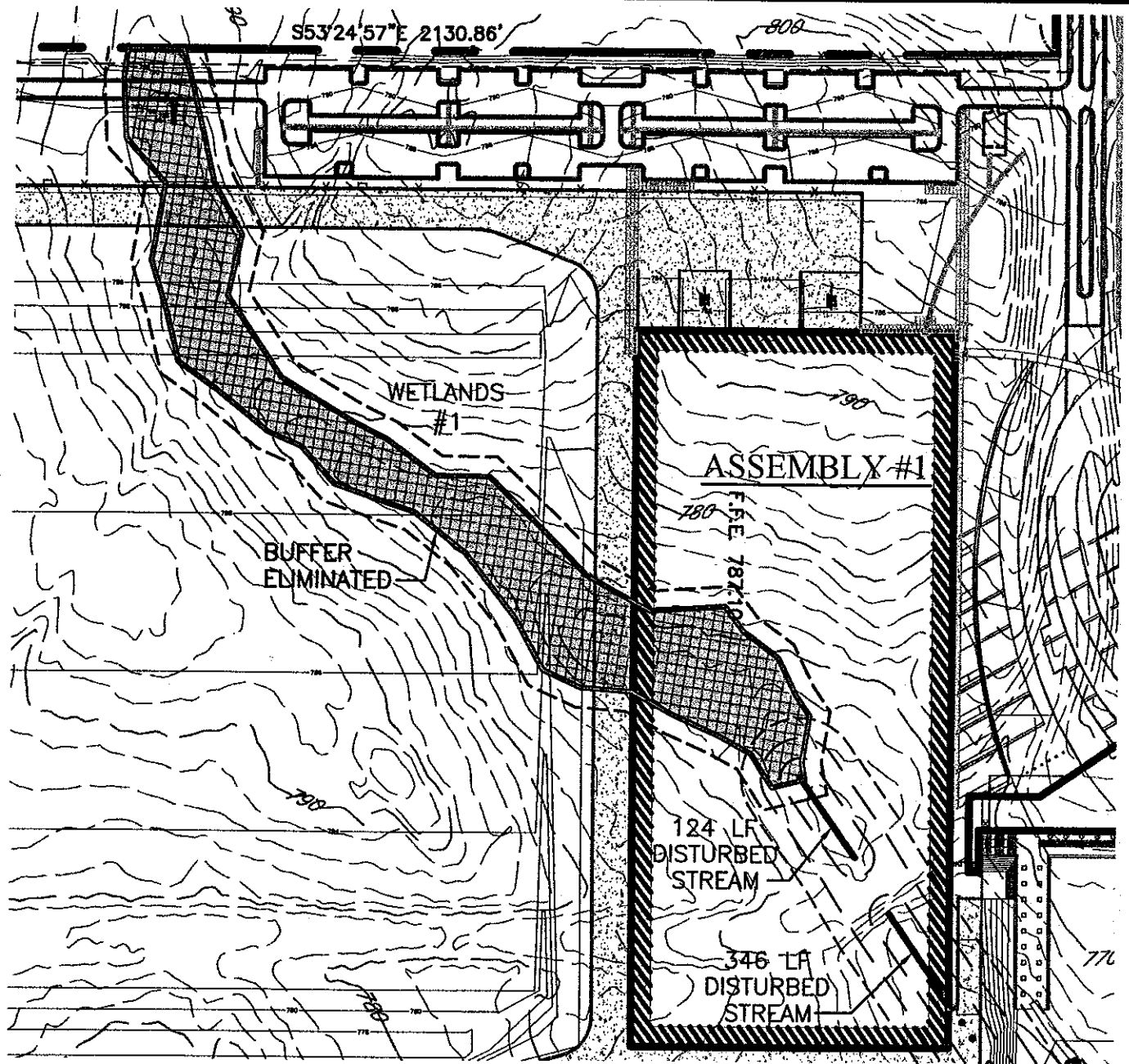
OVERALL GRADING PLAN
NORTH
SCALE: 1" = 20'

WETLAND IMPACTS

WETLANDS #1	2.81 ACRES
WETLANDS #2	0.01 ACRES
WETLANDS #3	0.38 ACRES
WETLANDS #4	0.03 ACRES
WETLANDS #5	0.83 ACRES
WETLANDS #6	0.21 ACRES
WETLANDS #7	0.21 ACRES
TOTAL	4.57 ACRES

SURVEY PLAN LEGEND :

- PROPERTY LINE - SEE PLAN FOR DETAILS
- LANDSLIDE LINE
- WET PROTECTION FENCE - SEE DETAIL ON SHEET C101
- EXISTING FIRE HYDRANT
- EXISTING POWER POLE
- EXISTING ROAD
- EXIST. CONTIGUOUS
- EXISTING TRAIL
- STREAM PER ECOLOGICAL SOLUTIONS INC.
- WETLANDS PER ECOLOGICAL SOLUTIONS INC.
- AREA WITHIN EXISTING 100 YEAR FLOOD PLAIN-100 YEAR FLOOD PLAIN SHOWS BASE FLOOD ELEVATION



WETLAND IMPACTS

	= WETLANDS #1	2.81 ACRES
	WETLANDS #2	0.02 ACRES
	WETLANDS #3	0.36 ACRES
	WETLANDS #4	0.03 ACRES
	WETLANDS #5	0.46 ACRES
	WETLANDS #6	0.63 ACRES
	WETLANDS #7	0.25 ACRES
	WETLANDS #8	0.21 ACRES
	TOTAL	4.77 ACRES

DRAWING NO.

C.2

WETLANDS IMPACT

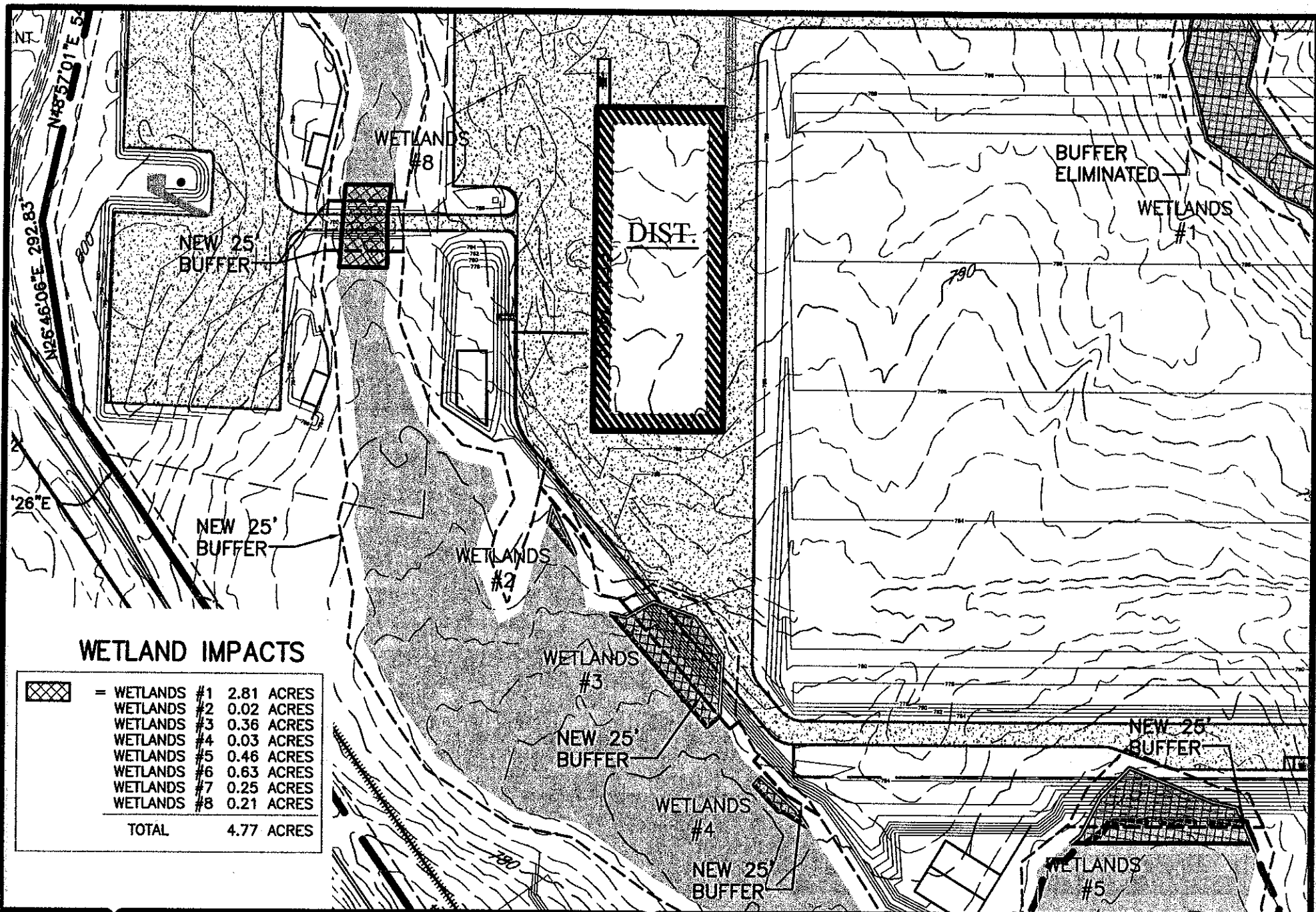
SITE DEVELOPMENT PLANS
FOR
SANY AMERICA, INC.
EXECUTIVE HEADQUARTERS
& ASSEMBLY PLANT

LOCATED IN LAND LOTS 43, 44, 45, & 46 OF THE 6TH DISTRICT, PEACHTREE CITY, GA.



INTEGRATED
Science &
Engineering

105 MONTGOMERY CROSSING, FAYETTEVILLE, GEORGIA 30214
913.770.461.4292 913.770.461.4801
ATLANTA / SAVANNAH



DRAWING NO.

C.3

WETLANDS IMPACT

SITE DEVELOPMENT PLANS
FOR
SANY AMERICA, INC.
EXECUTIVE HEADQUARTERS
& ASSEMBLY PLANT

LOCATED IN LAND LOTS 43, 44, 45, & 46 OF THE 6TH DISTRICT, PEACHTREE CITY, GA.

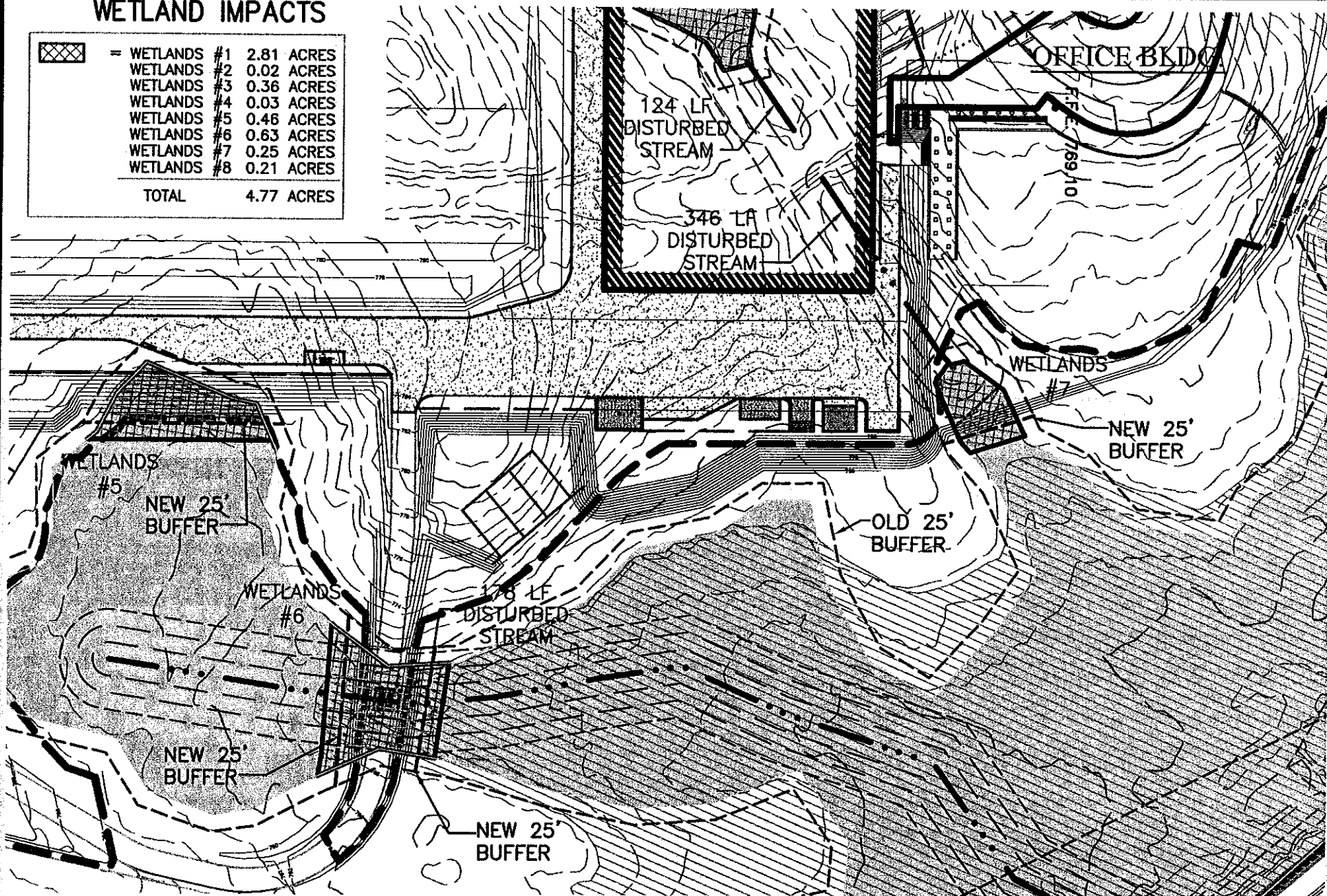


INTEGRATED
Science &
Engineering

108 MONTGOMERY CROSSING, FAYETTEVILLE, GEORGIA 30214
917.770.4811 / 4822 917.770.4811.4801
ATLANTA / SAVANNAH

WETLAND IMPACTS

	= WETLANDS #1	2.81 ACRES
	WETLANDS #2	0.02 ACRES
	WETLANDS #3	0.36 ACRES
	WETLANDS #4	0.03 ACRES
	WETLANDS #5	0.46 ACRES
	WETLANDS #6	0.63 ACRES
	WETLANDS #7	0.25 ACRES
	WETLANDS #8	0.21 ACRES
	TOTAL	4.77 ACRES



DRAWING NO.

C.4

WETLANDS IMPACT

SITE DEVELOPMENT PLANS
FOR

SANY AMERICA, INC.

EXECUTIVE HEADQUARTERS
& ASSEMBLY PLANT

LOCATED IN LAND LOTS 43, 44, 45, & 46 OF THE 6TH DISTRICT, PEACHTREE CITY, GA.

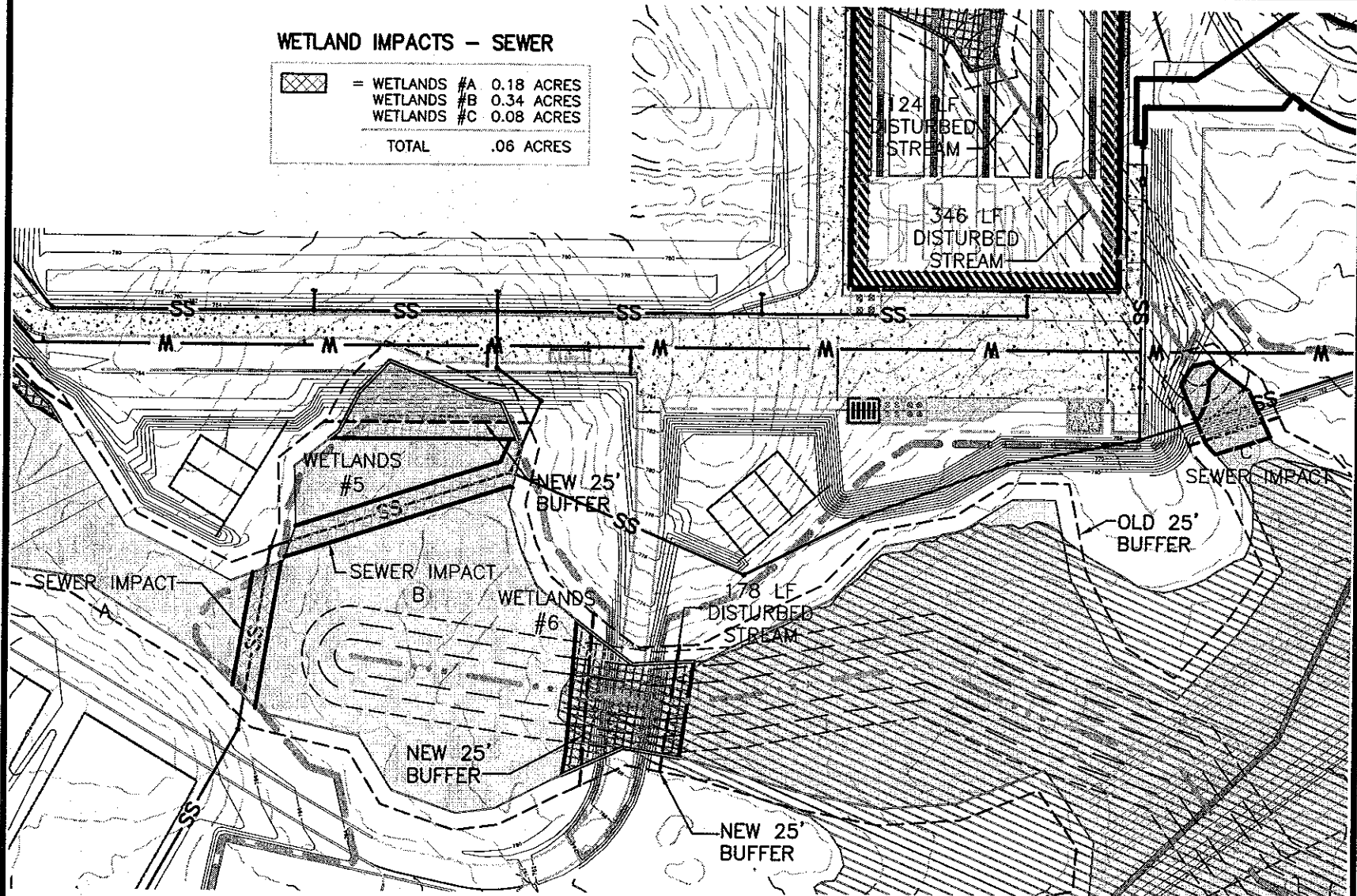


INTEGRATED
Science &
Engineering

108 MCINTOSH CROSSING, FAYETTEVILLE, GEORGIA 30214
(977) 461.4292 (977) 461.4801
ATLANTA / SAVANNAH

WETLAND IMPACTS - SEWER

	= WETLANDS #A	0.18 ACRES
	WETLANDS #B	0.34 ACRES
	WETLANDS #C	0.08 ACRES
	TOTAL	.06 ACRES



DRAWING NO.

C.5

WETLANDS IMPACT
SEWER REHABILITATION

SITE DEVELOPMENT PLANS
FOR
SANY AMERICA, INC.
EXECUTIVE HEADQUARTERS
& ASSEMBLY PLANT
LOCATED IN LAND LOTS 43, 44, 45, & 46 OF THE 6TH DISTRICT, PEACHTREE CITY, GA.

 **INTEGRATED**
Science &
Engineering
105 MCINTOSH CROSSING, FAYETTEVILLE, GEORGIA 30214
97 770.461.4292, 97 770.461.4801
ATLANTA / SAVANNAH



INTEGRATED
Science &
Engineering

August 15, 2008

Mr. David Rast, City Planner
Planning and Zoning Department
Peachtree City
153 Willowbend Road
Peachtree City, GA 30269

Re: **Stream Buffer Variance Request**
Sany America Executive Headquarters & Assembly Plant

Dear Mr. Rast,

On behalf of our client, Sany America Inc., Integrated Science & Engineering (ISE) respectfully requests a variance to the stream buffer areas adjacent to State Waters as defined in Article X, Section 1004 (b)(2) of the Water Protection Ordinance of Peachtree City, Section 1012.5.1 of the Metro North Georgia Water Planning District Stream Buffer Protection Ordinance, and Section 1005.4 (c)(15) of the Soil and Erosion and Sediment Control Ordinance. Sany America has applied for a 25 foot Vegetative Buffer Encroachment with the Georgia Environment Protection Division (EPD) which allows impacts to the Buffers adjacent to State Waters. ISE requests that Peachtree City grant Sany's request per the approved Site Development Plans and contingent upon approval from the Georgia EPD.

Attached are exhibits of the impacts to the existing stream buffers. We appreciate your consideration of the request. Please contact me at 678.817.6124 if you have any questions.

Sincerely,

Michael Haponski, PE
Senior Engineer

Enclosures: Stream Buffer Encroachment Plan
Georgia Department of Natural Resources – Environmental Protection Division
Application for a 25 foot Vegetative Buffer Encroachment

ATLANTA / SAVANNAH
105 MCINTOSH CROSSING, FAYETTEVILLE, GEORGIA 30214
(P) 770.461.4292 (F) 770.461.4801
WWW.INTSE.COM

Attachment "B"

GEORGIA DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

APPLICATION FOR A 25 FOOT VEGETATIVE BUFFER ENCROACHMENT

[Required to conduct Land Disturbing Activities within state mandated 25-foot stream buffer in accordance with the Erosion and Sedimentation Act of 1975, as amended, O.C.G.A. 12-7-6(b)(15).]

MAIL COMPLETED APPLICATION TO:

Erosion & Sedimentation Control Unit
Environmental Protection Division
4220 International Parkway
Suite 101
Atlanta, GA 30354
Telephone: (404) 675-6240

Owner's Name: (Person) Mr. Kevin Woods Telephone: (404) 685-8318

Company Name: Sany America, Inc.

Address: 1180 Peachtree Street NE, Suite 2618
Atlanta, Georgia 30309

Contact Person: Ms. Christina Schmidt Telephone: (770) 591-9990

Project Name: Sany America Site Total Project Disturbed Acres: 125

Type of Project: Industrial Development

Basis under which variance shall be considered (391-3-7.05 (2)(A-J)): H

Location of Project: City or County (not both): Peachtree City, Georgia

Detailed Directions to Project: From Atlanta, head south on Interstate 85. Take Exit 61 (Georgia Highway 74) and proceed south for approximately 15 miles until reaching Cooper Circle. Turn right onto Cooper Circle. The subject site is 228-acres in size and is bounded to the west by a CSX rail line and to the south by Line Creek.

(Attach Location Map and USGS Quad Sheet): Please see Figure 1

Name of Stream(s) involved: One unnamed intermittent stream which flows into a wetland located within the floodplain of Line Creek

(NOTE: If unnamed, indicate the stream that this tributary flows into).

Calculation of the total area of buffer disturbance: 0.54 acre

Calculation of the total linear feet of buffer disturbance: 471 feet

Signature: Christina U. Schmidt Date: 6/16/08

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *BWY/AAA*
Developmental Services Director *AW*
City Planner

FROM: City Engineer *David A. Borikowski*

DATE: August 29, 2008

SUBJECT: Sanitary Sewer Easement – New Meade Field Pump Station and Force Main
September 4, 2008, City Council Meeting

Staff met with Larry Turner, Manager of the Peachtree City Water and Sewerage Authority, and Jim Huffstetler, Senior Land Development Manager of SPP Commercial Group (Owner of Plantation Center property in the County) last week. Mr. Huffstetler said that the developer would not develop this property to a greater density than what the County had approved in the 2000 rezoning (copy attached). In order to increase this density, he would have to rezone again in the County, or annex into the City of Peachtree City.

Mr. Huffstetler and Mr. Turner both agreed to be at the September 4th Council meeting to answer questions.

08-08-20

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *Benjamin Miller*
Financial Services Director *P.S. Jr*
Assistant Financial Services Director *JC*
Purchasing Agent *one*
Developmental Services Director *CWA*
City Planner *David*

FROM: City Engineer *David A. Borowski*

DATE: August 13, 2008

SUBJECT: Sanitary Sewer Easement – New Meade Field Pump Station and Force Main
August 21, 2008, City Council Meeting

Recommendation:

Staff recommends that City Council authorize the Mayor to sign a sanitary sewer access, construction, and maintenance easement for a proposed pump station, force main and gravity sewer line at Meade Field.

Discussion:

In order to provide sewer service for the approved Somerby Development (under construction) and for potential future extensions to service the Fayette County Animal Shelter and adjacent parcels, the Peachtree City Water and Sewerage Authority (WASA) has been working on a master plan for the area (Figure 1). Figure 2 is a magnified portion of Figure 1. The master plan involves replacing the pump station that is currently adjacent to the southern baseball fields at Meade Field. The master plan also involves the construction of a force main and two gravity lines. The force main will take the sewage from the pump station to the Line Creek Treatment Plant. One of the gravity lines will bring sewage from the Somerby site to the pump station and the other line will bring sewage from potential future connections such as the Fayette County Animal Shelter, Starr's Mill Professional Center and adjacent parcels in Fayette County.

The master plan was designed to provide sewer to this area without building numerous pump stations. Sewer can be provided to Somerby, the Fayette County Animal Shelter, Starr's Mill

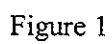


Figure 1

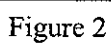


Figure 2

Professional Center and annexed property and the parcel to the east of Meade Field with just one pump station. If the design is changed more pump stations will be needed to service this area and Somerby will have to be redesigned.

Staff has reviewed and approved the pump station and force main plans. These plans cover the pump station construction, the force main construction from the pump station to the Line Creek Plant and one gravity line from the pump station heading east toward the parcel in Fayette County. The approved plans terminate construction at the City/County border to the east (Figure 3). Staff must still review the plans for the gravity line from Somerby to the pump station.

Meade Field Sewer Easement

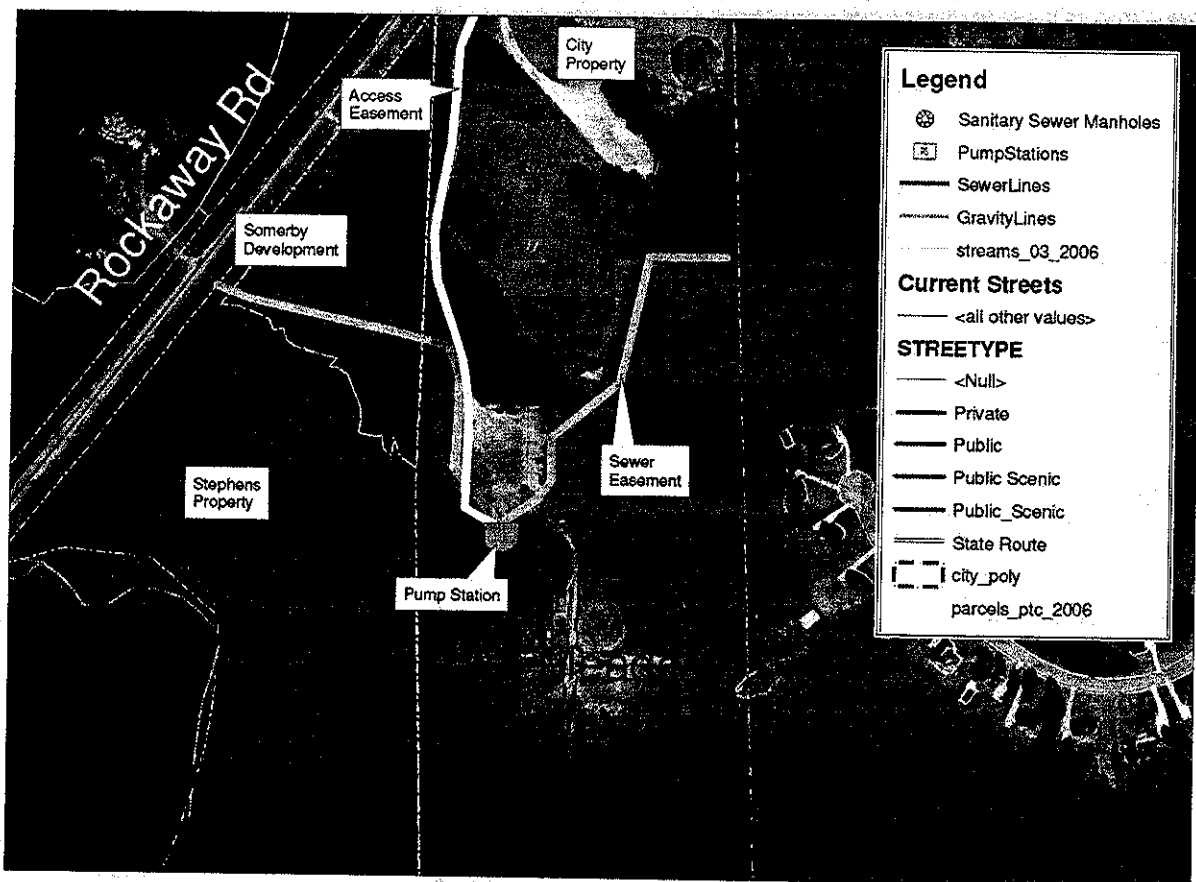


Figure 3

Staff has given a permit to Somerby to start land development contingent upon getting all necessary easements and State sewer approvals. No building permits will be approved until the above items are resolved.

State Law requires that once a public sewer is extended to within 200 ft of a property line the owner is required to connect to the sewer. It is staff's opinion that State Law will require the property owner to connect to sewer regardless of whether the County wants the sewer. The only control the County will have is in the Land Disturbance permit process, but they will not be able to deny the sewer access. Staff has contacted the County to ascertain their position on this as well.

This sewer extension may also enable the adjacent property owner to connect to sewer and not have to be annexed into the City.

Budget Impact:

There is no budget impact associated with this request.

Attachment

Sanitary Sewer Easement (with easement extending to the east)

cc: File

SANITARY SEWER EASEMENT

THIS Sanitary Sewer Easement is given this _____ day of _____, 2008, by the City of Peachtree City, a political subdivision of the State of Georgia (hereinafter "Grantor") to The Peachtree City Water and Sewerage Authority, a political subdivision of the State of Georgia (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of said property as shown and described in Deed Book 258, Page 706, Fayette County, Georgia, Records; and

WHEREAS, the Grantee has requested that the Grantor grant and convey to the Grantee a temporary construction easement and a permanent easement over, upon, across, under and through a portion of the property of the Grantor for the purpose of constructing, operating, maintaining, repairing, inspecting, and reconstructing sanitary sewer lines and appurtenances and the Grantor has agreed to do so.

NOW, THEREFORE, the Grantor, For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has given, granted and conveyed, and by the presents does give, grant, and convey unto the Grantee, its successors and assigns, the temporary and permanent right, privilege and easements to construct, operate, maintain, repair, inspect and reconstruct sanitary sewer lines and appurtenances over upon, across, under and through the above referenced property of the Grantor, said permanent and temporary easements being described as follows:

PERMANENT EASEMENT: A nonexclusive permanent easement for purposes of constructing, operating, maintaining, repairing, inspecting and reconstructing a sewer pump station and sanitary sewer lines, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required, and for purposes of inspecting and performing appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies, and together with the full right of access to and egress from said permanent easements. Said permanent easements consisting of 0.93 acres.

TEMPORARY EASEMENT: A nonexclusive temporary easement for purposes of constructing, and inspecting sanitary sewer lines, together with the full right of access to and egress from said temporary easements. Said temporary easements consisting of 0.37 acres.

Said permanent and temporary easements being shown on the Easement Plat and Legal Description for Peachtree City Water & Sewerage Authority dated June 26, 2008 prepared by Integrated Science and Engineering and attached hereto as Exhibit A and made a part hereof.

The Grantee agrees to restore the topography of said easement area after installation of the sewer lines and appurtenances to as near as possible to the same condition as existed before said installation.

The Grantor shall have the right to pass over and upon said permanent easement with appropriate roadways for the full use of their property, provided, however that the construction, maintenance and use of said roadways shall in no way interfere with the sewer lines and appurtenances constructed within said easement. As to paved roads, the Grantee, in future repairs or maintenance of said sewer lines and appurtenances, shall only be responsible for regravelling, tamping and patching the portion of said paved roads disturbed by such work. As to non-paved roads, the Grantee shall only be responsible for regravelling and tamping in connection with any repairs or maintenance.

The Grantor shall not construct any permanent structure that would interfere with the maintenance or repair of the sanitary sewer in the permanent easement or place any additional fill within the permanent easement, without permission of the Grantee and shall not allow any additional utilities within the permanent easement except with approval of the Grantee.

TO HAVE AND TO HOLD said permanent easement unto said Grantee, its successors and assigns, upon the terms and for the time period's set forth above.

The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of said lands and premises and has full right and power to convey these easements to the Grantee, and that said lands and promises are free from any and all encumbrances, and that they will and their successors and assigns shall forever warrant and defend the title to said easements unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

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

ATTEST:

OWNER:

By: _____
Printed Name

By: _____
Printed Name

Signature

Signature

SEAL

Peachtree City (Recreation Area)

Legal Description

Revision 1

All that tract or parcel of land lying and being in Land Lot 30, 6th District, Fayette County, Georgia, reference is made to the plans entitled "South Peachtree City Pump Station #36, prepared by Integrated Science and Engineering and dated May 29, 2008 and being more particularly bounded and described as follows:

Commencing at a point marked by an axle found at the common corners of Land Lots 29, 30, 32 and 33 as shown on said plan; thence running South 73 degrees 13 minutes 49 seconds East for a distance of 1889.45 feet to a right-of-way monument located on the southeasterly right-of-way of Rockaway Road; thence South 36 degrees 57 minutes 58 seconds West for a distance of 149.29 feet along the southeasterly right-of-way of Rockaway Road to a point at the intersection of an 8 inch Force thence along the center of the 8 inch Force Main Line through property belonging to Dominion Partners, LLC South 57 degrees 26 minutes 28 seconds East for a distance of 35.71 feet to a point; thence along a curve to the left having a radius of 30.00 feet and arc length of 10.54 feet, being subtended by a chord of South 67 degrees 30 minutes 05 seconds East for a distance of 10.48 feet to a point; thence South 77 degrees 33 minutes 43 seconds East for a distance of 469.08 feet to a point; said point lies on the common property line with a parcel belonging to the City of Peachtree City and the **True Point of Beginning**; Thence along the center of the 8 inch Force Main Line also being the center of a 20 foot easement (10 feet on each side) the following calls: South 77 degrees 33 minutes 43 seconds East for a distance of 33.04 feet to a point; thence along a curve to the right having a radius of 50.00 feet and arc length of 57.68 feet, being subtended by a chord of South 44 degrees 30 minutes 39 seconds East for a distance of 54.54 feet to a point; thence South 11 degrees 27 minutes 36 seconds East for a distance of 33.98 feet to a point; thence along a curve to the right having a radius of 30.00 feet and arc length of 5.38 feet, being subtended by a chord of South 06 degrees 19 minutes 32 seconds East for a distance of 5.37 feet to a point; thence South 01 degrees 11 minutes 28 seconds East for a distance of 86.40 feet to a point; thence along a curve to the right having a radius of 30.00 feet and arc length of 5.59 feet, being subtended by a chord of South 04 degrees 08 minutes 37 seconds West for a distance of 5.58 feet to a point; thence South 09 degrees 28 minutes 42 seconds West for a distance of 114.25 feet to a point; thence South 37 degrees 03 minutes 02 seconds East for a distance of 195.75 feet to a point; thence South 07 degrees 56 minutes 58 seconds West for a distance of 15.19 feet to a point at the intersection of the 8 inch Force Main Line and a chain link fence enclosing a lift station; thence along said fence South 82 degrees 35 minutes 20 seconds East for a distance of 16.12 feet to a point at the intersection of an 8 inch Gravity Sewer Line; thence along the center of the 8 inch Gravity Sewer Line also being the center of a 20 foot easement (10 feet on each side) the following calls: North 45 degrees 49 minutes 47 seconds East for a distance of 158.90 feet to a Sanitary Sewer Manhole; thence North 03 degrees 19 minutes 01 seconds East for a distance of 119.06 feet to a Sanitary Sewer Manhole; thence North 51 degrees 07 minutes 05 seconds East for a distance of 205.67 feet to a Sanitary Sewer Manhole; thence North 11 degrees 36 minutes 43 seconds East for a distance of 330.59 feet to a Sanitary Sewer Manhole; thence North 89 degrees 59 minutes 59 seconds East for a distance of 185.34 feet to a Sanitary Sewer Manhole; thence North 84 degrees 24

minutes 07 seconds East for a distance of 12.61 feet to the point of termination at the line bordering the boundary between the City of Peachtree City and Fayette County.

Said easement also encompasses from the True Point of Beginning South 00 degrees 37 minutes 53 seconds West for a distance of 11.96 feet; thence along the center of an 8 inch ductile iron gravity sewer line also being the center of a 20 foot easement (10 feet on each side) the following calls: South 44 degrees 01 minutes 55 seconds East for a distance of 97.58 feet to a sanitary manhole; thence South 04 degrees 20 minutes 05 seconds West for a distance of 182.54 feet to a sanitary manhole; thence South 37 degrees 03 minutes 02 seconds East for a distance of 240.55 feet to a sanitary manhole.

Said easement also encompasses an area bounded 4 feet outside the chain link fence bordering a Sewer Lift Station located on Peachtree City property as shown on Exhibit A.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *B. M. News*
Financial Services Director *P.S.*
Assistant Financial Services Director *J.*
Purchasing Agent *Cave*
Developmental Services Director *W. S.*
City Engineer *David A. Bonkasho*

FROM: Stormwater Manager *MS to MC*

DATE: August 27, 2008

SUBJECT: Bridlepath Multi-Use Path Realignment
September 4, 2008 City Council Agenda

Recommendation:

Staff recommends that City Council award the bid for the construction of the Bridlepath Multi-Use Path Realignment to Guthrie Construction, Inc., of Tyrone, Georgia, for their lump sum bid amount not to exceed **\$206,127.15**.

Discussion:

The City is realigning the path in this area due to recurring flooding of the existing path. The new path will run parallel to Peachtree Parkway in order to cross the stream. On July 21, 2008, the City of Peachtree City solicited bids from contractors for the path upgrade. In addition to mail solicitations, the City advertised the bid on July 24 and August 6, 2008 in the City's legal organ. Ten (10) contractors attended the mandatory pre-bid meeting held on August 7, 2008. Six (6) bids were received, opened, and reviewed on August 26, 2008. The bid results were as follows:

Guthrie Construction, Inc.	\$206,127.15
Tople	\$298,425.00
C.S. Britton, Inc.	\$368,000.00
Brent Scarbrough & Co., Inc.	\$371,594.74
McCoy Grading	\$378,678.03
Cline Service Corp.	\$481,850.00

Page 2

Bridlepath Multi-Use Path Realignment

August 27, 2008

During the bid submittal process, it was noted there was a minor irregularity with the low bidder regarding a requirement in the bid. In particular, the bid specifications required each bidder to submit the A1 certificate which evidences the proper certification for soil erosion issues. While the bid specifications indicated that a failure to submit the A1 certificate would result in the bid not being considered, at least two (2) bidders failed to submit the certificate. The low bidder, Guthrie Construction, Inc., was one of the two (2) bidders that failed to submit the certificate. That certificate was provided to the City after the bid opening.

Staff requested the City Attorney to review the irregularity in the bid and provide staff an opinion. The City Attorney considered it to be a minor irregularity which, under the City's specifications, can be waived. Clearly, the fact that Guthrie had an A1 certificate, but failed to submit it, factored into this conclusion by the City Attorney. If Guthrie did not have the required certification, that would not have constituted a mere irregularity.

Therefore, staff recommends that City Council award the bid of **\$206,127.15** to Guthrie Construction, Inc., which includes 15% contingency for any change orders

Budget Impact:

If approved by City Council, funds totaling \$206,127.15 are available in the Stormwater bond account 521-4250-54-1412 for these expenses.

cc: City Engineer's File

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council
VIA: Bernard McMullen, City Manager *BTM / cwm*
FROM: Edwin Eiswerth, Fire Chief *EE*
DATE: August 25, 2008
SUBJECT: Consider GEMA Statewide Mutual Aid and Assistance Agreement
September 4, 2008 City Council Meeting

Recommendation:

That the Mayor and Council authorize the Mayor sign the Georgia Emergency Management Agency Statewide Mutual Aid and Assistance Agreement.

Discussion:

Presently, Peachtree City has Mutual Aid agreements in place for Fire and EMS but none for public works, engineering, leisure services, etc. This Statewide Agreement meets these additional requirements. The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resources shortages, community disorders, insurgency, or enemy attack.

During our recent "emergency exercises," Capt. Nelms (Fayette County EMS Director) asked that Peachtree City revisit adopting the agreement. Peachtree City is one of the few municipalities in the metro Atlanta area, and the only one in Fayette County, that has not signed it.

Operationally, staff believes having this Mutual Aid agreement signed and in-place will help ensure the City has access to needed resources from GEMA during a crisis. The City Attorney has reviewed the agreement and has no problems with the agreement as written.

Budget Impact:

There is no impact on budget. During a declared "disaster," the requested reimbursement from the state and federal government could be enhanced because we have signed the Statewide Agreement.



GEORGIA EMERGENCY MANAGEMENT AGENCY
STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT



The State of Georgia is vulnerable to a wide range of natural or man-made disaster/emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act the Agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency (GEMA). For purposes of this agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, sometimes called the "Statewide Mutual Aid Agreement."
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.
- (3) "Assisting Party" means a Participating Party that provides assistance pursuant to this agreement during a disaster or emergency.
- (4) "Authorized Representative" means a Participating Party's employee who has been authorized in writing by that party to request, to offer, or otherwise to provide assistance or an employee of the Georgia Emergency Management Agency designated by its Director under the terms of this agreement.
- (5) "Participating Parties" means the several counties and municipalities of this State or combinations thereof that have become parties to this agreement by their approval and execution of this agreement.
- (6) "Requesting Party" means a Participating Party that requests assistance pursuant to this agreement during a disaster or emergency.

Any term or expression not defined in this agreement shall have the meaning specified in the Georgia Emergency Management Act and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE II
GENERAL PURPOSE

The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resource shortages, community disorders, insurgency, or enemy attack.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care

and welfare of the people in the event of any local emergency or disaster declared by the Governor shall be the underlying principle on which all articles of this agreement shall be understood.

In the event a conflict between any provision of this agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the agreement, the Director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, for which a state of emergency has been declared, the Director of Emergency Management for such Participating Party or his/her authorized representative may request assistance from another Participating Party by contacting the Director of the Georgia Emergency Management Agency. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue.

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.

(3) The specific place and time for staging of the assisting party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for such political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will come under the operational control of the emergency services authorities of the Requesting Party unless the Director of GEMA or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state of emergency has been declared and shall continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

(a) This agreement shall become operative immediately upon its approval and execution by the Georgia Emergency Management Agency and any two political subdivisions of this State; thereafter, this agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

(b) Any Participating Party may withdraw from this agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

(c) Copies of this agreement shall, at the time of their approval, be deposited with each of the Participating Parties and with the Georgia Emergency Management Agency.

ARTICLE X GEORGIA EMERGENCY MANAGEMENT AGENCY

GEMA shall act as the coordinating entity under this agreement. Nothing herein shall limit any authority of the Governor or the Director of the Georgia Emergency Management Agency under articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this agreement which may conflict with actions taken pursuant to such declaration shall be superseded by any such act or actions.

ARTICLE XI TERM OF AGREEMENT

This agreement shall expire on January 7, 2012. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent ten-year term shall extend the term of this agreement for ten years. Each ten-year extension shall constitute a separate agreement.

ARTICLE XII
VALIDITY

This agreement shall be construed to effectuate the purposes stated in Articles II and III hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

County/Municipality

Director of Georgia Emergency
Management Agency

Authorized Representative

Date

Date

**CITY OF PEACHTREE CITY
DONATIONS RECEIVED
JULY 2008**

POLICE DEPARTMENT

Peachtree City Optimist Club	Police COIN Fund	\$	500.00
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KEEP PEACHTREE CITY BEAUTIFUL

Big Daddy's Oyster Bar	KPTCB		200.00
CH realty IV/Peachtree Partners	KPTCB		100.00
Mike & C's Family Sports Grill	KPTCB		50.00

LEISURE SERVICES DEPARTMENT

Atlanta Bread Company	Memorial Day-bagels	*	35.96
Bank of Georgia	Memorial Day-water	*	10.00
Bank of North Georgia	Memorial Day-water	*	20.00
Kroger at Braelinn	Memorial Day-gift certificates	*	40.00
Publix at Wilshire Pavillion	Memorial Day-orange juice	*	32.00
Starbucks at The Avenue	Memorial Day-coffee	* n/a	
WalMart of PTC	Memorial Day-gift card	*	25.00

TOTAL MONTH OF JULY 2008	\$	1,012.96
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*In-Kind Donations(previous month)