**MINUTES OF JOINT WORKSHOP
WITH MEMBERS OF THE CITY COUNCIL OF PEACHTREE CITY
AND PLANNING COMMISSION
June 7, 2011**

A joint workshop with members of the City Council of Peachtree City and the Peachtree City Planning Commission was called to order in the City Hall Council Chambers at 6:30 p.m. on June 7, 2011. Those present were Mayor Don Haddix and Council members Kim Learnard, Vanessa Fleisch, and Erik Imker; Planning Commission Chairman Patrick Staples, Vice Chairman Lynda Wojcik, and Commissioners Horace Batiste and David Conner. Also present were the Community Development Director, Mr. David Rast; the Planning Coordinator, Mr. Anthony Bernard; and the Recording Secretary, Ms. Jennis Rice. Chief Skip Clark and Sgt. Kay Crider from the Police Department were also in attendance.

Mr. Rast explained that there were three items on this agenda. Staff was asking for feedback and hopefully direction from City Council as to how to move forward with two of the items, the proposed alignment of the MacDuff Parkway multi-use tunnel path connection and the proposed amendments to the tree removal permit process. The third item would provide information relative to the status of the Comprehensive Plan Update.

Proposed Amendments to the Tree Removal Permit Process.

Mr. Rast stated that the tree removal permit process had been a struggle for some time, trying to come up with something that was agreeable to the majority. He provided a little bit of background which he noted had probably been heard several times before:

- The ordinance had been updated in 2004.
  - Prior to that time, the city had a lot of problems with rogue tree removal companies and there was nothing in the ordinance that required any follow-up with the tree removal companies. As a result, the ordinance was changed as follows:
    - Permits were required for any tree over 3" in caliper;
    - Tree removal companies operating within the city limits were required to register with the City and provide insurance information and additional documents that were kept on file;
    - Expiration dates for permits were established as well as penalties for not cleaning up the area.
    - Penalties were enhanced for removing vegetation and trees within greenbelts and city-owned property. Previously there was nothing on the books to unilaterally enforce this; it had been handled on a case-by-case basis.

Mr. Rast stated that enforcement of the Tree Ordinance had been a hot potato the past couple of years. The way the ordinance was written, it was administered through the City Planner's office. However, in the past three to four years, this responsibility had been assigned to Code Enforcement who was subsequently transferred to the Police Department; then to the Building Department while one of the Code Enforcement officers was on medical leave; and then went back to Code Enforcement.

Mr. Rast explained the way the permitting process worked. When someone wanted to remove trees from their property, they would submit an application by fax, in person, or online. Once received, one of the Code Enforcement Officers input the information to the GovQA database and visited the property to look at the trees that had been marked for removal. They also ensured that, if there was an active HOA, they had their approval They photographed the trees and then came back to the office to input this information into the database. This was done for each individual permit and was a very time-consuming process. He noted this was mostly recordkeeping because very few tree removal requests for residential property were denied.

Mr. Rast further stated that the ordinance was written in a way that Staff really did not have the ability to deny a permit unless it was a specimen or protected tree. Even then, if the homeowner could provide a letter from an arborist that said the tree was in danger of falling or posed a hazard, they were allowed to remove it. Staff had spoken with the City Attorney and had done some research about the City's liability if someone was denied the ability to remove a tree from their property and then it fell on their car, their neighbor's property, etc.

Several months ago, it was reported to City Council that since mid FY 2010, more than 7,000 permits had been issued and had resulted in over 43,000 trees being removed from residential property. One of the arguments was that Staff did not document how many trees were replanted. Mr. Rast thought it was a pretty good bet that 43,000 trees had not been replanted.

Mr. Rast further stated that Staff had researched ordinances from various jurisdictions to see what other communities were doing. They found there was no clear-cut answer as to how jurisdictions were administering tree removal:

- A lot of them were doing away with the permitting process all together because of the staffing levels and the time it took to administer them.

- The other extreme was jurisdictions that had certified arborists on staff and tree boards where it was a very complex process to get approval.

Mr. Conner had spoken to a local tree company who mentioned how strict the cities of Fairburn and East Point were to the point that someone could be put in jail for cutting trees. The police actually enforced their ordinances.

Mr. Rast stated that the intent was to find a way to strengthen the City's ordinance without over-burdening Staff because we were limited in our ability to enforce the ordinance. The options Staff had come up with included the following:

- Leave the ordinance as it was and let the current process remain.
- Do away with the process all together.
- Establish education programs for residents.
- Establish limits to the number of trees that could be removed in a calendar year.
  - This was suggested in 2004 or 2005 but was not well received by the public or the City Council at that time. They felt this was infringing on personal property rights.
  - Logistics and tracking would be extremely difficult for Staff with the reductions there had been.
  - Most recently, there had been discussion about establishing a permit fee for tree removal permits to try to recoup some of the costs associated with staff time.

Mr. Rast provided the following suggestions which were based on a lot of the research that had been done. This was a place to start and could be monitored to see how they worked; if necessary, modifications could be made:

- Currently, the ordinance required a tree removal permit for any tree over 3" in caliper. Oftentimes, though, a request to remove 30, 40, or 50 trees only included five or six that were good sized.
  - A tree removal permit for 55 trees recently came in for Smokerise subdivision; however, Mr. Rast noted that a significant amount of those trees were 3" in caliper and less.
  - Code Enforcement inspected and photographed each of these trees for their records.
  - Staff's suggestion was to increase the size to 6" so that anything less than 6" in caliper would not require a permit, but any tree over 6" would require a permit.

- The ordinance would still require that a letter from a certified arborist be provided if it was a specimen or protected tree, i.e., the larger pines, larger maples, and larger hardwoods. These were trees we would prefer to keep and were identified in the ordinance.
  - Council Member Learnard asked what the arborist's letter said. Mr. Rast said it basically said that in their opinion, this tree might or might not fall and it would be in the homeowner's best interest to remove it. He was not aware of ever having received an arborist's letter that said the tree was in perfect health and should not be removed.
  - Ms. Wojcik thought it would make more sense for the City to contract with an arborist who would be more impartial. The homeowner would pay the fee for the City Arborist to come out and inspect their trees. Mr. Conner noted that this would still bring the liability to the City; Ms. Wojcik agreed.
    - Council Member Learnard wondered whether the property owner would be able to remove the tree if the arborist determined it was healthy. Mr. Rast stated that the way the ordinance was currently written, the City could not deny them the ability to remove a perfectly healthy tree. In view of that, Council Member Learnard and Ms. Wojcik did not see the sense in requiring a letter from an arborist.
    - Council Member Imker asked whether the homeowners' association (HOA) could deny it. Mr. Rast said they could.
    - Mayor Haddix thought homeowners gave HOA's their authority when they signed their closing papers. In contrast, City ordinances were imposed on them.
    - Ms. Wojcik did not think this was any different than her being told she could not have chickens in her yard, even though she wanted fresh eggs. There were rules residents of Peachtree City had to follow.
  - Mr. Staples pointed out that the difference with tree removal was that it was a liability issue.
  - Mr. Rast pointed out that there were jurisdictions that required minimum tree credits for their properties. Whatever property owners did to their yards, they still had to maintain a certain number of tree density credits. He thought this was one way to resolve this issue but these jurisdictions had arborists and staffs in house and we did not.
  - Mr. Batiste was concerned about the way the responsibility of inspection was being moved from one person to another person to another person. He had no idea what it cost time-wise for the City to monitor that particular office, but Chief Clark and Sgt. Crider said they had figured that out. Mr. Batiste thought

they would be able to figure out what permit fees would be required; he felt the costs should increase proportionately if there were more trees.

- Chief Clark noted that they did not turn down very many permits. As part of the permit process, they photographed what the property owner was proposing to do and then, when the job was completed, what they had done. Without standards, all they were doing was providing documentation which did not change what was being cut down. He noted that 99.9 percent of the time, the permits were issued.
  - Mr. Batiste thought the administrative costs and those associated with the officers and their vehicles should be paid by the persons receiving the services.

Mr. Rast further stated that some jurisdictions were actually asking for documentation of the size and species of trees that were being removed. These were communities that had active tree banks and funding for tree replacement. Council Member Learnard asked where these jurisdictions got the money for this function. Mr. Rast explained that some communities allowed retail developers who could not meet the tree replacement requirements on the property they were developing to bank trees in the city fund. In essence, they were paying the city not to have to meet their landscaping requirements.

Council Member Learnard wondered about residential development. Mr. Rast was only able to find tree banks for commercial development.

Mayor Haddix thought HOA approval should be part of all processes (variances, permits, etc.) and should be submitted at the time of application. He thought this would save a lot of staff time. Council Member Learnard wondered if people who were in an HOA were being treated differently than those who were not. Mayor Haddix did not think so.

Mr. Staples liked this idea because it pushed the accountability for monitoring to the HOA where it was most relevant. He also thought the whole process should be automated which would cut down on staff time. Council Member Learnard wondered if there was a system that was working and could apply to Peachtree City.

Mr. Rast stated that the City of Newnan had a stringent tree removal process for residential and commercial development. The ones that were working were the ones that had people dedicated to enforcing the ordinance. Our situation was that we were stretched too thin doing what we did. If we created an ordinance that would require more staff time to administer, that would take Code Enforcement Officers away from their other duties.

Ms. Wojcik thought a permit fee of $25 or $30 would probably pay for a part-time arborist for the city. Averaging 10,000 trees per year, that was a fair amount of money.

Mayor Haddix thought HOA approval was critical and should be included with the initial application.

Mr. Conner liked the building permit process and thought payments and HOA approvals should be automated. If the process was not automated, staff would have to be involved.

Council Member Learnard thought that if the City was going to start denying people the right to cut down a tree, that philosophy should be examined. If not, should property owners be required to keep their tree density by replanting? The current situation was that we were spending a lot of man-hours documenting trees that had been cut down.

Council Member Learnard also pointed out that there had been no discussion about beefing up protection for the greenbelts. She could point to places on Lake Peachtree where people had obviously taken trees out to improve their view. Since their fine was only $200, they continued to do this. If nothing else, she thought Council and the Planning Commission should take a hard look at how the greenspaces could be protected. This was a no-lose situation. She thought a fine of perhaps 10 times the penalty should be invoked if a property owner was found guilty of taking trees out of city greenspace. This would provide a balance and allow homeowners to decide what was right on their own property, permit free.

Mayor Haddix felt that property owners who took out all of their trees damaged the value of the homes around them. Neighboring homeowners also had the right to protect their home values.

Ms. Wojcik agreed and noted that the City also did not allow residents to plant tomatoes and corn in the front yard.

Ms. Beth Pullias, a resident of Kedron Village, said this was a difficult decision because a lot of people felt the city had a responsibility to ensure the city remained a Tree City and that we prioritize our treesave, whatever the cost. If that was the priority, the city needed to pay to ensure this was done. On the other hand, there were those who thought nobody had the right to tell them what they could do on their property. However, people chose to live in Peachtree City and if the City decided on something, these people should live with it or leave.

Mr. Conner asked what the consensus was. Did the City have the ability to tell a property owner he could not remove a tree from his yard? Mr. Rast noted that the City did not currently have the ability to do that.

Mayor Haddix wanted to know where the balance was between the homeowner's rights and the rights of the rest of the city or his neighbors.

Ms. Pullias thought this was a valid point and that balance was the key. However, there always would be a range of people who thought both ways. The city needed to decide how important this was and then enforce it. The main problem right now was enforcement.

In response to an inaudible comment made by Council Member Imker and Ms. Pullias' comment about lack of enforcement, Mr. Rast confirmed this was not in any way an inference to city staff. There were numerous comments affirming that was not the case; the problem was there were no rules that could be enforced.

Mr. Rast thought the proposed ordinance would enable the City to deny some tree removal permits. He also thought the tree density credits that were allowed in some jurisdictions should be explored further. If adopted citywide, it would enable us to say that everyone had to do it, whether mature trees or newly planted trees. He noted this was not so much about bringing revenue to the city but ensuring tax money was not being spent across the board for a couple of people.

Mr. Staples thought it only made sense to have a fee although this was a disincentive for people to participate in the permitting process.

Mr. Batiste thought the fee should be tied to the number of trees being removed.

Mr. Conner understood the average call to a tree removal company was for less than seven or eight trees. There usually was one big one but while the tree company was there, some of the smaller ones would also be removed. He suggested a tiered structure might be appropriate and liked the idea of mimicking the building code permits. He thought this was better than spreading the costs to everyone.

Mr. Rast noted that East Point only required permits for specimen trees.

Council Member Imker wanted to know how much a new tree cost and who would determine where it would be planted. The cost was dependent on the size, but it was estimated an average tree would cost approximately $100.

Ms. Wojcik would like to see some of the permit fees go into a tree fund for the city to replace trees in greenbelts where homeowners had cleared out the area.

Council Member Imker proposed that the ordinance be changed to require a permit for trees greater than 6" caliper. He also wondered why all of the paperwork was on the city.

He proposed the homeowner provide the following items as part of the permit process:

- A picture of the tree showing the circumference and species (the picture should show a tape measure around the tree).
- Proof the trees were on their property. If it was found the trees were not on their property, they would have to pay a 10 or 25 percent penalty fee.
- A letter of approval from their HOA.
- For specimen trees, a letter from a certified arborist should be provided; no one from staff should have to inspect the trees.
- Staff would then make a record of the information provided.

Council Member Imker was in favor of property owners either paying a permit fee or replacing trees one for one. He was up for allowing them to replace the tree without paying a fee or the City assigning a fee if they did not want to replace it; this would be in lieu of the permit fee. He also thought the current policy of the city not being involved in determining whether the tree should come down should continue. There had been a few incidences over the past 50 years, but he did not think the city should overreact. He did not like the idea of a density credit as it would be another complication and more work for the city.

Ms. Wojcik thought there should be a provision for emergency situations where trees needed to be removed.

Council Member Imker noted that by requiring the above items be provided by the person who wanted to remove the tree, 99 percent of the work the city was currently doing would be eliminated. If HOA approval was not included, the permit would not be issued.

Mr. Staples liked the premise of a fee schedule but thought it must be related to the activity itself and the burden of staff and could not be arbitrary. He wondered if there should be a uniform permit fee and something else to address the tree credit. He deferred this to the City Attorney. If this structure worked, he was good with it.

Council Member Imker thought the fee should be a maximum of $25 to remove a specimen or protected tree and $10 for other trees. Mr. Conner wondered how trees that met the size requirement but were not identified as specimen or protected would be handled. Council Member Imker thought the fee for those trees should also be $10. This new fee schedule would generate approximately $100,000 a year which would go to a fund to replant trees. Ms. Wojcik thought this would be a good thing because there were a lot of trees in the city that should be replaced.

Council Member Fleisch asked about the numbers relative to the cost. Sgt. Crider did not have the figures in front of her, but she said it was about the current salary of one of the Code Enforcement officers.

In response to comments about specimen trees, Mr. Rast stated that the ordinance defined both specimen and protected trees.

Council Member Fleisch thought the tree services would provide this information as part of their service. Mayor Haddix said that was what he would prefer. Council Member Imker thought the responsibility of obtaining the permit should belong to the homeowner. If they wanted their contractor to get it, they could. Mr. Conner said the building permit process worked the same way.

Mr. Rast explained that the ordinance defined a protected tree as any deciduous canopy tree 15" in diameter, any evergreen canopy tree 18" in diameter, or any understory tree 4" in diameter. Council Member Imker thought a protected tree could be any tree over 30".

Mr. Conner liked the idea of a contracted arborist who could look out for the city's best interests. Mayor Haddix wondered what point there was in sending an arborist out if they were going to be able to cut down the tree anyway. The only reason to send out an arborist would be if they could prevent the tree from being cut down. He thought the City Attorney should be asked about whether "acts of God" or "nature" would exempt the City from liability. He had no problem with the 6" caliper. His only question was whether there was any protection provided for the neighbors. Council Member Imker said there currently was not.

Mayor Haddix was a firm believer in HOA's, but the problem was that if only one homeowner out of 50 said "no," the answer would be "no."

Council Member Fleisch asked what kind of input staff had gotten from the City Attorney. Mr. Rast thought Mr. Meeker was waiting for the next round of the ordinance to come through.

Mr. Conner pointed out that when a healthy tree fell on a home, insurance would cover the loss. However, if a dead one fell, they would not. He thought the same concept would apply. Mayor Haddix thought the issue of the potential liability against the city was possibly being spun too heavily.

In general, Mr. Staples liked Council Member Imker's proposal. He would like to continue to fine tune the size of the trees. He thought the size requirement for specimen trees that were understory should be reduced. Council Member Imker suggested that there be a $25 fee to cut down any specimen tree. Mr. Staples thought this was a vast improvement over the current process.

Mr. Conner thought "caliper inches" should be used since this was the industry standard. However, Council Member Imker and Ms. Wojcik thought citizens were more familiar with "circumference" or "diameter" than caliper inches or dbh (diameter at breast height).

Chief Clark asked whether homeowners were going to do all of this without any follow-up by the City.

Mr. Staples thought most of the time it was just time wasted for City Staff to go out and re-inspect when the job was finished. He did, however, think it would be appropriate for the homeowner to provide physical documentation, before and after pictures.

Ms. Wojcik thought there should be follow-up after the fact to ensure only the permitted work was done. If more than that was done, there should be a penalty. Part of that money should go to pay City staff and the rest should go into the tree fund for replacement of trees in the city that had been removed.

Council Member Learnard suggested these permits be handled like the burn permits were handled; the homeowner called to register their address.

Mr. Conner disagreed. He thought this was just a glorified tree tax and that the city should come up with something that kept people from cutting trees.

Council Member Fleisch thought this process just encouraged counting but now we would be charging people to cover the costs of counting the trees. There would be fewer permits because of the increase in caliper inches, but this was not a conservation permitting process.

Mayor Haddix said he wanted the following:

- The tree companies to do it, not the citizens, because they had more at stake to document accurately;
- The liability aspect to be checked on; and
- To see if there was a way to protect the neighbors and justify the causes.

Without that, he felt this was pointless.

Council Member Imker stated that the only way we could prevent trees from being cut down was to include it in the ordinance. He did not think we were at that point. Mayor Haddix thought that was where we needed to go.

Mr. Batiste pointed out that when too many trees were removed, runoff increased, temperatures in the area increased, and aesthetics were affected. He thought Peachtree City was one of the prettiest places he had ever seen.

Council Member Imker suggested this proposal be implemented while they continued to think of ways to write something more.

Mr. Staples agreed with that. Although this might not have much teeth, there were no fewer teeth than what we had now and it increased the chance the HOA would be involved as well as individual accountability. It also allowed flexibility and did not increase the City's liability.

Mr. Batiste said the environmental concerns were at the forefront for him. Mayor Haddix agreed that stormwater and environmental concerns were being neglected. Removing trees added a burden to our stormwater system and increased daytime temperatures.

Council Member Imker agreed but thought this much of the ordinance could be implemented now and they could continue working on the other concerns. He thought this should be implemented at the City Council meeting on July 21.

Ms. Wojcik thought there should be a timeline. This portion of the proposal should be implemented immediately and a time frame should be set to come up with a proposal as to how they would say "no" to people.

Mayor Haddix was frustrated because this was his second Council that had been fighting this issue; it had been years.

Ms. Pullias did not think they had enough information to make any changes to the ordinance that were going to matter. She thought if this was implemented, people would not comply but would cut down whatever they wanted to. She did not see how they were going to track the penalties since no enforcement was laid out. This was a city problem and affected the entire city. She did not think they should put a band aid on this problem but that it should be done correctly. Council Member Imker thought this was going to take a long time. There was not time at this meeting to come up with reasons to deny permits. Ms. Pullias thought it was necessary to do so.

Mr. Conner thought tree removal permits for specimen trees over a certain size should not be approved unless the City-designated arborist determined there was a reason the tree was not healthy.

Council Member Imker thought the process should be kept simple.

Ms. Mary Giles, a resident of Braelinn Village, stated that when they moved to Peachtree City 15 years ago, they were concerned about a large tulip poplar tree that might come down on their property. They called the City and were referred to the County Extension Service. A certified arborist came out, at no cost to them or the City, and examined every tree they asked him to. She wondered if the County Extension Service had an arborist the city could rely on. Mr. Rast stated he did not know whether there still was an arborist at the Fayette County complex. Ms. Giles suggested looking into that possibility first as they would be a neutral party. If an arborist was not available from the County, Ms. Giles wondered if a certified arborist, or one or two tree companies that operated in the city, should be consulted on this issue to see what they thought would be right for the city.

Mr. Conner noted that he was not a licensed forester or arborist, but he had a degree in Forestry. Council Member Imker wanted to get something on the books as soon as possible. Mr. Staples also thought something should be implemented. If marked areas of improvement were found, they should be implemented, and then continue working on this issue.

Ms. Giles stated that in some neighborhoods where there was no HOA, the issue was not getting your neighbor to stop taking down the trees but rather getting them to take down trees. The number one reason people refused to take trees down was the cost. She thought this should be taken into consideration because adding an arborist fee could be a detriment to certain homeowners.

Council Member Fleisch asked whether the City had ever required an arborist letter. Mr. Rast stated that a few years ago, the City started requiring an arborist's letter for a protected or specimen tree but until then this had not been a part of our ordinance. He noted that in the past, Pathway Communities/Peachtree City Development Corporation (PCDC) might have had such a requirement when they were involved in the tree removal permit process. Council Member Fleisch felt they were spinning their wheels on this. She would like more information from East Point and how their process had changed.

A Peachtree City resident, who did not identify herself, stated that one of the reasons they bought their house on Hip Pocket when they moved here in 1978 was because of the beauty of the dogwood trees on this road. At that time, there was a very strict ordinance that allowed them to remove one tree per year with approval. She read a note she had written to Mr. Rast in 2006. In the note, she asked how it was possible that an ordinance was passed on December 2, 2004, that made no provision for limiting the clear-cutting of hardwood and cone-bearing trees on residential property. The only criterion was to have a 90-day permit signed at City Hall.

This resident was interested in this issue because in the past she had neighbors who had taken down approximately 21 trees so they would have an unencumbered view of the lake, and shortly thereafter, another neighbor removed 12 trees from their property. The worst thing for her was when a neighbor who moved here from Arizona decided to remove 38 trees from their property and two months later decided he did not like Georgia and moved back to Phoenix. She felt removal of these trees had changed the eco-structure of her yard; plants and trees had died because they had gone from deep shade to full sun.

Mr. Rast explained in the letter he sent to her that due to resistance from some in the public to the portion of the original proposal which would have restricted the removal of existing trees on residential property to no more than five trees per year (30" caliper), it was not included in the final recommendation to City Council. She resented the fact that a minority could come in and change the rules and urged the city to remember why people moved here.

Mayor Haddix thought there had to be some kind of preservation.

Council Member Imker suggested the following be part of the tree removal permit application:

- A picture of the tree's circumference;
- Information as to whether this was a protected tree;
- Proof that the tree was on their property; and
- An approval letter from their HOA.

Mr. Conner liked the idea of having an arborist; without an arborist, he felt this was a "tree tax." He did not oppose having a tree tax to pay for an arborist, the benefit being that an arborist would not support taking down a healthy tree of a certain size.

In response to a scenario Ms. Wojcik suggested, Mr. Rast stated that a tree removal permit was not required for a swimming pool or an accessory building because they were considered part of the development. A letter from an arborist was not required unless the tree was a specimen tree.

Council Member Fleisch asked how often people had been cited under the current ordinance. Sgt. Crider said it was rare; citations were usually overturned by the judge because homeowners typically said it was a safety issue.

Council Member Imker thought this was a waste of Code Enforcement's time.

Mr. Rast pointed out that there was language in the ordinance that if someone was caught removing trees without a permit, instead of the fee, they could be cited and taken to Municipal Court where another realm of citations would be involved. He further explained there also was language where if someone was clearing out a greenbelt or opening up views of the lake, City Staff could make recommendations to the Municipal Court relative to the fine. This had been effective.

Mr. Rast did not know whether we would ever have a perfect ordinance but he thought we needed to start with something. He said he would find his notes from the Advisory Board and noted that the proposed ordinance was a lot more stringent than what was approved because four or five people spoke against it at the City Council meeting. He was fairly certain that the limitation of one tree per year involved a PCDC covenant, rather than the City.

Mayor Haddix noted that this had been discussed in 2008, 2009, 2010, and now 2011. The discussion had been the same, and they had gotten nowhere.

Ms. Wojcik thought all of these suggestions should be incorporated into the ordinance now and this topic should be revisited in six months to incorporate more rules. She thought there had to be a way to deny a tree removal permit. The Mayor agreed, adding that the following were needed:

- Clear cut legal statements on liability where it was an act of God;
- Clear cut definitions of a specimen tree;
- Clear ways to deny a permit; and
- Clear penalties.

Mayor Haddix thought the onus should be on the tree removal company rather than the homeowner; they should be the ones pulling the permit. It was agreed that if the homeowner was not going to remove the tree himself, the tree removal company should pull the permit

Mr. Rast noted that the ordinance, as currently written, did not prohibit anyone from taking down the tree themselves. However, if that work was contracted out, they must use a tree removal permit company approved by the City.

The unidentified resident read a portion of a letter she received from Mr. Rast in 2004 where he explained that the language in the ordinance had been helpful to City Staff in working with individual property owners to explain the benefits of leaving natural vegetation on their property as well as monitoring the various tree removal companies operating in the city. She was not in favor of trying something for six months to see what would happen; she thought a decision should be made. She also suggested real estate agents be made aware of the restrictions on tree removal.

Council Member Imker reiterated that he felt something needed to be done now and then follow that up with specifics about the various reasons a permit could be denied. He did not think the follow-up proposal could be ready for the City Council meeting of July 21 but was expecting to see the initial proposal on that agenda.

Council Member Learnard asked how this proposal compared to what the City of Roswell was doing. Mr. Rast would have to look that up. He noted that Roswell, Sandy Springs, Milton, and some of the newer communities were hitting this issue head on. Ms. Wojcik suggested taking an existing ordinance that preserved the trees better than what our ordinance did and adopting the same thing. Mr. Rast said he would do some research on the other ordinances and, if there was other language that was more restrictive, he would send it out via e-mail. He appreciated the input that had been provided.

Proposed Alignment of the MacDuff Parkway multi-use tunnel path connection.

Mr. Rast explained that this project was identified several years ago as part of the Livable Centers Initiative (LCI) plan. There was a gap between one of the path connections and the tunnel underneath MacDuff Parkway.

To provide a little history, Mr. Rast stated that when MacDuff Parkway was being designed, Staff realized there needed to be a grade-separated crossing. They worked with the developers to design and construct a tunnel which was built as part of the road construction project, but the tunnel connections had not been installed. As part of the LCI study, Staff came up with a plan working with the developer of the retail on the north side of SR 54 and the owners/managers of the Camden Apartments. However, there had never been a firm commitment for them to construct the paths so the City was left with an unfinished connection to the tunnel.

Mr. Rast further described the development in the area and noted this was a very challenging site with headwalls on either side which meant there was a stream that was piped as part of the construction, a portion of which went under the access road and accepted water from the highway. There was also a pipe for a stream that went underneath MacDuff Parkway to the detention pond and ultimately through Wynnmeade to Wynn's Pond. There was an active stream that flowed through the property. There were also some extreme slopes of about a 20' to 25' grade difference between the access road and where the path connections needed to be. He said there were a lot of issues with the site which was in a very tight space.

A concept had been presented to Council several months ago, trying to designate some funding for this path. That concept was developed by the consultant for pricing purposes and would require retaining walls and a barrier wall next to the back of curb.

Mr. Conner thought this would be a dangerous corner coming out of the tunnel. Mr. Rast agreed.

Mr. Rast added that there was a portion of the path that would be on the property belonging to Camden Apartments. He met with Ms. Diane Cordell, Camden's property manager, about this prospect. He noted that it would be an understatement to say she was not thrilled in the least about this prospect because locating a portion of this path on their property would wipe out all of the landscaping, irrigation, and lighting they had installed and maintained. She was also very concerned about people who were not residents of the apartments having more direct access into the apartments. As a result, Staff went back to the consultant and looked at other options. Mr. Rast noted there were wetlands associated with the stream that crossed through this area and they had been delineated. Some geotechnical work had been done, and the possibility of a long wooden boardwalk was ruled out because of the cost and the subsurface.

Bridging the wetland area with a pre-manufactured bridge was another concept that had been considered. Mr. Rast noted that this had been done in other areas of the city. The path would come out of the tunnel providing direct vision across. There would be an asphalt path that would run along the length of the property and tie into an at-grade crossing.

Mr. Rast further stated that Staff then walked the property with Ms. Cordell and Camden's regional and national property managers. This was the alignment they preferred, and it left the entire frontage intact. From a safety standpoint, it separated the path from MacDuff Parkway and took the users to an at-grade crossing where they could utilize the path that was there. Ms. Cordell asked that a security fence and some landscaping be installed along the edge of the path near the first building to provide more separation for the units with balconies in that area.

Mr. Staples, as a resident of Cardiff Park who was intimately familiar with this area, felt Option 2 was the only remotely viable option. He was a huge golf cart path advocate who felt connectivity in the city should be optimized but he was not sure the use of this path would justify its cost. Mr. Conner said he would use it. Council Member Learnard thought this area brought hemispheres together.

Mr. Staples knew that people went through Cedarcroft subdivision, and he did not know why anyone would choose to use this path instead of cutting through Cedarcroft and using that path that emptied into Wal-Mart and Home Depot. Ms. Wojcik thought people would choose this path because there would be more trees and it would be prettier than going through Cedarcroft. Council Member Learnard noted that people wanted the quickest route and also pointed out that legally no one was allowed to cut through Cedarcroft.

Mayor Haddix pointed out that there were no cart paths in the final phase of Cedarcroft, and all of the cheaters where people were breaking through had been shut down. Mr. Staples said he was not talking about the cheaters and pointed out that the most traversed section of the cart path in the city was the Cedarcroft connection to Wal-Mart. If this stayed open, the quickest and best route for the vast majority of the people in Wynnmeade, Centennial, etc., would be through Cedarcroft. Mayor Haddix pointed out that if we ever got the west Gateway bridge, it would be different. Mr. Staples agreed.

Mr. Staples hoped he was wrong, but he thought the users of this particular connectivity would be dramatically diminished as long as the current state prevailed.

Mayor Haddix did not think anyone at this workshop was more intimately acquainted with Cedarcroft than he was. There had been countless meetings with homeowners and the developer about this cart path connection. He noted that since Phase 3 of Cedarcroft was built and the cut-thru's were closed, the complaints from Cedarcroft that the users of the golf cart path were driving between their homes had stopped. Now they were on the streets and did not drive between the homes.

Mr. Staples did not understand why people did not go through Cedarcroft even when the paths were disconnected. Ms. Wojcik thought it was dangerous to cross MacDuff.

Ms. Pullias agreed with Mr. Staples that until there was a gateway bridge, this path would not be used. She thought it was a waste of money to build this now if there was no gateway bridge. She used this path all the time to get to Wal-Mart and could not imagine using the tunnel instead.

Mayor Haddix noted with the gateway bridge, there would be no reason for people to go through Cedarcroft. Ms. Pullias agreed and pointed out there was no gateway bridge now. Mayor Haddix added that business owners in this area were drooling over getting this tunnel connection because it would enhance their businesses.

Ms. Pullias agreed with Mr. Staples. She thought the path made perfect sense when the gateway bridge was installed. There was no point without it. Mr. Staples was in favor of this connectivity, but not now. It needed to be coupled with the entire integration. He could see that the shop owners would be in favor of this, but he thought people would take the shorter route rather than the tunnel.

Mayor Haddix felt that people who lived in the apartments would use the tunnel rather than cross MacDuff. Mr. Staples pointed out that the apartment residents had direct connectivity to the access road already. However, he did agree that theoretically they could use the tunnel.

Mr. Conner asked whether the Commission was to discuss whether or not to do this or to choose an option. Mr. Rast stated that Staff needed guidance, one set of opinions.

Mr. Rast explained that funding ($156,000) had been set aside for Option One with the retaining walls. At $185,000, Option Two (pre-manufactured bridge) was more expensive. The design drawings for Option One were probably 80 percent complete, but this had been put on hold when it was found the apartments were not in favor of it. He noted that Camden was pretty much in favor of Option Two, and they were discussing the potential of donating the easement to the city with the understanding we would put up the fence, landscaping, etc.

Mayor Haddix suggested everyone step back and think about the options. In response to a question from Council Member Learnard, Mr. Rast stated that Staff needed to know what option to proceed with. The bid documents could then be finalized for that option and the easement documents provided to Camden. Once final construction drawings were submitted, a more detailed cost estimate could be done.

Council Member Learnard thought it was reasonable to proceed with the easement. Ms. Wojcik suggested that be done now and that the rest be put on hold until we know we will have a bridge. Mr. Staples preferred that Council determine the timeframe since they controlled the purse strings. Mayor Haddix confirmed that everyone was in favor of Option Two. He thought more time was needed to think about the other issues that had been raised.

Mr. Conner wondered if the boardwalk that had been discussed and whether there would be a poured foundations or drainage piles. Mr. Rast said it would be drainage piles, similar to what they had done at Flat Creek at a cost of approximately $480,000 due to the access and the unsuitable soil.

All of the members of City Council and the Planning Commission were in favor of Option Two and agreed that Staff should at least get the easements now. This would provide time for everyone to think and also for Staff to get some final numbers.

There was additional discussion, but the comments were inaudible.

In response to comments made by Council Member Imker, Mr. Staples stated that there were probably many other uses for this money today where the City would get more cart path traffic bang for their buck.

Mr. Rast asked whether Staff should stop planning and noted that this path was identified in the LCI Master Plan. As part of the Multi-Use Path Master Plan, Mr. Bernard had spent a significant amount of time rating the paths; this particular path had one of the lower ratings. Mr. Rast wondered why Staff spent time coming up with these documents and priorities. Mr. Staples thought the planning for this path was still relevant and that it would be a great connection when the bridge was installed.

Mr. Conner did not think it was a good idea to build a cart path outside of the city limits. He did not think the path to take Cedarcroft to Home Depot was ever intended to be an artery. He thought it would be responsible to follow through with this plan whether 100 people used it and 1,000 people cut through Cedarcroft. Mayor Haddix thought there would be a lot more than 100 people using this.

Council Member Fleisch noted that there was a city ordinance that said that if a path was available, people should not be on the road. Mayor Haddix did not think this was enforceable.

Council Member Learnard thought we should get the easements for the future. She also pointed out that there was a lot of groundwork, planning, and headway with Camden that could go away if we waited until another day. She thought the artery needed to happen and that we needed to keep our momentum. Option Two had been chosen and these plans needed to continue. The Mayor agreed fully.

Council Member Fleisch noted that the number of carts on the bridge even during the cold spell last January showed the amount of activity in this area historically.

Mayor Haddix also noted that when he met with GDOT, the gateway bridge was on the reject list. This connection was one of the arguments he used as part of the major interchange for filtering out to the whole city to get them to move this from Rejected all the way to Constrained. If the City backed away from this, we would toss the bridge out the window. Mr. Staples said if that was the case, it added incremental value to this project that had not been considered. He requested City Council think about this and possibly traverse the area. He also asked that they not only consider the immediate connections but also laying out the case for people going all the way to The Avenue to use that connection. If a route was problematic, it would deter people from using it. He hoped it would be used.

Council Member Imker thought we should move foward with the easement. However, he was not prepared to spend $100,000 now for something that might not be needed. Mayor Haddix said that decision on the funding would be made in the future.

Pending Update to the City's Comprehensive Plan and the Tentative Schedule for Completion.

Mr. Rast provided an update as to where we were with this. House Bill 86 had been vetoed by the Governor, and there still was a Comprehensive Plan requirement. The Department of Community Affairs (DCA) had been charged with coming up with the new guidelines. They were forming a task force to try to come up with something that was more acceptable to local governments throughout the state.

Mr. Rast spoke to Mr. Jared Lombard at the Atlanta Regional Commission (ARC) who indicated DCA was going to allow municipalities whose plan updates were due in 2011 and 2012 to request a five-year waiver.

Mr. Rast and Mr. Bernard had been going through the documents the City had prepared in 2007 and 2008 and updating them with current information from the 2010 census as well as a very detailed inventory that had been prepared of all the tracts of land in the city. The data was more real than what they had previously. Staff was still waiting on some updates from a couple of departments to put into the Community Assessment and had also been talking with the City Manager about how to tie the Comprehensive Planning effort into the Strategic Planning effort. In a lot of ways they needed to be done simultaneously and obviously related to each other. They were also still trying to figure out how to move both of these forward at the same time.

Mr. Rast said he and Ms. Nikki Vrana, the Administrative Services Director, had met with some representatives of a consulting firm that had done some strategic planning work for some jurisdictions in metro Atlanta. They had gotten some good insight from them and would be sharing this information with the City Manager in the next week or so.

Mr. Rast stated that in the past Staff had worked with a citizen advisory board on the media assessment and the community participation program. The attendance was robust at the start but trickled to just a few members at the last meeting. He asked for some feedback on that. From a staff level, the advantages were that:

- There would be more of a cross section of the community.
- These types of workshops were more productive because the members were decision makers.

The worst thing about putting together a task force was spending the time to come up with a recommendation and then being told by City Council that they did not want to do that. He cited the tree ordinance and the multi-use path master plan as examples.

Mr. Rast noted that there were critical decisions that needed to be made by the City as a whole, the Planning Commission, and City Council. His opinion was that, as much as possible, they and the public needed to be in the meetings together so that everyone would hear the same thing. For the previous update, Staff went out into all of the villages and had at least one meeting per village; these were pretty well attended (30 to 50 people at each meeting) and a lot of momentum was generated. Subsequent to these meetings, Staff was informed by DCA that the deadline had been extended to 2012.

Until Staff figured out what we were doing with the Strategic Plan and how to approach the Comprehensive Plan, Mr. Rast did not think we wanted to request an extension and not do anything for the Comprehensive Plan. It was important that there be a vision and he wanted everyone to have a voice at the table. This way when it came before Council, they would not be hearing it for the first time and would be comfortable with their decision. He asked for comments and suggestions.

Council Member Learnard said Mr. Rast's point was very well taken and agreed it would be very demoralizing to work with a task force who came up with recommendations that were ultimately shot down by City Council. She asked him what would help him. Mr. Rast liked the workshop format and thought it would be beneficial to have a set workshop date to accommodate both personal and professional travel schedules. People would not have to attend every meeting. DCA had been pretty specific about the three key elements of the plan that were required. His idea for Peachtree's City Comprehensive Plan was that it include appendices for the Strategic Plan, the Recreation Master Plan, the Airport Master Plan, etc. He had noticed that there were no checks and balances to determine how the different master plans worked out which became an issue when it was time to set the budget

Mr. Staples wondered to what extent the information that was prepared six or seven years ago would be used for this process. Everyone had invested a lot in that process, and he thought that information should be used as a foundation they would build upon for this update.

Mr. Rast said he planned to update the charts, facts, and figures with current numbers and use that document as the starting point. This was the Community Assessment and was a staff-level exercise. It was Staff's decision to involve citizens, advisory boards, etc., which had been beneficial. After the document was updated, he suggested there be a meeting like this one to review the different elements of the plan.

Mayor Haddix noted that the meeting he attended for Aberdeen Village was very effective; he applauded the system that was used for the last update.

Mr. Rast explained how Mr. Bernard and Mr. Tony Whitley of the City's Information Technology department had worked for probably 12 months to update the city's GIS database parcel by parcel. Mr. Bernard noted there were parcels that previously were unidentified.

Ms. Pullias wondered if Mr. Rast planned to go to each village again as part of this updating process. Mr. Rast said he did and there would be representatives from City Council and Planning Commission and any other commissions or authorities who were interested. Ms. Pullias thought that was a great idea. Mr. Rast would like to keep design and planning work in-house as much as possible.

Mayor Haddix asked if City Council and the Planning Commission were in favor. They were. Staff was instructed to proceed.

There being no further business, the workshop ended at 9:16 p.m.

Don Haddix, Mayor

Patrick Staples, Chairman
Planning Commission

Jennis Rice

Jennis Rice, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
August 4, 2011

The Mayor and Council of the City of Peachtree City met on Thursday, August 4, 2011, in City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:00 p.m. Council Members present were: Vanessa Fleisch, Doug Sturbaum, Kim Learnard, and Eric Imker.

Announcements, Awards, Special Recognition
Mayor Haddix recognized Camp Counselor Dave Wojcik and Lifeguards Anna Lee and Kristen Mitchell for their lifesaving efforts in a recent near-drowning incident at Kedron Fieldhouse and Aquatic Center. Haddix recognized the graduates of the summer teen and adult Community Emergency Response Team (CERT) courses. Public Information Officer/City Clerk Betsy Tyler announced that the Peachtree City History Time Line Committee would be holding public presentations about the project on Sunday, August 7, 4:00 p.m., and Tuesday, August 9, 7:00 p.m., at City Hall.

Citizen Comment
There was none.

Agenda Changes
There were none.

Minutes
Haddix noted three additional documents on the dais with proposed amendments submitted by Imker for each set of minutes.

Learnard moved to approve the minutes of the June 20, 2011, workshop and the July 11, 2011, workshop as amended. Imker seconded. Motion carried unanimously.

Learnard moved to approve the minutes of the July 21, 2011, regular meeting as amended. Imker seconded. Motion carried 4-0-1 (Sturbaum).

Consent Agenda
1. Consider Alcohol License – Judy's Nails, 244 Commerce Drive
Imker moved to approve the Consent Agenda as presented. Fleisch seconded. Motion carried unanimously.

Old Agenda Items
07-11-08 Reconsider Intergovernmental Agreement with FCBOC for E-911
City Attorney Ted Meeker said that, following Council approval of the agreement on July 21 subject to legal review, additional changes had been made that he felt needed Council approval. The previous version had a penalty clause that had concerned Meeker and Tyrone attorney Dennis Davenport, and the wording change was discussed at the last meeting; however, the County had increased the term of the agreement from 10 years to 50 years, but participants still had the ability to opt out of the agreement on the decennial years.

Fleisch moved to approve the agreement. Learnard seconded. Motion carried unanimously.

07-11-11 Consider Resolution to Censure Mayor Haddix
Learnard opened the conversation by explaining why the resolution had been brought forward. She said she believed Peachtree City was the best city in the nation, and felt it was no wonder it

continued to garner awards. The residents were used to the recreational amenities, the paths, and all the other things the community took for granted. The negativity in the newspaper was puzzling to her, and there had been a pattern of negativity over the past 18 months that the City had sent out to its citizens and to those outside its borders through headlines, editorials, blogs, and negative comments and emails.

Learnard said one thoughtless comment could have lasting repercussions, noting a lawsuit between the former Mayor and the current Mayor. She did not understand the negativity and felt every incident took away from Peachtree City and everyone in it. The negativity had reached the County and state level officials, but also reached prospective businesses that might otherwise consider relocating to Peachtree City.

Learnard continued that, last October, the Georgia Department of Economic Development (GDED) held a workshop with local agencies to explain how economic development occurred. The GDED worked very closely with Georgia Power and EMC, and if a company was considering moving to Georgia, they contacted someone at the Governor's Office or at the GDED. The project managers at the GDEC then contacted a few communities and brought the company representatives for a brief visit, possibly as little as an hour. If a company only had an hour to learn about a community, they went online and read local headlines and blogs. One hiccup could mean the difference between bringing a quality company to Peachtree City or having it go somewhere else, and the opportunity could be lost before the City ever knew it existed. Six of the eight highest economic development officials in the state lived in Peachtree City, and that was a golden opportunity.

Learnard said she did not want to address the issue at the meeting, but dozens of citizens had contacted her over the preceding months asking her to do something about the problem. A censure of the mayor would be yet another negative headline, but she felt she had to act or she would be sending the message that she was either complicit in the problem or did not care, and neither of those were true. Peachtree City was compromising its future and had to stop being its own worst enemy. The pattern of behavior was coming from one person, the Mayor, and she wanted it stopped. Learnard concluded by asking residents to retain their faith in Peachtree City and its government. She vowed to do her best to represent the City in the most positive manner possible.

Imker then spoke, saying he agreed with many of Learnard's comments and that he did not want to address the agenda item either. He said one example, taken from the resolution, dealt with the Economic Development Coordinator the City had hired in January. That employee had actually resigned twice. The first time, Council talked him into staying because they felt his potential contribution was so important. He ultimately left again and was back in Texas before Imker could reach him to ask why he left. Imker read the reply he received, with the former employee's permission:

> *Hey Erik,*
> *I left because of Don Haddix and the unstable nature of the position, as well as being away from my family. You, Vanessa, and Kim were the reason that I stayed the first time I thought about leaving. You three were great and gave me tremendous support - cannot say that for others who are more focused on ego development rather than economic development.*
> *Good luck!!*

Imker said that, a few weeks later, he read a letter to the editor in ***The Citizen***, in which the Mayor stated, "The Fayette County Development Authority (FCDA) did not proactively pursue good employers." Imker was shocked by the quote and emailed the FCDA Chairman, Randy Hayes, to apologize for the comment. Imker said the FCDA had recruited a number of local industries, and over 90% of the industry that came to Fayette County came to Peachtree City.

Hayes responded to Imker as follows:

> *Thanks Eric.*
> *[It is very unfortunate that] the Mayor takes this tactical approach to Community building. These are the types of instances that our competitors seize upon to denigrate our great County and especially PTC. I recoil at the thought that the Sany, NCR, and Cooper employees and management read such statements and think that they are lumped into the category of "not good employers" . . . These companies, and many others, recruited to PTC, are wonderful corporate citizens and provide tremendous volunteers to our community and support many of the smaller local businesses, restaurants, and sponsor many of our local efforts such as the Fred, the Fayetteville amphitheatre, blood drives , cancer walks, Chamber of Commerce, Rotary Clubs, etc. The FCDA is not going to change our mission of recruiting quality companies and employers to come to PTC because of this. Eric we appreciate your comments and assure you that the FCDA Board and Brandt will continue to work with you.*
> *Randy*

Imker said Hayes had followed up following the July 21 meeting, writing:

> *We hope they [Peachtree City] get the situation resolved soon and continue to move forward with positive news about Peachtree City and the County. We certainly appreciate the position the majority of Council has taken in regards to stopping the negative comments and their resolve to govern the city with purpose, integrity, and a clear view of the future. We as a board and staff of the FCDA will continue to promote Peachtree City as a wonderful city at every opportunity and with the resources available as part of our mission.*

Imker said the FCDA was in place to support Peachtree City.

Imker concluded that one of the reasons for the censure dealt with his recent request to change the minutes relating to a budget item. The Mayor had used incorrect numbers [in a column], and Imker had the meeting video replayed to confirm the correct numbers in contrast to what was in the minutes. Imker said, despite seeing the truth on the screen, the Mayor voted against changing the minutes based on the truth. Imker asked what that said about the Mayor, saying there was something wrong when Haddix could not admit to making a mistake, and it needed to be fixed so the City could move forward. He continued that he did not like taking the step of the censure, but he was trying to move the City forward and was meeting roadblocks every step of the way. Imker said they would find a way to move forward successfully.

Fleisch said, by passing the censure, Council was sending a message to the citizens of Peachtree City that they acknowledged and strongly disagreed with the actions of Mayor Haddix. She then referenced the Mayor's appointment as a representative on the Transportation Roundtable, saying he had been elected by his peers to carry out the provisions of House Bill 277. Instead of following the provisions of the law, he used his position on the roundtable as a bully pulpit to pull out of the Atlanta Regional Commission (ARC) and move to the Three Rivers

Regional Commission (TRRC). Fleisch continued that Haddix demonstrated he had not done due diligence on the TRRC, but wanted a county of 106,000 to follow him blindly in the change.

She continued that Haddix had consistently criticized the FCDA, which was recognized by the GDED, in order to promote the Development Authority of Peachtree City (DAPC), which was not recognized. Through the state, the FCDA had helped bring many businesses to Peachtree City. She said Haddix had criticized that the FCDA was reactive, not proactive, in their efforts to bring business to Peachtree City, but FCDA President Brandt Herndon would be traveling to China in October to recruit businesses to Fayette County. The DAPC did not work with the state.

Fleisch said the FCDA relationship with the state was vital to bringing economic development to Peachtree City and Fayette County. Peachtree City should not be spending vital resources to build a municipal agency that competed with the County. The majority of Council voted to hire an in-house Economic Development Coordinator who was not subject to politics. The Human Resources Department devised an interview process to help find the best person. Because the position was not structured the way Haddix desired, the Mayor made the employee's tenure very short, and Fleisch asked who could blame the employee for leaving. Haddix could not abide by a decision made by the majority of Council, and publicly castigated the decision on the blogs and in the newspaper.

Fleisch noted that one paragraph of the resolution addressed the Mayor creating an untenable working environment by belittling and criticizing City employees, elected officials, and appointed officials. She said Peachtree City prided itself on running efficiently and with fewer employees than the other Class B cities in the state, asking how could that continue when the staff knew there was potential for the Mayor to put their names on the front page of the newspaper. Council could no longer sit idly by while Haddix eroded the morale of employees from within. They needed to foster a healthy work environment that allowed the City to recruit and retain quality employees, and the actions of the Mayor had made that very difficult.

Sturbaum then said he and the Mayor had discussed the resolution, and Peachtree City had to move forward. He did not see Haddix as a threat and had not lost confidence in the Mayor. He said he understood some of the reasons Haddix had criticized the things he had criticized. Sturbaum said he had hoped Grisham would stay and had talked to him personally. He added that the DAPC could be a complement to FCDA, and Sturbaum said he was not going to censure the Mayor.

Haddix said everyone was entitled to their own opinions. He said he never asked or told Joey Grisham to leave, and he received a lot of complaints about the EDC from citizens who did not like his position of pro-big box and saying that the City needed a centralized shopping area because the village concept was a failed model. He continued that there had been a very big difference of opinion on what the City was about, and the village concept was one of the major things that had attracted Haddix to the City. When someone came in saying the City needed to do away with that model, Haddix found that very troubling, but he never asked the employee to leave. The EDC had his own opinion, to which he was entitled, and he ultimately chose to leave.

Haddix then read from a prepared statement, saying:

> *A Resolution of Censure has been placed against me. It says I have violated our Code of Ethics, Mission Statement, and City Charter. I will demonstrate those accusations are not only false but constitute a double standard.*

Right up front, mentioning anyone's spouse has no place in any such matter as this. As Mayor, I am not responsible for what my wife says as a private citizen. As a private citizen, she is not subject to Council in a censure action. There is no other way to describe this than dirty politics.

Nothing in any of those documents empowers the majority to determine what is acceptable, requires me to agree with them or seek their review and approval. They cannot violate my First Amendment rights.

GMA [Georgia Municipal Association] says consensus on Council is great, but, when there are clear differences, one's conscience and promises to their constituents must come first.

On impeding critical city business, the critical items moved forward on schedule. There was no delay. Choosing to continue with the Agenda Item was their decision.

As for an untenable environment, the word belittle, meaning, "'to be rude to or show contempt," was used. Never happened. Disagreement, yes. But rude and contempt, no.

But if you want rude and showing contempt, Councilman Imker said more than once if our employees didn't like his cuts to pay and benefits they could quit. After all, there were 30 people waiting in line for each and every one of those jobs. At various times he has said the others on Council didn't have the courage, guts, or backbone to vote for those cuts.

In 2010, DAPC and WASA [Peachtree City Water & Sewerage Authority] appointees were attacked from the Dais, in one instance resulting in Councilman Imker being called out of order. This year Councilman Imker hung his Budget Binder over his head and mocked me on the dais.

As for an untenable environment on Council, three on Council work together behind the scenes, leaving two of us out of the loop, add agenda items last minute, blindside us on the Dais with actions such as defunding DAPC, refuse to share such as Budget proposals ahead of time so we could study them, and refuse to answer important questions and share important email responses to others.

This Resolution is an example. It was created in secret, added to the Agenda last minute on the day before the Council Meeting, knowing I had a meeting that evening, and then they refused to continue it because it took away their element of surprise. They actually said I didn't understand a censure action and didn't have a right to respond.

Fact is, once again, it is they who do not understand. A censure is not a legal action. It is a formal statement of their displeasure. As far as procedures, it is no different than any other normal Agenda Item.

On the lawsuit, Norsouth was about inadequate low income housing for seniors. That was a 4-1 vote and our own Staff report supported the accusation. There was no finding of racism because there was no accusation of racism.

As for another lawsuit, apparently they are naming the Logsdon lawsuit.

Now, as for lawsuits caused by someone on Council, Councilman Imker resurrected a resolved issue with an HOA and claimed they were in the right, resulting in a lawsuit. In a 4-1 vote he voted against the City and the case was ultimately withdrawn by the HOA. On another matter, he told some people we were going to drop the issue into the laps of the homeowners, so, we were sued.

Imker asked to make a comment, and Haddix said he could not interrupt. Imker said, when he heard lies, he could interrupt. Haddix said he had the floor. Imker said he was astounded. Haddix continued:

There is another matter where his words might result in yet a third lawsuit. We know some research has been made.

Regarding the FCDA, I have complimented them for the work they do and have worked with them on more than one project.

The companies listed in the Resolution were not proactively found and brought here by the FCDA. They were brought here by others, in example the State.

For clarity, proactive means, "controlling a situation by causing something to happen rather than waiting to respond to it after it happens." Thus the FCDA assistance was reactive, meaning: "done in response to a problem or situation." Their charges do not even address what I actually said. The FCDA does not work on redevelopment at all and an EDC cannot. That is why Fayetteville has its on Downtown Development Authority, in example.

Councilman Imker referenced an email from FCDA Chairman Randy Hayes. Note that while I am criticized, and he attempts to discredit me with semantical statements, the fact is he never claimed they proactively went out and brought those companies here on their own.

As well, I have had more than one meeting with Panasonic, NCR, and Sany this year and enjoy an excellent relationship with these fine world-class companies.

Matt Forshee, the former FCDA President, made it very clear Peachtree City needed a funded and active DAPC.

In an email from Commissioner Brown he said, "As for our county's development authority, they appear to be stuck with very little in the way of new blood or innovation. They have possibilities but I have yet to see them stretch to the point of being pro-active on the development side."

We are not alone among those elected who know this.

Mayor and Council represent Peachtree City. Our job is to do what is right for Peachtree City on economic development. The FCDA works for the County representing their interests. When something exclusively is for the benefit of Peachtree City, they always say no, it is not a County matter.

Rest assured every business in that list that they presented generates property and sales tax for the County.

On ARC, I have worked with them since 2008 and many elected within the ARC agree with my positions. There has been no damage. In fact, [County Commission] Chairman [Herb] Frady has recently come to the same conclusion as I on being a donor county. We are not alone among elected officials with that view. On leaving the ARC, I am not alone as well.

I have worked with GDOT since 2008. I worked beyond the meeting Councilwoman Fleisch attended on getting the BSC sign approval. That is along with work in getting millions of dollars in projects moved from the rejected to Constrained List on the TSPLOST. All of that this year alone.

In an issue related to the TSPLOST, Council removed the Commuter Rail Station from the Peachtree City Transportation Plan in 2010. Councilwoman Learnard wrote to then Chairman Smith, praising him and asking that he override the Council decisions and keep the station in the plan.

Learnard said she did not ask for the station.

Haddix continued:

So we have a very distinct difference of opinion on rail in Fayette.

There was no need for the "Apology Tour." There was nothing to apologize for by me. We are not here to tell every other agency we will do whatever they wish. We are here to work for what Peachtree City needs.

Differences and disagreements between agencies and cities are the norm, as are differences within Commissions and Councils. They are not the exception, but we still work together. All one has to do is open the AJC to see these conflicts on an ongoing basis.

Clearly, we have issues of disagreement here on Council, but nothing that rises to the level of censure. I will not resign and I will keep my promises and continue to abide by the Ethics Codes, Mission Statement, and City Charter. These disagreements are election issues. The voters will judge all of us if we choose to run again.

Haddix said his only additional comments were that the vote to amend the minutes had been a 3-2 vote, not a 4-1 vote.

Imker said the Mayor's statement was the reason for the censure, and that the Mayor was delusional. Imker could not believe he was now being called the cause of the lawsuit, and said he was surprised he was not the cause of the $21 million problem he found when he took office. He said he was flabbergasted.

Imker continued that he did not refuse to answer questions, and was always trying to get the most information out to the citizens, and anyone could ask him a question at any time. He had never refused to provide answers.

To the charge of orchestrating the resolution in secret, Imker said he did not know the resolution was occurring until heard about it from Meeker. Imker accused Haddix of making assumptions and then developing stories to support those assumptions, and said sometimes the lies were unbelievable. He said Haddix had political supporters attacking Imker left and right, coming up with outright lies in the newspaper. Imker did not understand where the information was coming from – people were telling him the Mayor said he had gone into Haddix's office and apologized that he could not keep his campaign promises, asking what kind of lie that was. Imker said he did not know the Mayor had another meeting prior to the Council meeting and did not keep track of the Mayor's schedule.

Imker agreed that every member of Council had the right to speak on every agenda item, despite what he may have said at the previous meeting or if he incorrectly cut the Mayor off. The reason for the censure was self evident, and he wished people would not get a negative impression of being a politician from this issue. Imker said people had warned him about running for Council 19 months previously, telling him that it would get ugly, but he never knew it would include outright lies against him.

Imker said he only had one goal when he ran for office, and that was the budget. He was getting off point of the issue of the censure for all the negativity, but Haddix did not see the problem. Imker apologized for going offline but said he had to react to the things he had heard, and he could not believe he was being blamed for the lawsuit.

Learnard said the purpose that evening was the hope that the Mayor and Council could turn a new leaf. It was not about defending past actions. It was about a new start. She asked Haddix if he was Mayor enough to tell Council it was time to start working together in a positive manner, putting only the best face of Peachtree City forward.

Haddix said that was a loaded question. Learnard said it was not, it was very simple. Haddix said he ran on a platform in 2007 and 2009 and made promises. Those platforms and promises remained the same, and he was going to keep his promises. Learnard asked him to keep them in a positive manner.

Haddix asked if they could get past the politically correct jargon. He said Council Members had differences and disagreed, and had the right to express their differences. That is what they were elected to do. It had gotten contentious on all sides, but his problem was that the blame went both ways. The censure motion was not helping the matter. It required honest and open discussion when members knew where each member was coming from, and should not include terms like "liar" and "delusional," which halted open conversation.

Haddix said they could try to change it in the future, but it would take all five members. Discussion was not three members saying they had the majority and requiring everyone to get behind them and push that agenda. Haddix said he was elected to stand on the principles of his campaign, not agree with everything just because the majority said it. Compromise meant that both sides gave some ground. There had been no willingness to give from the other side, merely the assertion that the other side had three votes. That approach shut the door on compromise.

Steve Thaxton asked for the resolution of censure to be read.

Fleisch read the resolution:

A RESOLUTION TO CENSURE MAYOR DONNIE OWEN HADDIX AND TO CALL FOR CORRECTIVE ACTION IN ORDER TO BETTER PROTECT AND SERVE THE CITIZENS OF PEACHTREE CITY, GEORGIA.

WHEREAS, the Peachtree City Code of Ethics states as a declaration of policy that its officials are to, "Create an environment of honesty, openness and integrity"; and

WHEREAS, the Peachtree City Code of Ethics states as a declaration of policy that, "The citizens of the City have confidence in the integrity of their government"; and

WHEREAS, the Peachtree City Code of Ethics states as a declaration of policy that, "The proper government and administration of the City requires that its officials use the power of their position for the well being of their constituents"; and

WHEREAS, the Peachtree City Mission Statement compels the elected leaders of Peachtree City to ensure residents a "healthy environment in which to live, work, and enjoy leisure time"; and

WHEREAS, the Peachtree City Mission Statement compels the elected leaders of Peachtree City to "promote a sense of community"; and

WHEREAS, Peachtree City Mayor Donnie Owen Haddix has created an untenable work environment by publicly belittling and criticizing current and former city employees, elected officials, and appointed officials, resulting in at least one lawsuit with related costs to the City; and

WHEREAS, Mayor Haddix has publicly criticized the Fayette County Development Authority, the Atlanta Regional Commission, and other agencies in a manner that has damaged Peachtree City's relationship with those and other agencies; and

WHEREAS, the Mayor's criticism of the Fayette County Development Authority ignores the fact that such entity has assisted in bringing the following businesses to Peachtree City: Sany, Cooper Lighting, Panasonic, Aventure Aviation, Hoshizaki, Shinsei, AIM Aircraft Spares, Rinnai, NCR, and more; and

WHEREAS, the citizens of Peachtree City and the City Council expect a return to civility, respect, integrity, and trust.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Peachtree City, Georgia, that:

Section 1: The City Council has lost confidence in Mayor Donnie Owen Haddix.

Section 2: The City Council hereby censures Mayor Haddix for comments and actions that put the City of Peachtree City at financial risk, create an untenable work environment, and damage the City's relationships with other governmental agencies.

Section 3: The City Council admonishes Mayor Haddix for comments and actions directed toward former appointed and elected officials, and former employees of the City.

Section 4: The City Council asks that Mayor Haddix correctly carry out the duties of Mayor, adhere to the City Charter, Council Rules, and common courtesy, work effectively as a member of the City Council, and work effectively in his capacity of Mayor with other state and local government agencies.

Section 5: If Mayor Donnie Owen Haddix cannot or will not take corrective action to carry out the duties of Mayor, function as a member of City Council, and adequately represent the citizens of Peachtree City, the City Council asks that Mayor Haddix resign from office.

Section 6: This resolution is effective upon passage.

Thaxton thanked Fleisch, saying he felt the resolution was clear and factual, and supported the resolution as a citizen. He was shocked that the Mayor tried to turn the censure into a case against Council Member Imker. Venting his dislike about the political process in columns and letters in the newspaper was not a good way to lead the community and the City. It brought the points made in the censure to a head. The discussion was not about anyone else, it was about Haddix, and his leadership had not been in a positive manner.

Bob Grove said this had been one of the worst soap operas he had ever seen. Council represented the citizens, not the other way around, and all five needed to get their act together.

Paul Griffith said he had been a neighbor of Mayor for over 20 years, and they had their differences. Citizens did not have the privilege of knowing all that happened and had to rely on the newspapers. He was well aware of how a Council should operate, having served elsewhere. The Council had been in the news every week, with the last few years being worse than ever. As a citizen, he begged all five to act as adults and operate the business of the City and its citizens.

Caren Russell was very proud of Peachtree City and had attended many Planning Commission and Council meetings over the years. What she found most distressing was that personalities and personal opinions were being stated in the papers about employees and other officials, and those should not be coming from the position of Mayor. It was not positive for the City or its reputation, and Council's apologies issued at government meetings did not compare to the discussions at local restaurants. Russell said it was very embarrassing. She asked Council to become more professional, to state facts, and check the facts, before writing anything in the paper, to avoid potential lawsuits and to and to refrain from writing opinions about elected officials. She also asked that Council try to support the employees of the City to keep the services at the level expected by residents. Council had worked very hard to bring in a budget, and she asked that they work to keep the services. Council could have personal disagreements, but having someone say they could only look at one year [of the budget] and criticize others for thinking otherwise, when businesses had to plan budgets that were adaptable to reality, was very bad. Russell said, that evening, Haddix said he had supported the EDC. However, she sat in a meeting when Haddix said he would not let all economic development issues be handled by the EDC, but that he would continue to work on economic development on the sidelines without the EDC. This caused more problems and was not supporting the EDC, giving conflicting information to prospective businesses. Russell concluded that she hoped all five would fact check, keep personalities out of it, do the job in a professional manner, and make the citizens proud of the City and its representatives again.

Randy Boyett said he supported the censure. He became very disillusioned last year after working with the Mayor. He believed the Mayor's actions were not in the best interests of the City when he threatened people with loss of service that was never on the table. The people of Peachtree City paid the bills, and at some point Council had to figure out whether to tax people who were not seeing an increase in income. Boyett said the Mayor was wrong. There were valid motions to reduce the budget in lieu of raising taxes, and the Mayor refused. Boyett said he would love to see more of the Mayor's resume because his leadership and management skills were very questionable.

Marsha Hendershot addressed the Mayor's comment that an issue could pass 3-2 but he wanted more discussion, and she asked how actions moved forward once there was a vote.

Sturbaum said that, regardless of the number, once the majority voted, the matter moved forward. Hendershot said the Mayor seemed to expect additional discussion. Haddix clarified that he personally felt there was not enough discussion leading to some votes. After a vote was taken, he was obliged to enforce it, but no issue was ever dead. There was no contradiction in saying that, while he supported and would abide by a decision, he still felt it needed to be change.

Imker said there were two rational choices, to support the decision or to not support the decision and step aside. He said the Mayor was taking the irrational approach of becoming obstructive and confrontational when he did not get his way. No one else on Council was getting the City sued, being deposed regarding statements they had written, or was being personally sued. It said a lot about what was going on in the City, and they were being led by someone who needed to change his ways.

Haddix interjected that there was no lawsuit against the City caused by him.

Laurie Farmer said she commended whoever put the resolution on the agenda. She was tired of the drama and embarrassed by it. She wanted to see teamwork on Council. If there was a 3-2 vote, they should move forward and stop the whining. They had been elected to work together, and that was not happening. She did not like what she was seeing, and wanted each of them to have an equal vote. If the majority voted for an issue, that was the way the City should move forward.

Tom Langley said he lived across from the former Mayor about whom Haddix had made comments. He said, when someone made asinine comments about a person, they deserved to be sued. Haddix should never have made the comments, true or not, and they had made him very angry.

Steve Brown (Fayette County Board of Commissioners) said working together was important. He had talked to all the members, and they were pretty like-minded, but personalities were getting in the way. He said there were a lot of good things that could happen, and they had the ability to do it. Negativity in the paper was a given – someone had written that Brown was beating his children when he ran for the County Commission. If elected officials based all their decisions on what appeared in the paper, which had to sell ads, they were in trouble. The first amendment of the United States Constitution gave everyone the right to their opinions. Council could disagree, but had to move on. An opposing view was not necessarily a negative position in the view of the community, and everyone was entitled to their own opinions.

Brown said, as a County Commissioner, he agreed with some of the Mayor's comments about the FCDA. Fayette was lagging behind, and the FCDA had prevented Georgia State University from putting a campus in Fayette because the chairman served on the Clayton State board. Negativity happened. As Mayor, Brown had a long battle about the extension of TDK Boulevard, and he was very negative and lost future elections due to that. However, his successor, near the end of his term, said the road was not in the best interests of Peachtree City.

Brown continued that proposing a change from the ARC was another example, when everyone maintained the status quo but the region was a disaster. Chairman Frady now agreed Fayette was becoming a donor county, and it was not a sin to look at different options. Mayor Steel of Fayetteville was spreading the rumor that Mayor Haddix was dividing the region, but the region was divided before Haddix ever took office. When Brown attended meetings with the County Commissioners from around the region, he asked their thoughts on the 2012 referendum and asked about their thoughts about Don Haddix, the majority did not know who the man was. Brown asked Council not to proceed with the resolution. He said the discussion that evening had provided a good venting session and had allowed them to get their emotions out. He asked them to pledge to work together in the future, and move forward for the community.

Caren Russell said she took offense at Brown's blaming ***The Citizen*** headlines when much of the problem was direct quotes from Mayor Haddix. She said it was not a matter of differing opinions, but of how those issues had been made personal by Mayor Haddix.

Randy Boyett said he did not think this was a matter of personalities, but of what was in the best interests of the City. Misrepresentation and manipulation in black and white were detrimental to the City, and the Council was taking the right action.

Bernie Ortman said companies looking at moving needed to see the City polished and looking good, and he did not think a censure helped that cause. Even though there were five individuals on Council, they should function as one entity, and right now they were not functioning.

Steve Allen said he had attended that evening hoping the focus would be on business development. He said that, when the censure was read, something did not feel right, and asked who was the arbiter of confidence, integrity, and best interest. The citizens were the arbiters of those issues, and the censure was overriding the voters. Freedom of speech was the core of this country. He was from Chicago, which had a lot of political issues, but was still a wonderful city. Allen asked who determined what was allowed to be said, based on the censure, and said one group of Council was telling another group they had to go along with the majority. That action set a dangerous precedent that might feel good at the moment, but Council should step back and realize they were putting a limit on freedom of speech.

Mike King said he had never been more ashamed of the City and its government. The censure did not take away the Mayor's freedom of speech, and the Mayor would not change. The censure was a reprimand, and it was due. King asked all five of the elected officials to accept responsibility for part of the reprimand because the whole group had brought things to this point.

Maryann Grove said she was ashamed of the Council. She said the Mayor and Imker needed to take the issue outside. She had raised children and had businesses here, and the controversy broke her heart. When people had differences, they worked them out. Censuring the Mayor sent a horrible signal.

Haddix said there were a lot of points to think about and consider.

Sturbaum called the question. Learnard asked what that meant, and Sturbaum said that meant that they moved forward with the vote. Imker said he was not ready to vote and said there were more comments to be made. Haddix seconded the motion. Motion failed 2-3 (Fleisch, Learnard, Imker).

Imker said not censuring was condoning the actions leading up to that evening. He was not prepared to condone the fabrications against him that had been going on for a year. He was always on the defensive. He read about things and brought them to Council. He did nothing behind people's backs, and did not write negative things in the paper or lower himself by debating the negativity or fabrications point by point. Imker said the citizens read the papers, and 90% thought something was true because it was in the paper and he had not responded.

Imker said there had been so much said about him in the paper recently, and so much was untrue, that it was disheartening to him. It all began with one person, the Mayor, who had disagreed with Imker about DAPC the previous year and could not move on. Imker said he was going to start calling out the names and lies every time he heard them. He did not go on the blogs and debate people who were anonymous. If residents wanted information, he encouraged them to ask Council. He was fed up with the negativity and was not going to take it any more. He said it had better stop, and the public would not see anything written by him on this issue in the paper. He could not say that for the Mayor. He felt the Mayor would write again to give his side because he was never wrong and always had to have the last word.

Imker said he knew it sounded like a personality issue between him and the Mayor, but he did not know how else to explain the problem. He was not going to be discouraged from his mission to steer the City toward financial security. If the Mayor quoted that Imker had made a promise, he should include the time and place that Imker made it or he would suffer the consequences. Imker felt everything he had done was in the best interests of the City, and 99% of the time was in the best financial interests of the City, the citizens, and their tax dollars. Every time he turned around, he was seeing another misrepresentation of what he was doing, and it started with the Mayor. This was his vote to change direction. He did not know if it would be successful, but it would not deter him from his course.

Learnard said she was glad there were students attending the meeting that night and cautioned them that they would have to become critical thinkers and ask, "Is this true? How do I know it is true?" She urged them to take that extra minute to look for the truth.

She showed the current issue of ***The Citizen***, which included the headline, "Imker moves to kill the Development Authority," saying the article read that Imker wanted to convince his fellow City Council Members that the City should get rid of the DAPC. She asked Imker if he had been interviewed for that news story. Imker said he had not been interviewed and would neither make such a motion nor second it.

Learnard said just because something was in the newspaper did not mean it was true. The students could not believe everything they heard or read, and had a responsibility to look deeper.

Learnard concluded that Council was between the proverbial rock and a hard place. Censuring a mayor was a very sad and huge event, and she did not like it or want to be having the conversation. However, censure was nothing more than a public rebuke. It did not compel him to change if he did not decide to do it himself. She said she was tired of telling citizens she did not know what else to do, but she honestly did not know what else to do.

Learnard moved to adopt the resolution to censure Mayor Haddix. Fleisch seconded. Motion carried 3-2 (Haddix, Sturbaum).

Haddix said he was not going to write a column on this issue. What had been said was in the past, and putting out anything further was meaningless.

Council/Staff Topics

Pennington said the Lake McIntosh Project was moving along with a projected completion of late 2011 or early 2012, with about a year for the lake to fill.

The big issue currently was the problem with the brick facing on the rear stairwell of the Library. The City now had the detail needed to develop specifications for the repairs so the entrance could be reopened. Pennington thanked City Engineer Dave Borkowski, Public Services Director Mark Caspar, and the other staff members who had been working hard to get the issue resolved.

Meeker said Council had several topics for executive session. Sturbaum moved to convene in executive session for acquisition of real estate, personnel, and threatened or pending litigation. Learnard seconded. Motion carried unanimously.

Sturbaum moved to reconvene in regular session at 9:33 p.m. Learnard seconded. Motion carried unanimously.

There being no further business, Sturbaum moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 9:35 p.m.

Betsy Tyler, City Clerk

Don Haddix, Mayor

City Event Calendar

	August	September
	8/12 – Tour of Faith Concert featuring John Waller Band @ The Fred 8/13 – Flicks @ The Fred: Princess and the Frog 8/18 – City Council Meeting, 7 pm 8/20 – Adult Triathlon – 10,000 Maniacs/Edwin McCain @ The Fred 8/27 – Kidz Fest / Food Fest / Help Fest – Departure: Journey Tribute Band @ The Fred 8/29-9/2 – QUALIFYING for Municipal Election Seats	9/1 – City Council Meeting, 7 pm 9/2-3 – Twilight Theater: Footloose @ The Fred 9/5 – Labor Day – City Offices Closed 9/6 – Council Workshop (Tentative), 6:30 9/9-10 – Twilight Theater: Footloose @ The Fred 9/11 – Patriot Day (10th Anniversary) 9/15 – City Council Meeting, 7 pm 9/17 - Motley Inc. & Atomic Punks: Motley Crue/Van Halen Tribute @ The Fred 9/17 & 18 – Shakerag Arts & Crafts Festival 9/24 – Slippery When Wet: Bon Jovi Tribute @ The Fred 9/27 – Fireball Run Adventurally in Peachtree City
October	**November**	**December**
10/4 – Council Workshop (Tentative), 6:30 10/6 – City Council Meeting, 7 pm 10/7-9 – Great Georgia Air Show 10/15 – PTC Classic Road Race – Whose Live Anyway @ The Fred 10/20 – City Council Meeting, 7 pm 10/29 - Not so Frightful Storytelling & Halloween Party @ The Fred 10/31 – Halloween	11/1 – Council Workshop (Tentative), 6:30 11/3 – City Council Meeting, 7 pm 11/8 – Municipal Election 11/17 – City Council Meeting, 7 pm 11/24 & 25 – Thanksgiving Holiday, City Offices Closed	12/1 – City Council Meeting, 7 pm 12/3 – Hometown Holiday 12/6 – Election Runoff (if needed) – Council Workshop (Tentative), 6:30 12/15 – City Council Meeting, 7 pm 12/23 & 26 – Christmas Holiday, City Offices Closed
January	**February**	**March**
1/1 – New Year's Day 1/2 – New Years Day Celebrated, City Offices Closed 1/3 – Council Workshop (Tentative), 6:30 1/5 – City Council Meeting, 7 pm 1/16 – MLK Holiday, City Offices Closed 1/19 – City Council Meeting, 7 pm	2/2 – City Council Meeting, 7 pm 2/7 – Council Workshop (Tentative), 6:30 2/16 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/6 – Council Workshop (Tentative), 6:30 3/15 – City Council Meeting, 7 pm
April	**May**	**June**
4/3 – Council Workshop (Tentative), 6:30 4/5 – City Council Meeting, 7 pm 4/19 – City Council Meeting, 7 pm	5/1 – Council Workshop (Tentative), 6:30 5/3 – City Council Meeting, 7 pm 5/17 – City Council Meeting, 7 pm 5/28 – Memorial Day, City Offices Closed	6/5 – Council Workshop (Tentative), 6:30 6/7 – City Council Meeting, 7 pm 6/21 – City Council Meeting, 7 pm

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

Updated 7/7/2011

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

FROM: **City Manager**
Finance Director P.S.
Purchasing Agent
Systems Administrator

DATE: **August 11, 2011**

SUBJECT: ***Request to Surplus Obsolete Technology Equipment***
August 18, 2011 City Council Regular Meeting – Consent Agenda

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Recommendation:
It is recommended that the Mayor and Council approve the surplus of attached obsolete and defective computer and electronic equipment for resale through GovDeals and/or proper disposal through a technology recycling company.

Discussion:
As a part of ongoing repair and replacement of technology, the City has several obsolete and irreparable computer and electronic systems stored in the IT offices, as listed on the attached pages.

Staff requests that the Mayor and Council approve the surplus of these items so that they may be sold or be disposed of in a safe manner. Staff has utilized Govdeals.com for sale of this surplus equipment with some level of success in the recent past. If such equipment cannot be sold through Govdeals.com, there are local technology-recycling companies willing to accept our equipment at no cost to the City.

To the best of staff's knowledge and abilities, none of the items that are in this list for surplus contain any sensitive data, and these systems are of no further practical use to the City (most are beyond their useful lives and are irreparable or more costly to repair than to replace).

The large quantities of items in the lists attached are due to the fact that, in previous years, smaller lots were not desirable for auction or large enough for local technology recycling companies to pick up at no cost to the City. Staff has held these items to have a large enough pool to make auction or pickup cost effective for both the City and the respondents. It is staff's intention to either auction or recycle the items in list 1 as attached, while lists 2 and 3 will be auctioned via GovDeals.

Budget Impact:
The continued storage of such equipment is a critical space issue in both the IT offices and at offsite storage in other City facilities. All reasonable efforts have been made to utilize any components (hard drives, optical storage, video cards, etc.) for repair and maintenance of the current City inventory of computers. The prompt turnaround of obsolete equipment would be advantageous to the City as storage space is at a premium. If the items can be sold via Govdeals.com, the City will gain a small amount of revenue from such a purchase. If these items cannot be sold online, a technology recycling company has offered to collect portions of the equipment that have salvageable value to them. In either case, the City would be rid of obsolete equipment with no expense or liability. There is a possible small positive revenue impact felt by this approval; the systems are beyond their useful life expectancies, and repair costs are greater than replacement costs.

Attachment – 3 lists of equipment for surplus declaration

Peachtree City Information Technology
Obsolete Technology Equipment Requested to Surplus
August 18, 2011 City Council Meeting
List 1

CLASS	Type	Manufacturer	Model	S/N	CONDITION	NOTES
Computer	DESKTOP	DELL	GX280	F68YC61	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX281	CX27F61	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX282	B98YC61	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX283	198YC61	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX284	388YC61	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	SAT 1100-S101	72065750C	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	TECRA M4-S435	55047931H	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	BT5B741	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX279	CV5B741	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	C5V5B741	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX60	57HZX21	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX280	JW27F61	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	F101N51	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX280	B784C61	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX60	JQ58L21	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	GV5B741	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX280	H78YC6	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX60	3Q58L21	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX280	558YC61	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX280	978YC61	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	1V5B741	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	BW1Z981	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	FM1FK91	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	8N1FK91	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	7X1Z981	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	D28SQ91	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	9V1Z981	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	FL1FK91	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	JW1Z981	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	HL1FK91	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	HW1Z91	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	GINSTAR	N/A	N/A	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	5WMW25	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX240	1FQTK11	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	JV5B741	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	DIM4400	749VB11	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	GINSTAR	N/A	N/A	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	7M7GP41	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	FW1Z981	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	4M1FK91	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	MACINTOSH	G4	XB9451V6HLK	GOOD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX620	BL1FK91	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	GINSTAR	N/A	N/A	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	GINSTAR	N/A	N/A	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	DIM4300	9J8WZ01	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	HP	PAV7920	KR12710762	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	AOPEN	CUSTOMPC		BAD	Hard Drive and Memory Removed

Peachtree City Information Technology
Obsolete Technology Equipment Requested to Surplus
August 18, 2011 City Council Meeting
List 1

CLASS	Type	Manufacturer	Model	S/N	CONDITION	NOTES
Computer	DESKTOP	GINSTAR	N/A	N/A	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	4W5B741	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX240	3FQTK11	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX240	HDQTK11	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	GENERIC	N/A	N/A	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	8V5B741	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX280	738YC61	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX260	HRR3331	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	HP	UNKNOWN	N/A	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	HP	PAVA1550Y	MXG63309P0	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	OPTIPLEX GX110	H6S510B	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	COMPAQ	PRESARIO	CNH5220F0X	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	GINSTAR	N/A	4822008910043	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	HT5B741	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	6T5B741	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX270	BXSC141	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX60	2R58L21	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX240	5DHK11	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX280	448YC61	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX260	GPJ6021	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX4400	91D2X10	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	DELL	GX260	2QJ6021	BAD	Hard Drive and Memory Removed
Computer	DESKTOP	HP	DC5000	DX854AV	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	WESTINGHOUSE	NB-14W2	A1402UWC062803180	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	MACINTOSH	POWERBOOK G3	CK94OOPMEEY	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	SAT A40-S161	54075107H	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	SAT A40-S161	54075336H	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	PORTEGE 3500	33044752PU	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	1410-S173	23012668P	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	1410-S173	23012650P	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	1410-S173	23012619P	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	COMPAQ	PRESARIO F700	CNF8092CSD	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	DELL	LATITUDE C400	HSMCG31	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	ACER	ASPIRE 1363LCi	LXA3606015446C21DM000	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	MACINTOSH	M2543	UV94-30ADH78	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	PORTEGE M400	Z6078369H	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	SATELLITE A60-S166	74197484Q	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	SATELLITE 1410-S173	23012631P	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	SETELLITE 1100-S101	72065609C	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	SETELLITE 1100-S101	72065760c	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	SATELLITE 1410-S173	23012637P	BAD	Hard Drive and Memory Removed
Computer	LAPTOP	TOSHIBA	SATELLITE 110CT/810	06618556	BAD	Hard Drive and Memory Removed
Monitor	CRT	HP	17"		BAD	
Monitor	LCD	DELL	15" DVI		BAD	
Monitor	LCD	DELL	15"		BAD	
Monitor	CRT	DELL	15"		BAD	
Monitor	CRT	DELL	15"		BAD	

Peachtree City Information Technology
Obsolete Technology Equipment Requested to Surplus
August 18, 2011 City Council Meeting
List 1

CLASS	Type	Manufacturer	Model	S/N	CONDITION	NOTES
Monitor	CRT	SAMPO	15"		BAD	
Monitor	LCD	VS11578	19"		BAD	
Monitor	LCD	MULTISYNC	17"	2701045GA	BAD	
Monitor	LCD	DELL	15"		BAD	
Monitor	LCD	ACER	19"		BAD	
Monitor	CRT	DELL	15"		GOOD	
Monitor	CRT	DELL	15"		GOOD	
Monitor	CRT	DELL	15"		GOOD	
Monitor	CRT	DELL	15"		GOOD	
Monitor	CRT	DELL	15"		GOOD	
Monitor	CRT	DELL	15"		GOOD	
Monitor	CRT	HP	17"		GOOD	
Monitor	CRT	DELL	17"		GOOD	
Monitor	CRT	DELL	15"		GOOD	
Monitor	LCD	DELL	15"		GOOD	
Monitor	LCD	PLANAR	15"	226223800108	GOOD	
Monitor	LCD	DELL	15"	CN0Y441372201-4BB	GOOD	
Printer	PRINTER	LEXMARK	NCC-C-5841	72065750C	BAD	
Printer	PRINTER	STAR	SP200	700140001158	BAD	
Printer	PRINTER	STAR	SP200	700190000370	BAD	
Printer	PRINTER	STAR	SP200	700120200915	BAD	
Printer	PRINTER	HP	5650	MY45T4N0FJ	BAD	
Printer	PRINTER	HP	C8145A	SG53V310X1	BAD	
Printer	PRINTER	HP	LJ1200		BAD	
Printer	PRINTER	NEC	MOBILEPRO 900	36FM900611	BAD	
Printer	PRINTER	HP	LASERJET 4L	L10293A	BAD	
Printer	PRINTER	OKIDATA	MICROLINE 420	002B2635750	BAD	
Printer	PRINTER	CANON	INKJET S330	K10215	BAD	
Printer	PRINTER	HP	4100N	N/A	BAD	
Printer	PRINTER	HP	DESKJET 970CXi	MX11N1D027	BAD	
Printer	PRINTER	HP	LASERJET 1200	CNBSJ36574	BAD	
Printer	PRINTER	HP	LASERJET 4200N	N/A	BAD	
Printer	PRINTER	HP	LASERJET 1000	CNBJ270388	BAD	
Miscelleanous	TV	PANASONIC	PVC2023	D3IA73547	BAD	
Miscelleanous	LCD PROJECTOR	PHILIPS	LCD4236/17	WR04004944421686	BAD	
Miscelleanous	PHONE	NEC	DTU-8D-2		BAD	QTY 6
Miscelleanous	DVD RECORDER	MEMOREX	3202 3223	8191004736	BAD	
Miscelleanous	POWER CONVERTER	TRIPPLITE	375WATTS	9624AY	BAD	
Miscelleanous	SCANNER	CANON	CANOSCAN LIDE30	UYR147715	BAD	
Miscelleanous	MICROWAVE DISH	PROXIM	40100-28S	51825	BAD	
Miscelleanous	HANDHELD	PALM	M515	00TAP6NA33H	BAD	
Miscelleanous	BOX	VARIOUS	CPU COOLING, ETC	N/A	BAD	MANY
Miscelleanous	DVD RECORDER	FANTOM		31563	BAD	
Miscelleanous	MOH PLAYER	ON HOLD PLUS	OHP 3000-8	2004284	BAD	
Miscelleanous	DVD PLAYER	DELL/SAMSUNG	SC-148		BAD	
Miscelleanous	VIDEO CARD	NVIDIA	QUADRO FX380		BAD	
Miscelleanous	BATTERY BACKUP	TRIPP-LITE	SMART1200LCD		BAD	

Peachtree City Information Technology
Obsolete Technology Equipment Requested to Surplus
August 18, 2011 City Council Meeting
List 1

CLASS	Type	Manufacturer	Model	S/N	CONDITION	NOTES
Miscelleanous	DSL MODEM	NETOPIA	CAYMAN 3300	11269460	GOOD	
Miscelleanous	BOX	DELL	GX BASE STANDS	N/A	GOOD	MANY
Miscelleanous	BOX	VARIOUS	STANDS/BASE	N/A	GOOD	MANY
Miscelleanous	NEXTEL	BLACKBERRY	7520	n/a	GOOD	
Miscelleanous	DOCUMENT STAND	FELLOWS			GOOD	
Miscelleanous	SPEAKERS	MADE IN CHINA	WITH WOOFER		GOOD	
Miscelleanous	LAPTOP CARRY CASE	VARIOUS	LAPTOP CASES		GOOD	QTY 5
Miscelleanous	PRIVACY SCREEN	VIKUITI	3M BF10L		GOOD	QTY 3
Miscelleanous	SPEAKER	LENOVO	THINKVISION SOUNDBAR	45K1263	GOOD, NO POWER ADAPTER	QTY 1
Miscelleanous	AT&T PHONE	PALM	TREO 680	PMWG0647V1NM	NEW IN BOX unopened	
Miscelleanous	SPEAKER	DELL/SAMSUNG	AS501		NEW, IN BOX	QTY 2
Miscelleanous	POWER SUPPLY	VARIOUS	DESKTOP	N/A	UNKNOWN	QTY 5
Miscelleanous	BOX	VARIOUS	SPEAKERS, ETC	N/A	UNKNOWN	
Miscelleanous	BOX	VARIOUS	POWER CABLES	N/A	UNKNOWN	
Miscelleanous	BOX	MISC	KEYBOARDS	N/A	UNKNOWN	QTY 17
Miscelleanous	BOX	MISC	CABLES	N/A	UNKNOWN	MANY
Miscelleanous	BOX	MISC	MISC PARTS	N/A	UNKNOWN	MANY

Peachtree City Information Technology
Items Requested for Surplus
August 18, 2011 City Council Meeting
List 2

Class	Type	Manufacturer	Model	CONDITION	COUNT
Cell Phone	Southern Linc/Nextel	BLACKBERRY	i7520	BAD	2
Cell Phone	Southern Linc/Nextel	MOTOROLA	i60c	BAD	1
Cell Phone	Southern Linc/Nextel	MOTOROLA	i550	BAD	1
Cell Phone	Southern Linc/Nextel	MOTOROLA	i305	BAD	1
Cell Phone	Southern Linc/Nextel	MOTOROLA	i600	BAD	1
Cell Phone	Southern Linc/Nextel	MOTOROLA	i90c	BAD	1
Cell Phone	Southern Linc/Nextel	VARIOUS	parts for phones	BAD	24
Cell Phone	Southern Linc/Nextel	MOTOROLA	i570	GOOD	9
Cell Phone	Southern Linc/Nextel	MOTOROLA	i335	GOOD	6
Cell Phone	Southern Linc/Nextel	MOTOROLA	i930	GOOD	1
Cell Phone	Southern Linc/Nextel	BLACKBERRY	i7100c	GOOD	3
Cell Phone	Southern Linc/Nextel	MOTOROLA	i580	GOOD	1
Cell Phone	Southern Linc/Nextel	MOTOROLA	i265	GOOD	4
Cell Phone	Southern Linc/Nextel	MOTOROLA	i850	GOOD	1
Cell Phone	Southern Linc/Nextel	MOTOROLA	i58sr	GOOD	12
Cell Phone	Southern Linc/Nextel	MOTOROLA	i530	GOOD	11
Cell Phone	Southern Linc/Nextel	MOTOROLA	i560	GOOD	11
Cell Phone	Southern Linc/Nextel	MOTOROLA	i730	GOOD	29
Cell Phone	Southern Linc/Nextel	MOTOROLA	BATTERIES	GOOD BUT OLD	100+
Cell Phone	Southern Linc/Nextel	VARIOUS	CLIPS, HOLSTERS, ADAPTERS, CHARGERS	USED AND NEW	100+

Peachtree City Information Technology
Items Requested for Surplus
August 18, 2011 City Council Meeting
List 3

CLASS	Type	Manufacturer	Model	S/N	CONDITION	Notes
Plotter	PRINTER	HP LARGE FORMAT	DESIGNJET 1050C	SG98H13136	NEEDS WORK THREE REPAIRS HAVE NOT RESOLVED	INCLUDED BRAND NEW PRINTHEAD AND PRINT CARTRIDGES
Large Format Scanner	SCANNER	CONTEX	CHAMELEON 36	337	BAD	WIDE FORMAT SCANNER

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Financial Services Director P.S.
Administrative Services Director
Police Chief

FROM: Human Resources Administrator

DATE: August 12, 2011

SUBJECT: **Consider Position Reclassification – Code Enforcement**
August 18, 2011, City Council Meeting

Recommendation

Staff recommends the reclassification of the following three positions to one position:

Current Positions/Grades	Proposed New Grade
Parks Monitor Grade 272 Min $29,165/Max $46,965	
Code Enforcement Officer (2) Grade 274 Min $32,192/Max $51,840	Code Enforcement Officer Grade 275 Min $33,822/Max $54,464
Housing Code Official Grade 276 Min $35,533/Max $57,220	

Discussion

As part of the reorganization of the Leisure Services Department, the Parks Monitor, Code Enforcement Officer, and Housing Code Official positions were evaluated. It was found that we could operate more efficiently if we combined the job responsibilities of all three into the Code Enforcement Officer position. Once the job description was modified (See attached job description with changes in red), it was sent to The Mercer Group for evaluation of the factoring as is outlined in our compensation policy.

The result of the refactoring from The Mercer Group was a recommended reclassification of the Code Enforcement Officer position from Grade 274 to Grade 275.

Please note that with this change and reclassification, the positions of Parks Monitor and Housing Code Official would be eliminated.

Budget Impact

The funds for all impacted positions and changes in positions have been allocated in the FY 2012 budget.

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Code Enforcement Officer**
Division:	**Public Safety – Police**
Department:	**Police**
Job Code:	**365**
Level:	**275**
Eligible for Overtime:	**Yes**
Reports To:	**Police Sergeant**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**August 3, 2011 (Revised)**

I. POSITION SUMMARY

This position is responsible for conducting field inspections to determine compliance with City ordinances, codes, and regulations adopted by the Mayor and City Council.

II. ESSENTIAL DUTIES

- Performs duties as a sworn Officer of the Peachtree City Municipal Court. Prepares, presents cases, and testifies on behalf of the City.
- Conducts field inspections to ensure compliance with City codes, adopted ordinances, and regulations.
- Issues notices and orders for the proper repair or removal of violations of the City Ordinances, adopted Property Maintenance Code, and regulations.
- Receives and records reports of violations and alleged violations from citizens and takes actions to correct such violations.
- Provides information and explanations of codes and ordinances to citizens.
- Analyzes field inspections to determine compliance or non-compliance.
- Prepares forms to issue warnings for violations and maintains accurate reports and records regarding inspections activities.
- Pursues, through legal actions, recourses available for inspections when entry is denied. Prepares, seeks, and implements judicial orders and warrants.
- Prepares documentation for the placement of liens upon property in which City action for non-compliance has been taken.
- Checks and monitors City facilities for violations of City Ordinances, City Codes, and regulations.
- Identifies safety hazards at City facilities and reports through the appropriate channels.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must

be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

A. Education and/or Experience

- High School Diploma (or GED) and five to less than seven years related experience or two years of college or Associate's Degree and less than two years related experience.

B. Knowledge/Skills/Abilities

- Must possess good communication skills.
- Must have the ability to relate to citizens from all social and economic segments of the community.
- Must be able to follow oral/written work instructions/procedures/regulations.
- Must have the ability to learn City codes, ordinances, and regulations.

C. Certificates/Licenses/Registrations

- Must possess certification as a Property Maintenance Inspector under the International Code Council or obtain certification within twelve months.

IV. WORKING CONDITIONS

A. Physical Demands

- The position requires some physical exertion such as long periods of standing; walking over rough or difficult surfaces; recurring stooping, climbing, or walking; recurring lifting of moderately heavy items weighing less than 25 pounds and may require occasional lifting of objects weighing in excess of 25 pounds. The work may require specific, but common, physical characteristics and abilities such as mobility and dexterity.

B. Work Environment

- The work involves high risks with exposure to potentially dangerous situations or unusual environmental stress that require a range of safety and other precautions, subject to possible attack, or similar situations.

C. Travel Requirements

- The incumbent may be required to travel on a limited basis.

V. APPROVAL SIGNATURES

____________________________ ____________________

Police Chief Date

Human Resources Administrator | Date

City Manager | Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Financial Services Director P.S.
Administrative Services Director
Public Services Director

FROM: Human Resources Administrator

DATE: August 12, 2011

SUBJECT: **Consider Reclassification of Six (6) Positions – Public Services**
Consider Elimination of Three (3) Positions and Replacement with Two (2) New Positions – Public Services
August 18, 2011, City Council Meeting

Recommendation

Staff recommends the reclassification of the following six positions within Public Services:

Current Positions/Grades	Proposed Positions/Grades
Maintenance Technician I Grade 267 Min $22,783/Max $36,688	Buildings & Grounds Maintenance Technician I Grade 268 Min $23,936/Max $38,545
Maintenance Technician II Grade 268 Min $23,936/Max $38,545	Buildings & Grounds Maintenance Technician II Grade 270 Min $26,421/Max $42,546
Maintenance Technician III Grade 271 Min $27,758/Max $44,699	Buildings & Grounds Maintenance Technician III Grade 272 Min $29,165/Max $46,965
Facilities Maintenance Manager Grade 281 Min $45,486/Max $73,247	Buildings & Grounds Manager Grade 283 Min $50,208/Max $80,851
Sign Technician Grade 270 Min $26,421/Max $42,546	Sign Technician Grade 269 Min $25,148/Max $40,497
Lead Sign Technician Grade 273 Min $30,641/Max $49,341	Lead Sign Technician Grade 272 Min $29,165/Max $46,965

Staff also recommends eliminating three Crew Leader positions (Grade 274) in the Buildings & Grounds Department within the Public Services Division and replacing them with a new Buildings Maintenance Supervisor (Grade 277) and a new Grounds Maintenance Supervisor (Grade 277).

Discussion

As part of the reorganization of the Leisure Services Department, the positions that transferred to Public Services were evaluated by the Public Services Director. It was found that the job descriptions did not match the actual work being completed. Current and more in-depth job descriptions were created and sent to The Mercer Group for evaluation of the factoring as is outlined in our compensation policy.

The results of the refactoring from The Mercer Group were as indicated above. The salary grade levels for the Maintenance Tech I, II, III, and the Facilities Maintenance Manager positions moved up within the salary grade levels. We are also requesting job title changes which are more descriptive of the job responsibilities that are performed.

Secondly, with the move of the Recreation facilities and grounds responsibilities to the Public Services Division, the Public Services Director evaluated the current level of supervision. Because of the magnitude of responsibility (52 buildings/structures and 42 parks), the supervision would be more effective if it were provided by Supervisors instead of Crew Leaders. Therefore, we are requesting that the three Crew Leader positions be eliminated and replaced with two Supervisor positions who can better oversee the daily responsibilities. Once the supervisory positions are approved, the two newly created positions which are promotional opportunities will be posted according to the City's internal job bid process.

Last, with the retirement of the Lead Sign Technician within the Public Services Division, the Public Services Director evaluated the positions within the Sign Shop which had not been evaluated since 2001. Current and more in-depth job descriptions were created, and the job descriptions were submitted to The Mercer Group for re-evaluation. The results of the refactoring was a recommended reclassification of the Sign Technician position from Grade 270 to Grade 269 and the Lead Sign Technician position from Grade 273 to Grade 272.

Budget Impact

The funds for all impacted positions and changes in positions have been allocated in the FY 2012 budget. Minor adjustments may be required depending on who fills the Supervisor positions through the job bid process. Since the Sign Shop positions were evaluated at lower salary grades, a small savings will be realized.

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Buildings & Grounds Maintenance Technician I**
Division:	**Public Services**
Department:	**Buildings and Grounds Maintenance**
Job Code:	**465**
Level:	**268**
Eligible for Overtime:	**Yes**
Reports To:	**Buildings Maintenance Supervisor or Grounds Maintenance Supervisor**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**July 20, 2011 (Revised)**

I. POSITION SUMMARY

This position is responsible for the upkeep and general maintenance/repairs of City-owned buildings, facilities, grounds, and recreation fields.

II. ESSENTIAL FUNCTIONS

- Participates in/performs routine maintenance procedures on all City facilities and grounds.
- Assists in the execution of all phases of special events (i.e. Fourth of July parade/fireworks, Shakerag Arts and Crafts Festival, etc.) and must be able to work flexible work weeks or overtime to facilitate these events in the best interest of the City.
- Ensures cleanliness and availability of facilities and grounds.
- Collects and disposes of trash and litter from parks and facilities.
- Repairs and maintains areas and equipment to include, but not limited to, irrigation, plumbing, electrical, and mechanical systems.
- Makes minor repairs as needed.
- Responds in a courteous, timely, and effective manner to the expressed needs, concerns, and expectations of the City's residents and other customers, both internal and external to the City.
- Assists with special projects.
- Must attend specialized training, including safety training, as required by management.
- Participates in on-call rotation as required.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must

be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

A. Education and/or Experience

- Must possess a High School Diploma or equivalent GED and zero to two years related experience.
- Must have experience in operating hand and power tools, vehicles, and related light and medium equipment.
- Must have customer service experience.

B. Knowledge/Skills/Abilities

- Must have general knowledge of plumbing, electrical, irrigation, and mechanical systems and be able to assist Maintenance Technicians II and III in routine repairs to these systems.
- Must have the ability to operate hand and power tools, vehicles, and related light and medium equipment in a safe and efficient manner.
- Must have knowledge of facilities/grounds.
- Must be able to follow oral instructions.
- Must have the ability to establish and maintain effective working relationships with City employees and the general public.
- Must be comfortable with the use of a ladder to complete repairs as necessary.

C. Certificates/Licenses/Registrations

- None required.

IV. WORKING CONDITIONS

A. Physical Demands

- The position requires physical exertion, such as walking over rough or difficult terrain; recurring standing, stooping, climbing, or walking; and recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 75 pounds. The work may require specific physical characteristics and abilities such as heightened strength, mobility, and dexterity.

B. Work Environment

- The position may require working in extreme temperatures for extended periods of time.
- The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress that require a range of safety and other precautions. The employee may be required to use

protective clothing or equipment, such as masks, coats, vests, chaps, hats, boots, goggles, gloves, shield, seatbelt, etc.

C. **Travel Requirements**

- The incumbent may be required to travel on a limited basis.

V. APPROVAL SIGNATURES

Public Services Director	Date
Human Resources Administrator	Date
City Manager	Date

<u>**THE CITY OF PEACHTREE CITY**</u>

<u>**JOB DESCRIPTION**</u>

Title:	**Buildings & Grounds Maintenance Technician II**
Division:	**Public Services**
Department:	**Buildings and Grounds Maintenance**
Job Code:	**466**
Level:	**270**
Eligible for Overtime:	**Yes**
Reports To:	**Buildings Maintenance Supervisor or Grounds Maintenance Supervisor**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**July 20, 2011 (Revised)**

I. POSITION SUMMARY

This position is responsible for the upkeep and general maintenance/repairs of City-owned buildings, facilities, grounds, and recreation fields.

II. ESSENTIAL FUNCTIONS

- Participates in/performs routine and complicated maintenance procedures on all City facilities and grounds.
- Assists in the execution of all phases of special events (i.e. Fourth of July parade/fireworks, Shakerag Arts and Crafts Festival, etc.) and must be able to work flexible work weeks or overtime to facilitate these events in the best interest of the City.
- Ensures cleanliness and availability of facilities and grounds.
- Collects and disposes of trash and litter from parks and facilities.
- Repairs and maintains areas and equipment to include, but not limited to, irrigation, plumbing, electrical, and mechanical systems.
- Makes minor repairs as needed.
- Responds in a courteous, timely, and effective manner to the expressed needs, concerns, and expectations of the City's residents and other customers, both internal and external to the City.
- Assists with special projects.
- Must attend specialized training, including safety training, as required by management.
- Participates in on-call rotation as required.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must

be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

A. Education and/or Experience

- Must possess a High School Diploma or equivalent GED and a minimum of three but less than five years related experience.
- Must have experience in operating hand and power tools, vehicles, and related light and medium equipment.
- Must have customer service experience.

B. Knowledge/Skills/Abilities

- Must have intermediate knowledge of plumbing, electrical, irrigation, and mechanical systems and be able to assist Maintenance Technicians III in routine repairs to these systems.
- Must be able to intermittently problem solve issues with plumbing, electrical, irrigation, and mechanical systems with some supervision from Maintenance Technician III and/or supervisor.
- Must have the ability to operate hand and power tools, vehicles, and related light and medium equipment in a safe and efficient manner.
- Must have knowledge of facilities/grounds.
- Must be able to follow oral instructions.
- Must have the ability to establish and maintain effective working relationships with City employees and the general public.
- Must be comfortable with the use of a ladder to complete repairs as necessary.

C. Certificates/Licenses/Registrations

- None required.

IV. WORKING CONDITIONS

A. Physical Demands

- The position requires physical exertion, such as walking over rough or difficult terrain; recurring standing, stooping, climbing, or walking; and recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 75 pounds. The work may require specific physical characteristics and abilities such as heightened strength, mobility, and dexterity.

B. Work Environment

- The position may require working in extreme temperatures for extended periods of time.

- The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress that require a range of safety and other precautions. The employee may be required to use protective clothing or equipment, such as masks, coats, vests, chaps, hats, boots, goggles, gloves, shield, seatbelt, etc.

C. Travel Requirements

- The incumbent may be required to travel on a limited basis.

V. APPROVAL SIGNATURES

____________________ Public Services Director	____________ Date
____________________ Human Resources Administrator	____________ Date
____________________ City Manager	____________ Date

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Buildings & Grounds Maintenance Technician III**
Division:	**Public Services**
Department:	**Buildings and Grounds Maintenance**
Job Code:	**467**
Level:	**272**
Eligible for Overtime:	**Yes**
Reports To:	**Buildings Maintenance Supervisor or Grounds Maintenance Supervisor**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**July 20, 2011 (Revised)**

I. POSITION SUMMARY

This position is responsible for the upkeep and general maintenance/repairs of City-owned buildings, facilities, grounds, and recreation fields.

II. ESSENTIAL FUNCTIONS

- Participates in/performs routine and complex maintenance procedures on all City facilities and grounds.
- Assists in the execution of all phases of special events (i.e. Fourth of July parade/fireworks, Shakerag Arts and Crafts Festival, etc.) and must be able to work flexible work weeks or overtime to facilitate these events in the best interest of the City.
- Ensures cleanliness and availability of facilities and grounds.
- Collects and disposes of trash and litter from parks and facilities.
- Repairs and maintains areas and equipment to include, but not limited to, irrigation, plumbing, electrical, and mechanical systems.
- Makes complex repairs as needed.
- Responds in a courteous, timely, and effective manner to the expressed needs, concerns, and expectations of the City's residents and other customers, both internal and external to the City.
- Assists with special projects.
- Mentors/trains Maintenance Technicians I and II to a level of proficiency.
- Must attend specialized training, including safety training, as required by management.
- Participates in on-call rotation as required.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must

be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

A. Education and/or Experience

- Must possess a High School Diploma or equivalent GED and a minimum of five but less than seven years related experience or two years of college/Associate's Degree with up to two years related experience.
- Must have experience in operating hand and power tools, vehicles, and related light and medium equipment.
- Must have customer service experience.

B. Knowledge/Skills/Abilities

- Must have extensive knowledge of plumbing, electrical, irrigation, and mechanical systems and be able to complete maintenance and routine repairs to these systems comfortably with little to no supervision other than verification from the supervisor.
- Must be able to confidently problem solve issues with plumbing (faucet, toilet, urinal, etc.), electrical (lighting ballast, fixtures, switches, etc.), irrigation, and mechanical systems with little to no supervision other than verification from the supervisor.
- Must have the ability to operate hand and power tools, vehicles, and related light and medium equipment in a safe and efficient manner.
- Must have knowledge of facilities/grounds.
- Must be able to follow oral instructions.
- Must have the ability to establish and maintain effective working relationships with City employees and the general public.
- Must be comfortable with the use of a ladder to complete repairs as necessary.

C. Certificates/Licenses/Registrations

- None required.

IV. WORKING CONDITIONS

A. Physical Demands

- The position requires physical exertion, such as walking over rough or difficult terrain; recurring standing, stooping, climbing, or walking; and recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 75 pounds. The work may require specific physical characteristics and abilities such as heightened strength, mobility, and dexterity.

B. Work Environment

- The position may require working in extreme temperatures for extended periods of time.
- The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress that require a range of safety and other precautions. The employee may be required to use protective clothing or equipment, such as masks, coats, vests, chaps, hats, boots, goggles, gloves, shield, seatbelt, etc.

C. Travel Requirements

- The incumbent may be required to travel on a limited basis.

V. APPROVAL SIGNATURES

Public Services Director	Date
Human Resources Administrator	Date
City Manager	Date

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Buildings and Grounds Manager**
Division:	**Public Services**
Department:	**Buildings and Grounds Maintenance**
Job Code:	**419**
Level:	**283**
Eligible for Overtime:	**No**
Reports To:	**Public Services Director**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**July 14, 2011 (Revised)**

I. POSITION SUMMARY

This position manages the operation and maintenance of all City Facilities and grounds, including the oversight and organization of all routine, preventive and capital maintenance required as part of an active building maintenance program. In addition, this position manages the daily operations of grounds upkeep needed for all City recreational fields, etc.

II. ESSENTIAL DUTIES

- Develops an annual maintenance plan for all facilities to include, but not limited to, HVAC systems, fire suppression, backflow preventer, fire extinguishers, etc.
- Coordinates all facility capital and renovation projects.
- Coordinates bid specifications for all buildings and grounds projects.
- Oversees contractors needed for facility testing and routine maintenance to include HVAC systems, fire suppression, backflow preventer, fire extinguishers, plumbing, electrical systems, etc.
- Provides direction for daily maintenance operations to staff and assigned crews.
- Inspects city buildings and facilities and ensures repairs are made by staff and/or contractors in accordance with the maintenance plan.
- Prepares requisitions for repairs and supplies.
- Serves as City Safety Inspector.
- Prepares the annual facilities budget for all departments.
- Supervises all buildings and grounds personnel; duties include planning, scheduling, organizing and directing work, training personnel, disciplining/terminating personnel, and recommending applicants for employment.
- Teaches and enforces safety regulations as the City Safety Inspector.
- Coordinates work activities with other departments.
- Inspects and evaluates the condition of buildings for possible mechanical, electrical, and structural problems and for general building cleanliness and grounds maintenance to insure established standards are maintained.

- Identifies and takes appropriate action in emergency situations to protect safety of personnel and property.
- Recommends projects for annual work plan and preventive maintenance program.
- Maintains records of jobs performed and hours worked by employees.
- Must attend specialized training, including safety training, as required by management.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

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

A. Education and/or Experience

- High School diploma and over ten years directly related experience or two years of college or Associate's Degree and greater than five years related experience or a Bachelor's Degree with greater than two years related experience, or a Master's degree with related experience.
- Must have a minimum of two years supervisory experience.
- Must possess customer service experience.

B. Knowledge/Skills/Abilities

- Must have technical knowledge of electrical, plumbing, mechanical, and structural systems as they apply to City facilities.
- Must possess the ability to handle problems and deviations in the work assignment in accordance with instructions, policies, previous training, or accepted practices in the job.
- Must possess the ability to obtain, clarify, or give information regardless of the nature of the information, i.e. the data may range from easily understood to highly technical.

C. Certificates/Licenses/Registrations

- None required.

IV. WORKING CONDITIONS

A. Physical Demands

- The position requires physical exertion, such as walking over rough or difficult terrain; recurring standing, stooping, climbing or walking; recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 75 pounds. The work may require specific physical characteristics and abilities such as heightened strength, mobility, and dexterity.

B. Work Environment

- The incumbent will work in an environment involving moderate risks or discomforts which require special safety precautions. The employee may be required to use protective clothing or equipment, such as masks, coats, vests, chaps, hats, boots, goggles, gloves, shield, seatbelt, etc.

C. Travel Requirements

- The incumbent will be required to travel on a limited basis.

V. APPROVAL SIGNATURES

Public Services Director	Date
Human Resources Administrator	Date
City Manager	Date

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Sign Technician**
Division:	**Public Services**
Department:	**Public Works**
Job Code:	**435**
Level:	**269**
Eligible for Overtime:	**Yes**
Reports To:	**Manager of Support Services; Lead Sign Technician**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**August 9, 2011 (Revised)**

I. POSITION SUMMARY

This position is responsible for maintaining, installing, and inventorying all City and traffic signs in accordance with the Georgia Department of Transportation, City specifications, and the Manual on Uniform Traffic Control Devices.

II. ESSENTIAL FUNCTIONS

- Installs, repairs, and maintains City and traffic signs in accordance with the Georgia Department of Transportation, City specifications, and the Manual on Uniform Traffic Control Devices.
- Operates the City's computerized sign system for sign creation.
- Operates a variety of hand and power tools and light equipment, such as drills, routers, and saws.
- Carries out recurring assignments independently, but refers deviations, problems, and unfamiliar situations not covered by instructions to the supervisor for clarification and direction.
- Picks up and disposes of litter; empties trash cans; loads and unloads materials, supplies, equipment, trash, and other debris.
- Assists with special projects.
- Reports any safety hazards or maintenance problems to the Lead Sign Technician and/or Manager of Support Services.
- Responds to and participates in emergency calls involving sign replacements, repair, etc., when necessary.
- May operate City vehicles in the performance of duties and/or to attend training programs.
- Sets up chairs, tables, etc. in Council Chambers for meetings and other events according to diagrams and/or instructions.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

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

A. Education and/or Experience

- Must possess a high school diploma or GED and up to two years related experience.

B. Knowledge/Skills/Abilities

- Must have knowledge of the operation and maintenance of hand tools and light equipment, such as drills, various carpentry saws, and routers.
- Must be able to follow simple oral instructions.
- Must be able to understand computer operation.
- Must be able to read and understand operating instructions on equipment.
- Must have the ability to establish and maintain effective working relationships with City employees and the general public.
- Must have the ability to drive and operate the department's assigned vehicles and equipment in a safe and efficient manner.

C. Certificates/Licenses/Registrations

- Must possess a valid State of Georgia driver's license (Class C) and a satisfactory Motor Vehicle Record (MVR).
- Must be able to obtain a Georgia Department of Transportation Flagging Certificate.

IV. WORKING CONDITIONS

A. Physical Demands

- The position requires physical exertion, such as walking over rough or difficult terrain; recurring standing, stooping, climbing, or walking; and recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 75 pounds. The work may require specific physical characteristics and abilities such as heightened strength, mobility, and dexterity.

B. Work Environment

- The position may require working in extreme temperatures for extended periods of time.

- The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress that require a range of safety and other precautions.

C. Travel Requirements

- The incumbent may be required to travel on a limited basis.

V. APPROVAL SIGNATURES

Public Services Director	Date
Human Resources Administrator	Date
City Manager	Date

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Lead Sign Technician**
Division:	**Public Services**
Department:	**Public Works**
Job Code:	**430**
Level:	**272**
Eligible for Overtime:	**Yes**
Reports To:	**Manager of Support Services**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**August 9, 2011 (Revised)**

I. POSITION SUMMARY

This position is responsible for making, installing, and inventorying all City and traffic signs in accordance with the Georgia Department of Transportation, City specifications, and the Manual on Uniform Traffic Control Devices.

II. ESSENTIAL FUNCTIONS

- Installs, repairs, and maintains City and traffic signs in accordance with the Georgia Department of Transportation, City specifications, and the Manual on Uniform Traffic Control Devices.
- Operates the City's computerized sign system for sign creation.
- Operates a variety of hand and power tools and light equipment, such as drills, routers, and saws.
- Monitors signs and assigns work repairs.
- Maintains an up-to-date inventory of City signs to include installation date and maintenance log.
- Serves as Lead Worker in crew, instructing and training Sign Technician in correct methods and procedures; provides direction for daily work.
- Handles problems and deviations in the work assignment in accordance with instructions, policies, previous training, or accepted practices in the job.
- Picks up and disposes of litter; empties trash cans; loads and unloads materials, supplies, equipment, trash, and other debris.
- Performs tasks on special projects.
- Performs daily safety check on equipment; cleans and maintains tools and equipment; and reports mechanical or other defects to supervisor.
- Keeps accurate records of time, equipment, and materials for work assigned.
- Reports any safety hazards or maintenance problems to the Manager of Support Services.
- Responds to and participates in emergency calls involving sign replacements, repair, etc., when necessary.
- May operate City vehicles in the performance of duties and/or to attend training programs.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

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

A. Education and/or Experience

- Must possess a high school diploma or GED and three to less than five years related experience.
- Must have a minimum of one year experience in operating hand and power tools.
- Must have experience with Microsoft Office to include, but not limited to, Word and Excel.

B. Knowledge/Skills/Abilities

- Must have knowledge of the operation and maintenance of hand tools and light equipment, such as drills, various carpentry saws, and routers.
- Must be able to follow simple oral instructions.
- Must have the ability to prepare accurate reports of time, equipment, and materials.
- Must be proficient in computer operation.
- Must be able to read and understand operating instructions on equipment.
- Must have the ability to establish and maintain effective working relationships with City employees and the general public.
- Must have the ability to drive and operate the department's assigned vehicles and equipment in a safe and efficient manner.

C. Certificates/Licenses/Registrations

- Must possess a valid State of Georgia driver's license (Class C) and a satisfactory Motor Vehicle Record (MVR).
- Must be able to obtain a Georgia Department of Transportation Flagging Certificate.

IV. WORKING CONDITIONS

A. Physical Demands

- The position requires physical exertion, such as walking over rough or difficult terrain; recurring standing, stooping, climbing, or walking; and recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 75 pounds. The work may require specific physical characteristics and abilities such as heightened strength, mobility, and dexterity.

B. Work Environment

- The position may require working in extreme temperatures for extended periods of time.
- The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress that require a range of safety and other precautions.

C. Travel Requirements

- The incumbent may be required to travel on a limited basis.

V. APPROVAL SIGNATURES

______________________________ Public Services Director	______________________ Date
______________________________ Human Resources Administrator	______________________ Date
______________________________ City Manager	______________________ Date

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Buildings Maintenance Supervisor**
Division:	**Public Services**
Department:	**Buildings and Grounds Maintenance**
Job Code:	**417**
Level:	**277**
Eligible for Overtime:	**Yes**
Reports To:	**Buildings and Grounds Manager**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**July 14, 2011 (Revised)**

I. POSITION SUMMARY

This position is responsible for commercial and general maintenance and repairs of City-owned buildings and facilities.

II. ESSENTIAL DUTIES

- Inspects city buildings and facilities and ensures repairs are made by staff and/or contractors in accordance with the maintenance plan.
- Assists in the execution of all phases of special events (i.e. Fourth of July parade/fireworks, Shakerag Arts and Crafts Festival, etc.) and must be able to work flexible work weeks or overtime to facilitate these events in the best interest of the City.
- Plans and implements preventive maintenance activities on building interiors, exteriors, and systems.
- Assists the Facilities and Grounds Manager in planning and implementing a variety of building maintenance projects.
- Meets with contractors and/or City Contracts/Outsourcing Manager to inspect work progress and completion and to provide quality control and guidance.
- Supervises all Facilities Maintenance personnel, including planning, scheduling, organizing and directing work, training personnel when needed, and completing evaluations and/or discipline as needed.
- Provides direction for daily maintenance operations to assigned crew by assigning objectives, priorities and deadlines, and assisting employees with unusual situations which do not have a precedent.
- Insures that components for maintenance repairs are maintained in inventory; maintains records of usage.
- Assists the Facility and Grounds Manager with budget preparation and planning.
- Acts as back-up to Grounds Maintenance Supervisor.
- Must attend specialized training, including safety training, as required by management.
- Participates in on-call rotation as required.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

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

A. Education and/or Experience

- High School diploma and seven to ten years related experience or two years of college or Associate's Degree and two to less than five years related experience or Bachelor's Degree and less than two years related experience.

B. Knowledge/Skills/Abilities

- Must have advanced technical knowledge of electrical, plumbing, mechanical and structural systems as they apply to City facilities.
- Must possess the ability to handle problems and deviations in the work assignment in accordance with instructions, policies, previous training, or accepted practices in the job.
- Must possess the ability to obtain, clarify, or give information regardless of the nature of the information, i.e. the data may range from easily understood to highly technical.
- Must be knowledgeable of current building codes.

C. Certificates/Licenses/Registrations

- None required.

IV. WORKING CONDITIONS

A. Physical Demands

- The position requires physical exertion, such as walking over rough or difficult terrain; recurring standing, stooping, climbing or walking; recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 75 pounds. The work may require specific physical characteristics and abilities such as heightened strength, mobility, and dexterity.

B. Work Environment

- The incumbent will work in an environment involving moderate risks or discomforts which require special safety precautions. The employee may be required to use protective clothing or equipment, such as masks, coats, vests, chaps, hats, boots, goggles, gloves, shield, seatbelt, etc.

C. **Travel Requirements**

- The incumbent will be required to travel on a limited basis.

V. APPROVAL SIGNATURES

Public Services Director	Date
Human Resources Administrator	Date
City Manager	Date

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Grounds Maintenance Supervisor**
Division:	**Public Services**
Department:	**Buildings and Grounds Maintenance**
Job Code:	**418**
Level:	**277**
Eligible for Overtime:	**Yes**
Reports To:	**Buildings and Grounds Manager**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**July 14, 2011 (Revised)**

I. POSITION SUMMARY

This position is responsible for upkeep and general maintenance of City grounds and recreation fields.

II. ESSENTIAL DUTIES

- Assists the Buildings and Grounds Manager in planning and implementing a variety of grounds maintenance projects, such as turf care, irrigation, water quality, striping, etc.
- Assists in the execution of all phases of special events (i.e. Fourth of July parade/fireworks, Shakerag Arts and Crafts Festival, etc.) and must be able to work flexible work weeks or overtime to facilitate these events in the best interest of the City.
- Plans and implements preventive maintenance activities on building interiors, exteriors, and systems.
- Supervises all Grounds Maintenance personnel, including planning, scheduling, organizing and directing work, training personnel when needed, and completing evaluations and/or discipline as needed.
- Meets with contractors and/or City Contracts/Outsourcing Manager to inspect work progress and completion and to provide quality control and guidance.
- Provides direction for daily grounds maintenance operations to assigned crew by assigning objectives, priorities and deadlines, and assisting employees with unusual situations which do not have a precedent.
- Provides input on specifications for purchasing heavy equipment for turf care management.
- Insures field maintenance and janitorial supplies are maintained in inventory; maintains records of usage.
- Assists the Buildings and Grounds Manager with budget preparation and planning.
- Acts as back-up to Buildings Maintenance Supervisor.
- Must attend specialized training, including safety training, as required by management.
- Participates in on-call rotation as required.

- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

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

A. Education and/or Experience

- High School diploma and seven to ten years related experience or two years of college or Associate's Degree and two to less than five years related experience or Bachelor's Degree and less than two years related experience.

B. Knowledge/Skills/Abilities

- Must have advanced knowledge of field maintenance, striping, and other skills as they pertain to turf maintenance.
- Must possess the ability to handle problems and deviations in the work assignment in accordance with instructions, policies, previous training, or accepted practices in the job.
- Must possess the ability to obtain, clarify, or give information regardless of the nature of the information, i.e. the data may range from easily understood to highly technical.
- Must be knowledgeable of Athletic Association regulations.

C. Certificates/Licenses/Registrations

- Must acquire (within 18 months) and must maintain Ornamental and Turf Category 24 state license.
- Must acquire (within one year) and maintain playground safety inspection credentials.

IV. WORKING CONDITIONS

A. Physical Demands

- The position requires physical exertion, such as walking over rough or difficult terrain; recurring standing, stooping, climbing or walking; recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 75 pounds. The work may require specific physical characteristics and abilities such as heightened strength, mobility, and dexterity.

B. Work Environment

- The incumbent will work in an environment involving moderate risks or discomforts which require special safety precautions. The employee may be required to use protective clothing or equipment, such as masks, coats, vests, chaps, hats, boots, goggles, gloves, shield, seat belt, etc.

C. Travel Requirements

- The incumbent will be required to travel on a limited basis.

V. APPROVAL SIGNATURES

______________________ Public Services Director	______________ Date
______________________ Human Resources Administrator	______________ Date
______________________ City Manager	______________ Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Financial Services Director P.S.
Administrative Services Director

FROM: Human Resources Administrator

DATE: August 12, 2011

SUBJECT: **Consider Elimination/Replacement of One (1) Position in the Reorganization of the Recreation & Special Events Department August 18, 2011, City Council Meeting**

Recommendation

Staff recommends eliminating the Office Administrator position (Grade 275) in the reorganization plan/budget for the Recreation & Special Events Department and replacing it with a new position entitled Recreation Services Specialist (Grade 274).

Discussion

As part of the reorganization of the Recreation & Special Events Department, the plan was to eliminate the Administrative Assistant and Recreation Staff Assistant positions and replace with an Office Administrator position. The FY 2012 Budget identifies the position as Office Administrator as well. Once the job description was written (See attached), it was sent to The Mercer Group for evaluation of the factoring as is outlined in our compensation policy.

Upon receiving the final evaluation from The Mercer Group, it was recommended that the position be placed at a Grade 274. In addition, since the position will not supervise any other positions, the recommendation included re-titling the position. The position was re-named "Recreation Services Specialist," which is consistent with other positions within Grade 274.

Budget Impact

The funds for this position have been allocated in the FY 2012 budget. Since the position was evaluated at a lower salary grade than anticipated, a small savings will be realized.

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Recreation Services Specialist**
Division:	**Community Services**
Department:	**Recreation and Special Events**
Job Code:	**581**
Level:	**274**
Eligible for Overtime:	**Yes**
Reports To:	**Recreation and Special Events Administrator**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**August 2, 2011**

I. POSITION SUMMARY

This position provides administrative and operational support to the Recreation and Special Events Department.

II. ESSENTIAL DUTIES

- Serves as back-up for Customer Service Representative and ensures coverage of front desk at all times (office phone to roll over when needed).
- Responds to citizen questions and provides information regarding recreation programs, special events and tournaments, as well as general information regarding the City.
- Receives, prepares, and distributes correspondence, memoranda, reports, forms and other documentation, including Department staff meeting minutes.
- Maintains files, records, and correspondence; serves as Department point-of-contact for City-wide records management.
- Maintains program calendar for all activities scheduled at recreation facilities and parks.
- Processes reservations for city facilities through Active recreation software program or other designated system; receives deposits and processes refunds when applicable.
- Processes time sheets, Payroll Change Notices, and other personnel-related activities for Department.
- Coordinates training and travel requests for Department.
- Ensures updated city policies (CARS/CAMS) are available for Department staff and assists Staff with research as needed.
- Responsible for coordinating and entering registration fees for fenced accounts.
- Enters purchase requisitions, including blanket purchase orders and receiving reports, and prepares payment requests for Department.
- Verifies all receipts, prepares deposits, and submits to Finance Department daily.
- Responsible for maintaining and reconciling petty cash for Department.
- Delivers and picks up mail to and from City Hall.
- Responsible for maintaining Adopt-A-Park and memorial donation programs.

- Responsible for maintaining operational efficiencies of office equipment (postage, copier, etc.).
- Responsible for generating maintenance work orders to maintain and improve operations, including signage and facility enhancements; monitors status of work order requests for all recreation facilities.
- Serves as recording secretary for Recreation Commission.
- Provides input during budget preparation for equipment and supply needs.
- Works special events as needed.
- Supports and enforces operational procedures and policies of the facility, department, and City.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

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

A. Education and/or Experience

- High School Diploma (or GED) with seven to ten years related experience; or two years of college or Associate's Degree and two to four years related experience; or a Bachelor's Degree with less than two years related experience.
- Must possess customer service experience.

B. Knowledge/Skills/Abilities

- Must be knowledgeable in the field of office and clerical administration.
- Must possess outstanding communication skills, both orally and in writing.
- Must be knowledgeable of Microsoft Office products, such as Word and Excel, and must be able to learn other software easily.
- Must be able to problem solve effectively.

C. Certificates/Licenses/Registrations

- None required.

IV. WORKING CONDITIONS

A. Physical Demands

- The position requires limited physical exertion. There may be some walking, standing, stooping, carrying of light items such as papers, books, or small parts. The work is sedentary and requires no special physical demands. However, when assisting with special events, lifting items weighing less than 25 pounds may be required on occasion.

B. <u>Work Environment</u>

- The incumbent will work in an environment involving every day risks or discomforts which require normal safety precautions.

C. <u>Travel Requirements</u>

- The incumbent will be required to travel on a limited basis.

V. APPROVAL SIGNATURES

Community Services Director	Date
Human Resources Administrator	Date
City Manager	Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Financial Services Director** P.S.

DATE: **August 11, 2011**

SUBJECT: **Adopt 2011 millage rates**

August 18, 2011 City Council Meeting

Recommendation:
Adopt the Maintenance and Operation millage rate of 6.384 and Bond millage rate of 0.399.

Discussion:
The city has already met the advertising requirements of O.C.G.A. 48-5-32 for advertising the 2011 tax digest and history of levy, and may now take action to adopt the 2011 millage rates as advertised. Per Council instruction to staff, the FY 2012 budget is based upon the same exact millage rates that are currently in effect for FY 2011. In the past, when adopting the same millage rates as the prior year, we were always required to advertise a notice of property tax increase due to the fact that there were increases in the tax digest that generated more tax revenue for the city. This year, due to the fact that the tax digest has declined, we will actually collect approximately $200K less property tax revenue than last year's tax levy. This amounts to a tax cut of approximately 1.7% for the city in FY 2012.

Budgetary Impact:
Will authorize tax levy of approximately $12.2M for FY 2012 operations and debt service.

PT-38 (Rev 02/09)
City Millage Rate Certification

CITY AND INDEPENDENT SCHOOL MILLAGE RATE CERTIFICATION FOR TAX YEAR 2011

http://www.etax.dor.ga.gov/ptd/download/index.aspx

Complete this form once the levy is determined, and if zero, report this information in Column 1. Mail a copy to the address below or fax to (404) 968-0778 and distribute a copy to your County Tax Commissioner and Clerk of Court. This form also provides the Local Government Service Division with the millage rates for the distribution of Railroad Equipment Tax and the Homeowner Tax Relief Grant.

Georgia Department of Revenue
Local Government Services Division
4245 International Parkway, Suite A
Hapeville, Georgia 30354-3918
Phone: (404) 968-0707 Fax: (404) 968-0778

CITY NAME	ADDRESS	CITY, STATE, ZIP
City of Peachtree City	151 Willowbend Road	Peachtree City, GA 30269

FEI #	CITY CLERK	PHONE NO.	FAX	EMAIL
58-1079955	Anne (Betsy) Tyler	(770) 487-7657	(770) 631-2505	psalvatore@peachtree-city.org

OFFICE DAYS / HOURS	ARE TAXES BILLED AND COLLECTED BY THE ( ) CITY OR (X) COUNTY TAX COMMISSIONER? LIST VENDOR, CONTACT PERSON AND PHONE NO.
Mon - Fri, 8AM - 5PM	

List below the amount & qualifications for each LOCAL homestead exemption granted by the City and Independent School System.

CITY		INDEPENDENT SCHOOL	
Exemption Amount	**Qualifications**	**Exemption Amount**	**Qualifications**
5,000	Age 65 or older and Federal AGI <$30,000		

If City and School assessment is other than 40%, enter percentage millage is based on __________%. Please list below the millage rate in terms of mills.
EXAMPLE: 7 mills (or .007) is shown as 7.000. PLEASE SHOW MILLAGE FOR EACH TAXDING JURISDICTION EVEN IF THERE IS NO LEVY.

CITY DISTRICTS List Special Districts if different from City District below such as CID's, BID's, or DA's	DISTRICT NO. List District Numbers	COLUMN 1 Gross Millage for Maintenance & Operations	COLUMN 2 **Less Rollback for Local Option Sales Tax	COLUMN 3 Net Millage for Maintenance & Operation Purposes (Column 1 less Column 2)	COLUMN 4 Bond Millage (If Applicable)	COLUMN 5 Total Millage Column 3 + Column 4
City Millage Rate		9.927	3.543	6.384	0.399	6.783
Independent School System						
Special Districts						

**Local Option Sales Tax Proceeds must be shown as a mill rate rollback if applicable to Independent School.

Name of County(s) in which your city is located: Fayette County

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2011

________________ Date

________________________ Mayor

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2011

COUNTY: Fayette | TAXING JURISDICTION: City of Peachtree City (#5)

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2010 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2011 DIGEST
REAL	1,620,444,125	-31,135,280	-11,012,536	1,578,296,309
PERSONAL	196,470,545		15,780,531	212,251,076
MOTOR VEHICLES	101,566,890		837,390	102,404,280
MOBILE HOMES	0		0	0
TIMBER -100%	41,866		-41,866	
HEAVY DUTY EQUIP	0		0	
GROSS DIGEST	1,918,523,426	-31,135,280	5,563,519	1,892,951,665
EXEMPTIONS	87,361,381	0	3,966,336	91,327,717
NET DIGEST	1,831,162,045	-31,135,280	1,597,183	1,801,623,948
FLPA Reimbursement Value			0	
Adjusted NET DIGEST	1,831,162,045	-31,135,280	1,597,183	1,801,623,948
	(PYD)	(RVA)	(NAG)	(CYD)
2010 MILLAGE RATE >>>	6.384	2011 PROPOSED MILLAGE RATE >>>		6.384

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2010 Net Digest	PYD	1,831,162,045	
Net Value Added-Reassessment of Existing Real Property	RVA	-31,135,280	
Other Net Changes to Taxable Digest	NAG	1,597,183	
2011 Net Digest	CYD	1,801,623,948	(PYD+RVA+NAG)
2010 Millage Rate	PYM	6.384	
Millage Equivalent of Reassessed Value Added	ME	-0.110	(RVA/CYD) * PYM
Rollback Millage Rate for 2011	RR	6.494	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2011 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)

Rollback Millage Rate	6.494
2011 Millage Rate	6.384
Percentage Increase	-1.69%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors ____________ Date ____________

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner ____________ Date ____________

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2011 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2011 is ____________

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2011 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2011 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party ____________ Title ____________ Date ____________

PT32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2011

COUNTY: Fayette

TAXING JURISDICTION: City of Peachtree City Bond (#5)

INFORMATION FOR THE SHADED PORTIONS OF THIS SECTION MUST BE ENTERED

This information will be the actual values and millage rates certified to the Department of Revenue for the applicable tax years.

DESCRIPTION	2010 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2011 DIGEST
REAL	1,620,444,125	-31,135,280	-11,012,536	1,578,296,309
PERSONAL	196,470,545		15,780,531	212,251,076
MOTOR VEHICLES	101,566,890		837,390	102,404,280
MOBILE HOMES	0		0	0
TIMBER -100%	41,866		-41,866	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	1,918,523,426	-31,135,280	5,563,519	1,892,951,665
EXEMPTIONS	86,691,381	0	3,866,336	90,557,717
NET DIGEST	1,831,832,045	-31,135,280	1,697,183	1,802,393,948
FLPA Reimbursement Value			0	
Adjusted NET DIGEST	1,831,832,045	-31,135,280	1,697,183	1,802,393,948
	(PYD)	(RVA)	(NAG)	(CYD)
2010 MILLAGE RATE >>>	0.399	2011 PROPOSED MILLAGE RATE >>>		0.399

THIS SECTION WILL CALCULATE AUTOMATICALLY UPON ENTRY OF INFORMATION ABOVE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2010 Net Digest	PYD	1,831,832,045	
Net Value Added-Reassessment of Existing Real Property	RVA	-31,135,280	
Other Net Changes to Taxable Digest	NAG	1,697,183	
2011 Net Digest	CYD	1,802,393,948	(PYD+RVA+NAG)
2010 Millage Rate	PYM	0.399	
Millage Equivalent of Reassessed Value Added	ME	-0.007	(RVA/CYD) * PYM
Rollback Millage Rate for 2011	RR	0.406	PYM - ME

COMPUTATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2011 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. Section 48-5-32.1(c) (2)

Rollback Millage Rate	0.406
2011 Millage Rate	0.399
Percentage Increase	-1.72%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors ____________ Date ____________

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner ____________ Date ____________

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. Section 48-5-32.1 for the taxing jurisdiction for tax year 2011 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2011 is ________

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2011 exceeds the rollback rate, I further certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. Sections 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published five year history and current digest advertisement, the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

____ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2011 does not exceed the rollback rate, I further certify that the required five year history and current digest advertisement have been published in accordance with O.C.G.A. Section 48-5-32 as evidenced by the attached copy of such advertised report.

Signature of Responsible Party ____________ Title ____________ Date ____________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

FROM: Financial Services Director P.S.

DATE: August 11, 2011

SUBJECT: Adoption of FY 2012 Budget Resolution & Resolution to Commit Fund Balance

August 18, 2011 City Council Meeting

Recommendation:
Adopt the attached resolution for the FY 2012 Budget, along with all supporting schedules, and also adopt the resolution for commitment of fund balance.

Discussion:
Council has already held budget workshops and the required public hearing on the FY 2012 Budget and may now take action to adopt the annual operating budget. The budget now includes estimated tax revenues based upon the final property tax digest figures received from the Fayette County Tax Commissioner, and also includes amended debt service appropriations based upon upcoming debt restructuring. In accordance with direction received from City Council at the public hearing, staff also made the following adjustments to the staff-proposed FY 2012 budget:

- Reduce General Fund departmental expenditures by $100,000
- Reduce police vehicle replacements in the PIP Fund by one vehicle
- Reduce PIP Contingency by $35,000 to $15,000

Additional changes were made to the 5-Year Financial Model that impacted fiscal years 2013 - 2016 as presented and agreed upon by Council at the public hearing.

The resolution to commit fund balance is similar to the resolution passed last year for this purpose, and formally expresses Council's desire to commit fund balance in excess of 20% (or those properly categorized otherwise) to be used to offset any impact from the upcoming LOST renegotiations, and also from the elimination and depletion of 2005 SPLOST revenues. This is a continuation of the plan adopted last year concurrently with the 1.25 millage increase to hedge against the financial impacts of these events scheduled for FY 2013.

Budgetary Impact

Adoption of the resolutions will authorize all appropriations for FY 2012 identified in the supporting schedules, and commit fund balance in accordance with the resolution.

BUDGET RESOLUTION

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2012 FOR EACH FUND OF PEACHTREE CITY, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES.

WHEREAS, a proposed budget for each of the various funds of the City has been presented to the City Council and,

WHEREAS, appropriate advertised public hearings have been held on the FY 2012 Proposed Budget, as required by Federal, State and Local Laws and Regulations; and,

WHEREAS, the City Council has reviewed the proposed budget and has made certain amendments to funding sources and appropriations; and,

WHEREAS, the budget for each fund includes appropriations for Fiscal Year 2012, incorporates certain levies, assessments, fees and charges to finance these expenditures and fits the anticipated funding sources; and

WHEREAS, each of the funds has a balanced budget, such that anticipated funding sources equal proposed expenditures; and,

WHEREAS, there are adequate funds available in cash reserves to cover any unanticipated revenue shortfall;

NOW, THEREFORE, BE IT RESOLVED that this budget, a summary of which is hereto attached, is hereby adopted specifying the anticipated funding sources for each fund and making appropriations for proposed expenditures to the Divisions named in each fund.

SO RESOLVED, in open session assembled pursuant to law. This ___ day of ________, 2011.

____
Mayor

____

____

____

____

ATTEST: ______________________
Betsy Tyler, City Clerk

City of Peachtree City
Five-Year Financial Projections

General Fund	Projected Actual FY 2011	Proposed Budget FY 2012	Model Budget FY 2013	Model Budget FY 2014	Model Budget FY 2015	Model Budget FY 2016
Beginning Unassigned/Committed Fund Balance	$8,077,347	$8,685,998	$10,063,559	$9,371,155	$7,872,083	$7,039,693
Sources of Funds:						
Percentage Increase in G.F. Revenue over Prior Year		3.62%	-2.22%	2.40%	2.87%	2.15%
Total Revenues & Transfers In	$27,838,029	$28,845,241	$28,205,322	$28,883,461	$29,711,191	$ 30,349,482
Uses of Funds:						
		8.83%	4.96%	4.38%	0.75%	1.71%
Departmental Operating Expenses	$22,687,977	$25,325,234	$26,446,865	$27,605,765	$27,954,518	$28,432,259
Salary Vacancy/Other Savings:		($633,131)	($528,937)	($552,115)	($698,863)	($710,806)
General Administration Expenses	$1,190,072	$310,318	$361,242	$373,099	$385,978	$ 419,482
Transfers to Other Funds/Authorities	$3,351,328	$2,465,260	$2,618,555	$2,955,784	$2,901,949	$ 2,971,601
Total Uses of Funds:	$27,229,377	$27,467,681	$28,897,725	$30,382,533	$30,543,581	$31,112,535
Percentage Increase in G.F. Expenses over Prior Year		2.46%	5.21%	5.14%	0.53%	1.86%
Surplus / (Deficit)	$608,652	$1,377,560	($692,403)	($1,499,072)	($832,391)	($763,053)
Ending Fund Balance - General Fund	$8,685,998	$10,063,559	$9,371,155	$7,872,083	$7,039,693	$6,276,640
Reserve Percentage	32%	37%	32%	26%	23%	20%
Target Reserves (20% of Uses of Funds):	$5,445,875	$5,493,536	$5,779,545	$6,076,507	$6,108,716	$6,222,507
Over (Under)	$3,240,123	$4,570,022	$3,591,610	$1,795,577	$930,977	$54,133
Total City Millage Rate:	6.783	6.783	6.996	7.209	7.427	7.339
Maintenance & Operation Millage Rates	6.384	6.384	6.597	6.810	7.023	7.023
M & O Millage Increase/Decrease	1.250	0.000	0.213	0.213	0.213	0.000
Percent Increase/Decrease	24.35%	0.00%	3.34%	3.23%	3.13%	0.00%
Bond Millage Rates	0.399	0.399	0.399	0.399	0.404	0.316
Bond Millage Increase/Decrease	0.000	0.000	0.000	0.000	0.005	-0.088
Percent Increase/Decrease	0.00%	0.00%	0.00%	0.00%	1.25%	-21.78%

General Fund
FY 2012 Budget Summary

Sources of Funds:

Estimated Revenues		
Taxes	$23,849,555	
Licenses & Permits	$641,637	
Intergovernmental (Grants)	$300,020	
Charges for Services	$1,456,738	
Fines & Forfeitures	$1,252,070	
Investment Income	$76,974	
Contributions & Donations	$0	
Miscellaneous	$131,448	
Total Estimated Revenues:		$27,708,442
Other Sources		$1,136,799
Surplus Carryover:		-$1,377,560
Total Sources of Funds:		**$27,467,681**

Uses of Funds:

Appropriations		
Departmental Operating Expenses		
Executive Services	$377,394	
Economic Development	$75,148	
Administrative Services	$2,248,450	
Financial Services/ I.T.	$1,166,805	
Public Safety	$13,767,753	
Public Works	$4,422,090	
Recreation & Special Events	$2,407,977	
Tourism Support Services	$182,777	
Community Services	$676,840	
Total Departmental Appropriations:		$25,325,234
Salary Vacancy/ Other Savings		-$633,131
General Administration		
Council Contingency	$0	
Not-for-Profit Organizations	$26,757	
General Liability Insurance	$89,243	
Development Authority Bond	$0	
Miscellaneous Legal Fees/Claims	$100,000	
Other Expenses	$49,318	
Administrative/Technical Contingencies	$45,000	
Total General Administration:		$310,318
Transfers to Other Funds/Authorities		
Transfer to PIP	$12,275	
Transfer to Debt Service	$2,445,485	
Development Authority of Peachtree City	$7,500	
Transfer to Amphitheater Fund	$0	
Total Transfers:		$2,465,260
Total Uses of Funds		**$27,467,681**

General Fund - Sources of Funds

08/11/2011

Account Title	Proposed FY 2012 Budget
Taxes	
Ad Valorem (Real) Property - Current	$10,847,818
Ad Valorem (Real) Property - Prior Yrs.	$124,000
Motor Vehicle	$653,749
Real Estate Transfer Tax	$21,000
Recording Intangible Tax	$120,175
GA Power Franchise Tax	$945,259
Coweta Fayette EMC	$892,389
Atlanta Gas Franchise Tax	$261,031
Comcast Cable	$274,584
Bell South Cable	$36,000
Nulink	$5,849
Communications Franchise Tax	$188,500
Local Option Sales Tax	$6,520,000
Alcoholic Beverage Tax	$627,300
Mixed Drink Tax	$77,250
Business/Occupational Tax	$368,000
Financial Institutions	$84,151
Insurance Premium Tax	$1,802,500
Total Taxes:	$23,849,555
Licenses & Permits	
Soil Erosion Permits	$2,400
Land Disturbance Fees	$4,000
Alcoholic Beverage Licenses	$295,800
Golf Cart Registration	$60,000
Alcohol Server Registration Fees	$37,230
Burn Permits	$50
Miscellaneous Fire Permits	$400
Certificates of Compliance- Fire	$1,800
Building Permits	$150,000
Certificates of Occupancy New	$3,882
Certificates of Completion	$750
Plumbing Permits	$13,448
Electrical Permits	$21,886
Mechanical/HVAC Permits	$42,034
Reinspection Fee	$100
Zoning & Land Use Permits	$927
Sign Permits	$4,500
Temporary Sign/Use	$2,430
Total Licenses & Permits:	$641,637
Intergovernmental	
Matching Grants	$0
Federal Operating Grant - DoJ	
FCBOE Reimb.- Resource Officers	$44,000
OCDETF Overtime Reimbursement	

General Fund - Sources of Funds

08/11/2011

Account Title	Proposed FY 2012 Budget
Federal Operating Grant - SAFER	$130,020
Fayette County Recreation Grant	$114,000
GMA Grants	$12,000
Total Intergovernmental:	$300,020
<u>Charges for Services</u>	
Tower Lease	$163,569
WASA Reimbursements	$500
DAPC Reimbursements	
Sale of Merchandise	$2,620
Plan Review Fee - Fire New Construction	$7,000
Fire Sprinkler Plan Review	$4,000
Site Follow Up - Fire	$150
Ambulance Fees	$502,988
Sale of Recycled Materials	$1,732
Program Fees - Liesure Svces - All	
Program Fees - Gathering Place	$18,437
Program Fees - Recreation	$187,533
Program Fees - Recreation Pools	$20,000
Program Fees - Athletic Tournaments	$6,440
TAG Program Revenues	$0
Ticket Sales - Youth Council	$0
Program Fees - Kedron Fieldhouse	$145,000
Program Fees - Kedron Pool	$150,517
Development Fee Collected	$100
Building Plan Review Fees	$34,263
Building Plan Review Resubmittal Fees	$5,200
Plan Review - Site Plan	$1,342
Plan Review - Final Site Plan	$538
Conceptual Plan Fees	$0
Notice of Intent - EPD	$180
Plan Review Fees - Subdivision	$300
Application Fees	$0
Other Charges for Services	$21,552
Charges for Services - PCTA/CVB	$182,777
Total Charges for Services:	$1,456,738
<u>Fines & Forfeitures</u>	
Municipal Court Fees	$41,424
Court Administrative Fees	$57,850
Court Restitution	$7,409
Municipal Court Fines	$1,105,629
Security Forfeitures	$1,000
Local Confiscated Funds	
Library Fines	$38,758
Total Fines & Forfeitures:	$1,252,070

General Fund - Sources of Funds

08/11/2011

Account Title	Proposed FY 2012 Budget
<u>Investment Income</u>	
Interest Earnings	**$76,974**
Total Investment Income:	**$76,974**
<u>Contributions & Donations - Private</u>	
Donations - In-Kind - Community Events	
Donations	**$0**
Total Contributions/Donations:	**$0**
<u>Miscellaneous</u>	
Facility Rentals (Liesure Svces - All)	
Facility Rental - Gathering Place	**$7,745**
Facility Rental - Tennis Center	**$24,000**
Facility Rental - Recreation	**$9,612**
Facility Rental - Kedron	**$7,247**
Other Revenues	**$17,692**
Insurance Reimbursements	**$19,632**
Employee Vehicle Reimbursements	**$24,520**
Total Miscellaneous:	**$110,448**
Sale of Fixed Assets	**$21,000**
Total Fixed Assets:	**$21,000**
<u>Other Financing Sources</u>	
Capital Leases - Loan Proceeds	**$417,117**
Operating transfer from CVB	
Operating transfer from H/M Tax Fund	**$265,427**
Operating transfer from Impact Fee Fund	
Operating transfer from PIP Fund	**$454,255**
Total Other Financing Sources:	**$1,136,799**
General Fund Revenue Totals:	**$28,845,241**
Surplus Carryover/ (Reserve Increase)	**-$1,377,560**
Total Sources of Funds	**$27,467,681**

08/11/2011

General Fund Expenditures

	Proposed FY 2012 Budget
Departmental Operating Budgets	
Mayor & Council	$140,912
City Manager	$236,482
Total Executive Services:	$377,394
Economic Development	$75,148
Human Resources	$244,939
Public Information	$165,010
City Clerk	$440,738
Library Administration	$1,009,431
Municipal Court	$388,332
Total Administrative Services	$2,248,450
Finance Department	$627,861
Purchasing Department	$156,947
Information Technology	$381,997
Total Financial Services/ I.T.	$1,166,805
Police Department/Communications	$6,830,923
Code Enforcement	$317,504
Fire Department	$6,309,234
Emergency Medical Services	$310,092
Total Public Safety	$13,767,753
Public Works	$3,746,891
Engineering	$319,562
Mosquito Control	
Stormwater Management	$355,637
Total Public Works	$4,422,090
Recreation Administration	$1,688,003
Kedron Fieldhouse	$620,950
Gathering Place Senior Center	$99,024
Total Recreation & Special Events	$2,407,977
Planning & Zoning	$348,901
Building Department (Inspections)	$327,939
Total Planning & Zoning Services	$676,840
Tourism - Shared Labor	$182,777
Total Departmental Budgets:	$25,325,234

General Fund Expenditures

	Proposed FY 2012 Budget
Total Departmental Budgets:	$25,325,234
<u>General Administration Budget</u>	
Liability Insurance (GIRMA)	$89,243
Unemployment Insurance	$48,000
Pooled Vehicle Expenses	$1,318
Development Authority Debt Service	$0
Not-for-Profit Organizations	$26,757
Council Contingency	
Contingency - Legal Sevices	$100,000
Contingency - Technology	$25,000
Contingency - General Administration	$20,000
Total General Administration:	$310,318
<u>Operating Transfers</u>	
Transfer to PIP Fund	$12,275
Transfer to Impact Fee Fund	
Transfer to Debt Service Fund	$2,445,485
Transfer to Amphitheater Fund	$0
Development Authority	$7,500
Total Interfund Transfers:	$2,465,260
General Fund Totals:	$28,100,812
Salary Vacancy/ Other Savings:	-$633,131
Total Uses of Funds:	$27,467,681

Public Improvement Program Fund
FY 2012 Budget Summary

Revenues:

Transfer from General Fund	$12,275
Equipment/Lease-Purchase Loans	$1,095,500
Bricks & Mortar Loans	$0
Facilities Authority Bond Proceeds	$3,000,000
State Grants	$0
Interest/Other Revenue	$2,725
Developer Contributions	$0
Total Revenues:	**$4,110,500**

Appropriations:

Public Works	$498,000
Community Services	$1,589,255
Public Safety	$1,100,500
Administration	$907,745
Contingency	$15,000
Total Appropriations:	**$4,110,500**

2012 Public Improvement Program

Expenditures	5 Year Plan	Debt Svce.	Term
Division: Public Services			
Bobcat Skid Steer Loader Replacement	$39,000	$8,864	5 yrs.
Dump Truck Replacements (3) F-750s	$225,000	$51,138	5 yrs.
Dump Bed Replacements (2)	$44,000	$10,000	5 yrs.
Telephone System Replacement/Upgrades	$25,000	$5,682	5 yrs.
Bulk Oil Storage Repair & Relocate	$50,000	$4,725	10 yrs.
BSC Building Maintenance Facility Improvements	$75,000	$7,088	10 yrs.
Break Room & Restroom Renovations	$40,000	$3,780	10 yrs.
Cart Path Extensions			
Various	$0		
Public Services Total	$498,000		
Division: Community Services Services			
Kedron Pool Bubble Replacement (1)	$454,255	$42,930	10 yrs.
Thin Client Computing- Patron Work Stations	$45,000	$10,228	5 yrs.
Tennis Center Covered Court Roofs	$150,000	$14,176	10 yrs.
Amphitheater Building Improvements	$100,000	$9,451	10 yrs.
Seal Exterior of Library	$100,000	$9,451	10 yrs.
Kedron Larg Pool Resurfacing	$40,000	$3,780	10 yrs.
All Chilrens Playground Surface (resurfacing)	$50,000	$4,725	10 yrs.
Battery Way Boat Dock Replacement	$150,000	$14,176	10 yrs.
Expand BSC Parking Lot (to full capacity)	$500,000	$47,253	10 yrs.
Leisure Services Total	$1,589,255		
Division: Public Safety Services			
F.D. Expedition replacement (Asst Ops/EMS)	$0	$0	5 yrs.
Expedition (Batta/Shift Cmndr) repl. Explorer	$0	$0	5 yrs.
Replace Rescue 8	$175,000	$39,774	5 yrs.
Medic 84 remount- new chasis	$0	$0	5 yrs.
Station 81 Driveway & Parking Lot Repairs	$100,000	$9,451	10 yrs.
Station 82 Exterior Walls Sealing	$55,000	$5,198	10 yrs.
Neely Station 82 Roof Remodel	$175,000	$16,539	10 yrs.
Station 81 Exterior Wall Resurfacing	$75,000	$7,088	10 yrs.
Parking Lot Resurfacing	$75,000	$7,088	10 yrs.
P.D. Vehicle Fleet Replacements (9 @ $49,500)	$445,500	$101,254	5 yrs.
Records Management System	$0	$0	
Police Motorcycle (1)	$0	$0	5 yrs.
Public Safety Services Total	$1,100,500		
Administrative/Financial Services			
Backup System Replacement	$60,000	$13,637	5 yrs.
Email & Archiving System Replacement	$37,000	$8,409	5 yrs.
Projects to be Determined	$810,745	$76,620	10 yrs.
Administrative Services Total	$907,745		
Contingency Funds			
PIP Contingency	$15,000		
Total Expenditures	$4,110,500		
Revenue Sources			
General Fund Transfer		$12,275	
Equipment Lease Loan Proceeds (1)	$1,095,500		
Facilities Authority Bond Proceeds	$3,000,000		
State Grants			
Interest Revenue	$2,725		
Citywide Development Impact Fees			
Total Revenues		$4,098,225	
Total Revenues & Transfers		$4,110,500	

Equipment Lease/Purchase Program
Facilities Authority Bonds

Stormwater Utility Fund
Operating & Capital Budget
Fiscal Year 2012

Revenues

Fund 521	Description	Amount	
	Charges for Services	$ 1,328,952	
	Investment Income	3,450	
	Miscellaneous Revenue	4,200	
	Total Stormwater Revenues:		$ 1,336,602

Appropriations

Fund 521	Description	Amount	
	Personnel Services & Benefits	$ 667,194	
	Purchased/Contracted Services	218,458	
	Supplies	56,827	
	Contingency	-	
	Capital Outlay	-	
	Depreciation & Amortization	-	
	Other Costs (Bad Debt Expense & Contingency)	15,000	
	Debt Service	272,900	
	Other Financing Uses	-	
	Total Stormwater Appropriations:		$ 1,230,379
	Available for Renewal & Extension Fund		$ 106,223

City of Peachtree City
Stormwater Utility Fund
Sources Uses of Cash for Bond Coverage
Fiscal Year 2011 and 2012

	2011 Current Budget	2011 Projected Year-End	2012 Proposed Budget
Sources of Operating Cash:			
Stormwater Billings	$ 1,342,233	1,344,468	1,345,164
Bad Debt Expense	(15,000)	(15,000)	(15,000)
Stormwater Credits	(16,361)	(16,287)	(16,212)
Miscellaneous Revenue	4,200	4,202	4,200
Interest Earnings (1)	4,000	2,500	2,500
Sources of Cash	1,319,072	1,319,883	1,320,652
Use of Operating Cash			
Salaries and Benefits	638,043	638,089	667,194
Other - Operating	325,869	319,115	275,285
Debt Service	273,700	273,700	272,900
	1,237,612	1,230,904	1,215,379
Net Increase (Decrease) in Cash before Capital Items	81,460	88,979	105,273
Capital Items (2)	18,000	18,000	-
Net Increase (Decrease) in Cash after Capital Items	$ 63,460	$ 70,979	$ 105,273
Net Revenue Available for Debt Service	$ 355,160	$ 362,679	$ 378,173
2011/2012 Debt Service Payments	273,700	273,700	272,900
Coverage (3)	1.30	1.33	1.39

(1) Only includes interest earnings on operations, not on bond proceeds investments.
(2) Only includes those items not reimbursed by bond proceeds or renewal and and extension funds.
(3) Bond covenants require minimum debt service coverage ratio of 1.15

Amphitheater Fund
Operating and Capital Budget
Fiscal Year 2012

Revenues:

Charges For Services	$ 709,826	
Transfer from General Fund	-	
Sponsorship from CVB	44,500	
Total Revenues:		**$ 754,326**

Expenses:

Personnel Services	$ 106,869	
Contractual Services	175,827	
Supplies	34,900	
Program Expenses	436,730	
Capital Outlay	-	
Reserve Fund Increase	-	
Total Expenses:		**$ 754,326**

City of Peachtree City
Special Revenue Funds

Hotel/Motel Tax Fund	FY2009 Actual	FY 2010 Actual	FY 2011 Amended Budget	FY 2011 Actual 04/30/2011	FY 2011 Estimated Year End	FY 2012 Proposed Budget
Beginning Cash/Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -
Revenues - Hotel/Motel Taxes	759,960	800,726	780,667	483,604	780,667	796,280
Operating Transfers Out:						
Peachtree City Convention & Visitors	(506,640)	(533,817)	(520,445)	(322,403)	(520,445)	(530,853)
City General Fund	(253,320)	(266,909)	(260,222)	(161,201)	(260,222)	(265,427)
Ending Cash/Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -

Neighborhood Parks Fund	FY2009 Actual	FY 2010 Actual	FY 2011 Amended Budget	FY 2011 Actual 04/30/2011	FY 2011 Estimated Year End	FY 2012 Proposed Budget
Beginning Cash/Fund Balance	$ 4,096	$ 3,720	$ 8,991	$ 8,991	$ 8,991	$ -
Revenues	656	26,170	1,429	1,440	1,449	-
Expenditures	(1,032)	(20,899)	(10,420)	(1,229)	(10,440)	-
Ending Cash/Fund Balance	$ 3,720	$ 8,991	$ -	$ 9,202	$ -	$ -

D.A.R.E. Program Fund	FY2009 Actual	FY 2010 Actual	FY 2011 Amended Budget	FY 2011 Actual 04/30/2011	FY 2011 Estimated Year End	FY 2012 Proposed Budget
Beginning Cash/Fund Balance	$ 1,539	$ 733	$ 1,677	$ 1,677	$ 1,677	$ -
Revenues	5,146	5,238	-	1	5,002	-
Expenditures	(5,952)	(4,294)	(1,677)	(900)	(6,679)	-
Ending Cash/Fund Balance	$ 733	$ 1,677	$ -	$ 778	$ -	$ -

State Seizure Fund	FY2009 Actual	FY 2010 Actual	FY 2011 Amended Budget	FY 2011 Actual 04/30/2011	FY 2011 Estimated Year End	FY 2012 Proposed Budget
Beginning Cash/Fund Balance	$ 13,736	$ 10,225	$ 6,886	$ 6,886	$ 6,886	$ 6,474
Revenues	2,787	3,411	1,579	1,588	1,588	-
Expenditures	(6,298)	(6,750)	(8,465)	-	(2,000)	-
Ending Cash/Fund Balance	$ 10,225	$ 6,886	$ -	$ 8,474	$ 6,474	$ 6,474

HAZMAT Fund	FY2009 Actual	FY 2010 Actual	FY 2011 Amended Budget	FY 2011 Actual 04/30/2011	FY 2011 Estimated Year End	FY 2012 Proposed Budget
Beginning Cash/Fund Balance	$ 28	$ 3,402	$ 227	$ 227	$ 227	$ -
Revenues	7,654	4	5,000	5,004	5,004	-
Expenditures	(4,280)	(3,179)	(5,227)	(4,713)	(5,231)	-
Ending Cash/Fund Balance	$ 3,402	$ 227	$ -	$ 518	$ -	$ -

Library Sales Tax Fund	FY2009 Actual	FY 2010 Actual	FY 2011 Amended Budget	FY 2011 Actual 04/30/2011	FY 2011 Estimated Year End	FY 2012 Proposed Budget
Beginning Cash/Fund Balance	$ 4,696	$ 1,881	$ -	$ -	$ -	$ -
Revenues	7	-	-	-	-	-
Expenditures	(2,822)	(1,881)	-	-	-	-
Ending Cash/Fund Balance	$ 1,881	$ -	$ -	$ -	$ -	$ -

Police Department Tuition Fund	FY2009 Actual	FY 2010 Actual	FY 2011 Amended Budget	FY 2011 Actual 04/30/2011	FY 2011 Estimated Year End	FY 2012 Proposed Budget
Beginning Cash/Fund Balance	$ 4,251	$ 4,259	$ 4,269	$ 4,269	$ 4,269	$ -
Revenues	8	10	-	5	10	-
Expenditures	-	-	(4,269)	-	(4,279)	-
Ending Cash/Fund Balance	$ 4,259	$ 4,269	$ -	$ 4,274	$ -	$ -

Youth Council Fund	FY2009 Actual	FY 2010 Actual	FY 2011 Amended Budget	FY 2011 Actual 04/30/2011	FY 2011 Estimated Year End	FY 2012 Proposed Budget
Beginning Cash/Fund Balance	$ 1,056	$ -	$ 1,232	$ 1,232	$ 1,232	$ -
Revenues	7,889	1,955	359	361	361	-
Expenditures	(8,945)	(723)	(1,591)	(249)	(1,593)	-
Ending Cash/Fund Balance	$ -	$ 1,232	$ -	$ 1,344	$ -	$ -

City of Peachtree City
Special Revenue Funds

Fire/EMS Grants Fund	FY2009 Actual	FY 2010 Actual	FY 2011 Amended Budget	FY 2011 Actual 04/30/2011	FY 2011 Estimated Year End	FY 2012 Proposed Budget
Beginning Cash/Fund Balance	$ -	$ 50	$ 292	$ 292	$ 292	$ -
Revenues	4,087	9,501	17,500	2,501	17,501	-
Expenditures	(4,037)	(9,259)	(17,792)	(9,630)	(17,793)	-
Ending Cash/Fund Balance	$ 50	$ 292	$ -	$ (6,837)	$ -	$ -

Police CERT Grants/Donations Fund

Beginning Cash/Fund Balance	$ 4,313	$ (563)	$ (3,670)	$ (3,670)	$ (3,670)	$ -
Revenues	24,599	15,523	3,150	12,658	12,658	-
Expenditures	(29,475)	(18,630)	(5,799)	(2,972)	(8,988)	-
Equity Transfer Out	-	-	-	-	-	-
Ending Cash/Fund Balance	$ (563)	$ (3,670)	$ (6,319)	$ 6,016	$ -	$ -

Police Grants/Donations Fund

Beginning Cash/Fund Balance	$ 42,271	$ 3,574	$ 3,516	$ 3,516	$ 3,516	$ -
Revenues	4,228	8,841	840	844	844	-
Expenditures	(42,925)	(8,899)	(4,356)	(1,087)	(4,360)	-
Ending Cash/Fund Balance	$ 3,574	$ 3,516	$ -	$ 3,273	$ -	$ -

Explorer Troop Fund

Beginning Cash/Fund Balance	$ 71	$ 71	$ 1,596	$ 1,596	$ 1,596	$ -
Revenues	-	2,631	126	127	127	-
Expenditures	-	(1,106)	(1,722)	(1,607)	(1,723)	-
Ending Cash/Fund Balance	$ 71	$ 1,596	$ -	$ 116	$ -	$ -

Athletic Association Funds

Beginning Cash/Fund Balance	$ 71,011	$ 53,672	$ 65,805	$ 65,805	$ 65,805	$ 40,000
Revenues	32,955	37,508	8,421	23,212	36,484	-
Expenditures	(50,294)	(25,375)	(74,226)	(5,336)	(62,289)	-
Ending Cash/Fund Balance	$ 53,672	$ 65,805	$ -	$ 83,681	$ 40,000	$ 40,000

Keep Peachtree City Beautiful Fund

Beginning Cash/Fund Balance	$ -	$ 9,170	$ 6,330	$ 6,330	$ 6,330	$ 7,630
Revenues	9,170	35,323	37,200	29,035	37,200	37,200
Expenditures	-	(38,163)	(37,200)	(19,215)	(35,900)	(37,200)
Ending Cash/Fund Balance	$ 9,170	$ 6,330	$ 6,330	$ 16,150	$ 7,630	$ 7,630

Special Events Fund (50th Anniversary)

Beginning Cash/Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -
Revenues	2,003	-	-	-	-	-
Operating Transfer Out	(2,003)	-	-	-	-	-
Ending Cash/Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -

Federal Seizure Fund

Beginning Cash/Fund Balance	$ -	$ 609	$ 49,262	$ 49,262	$ 49,262	$ 40,857
Revenues	609	48,653	1,995	2,138	21,595	-
Expenditures	-	-	(51,257)	(15,480)	(30,000)	-
Ending Cash/Fund Balance	$ 609	$ 49,262	$ -	$ 35,920	$ 40,857	$ 40,857

City of Peachtree City
Special Revenue Funds

Total Special Revenue Funds	FY2009 Actual	FY 2010 Actual	FY 2011 Amended Budget	FY 2011 Actual 04/30/2011	FY 2011 Estimated Year End	FY 2012 Proposed Budget
Beginning Cash/Fund Balance	$ 147,068	$ 90,803	$ 146,413	$ 146,413	$ 146,413	$ 94,961
Revenues	861,758	995,494	858,266	562,518	920,490	833,480
Expenditures	(156,060)	(139,158)	(224,001)	(62,418)	(191,275)	(37,200)
Operating/Equity Transfers Out	(761,963)	(800,726)	(780,667)	(483,604)	(780,667)	(796,280)
Ending Cash/Fund Balance	$ 90,803	$ 146,413	$ 11	$ 162,909	$ 94,961	$ 94,961

Debt Service Funds
FY 2012 Budget Summary

	Fund 410 G.O Bonds	Fund 400 Other Debt	Total
Revenues:			
Ad Valorem Taxes	$719,155		$719,155
Other Taxes/Penalties	$10,405		$10,405
Surplus Carryover	$28,399	80,000	$108,399
Transfer from General Fund		$2,445,485	$2,445,485
Total Revenues	**$757,959**	**$2,525,485**	**$3,283,444**
Appropriations:			
General Obligation Bond Expenses	$757,959		$757,959
GMA Bricks & Mortar Loans		$1,597,137	$1,597,137
Equipment Lease-Purchase Loans		$928,348	$928,348
Total Appropriations	**$757,959**	**$2,525,485**	**$3,283,444**

G.O. Bond Debt Service Detail

Description/Budget Year	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Bonds (Principal & Interest):					
2003 Refunding (G.O. Bonds)	$192,898	$202,601	$197,059	$201,354	$201,354
Airport G.O. Bond	$163,500	$162,300	$160,735	$163,680	$0
Library G.O. Bond	$399,967	$408,600	$408,850	$418,650	$421,100
Administrative Expense- Bonds	$1,594	$1,814	$2,869	$2,181	$3,179
Total Bonds:	$757,959	$775,315	$769,513	$785,865	$625,633
Miscellaneous Expense					
Total G.O Bond Fund Expenses	$757,959	$775,315	$769,513	$785,865	$625,633

Debt Service Detail
FY 2012 - 2016

Lease Sched.	Description/Budget Year	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
	B & M Loans/Recr Bond/Facil Bond:					
	Police Station Construction (2000)	228,525	228,525	228,525	114,262	
	City-wide Capital Improv. (2001)	169,567	169,567	169,567	169,567	169,567
	Tennis Center/Amph. Improv. (2001)	247,367	247,367	247,367	247,367	247,367
	Land - Hwy 54W/Wynnmeade (2002)	86,880	86,880	86,880	86,880	86,880
BB&T	Satellite Auto & Citywide Improv (2007)	0	0	0	0	0
	Police/Fire/City Hall Renovations (2010)	230,053	230,053	230,053	230,053	230,053
	Facilities Authority Bond (2012)	634,745	648,836	645,900	646,125	640,975
	Recr Bond - 2013 Impact Fee Projects		0	0	0	0
	Southside Fire Station (2013)		0	0	0	0
	Westside Fire Station (2014)			0	0	0
	Police Station Expansion (2014)			0	0	0
	Total B & M Loans:	1,597,137	1,611,228	1,608,292	1,494,254	1,374,842
	Equipment Lease-Purchase Loans:					
	Public Works Department					
ST - 09	Gasoline/Diesel Fuel System (2010)	20,955	20,955	20,955	5,239	
	Bobcat Skid Steer Loader (2012)	8,864	8,864	8,864	8,864	8,864
	Dump Truck Repl (3) F-750s (2012)	51,138	51,138	51,138	51,138	51,138
	Dump Bed Replacements (2) (2012)	10,000	10,000	10,000	10,000	10,000
	Telephone System Repl. (2012)	5,682	5,682	5,682	5,682	5,682
	Front End Wheel Loader (2013)		34,092	34,092	34,092	34,092
	C80A Motor Grader (2013)		29,547	29,547	29,547	29,547
	F-250 Pickups (3) (replace) (2013)		17,046	17,046	17,046	17,046
	F-350 Dump Truck (replace) (2013)		7,273	7,273	7,273	7,273
	Asphalt Spreader (repl.) (2014)			11,364	11,364	11,364
	F-150 Pickup Truck (replace) (2014)			5,682	5,682	5,682
	L9000 Tandem Dump (repl) (2015)				27,274	27,274
	LB90 Back Hoe (replace) (2015)				13,182	13,182
	John Deere Track Loader repl. (2015)				40,911	40,911
	Leeboy Asphalt Spreader repl. (2016)					17,046
	Bituminous Tack Distrib. Repl. (2016)					7,955
	Total Public Works:	96,639	184,597	201,643	267,294	287,056
	Recreation Department					
	Thin Client- Patron Work Sta. (2012)	$10,228	$10,228	$10,228	$10,228	$10,228
	Recreation Department Totals:	10,228	10,228	10,228	10,228	10,228
	Police Department					
AP #5	11 P.D. Vehicles (7 repl., 4 new) (2007)	43,982				
BBT #1	Mobile Data Terminals (2007)	33,478	33,478	8,370		
BBT #1	6 Cr Vics, 3 Explorers, 1 F-250, 1 ATV	88,270	88,270	22,068		
ST - 09	5 P.D. Vehicle Replacements (2009)	44,000	44,000	44,000	11,000	
ST - 09	1 Ford Expedition (2009)	6,508	6,508	6,508	1,627	
ST - 09	Vehicle Replacements for FY 2010 (9)	75,797	75,797	75,797	18,949	
	Vehicle Replacements for FY 2012	101,254	101,254	101,254	101,254	101,254
	Police Motorcycle (2012)	0	0	0	0	0
	Records Management System (2012)	0	0	0	0	0
	Vehicle Replacements for FY 2013		78,753	78,753	78,753	78,753
	Unmarked Police Vehicle Repl (2013)		10,796	10,796	10,796	10,796
	SRT Tactical Van (2013)		11,364	11,364	11,364	11,364

Debt Service Detail
FY 2012 - 2016

Lease Sched.	Description/Budget Year	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
	Vehicle Replacements for FY 2014			90,004	90,004	90,004
	F-250 Truck Replacement (2014)			10,796	10,796	10,796
	Unmarked Police Vehicle Repl (2014)			21,592	21,592	21,592
	Motorcycle Repl (2) (2014)			4,728	4,728	4,728
	AFIS Fingerprinting System (2014)			15,910	15,910	15,910
	Vehicle Replacements for FY 2015				101,254	101,254
	Unmarked Police Vehicle Repl. (2015)				21,592	21,592
	Transport Van w/ Insert (2015)				12,273	12,273
	Vehicle Replacements for FY 2016					96,142
	Unmarked Police Vehicle Repl. (2016)					32,388
	Police Motorcycle Replacements (2)					9,455
	Police Department Totals:	393,289	450,220	501,939	511,892	618,301
	Fire Department					
AP #2	Spartan Rescue/ Pumper (2005)					
AP #2	LifePak 12 (2005)					
AP #6	Replace Fire Engine 85 (2006)	86,539				
BBT #1	Emergency Pre-Plans Software (2007)	23,761	23,761	5,940		
BBT #2	Replace Fire Engine 82 (2008)	70,263	70,263	70,263	70,263	17,566
ST - 09	Replace Cr Vic w/SUV (2009)	7,704	7,704	7,704	1,926	
ST - 09	SCBA's Upgrade/Replacement (2009-10)	62,401	62,401	65,458	16,365	
	Remount Medic 84 (2012)	0	0	0	0	0
	Rescue 8 Replace/Surplus (2012)	39,774	39,774	39,774	39,774	39,774
	Expedition repl (Asst Ops/EMS) (2012)	0	0	0	0	0
	Expedition (B8) repl. Explorer (2012)	0	0	0	0	0
	Replace TACV F-350 (2013)		12,387	12,387	12,387	12,387
	Replace Expedition-Training (2013)		9,873	9,873	9,873	9,873
	Medic Remount (2013)		30,257	30,257	30,257	30,257
	Quint 85 - Southside Station (2013)		0	0	0	0
	Medic 85 Southside Station (2013)		0	0	0	0
	Replace F-150-Asst. Marsh. (2014)			10,866	10,866	10,866
	Replace Fire Engine 87			101,220	101,220	101,220
	Medic Unit Remount			31,770	31,770	31,770
	Asst. Fire Marshal F-150 (new)			0	0	0
	Asst. Training Officer F-250 (new)			0	0	0
	Engine 86 - Westside (2014)			0	0	0
	Medic 86 - Westside (2014)			0	0	0
	Replacement Quint (2015)				125,532	125,532
	Mini Pumper Replacement (2015)				51,058	51,058
	Replace Training P/U Truck (2015)				13,603	13,603
	Replace Fire Marshal F-150 (2016)					11,980
	Repl B/C Training Expedition (2016)					11,429
	Remount Medic 82 (2016)					35,026
	Replace Tower 8 (2016)					191,150
	Fire Department Totals:	290,442	256,420	385,512	514,894	693,491
	General Administration					
AP #4	Energy Performance Contract	0	0	0	0	0
	Backup System Replacement (2012)	13,637	13,637	13,637	13,637	13,637
	Email and Archiving Sys Repl (2012)	8,409	8,409	8,409	8,409	8,409
	PC Replacements in G/F (2012)	115,704	115,704	115,704	115,704	
	Repl/Upgrade Phone System PW (2012)		26,137	26,137	26,137	26,137
	Total General Administration:	137,750	163,887	163,887	163,887	48,183

Debt Service Detail
FY 2012 - 2016

Lease Sched.	Description/Budget Year	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
	Total Equipment Lease:	928,348	1,065,352	1,263,209	1,468,195	1,657,259
	Total Debt Service Expense:	**2,525,485**	**2,676,580**	**2,871,501**	**2,962,449**	**3,032,101**
	Less - Impact Fees:					
	Quint 85 - Southside Station (2013)			$0	$0	$0
	Ball Fields/Football Fields/Conc-RR			$0	$0	$0
	Westside Fire Station (2014)				$0	$0
	Engine 86 - Westside (2014)				$0	$0
	Medic 86 - Westside (2014)				$0	$0
	Police Station Expansion (2014)				$0	$0
	Total Impact Fees:	$0	$0	$0	$0	$0
	Less: Use of Fund Balance					
	2001 Bricks & Mortar Surplus/ Funds	$80,000	$80,000	$80,000	$80,000	$80,000
	Transfer from General Fund:	**2,445,485**	**2,596,580**	**2,791,501**	**2,882,449**	**2,952,101**

RESOLUTION TO COMMIT FUND BALANCE

A RESOLUTION TO COMMIT FUND BALANCE OF THE GENERAL FUND OF THE CITY OF PEACHTREE CITY (THE CITY) AND PROHIBIT OTHER USE OF SUCH COMMITTED FUNDS UNLESS AUTHORIZED BY FUTURE RESOLUTION OR ORDINANCE ADOPTED BY THE CITY COUNCIL

WHEREAS, there exists a category of fund balance established under GASB 54 that allows for the formal commitment of fund balance, and

WHEREAS, such commitments must be made for specific purposes, by adoption of a resolution or ordinance, and

WHEREAS, such commitments can only be changed by a future resolution or ordinance passed by the City Council, and

WHEREAS, such commitments may be used for rate stabilization, and

WHEREAS, the CITY anticipates that the General Fund will need to appropriate approximately $1,500,000 per year for road and path resurfacing, beginning in FY 2013 due to the depletion of remaining 2005 – 2010 Special Purpose Local Option Sales Tax (SPLOST) funds, and

WHEREAS, the CITY anticipates a decrease in Local Option Sales Tax Revenue (LOST) of approximately $250,000 per year, beginning in FY 2013, due to renegotiation of the LOST distribution formula based on the 2010 U.S. Census data, and

WHEREAS, the CITY currently anticipates fund balance levels at the end of FY 2011 in excess of the 20% minimum required to be maintained in *Unassigned* fund balance, and in excess of other fund balance amounts categorized as *Unspendable, Restricted* or *Assigned*

NOW, THEREFORE, BE IT RESOLVED that any available fund balance in the General Fund that is not needed to maintain the 20% minimum required in *Unassigned* fund balance, and that is not categorized as *Unspendable, Restricted* or *Assigned*, be *Committed* and used to offset the anticipated revenue losses in SPLOST and LOST described above, and to stabilize any future millage rate increases for fiscal years 2013, 2014, 2015 and 2016, as evidenced by the 5-Year Financial Model associated with the final adopted FY 2012 Budget.

LET IT BE FURTHER RESOLVED that use of the Committed reserves other than as described above is expressly prohibited unless specifically authorized by future resolution or ordinance of the City Council.

SO RESOLVED, in open session assembled pursuant to law. This ___ day of ________, 2011.

____
Mayor

____

____

____

____

ATTEST: ______________________________
Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Financial Services Director** P.S.

DATE: **August 11, 2011**

SUBJECT: **Bond Resolution- Series 2011 Citywide Capital Improvements and Refinancing of existing debts**

August 18, 2011 City Council Meeting

Recommendation:
Adopt the attached resolution for the Series 2011 Revenue Bond for citywide capital improvements and refinancing of existing debt, and intergovernmental agreement with the Peachtree City Public Facilities Authority.

Discussion:
At the last meeting of the Peachtree City Public Facilities Authority, city staff introduced numerous examples of citywide capital improvements that were needed after an initial survey of some of the city's buildings and facilities. Although this survey is still underway, the city is ready to move forward with the issuance of bonds to include those projects identified in the 5-Year Public Improvement Program (PIP) as well as many others that have already been identified subsequent to preparation of the 5-Year PIP budget, including sewer line improvements at the Amphitheater/BMX facilities and others that were presented at the last facilities authority meeting. Staff will prepare budget amendments to the FY 2012 PIP budget once all projects and amounts have been clearly identified. The initial estimate for improvements needed is $3,000,000.

In addition to the citywide capital improvements, city staff also identified two outstanding debts that would be appropriate for refunding through the public facilities authority. These were the 2007 BB&T note and the 2007 Energy Performance Contract note. At the July 21, 2011 City Council meeting, staff was directed to move forward with the refinancing of these debts.

The attached resolution will approve issuance of the bonds for the purposes stated above and also approve an intergovernmental agreement with the Peachtree City Public Facilities Authority for repayment of the bonds, as well as any other documents necessary for the execution of this transaction.

Budgetary Impact:

There will be no direct budgetary impact on the Peachtree City Public Facilities Authority. The refinancing of the existing debts will yield an estimated present value savings of $148355.43 for the city. The city also currently has included new debt service in the proposed FY 2012 budget based upon a principal amount of $3,000,000. The total debt service budgeted for the new debt, plus the refinancing debt service is $634,745. This amount will be sufficient to cover debt service on the bond issue.

City of Peachtree City
Summary Refinancing Analysis - September 1, 2011 Closing Date

	Original Amount Borrowed	Percentage Rate	Outstanding Principal a/o 9/1/11	Net P.V. Savings	November 8, 2011 closing date **Revised savings rec'd. 8/10/11**	Difference
General Obligation Bonds						
2004 Library	$4,900,000	3.410%	$2,995,000	$51,706.17	$78,834.91	$27,128.74
Lease Purchase (Brick & Mortar)						
2007 Note w/BB&T	$2,350,000	3.960%	$1,886,698	$80,929.83	$111,130.21	$30,200.38
Equipment Lease						
2006 Contract - Energy Performance	$1,279,630	4.029%	$746,766	$29,369.32	$37,225.22	$7,855.90
Total Net Present Value Savings Estimated:				**$162,005.32**	**$227,190.34**	**$65,185.02**

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA APPROVING AND AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT WITH CITY OF PEACHTREE CITY PEACHTREE CITY PUBLIC FACILITIES AUTHORITY PERTAINING TO THE ISSUANCE OF THE PEACHTREE CITY PUBLIC FACILITIES AUTHORITY REVENUE BONDS (PEACHTREE CITY PROJECTS), SERIES 2011.

WHEREAS, the City of Peachtree City Public Facilities Authority (the "Issuer") was duly created and is validly existing pursuant to the City of Peachtree City Public Facilities Authority Act (House Bill 589, 151st Gen. Assemb., Reg. Sess. (Ga. 2011)) (the "Act"); and

WHEREAS, pursuant to the Act, the Issuer has the power to (a) acquire, construct, add to, extend, improve, equip, hold, operate, maintain, lease and dispose of "Projects" (as defined in the Act); (b) execute contracts, leases, installment sale agreements and other agreements and instruments necessary or convenient in connection with the acquisition, construction, addition, extension, improvement, equipping, operation or maintenance of a Project; (c) borrow money for any of its corporate purposes and to issue revenue bonds, (d) to pay the costs of any Project with the proceeds of such revenue bonds or other obligations issued by the Issuer; (e) to provide for the payment of the same and for the rights of the holders thereof; and (f) to enter into contracts, leases, installment sale agreements and other agreements or instruments with any and all persons, firms and corporations and the City of Peachtree City, Georgia (the "City"); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Mayor and City Council of the City (the "City Council") have determined that it is in the best interest of the City to refinance portions of its outstanding debt, namely its (a) $2,350,000 Peachtree City and Peachtree City Governmental Finance Corporation Master Lease and Option Agreement, currently outstanding in the amount of $1,886,697.54 (the "Note") and (b) $1,279,630 Master Equipment Lease-Purchase Agreement, Schedule No. 4, currently outstanding in the amount of $757,209.99 (the "Energy Performance Contract" and together with the Note, the "Refunded Obligations"), in order to realize a savings in debt service payments due to favorable market conditions; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City to acquire, construct, improve, renovate, install, equip and expand certain existing governmental facilities of the City (the "Projects") and the Issuer has found that the Projects are a "Project" within the meaning of the Act; and

WHEREAS, the Issuer proposes to issue, sell and deliver its revenue bonds, to be known as the "City of Peachtree City Public Facilities Authority Revenue Bonds (Peachtree City Projects), Series 2011" in the principal amount of up to $6,000,000 (the "Bonds") for the purpose of financing (a) the refunding of the Refunded Obligations, (b) the acquisition, construction and installation of the Projects and (c) the costs of issuing the Bonds pursuant to a resolution adopted by the Issuer on August 18, 2011 (the "Bond Resolution"); and

WHEREAS, the Issuer and the City propose to enter into an Intergovernmental Contract, dated as of October 1, 2011 (the "Contract"), pursuant to which the Issuer will agree, among other things, to issue the Bonds to finance the Projects and the refunding of the Refunded Obligations, and the City, in consideration therefor, will cause the acquisition, construction and equipping of the Projects and will make payments to the Issuer for such services and in such amounts sufficient to enable the Issuer to pay, when due, the principal of, redemption premium, if any, and interest on the Bonds and other amounts due under the Bond Resolution and pledge its full faith and credit and taxing power to the extent necessary to make the payments required by the Contract; and

WHEREAS, it is anticipated that the Issuer will offer the Bonds for sale pursuant to a Preliminary Official Statement (the "Preliminary Official Statement"); and

WHEREAS, once the Bonds are sold, the City shall adopt a resolution approving the final terms of the Bonds, ratifying the use and distribution of the Preliminary Official Statement and approving the use, distribution and execution of an Official Statement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council as follows:

Section 1. Authorization of Contract. The execution, delivery and performance of the Contract be and the same are hereby authorized. The Mayor and the Clerk of the are hereby authorized to execute and deliver the Contract on behalf of the City, which Contract shall be in substantially the form presented at this meeting with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Contract by the Mayor and the Clerk as hereby authorized shall be conclusive evidence of any such approval. The Contract is hereby spread upon the minutes.

Section 2. Validation of Bonds. The Mayor and Clerk are authorized to acknowledge service and make answer in the validation proceeding relating to the Bonds.

Section 3. Approval of Bond Resolution. The Mayor and Clerk acknowledge that they have received a copy of the Bond Resolution, and hereby approve the terms and provisions thereof.

Section 4. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Contract or the other documents herein authorized shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the City in his or her individual capacity.

Section 5. General Authority. From and after the execution and delivery of the Contract, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Contract and are further authorized to take any and all further actions and to execute and delivery any and all further documents and certificates as may be necessary or desirable in connection with the issuance of the Bonds and the execution, delivery and performance of the Contract.

Section 6. Approval of Prior Action; Repeal of Conflicting Resolutions. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Bonds and the execution, delivery and performance of the Contract shall be, and the same hereby are, in all respects, approved and confirmed.

Section 7. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

Section 8. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this 18th day of August, 2011.

CITY OF PEACHTREE CITY, GEORGIA

(SEAL)

By:____________________________________
Don Haddix
Mayor

Attest:

____
Ann E. Tyler
Clerk

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City of Peachtree City, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to an Intergovernmental Contract, dated as of October 1, 2011 (the "Contract"), to be executed by the City and the City of Peachtree City Public Facilities Authority (the "Authority") in connection with the issuance by the Authority of its City of Peachtree City Public Facilities Authority Revenue Bonds (Peachtree City Projects), Series 2011, which resolution was adopted by the Mayor and Council of the City of Peachtree City, Georgia in a meeting duly called and assembled on the 18th day of August, 2011, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution and said Contract have been recorded in the minute book of the City which is in my custody and control.

Witness my hand and seal of the City, this 18th day of August, 2011.

Ann E. Tyler
Clerk

(SEAL)

CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY

AND

CITY OF PEACHTREE CITY, GEORGIA

INTERGOVERNMENTAL CONTRACT

Dated as of October 1, 2011

THE RIGHTS AND INTEREST OF THE CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY IN THIS INTERGOVERNMENTAL CONTRACT AND THE REVENUES AND RECEIPTS DERIVED THEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN COLLATERALLY ASSIGNED AND PLEDGED TO THE BONDHOLDERS PURSUANT TO A BOND RESOLUTION, ADOPTED BY THE CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY ON AUGUST 18, 2011, AS SUPPLEMENTED ______________, 2011.

This document was prepared by:
Murray Barnes Finister LLP
One Capital City Plaza
Suite 1140
3350 Peachtree Road
Atlanta, Georgia 30326
(678) 999-0350

INTERGOVERNMENTAL CONTRACT

TABLE OF CONTENTS

(This Table of Contents is not a part of the Intergovernmental Contract and is only for convenience of reference.)

THIS INTERGOVERNMENTAL CONTRACT is entered into as of October 1, 2011 (this "Contract"), between the CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY, a public body corporate and politic (the "Issuer"), and the CITY OF PEACHTREE CITY, GEORGIA, a municipal corporation of the State of Georgia (the "City").

W I T N E S S E T H:

WHEREAS, the Issuer was duly created and is validly existing pursuant to the City of Peachtree City Public Facilities Authority Act (H.B. 589, 151st Gen. Assemb., Reg. Sess. (Ga. 2011)) (the "Act"); and

WHEREAS, pursuant to the Act, the Issuer has the power to (a) acquire, construct, add to, extend, improve, equip, hold, operate, maintain, lease and dispose of "Projects" (as defined in the Act); (b) execute contracts, leases, installment sale agreements and other agreements and instruments necessary or convenient in connection with the acquisition, construction, addition, extension, improvement, equipping, operation or maintenance of a Project; (c) borrow money for any of its corporate purposes and to issue revenue bonds, (d) to pay the costs of any Project with the proceeds of such revenue bonds or other obligations issued by the Issuer; (e) to provide for the payment of the same and for the rights of the holders thereof; and (f) to enter into contracts, leases, installment sale agreements and other agreements or instruments with any and all persons, firms and corporations and the City; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Issuer proposes to issue, sell and deliver its revenue bonds to be known as the "City of Peachtree City Public Facilities Authority Revenue Bonds (Peachtree City Projects), Series 2011" in the principal amount of $6,000,000 (the "Bonds") for the purpose of financing (a) the refunding of (i) the $2,350,000 Peachtree City and Peachtree City Governmental Finance Corporation Master Lease and Option Agreement, currently outstanding in the amount of $1,886,697.54 (the "Note") and (ii) the $1,279,630 Master Equipment Lease-Purchase Agreement, Schedule No. 4, currently outstanding in the amount of $757,209.99 (the "Energy Performance Contract" and together with the Note, the "Refunded Obligations"), (b) to acquire, construct, improve, renovate, install, equip and expand certain existing governmental facilities of the City (the "Projects") and (c) the costs of issuing the Bonds; and

WHEREAS, the Issuer and the City propose to enter into this Contract, pursuant to which the Issuer will agree to issue the Bonds, and the City, in consideration of such services provided by the Issuer, will agree to pay to the Issuer amounts sufficient to pay the debt service on the Bonds;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the Issuer and the City, hereto agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions.

All capitalized, undefined terms used in this Contract shall have meanings ascribed to them in the Resolution. The following words and phrases shall have the following meanings:

"Bond Documents" means collectively, this Contract and the Resolution.

"Bondholders" or "Owners" means the holders of the Bonds.

"Contract Payments" means the payments due pursuant to Section 4.2 of this Contract.

"Completion Date" means the date the Projects are complete as evidenced by the certificate required by Section 3.4 hereof.

"Default" and "Event of Default" mean, with respect to any Default or Event of Default under this Contract, any occurrence or event specified and defined by Section 7.1 hereof.

"Rebate Calculator" means any nationally recognized bond counsel, nationally recognized firm of certified public accountants, or other firm acceptable to the Issuer, which is expert in making the calculations required by Section 148(f) of the Code, appointed by the City pursuant to Section 3.7 hereof to make the calculations required by Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

"Resolution" means the resolution of the Issuer adopted on August 18, 2011, as supplemented on September __, 2011, pursuant to which the Bonds are authorized to be issued, including any resolution supplemental thereto.

"Series 2011 Disclosure Certificate" means the Continuing Disclosure Certificate, dated the date of issuance and delivery of the Bonds, of the City, as originally executed and as may be amended from time to time.

"State" means the State of Georgia.

"Term" means the duration of this Contract as specified in Section 4.1 hereof.

"Unassigned Rights" means all of the rights of the Issuer to receive reimbursements and payments pursuant to Sections 4.2(b) and 7.4 hereof.

"Underwriter" means Robert W. Baird & Co., Atlanta, Georgia.

Section 1.2. Construction of Certain Terms.

For all purposes of this Contract, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) "This Contract" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements of sale supplemental hereto entered into pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meaning assigned to them in this Article and include the plural as well as the singular.

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.3. Table of Contents; Titles and Headings.

The table of contents, the titles of the articles, and the headings of the sections of this Contract are solely for convenience of reference, are not a part of this Contract, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

ARTICLE II.

REPRESENTATIONS

Section 2.1. Representations of Issuer.

The Issuer represents as follows:

(a) The Issuer is a public body corporate and politic, and a public corporation of the State duly created and organized under the Constitution and laws of the State. Under the provisions of the Act, the Issuer is authorized to (i) adopt the Resolution, (ii) issue, execute, deliver and perform its obligations under the Bonds, and (iii) execute, deliver and perform its obligations under this Contract. The Resolution has been duly adopted and has not been modified or repealed. The Issuer has duly authorized the (i) issuance, execution, delivery and performance of the Bonds and (ii) the execution, delivery and performance of this Contract. The Resolution, the Bonds and this Contract are valid, binding and enforceable obligations of the Issuer.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) adoption of the Resolution, (ii) issuance of the Bonds, or (iii) execution, delivery and performance of this Contract by the Issuer except as shall have been obtained as of the date hereof or (iv) acquisition of the Projects; provided, however, no representation is given with respect to any "blue sky" laws.

(c) The adoption of the Resolution, the issuance of the Bonds, the authorization, execution, delivery and performance by the Issuer of this Contract, the refunding of the Refunded Obligations and the acquisition, construction, equipping, improvement or renovation of the Projects do not violate the Act, the Issuer's bylaws, or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to the knowledge of the Issuer, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from issuing the Bonds, refunding the Refunded Obligations or acquiring the Projects, (ii) contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Bonds, the Resolution or this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the Issuer or (2) the transactions contemplated by this Contract.

(e) The Issuer is not in violation of the Act, its bylaws, or the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) The Resolution has been duly and validly adopted, remains in full force and effect, and has not been amended, modified or repealed.

(g) The Issuer, in issuing the Bonds to finance the Projects and to refund the Refunded Obligations, will be acting in accordance with the public purpose expressed in the Act.

(h) Neither this Contract nor any of the payments or amounts to be received by the Issuer hereunder have been or will be assigned, pledged, or hypothecated in any manner or for any purpose or have been or will be the subject of a grant of a security interest by the Issuer other than as provided in the Resolution.

(i) The representations of the Issuer contained in this Contract and any certificate, document, written statement, or other instrument furnished to the Underwriter by or on behalf of the Issuer in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact relating to the Issuer and do not omit to state a material fact relating to the Issuer necessary in order to make the statements contained herein and therein relating to the Issuer not misleading. Nothing has come to the attention of the Issuer that would materially and adversely affect or in the future may (so far as the Issuer can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Projects, by the Issuer, the refunding of Refunded Obligations or any other transactions contemplated by this Contract and the Resolution, which has not been set forth in writing to the Underwriter or in the certificates, documents, and instruments furnished to the Underwriter by or on behalf of the Issuer prior to the date of execution of this Contract in connection with the transactions contemplated hereby.

(j) All acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery by the Issuer of the Bonds do exist, have happened, and have been performed in due time, form, and manner as required by law; the issuance of the Bonds, together with all other obligations of the Issuer, do not exceed or violate any constitutional or statutory limitation, and the revenues, funds, property, and amounts pledged to the payment of the principal of, and premium, if any, and interest on, the Bonds, as the same become due, have been calculated to be sufficient in amount for that purpose.

Section 2.2. Representations of the City.

The City represents as follows:

(a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Contract. The City has duly authorized the execution, delivery and performance of this Contract by an approval resolution adopted by the Mayor and City Council of the City (the "Mayor and City Council") on August 18, 2011, as supplemented __________, 2011 (the "City Resolution"). This Contract is a valid, binding and enforceable obligation of the City.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Contract by the City except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the City of this Contract do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound. The City Resolution remains in full force and effect and has not been amended, modified or repealed.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from acquiring, constructing, equipping, improving or renovating the Projects, (ii) attempting to limit, enjoin or otherwise restrict or prevent the City from refunding the Refunded Obligations, (iii) contesting or questioning the existence of the City or the titles of the present officers of the Mayor and City Council to their offices or (iv) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the City or (2) the transactions contemplated by this Contract.

(e) The City is not in violation of (i) its charter; (ii) the laws or the Constitution of the State and (iii) is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default.

(f) The City is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise). The City is not a party to any contract or agreement that restricts the right or ability of the City to enter into intergovernmental contracts.

(g) The representations of the City contained in this Contract and any certificate, document, written statement, or other instrument furnished by or on behalf of the City to the Issuer or the Underwriter in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the City has not disclosed to the Issuer or the Underwriter in writing that materially and adversely affects or in the future may (so far as the City can now reasonably foresee) materially and adversely affect the purchase of the Projects or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the City, or the ability of the City to perform its obligations under this Contract or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Contract, which has not been set forth in writing to the Underwriter or in the certificates, documents, and instruments furnished to the Underwriter by or on behalf of the City prior to the date of execution of this Contract in connection with the transactions contemplated hereby.

(h) The representations and warranties of the City set forth in the City's Tax Certificate, dated the date of issuance and delivery of the Bonds, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

(i) The balance sheet of the City as of September 30, 2010, and the statement of revenues, expenditures, and changes in fund balance and the statement of cash flow for the year ended September 30, 2010 (copies of which, audited by Moore & Cubbedge, LLP, Marietta, Georgia, independent certified public accountants, have been furnished to the Underwriter) present fairly the financial position of the City as of September 30, 2010, and the results of its operations and its cash flows for the year ended September 30, 2010, with such exceptions as may be disclosed in the audit report. Since September 30, 2010, there has been no material adverse change in the financial position or results of operations or cash flows of the City.

Section 2.3. Reliance by Bondholders.

The Issuer and the City acknowledge and agree that these representations and warranties are made to induce the Underwriter to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the Issuer and the City in the Bond Documents are made for the benefit of the Bondholders and may be relied upon by the Bondholders and shall remain operative and in full force and effect (unless expressly waived in writing by the Underwriter), regardless of any investigations made by the Underwriter or on its behalf, and shall survive delivery of the Bonds to the Underwriter.

ARTICLE III.

ISSUANCE OF THE BONDS; APPLICATION OF PROCEEDS; ACQUISITION, CONSTRUCTION, EQUIPPING OF THE PROJECTS; REFUNDING OF THE REFUNDED OBLIGATIONS

Section 3.1. Agreement to Issue the Bonds; Application of Bond Proceeds.

The Issuer agrees that it will issue the Bonds. The proceeds from the sale of the Bonds shall be applied as provided in the Resolution, and the City hereby approves the issuance of the Bonds. The Issuer shall deliver a certified copy of the Resolution to the City promptly upon adoption thereof.

Section 3.2. Agreement to Acquire the Projects.

The moneys credited to the Project Fund from the sale of the Bonds shall be used and applied for the purpose of paying the cost of the Projects and paying the costs of issuing the Bonds as provided in the Resolution. All payments from the Project Fund shall be made upon the terms and conditions set forth in the Resolution. The Issuer shall prepare the requisitions and certificates required by the Resolution.

Section 3.3. Agreement to Refund the Refunded Obligations.

A portion of the proceeds from the sale of the Bonds shall be used and applied for the purpose of paying the costs of refunding the Refunded Obligations in whole as provided in the Resolution. The Issuer and the City shall prepare any requisitions, certificates, or other documents required by the Resolution.

Section 3.4. Establishment of Completion Date.

The Completion Date shall be evidenced to the Project Fund Custodian by a certificate signed by the Authorized Issuer Representative stating that, except for amounts retained by the Project Fund Custodian at the Issuer's direction to pay any cost of the Projects not then due and payable, the acquisition, construction and installation of the Projects have been completed. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Project Fund Custodian shall retain in the Project Fund a sum equal to the amounts necessary for payment of the costs of the Projects not then due and payable according to such certificate. If any such amounts so retained are not subsequently used, prior to any transfer of such amounts to the Sinking Fund, the Project Fund Custodian shall give notice to the Issuer and the City of the failure to apply such funds for payment of the costs of the Projects. Any amount not to be retained in the Project Fund for payment of the costs of the Projects, and all amounts so retained but not subsequently used, shall be transferred into the Sinking Fund and applied to the payment of debt service on the Bonds.

Section 3.5. Investment of Project Fund.

Subject to Section 501 of the Resolution and Section 3.6 hereof, any moneys held as a part of the Project Fund shall be invested or reinvested by the Project Fund Custodian at the written direction of the Authorized City Representative in such Permitted Investments as may be designated by the City. The Project Fund Custodian may make any and all such investments through its own bond or investment department or through its broker-dealer affiliate.

The investments so purchased shall be held by the Project Fund Custodian and shall be deemed at all times a part of the Project Fund, and the interest accruing thereon and any profit realized therefrom shall be credited to the Project Fund, and any losses resulting from such investments shall be charged to the Project Fund and paid by the City.

Section 3.6. Special Investment Covenants.

The Issuer and the City each covenant that it will not directly or indirectly use or permit the use of any proceeds (as defined in the Regulations) of the Bonds or any other funds of the Issuer or the City, or take or omit to take any action, or direct the Project Fund Custodian to invest any funds held by it, in such manner as will, or allow any "related party" (as defined in Section 1.150-1(b) of the Regulations) to enter into any arrangement, formal or informal, as will, cause the Bonds to be "federally guaranteed", as such term is used and defined in Section 149(b) of the Code, or to be an "arbitrage bond" within the meaning of Section 148 of the Code, and any Regulations proposed or promulgated in connection therewith. To that end, the Issuer and the City shall comply with all requirements of Section 149(b) and Section 148 of the Code to the extent applicable to the Bonds. In the event that at any time the Issuer or the City is of the opinion that for purposes of this Section 3.6 it is necessary to dispose of any investment or to restrict or limit the yield on any investment held under the Bond Documents or otherwise, the Issuer or the City, as the case may be, shall so instruct the Project Fund Custodian in writing.

Section 3.7. Calculation and Payment of Rebate Amount.

The City agrees to appoint and pay a Rebate Calculator to calculate and determine the Rebate Amount, if any, as required by Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith. All calculations and determinations made by a Rebate Calculator shall be accompanied by the opinion of a Rebate Calculator that such calculations and determinations have been made in accordance with the requirements of Section 148(f) of the Code. The City agrees to pay to the United States Treasury for and on behalf of the Issuer the amount determined by the Rebate Calculator to be due to the United States Treasury before the due date specified by the Rebate Calculator. The obligations created by this Section 3.7 shall survive the termination of this Contract. The Issuer hereby delegates to the City the authority and responsibility for compliance with Section 148(f) of the Code.

ARTICLE IV.

EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM; CONTRACT PAYMENT PROVISIONS

Section 4.1. Effective Date of this Contract; Duration of Term.

This Contract shall remain in full force and effect from the date hereof to and including the later of (a) ___________ 1, 20___, or (b) the date the Bonds and the fees and expenses of the Issuer, the custodians and depositories, the Paying Agent and the Bond Registrar shall have been fully paid or provision made for such payment, whichever is later, but in no event later than 50 years from the date hereof.

Section 4.2. Contract Payments.

(a) The City agrees to pay to the Issuer on or before each Interest Payment Date, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Resolution, in immediately available funds, a sum which, together with other moneys available therefor in the Sinking Fund, will enable the Sinking Fund Custodian to pay to the Paying Agent the amount payable on such date as principal of (whether at maturity, or upon acceleration or otherwise), and interest on the Bonds as provided in the Resolution.

It is understood and agreed that all payments payable under this Section 4.2(a) by the City are pledged by the Issuer for the benefit of the Bondholders. The City assents to such assignment. The Issuer hereby directs the City and the City hereby agrees to pay to the Sinking Fund Custodian at the Sinking Fund Custodian's principal corporate trust office all payments payable by the City pursuant to this Section 4.2(a). The City further agrees to pay to the Issuer, on or before the date of any redemption of the Bonds permitted under the Resolution, the amount which, together with any other available funds, is necessary to pay the principal of, premium, if any, and interest on the Bonds that is due and payable on the redemption date.

(b) The City will also pay the reasonable fees and expenses of all custodians and depositories, the Issuer, the Paying Agent and the Bond Registrar and of their successors and assigns as provided by the Resolution, such reasonable fees and expenses to be paid directly to the party to whom the payment is due when such reasonable fees and expenses become due and payable.

(c) In the event the City should fail to make any of the payments required in this Section 4.2, the item or installment so in Default shall continue as an obligation of the City until the amount in Default shall have been fully paid, and the City agrees to pay the same with interest thereon at the rate borne by the Bonds, to the extent permitted by law, from the date thereof.

Section 4.3. Obligations of the City Hereunder Unconditional.

(a) The obligations of the City to make the payments required in Section 4.2 and other sections hereof and to perform and observe the other agreements contained herein shall be a general obligation of the City and absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Issuer of any obligation to the City, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the City by the Issuer. Until such time as the principal of and interest and premium (if any) on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Resolution, the City (i) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue any payments provided for in Section 4.2 hereof, (ii) will perform and observe all of its other agreements contained in this Contract and (iii) except as provided in Article VI, will not terminate its obligations under this Contract for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the City to complete the construction of the Projects, any change or delay in the time of availability of the Projects, failure of consideration, any declaration or finding that the Bonds are unenforceable or invalid, the invalidity of any provision of this Contract, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the Projects, the taking by eminent domain of title to or the use of all or any part of the Projects, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract.

(b) Nothing contained in this Section 4.3 shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained. In the event the Issuer should fail to perform any such agreement on its part, the City may institute such action against the Issuer as the City may deem necessary to compel performance so long as such action does not abrogate the City's obligations hereunder. The Issuer hereby agrees that it shall not take or omit to take any action that would cause this Contract to be terminated. The City may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons that the City deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Issuer in any such action or proceeding if the City shall so request.

Section 4.4. Security for Contract Payments.

(a) As security for the payments required to be made and the obligations required to be performed by the City under this Contract, the City hereby pledges to the Issuer its full faith and credit and taxing power for such payment and performance. The City covenants that, in order to make any Contract Payments when due from its general funds to the extent required hereunder, it will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources.

The City further covenants and agrees that in order to make funds available for such purpose in each Fiscal Year, it will, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract Payments that may be required to be made hereunder, whether or not any other sums are included in such measure, until all payments so required to be made hereunder shall have been made in full. The obligation of the City to make any payments that may be required to be made from its general funds shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 4.4, then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate Fiscal Year the amounts required to pay the obligations that may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the City shall make such Contract Payments to the Issuer if for any reason the payment of such obligations shall not otherwise have been made.

(b) The City covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, as now existent and as the same may hereafter be extended, at such rate or rates, as may be necessary to produce in each year revenues that will be sufficient to fulfill the City's obligations under this Contract, from which revenues the City agrees to appropriate sums sufficient to pay in full when due all of the City's obligations under this Contract. The City hereby grants a lien in favor of the Issuer on any and all revenues realized by the City from such tax to make the payments that are required under the Contract, which lien is superior to any that can be created. Nothing herein contained, however, shall be construed as limiting the right of the City to make the payments called for by this Contract out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

Section 4.5. Enforcement of Obligations.

The obligation of the City to make Contract Payments under this Article may be enforced by (a) the Issuer, (b) the Bondholders, as third party beneficiaries in accordance with the applicable provisions of the Resolution and independently of the Issuer, or (c) such receiver or receivers as may be appointed pursuant to the Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Issuer and the City that no other remedy at law is adequate to protect the interests of the parties hereto or the interests of the parties hereto.

Section 4.6. Security for the Bonds.

The Issuer has adopted the Resolution as security for payment of the Bonds. The City hereby assents to the assignment and pledge made in the Resolution and hereby agrees that its obligations to make all payments under this Contract shall be absolute and shall not be subject to any defense, except payment, or to any right of setoff, counterclaim, or recoupment arising out of any breach by the Issuer of any obligation to the City, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to the City by the Issuer. The City further agrees that all payments required to be made under this Contract, except for those arising out of Unassigned Rights, shall be paid directly to the Sinking Fund Custodian for the account of the Issuer for deposit to the Sinking Fund. The Bondholders shall have all rights and remedies herein accorded to the Issuer (except for Unassigned Rights), and any reference herein to the Issuer shall be deemed, with the necessary changes in detail, to include the Bondholders, and the Bondholders are deemed to be and are third party beneficiaries of the representations, covenants, and agreements of the City herein contained.

ARTICLE V.

SPECIAL COVENANTS

Section 5.1. Continuing Disclosure.

The City hereby covenants and agrees that it will comply with the Series 2011 Disclosure Certificate. Notwithstanding any other provision of this Contract, failure of the City to comply with the Series 2011 Disclosure Certificate shall not be considered an Event of Default; however any beneficial owner of the Bonds may take such actions as may be necessary or appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section 5.1.

Section 5.2. Further Assurances and Corrective Instruments.

The Issuer and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

Section 5.3. Issuer and City Representatives.

Whenever under the provisions of this Contract the approval of the Issuer or the City is required or the Issuer or the City is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by its Authorized Issuer Representative and for the City by its Authorized City Representative.

Section 5.4. City's Obligations in the Resolution.

The City agrees to perform all of its obligations (if any) under, and to comply with all of the terms of, the Resolution.

ARTICLE VI.

ASSIGNMENT; PREPAYMENT

Section 6.1. No Assignment by City.

This Contract may not be sold, assigned, or encumbered by the City.

Section 6.2. Redemption of Bonds.

The Issuer, at the written request of the City at any time and if the Bonds are then callable or available for purchase, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable redemption or purchase provisions of the Resolution to effect redemption or purchase of all or part of the then outstanding Bonds, as may be specified by the City, on the earliest date on which such redemption or purchase may be made under such applicable provisions.

Section 6.3. Prepayment of Contract Payments.

There is expressly reserved to the City the right, and the City is authorized and permitted, at any time it may choose, to prepay all or any part of the Contract Payments and other amounts payable under Section 4.2 hereof, and the Issuer agrees that the Sinking Fund Custodian may accept such prepayments of Contract Payments and other amounts when the same are tendered by the City. All Contract Payments and other amounts so prepaid shall at the written direction of the City be credited toward the Contract Payments and other amounts specified in Section 4.2 hereof, in the order of their due dates, or applied to the retirement of the Bonds prior to maturity (either by redemption or purchase) in accordance with the Resolution. The City shall also have the right to surrender Bonds acquired by it in any manner whatsoever to the Issuer for cancellation, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired and shall be allocated as credits to Contract Payments as provided in the Resolution.

Section 6.4. Option to Prepay the Contract Payments and Redeem the Bonds at Prior Optional Redemption Dates.

The City shall also have the option to prepay Contract Payments and other amounts payable under this Contract in such manner and amounts as will enable the Issuer to redeem the Bonds prior to maturity, in whole on any business day or in part on any scheduled interest payment date, as provided in the Resolution. Bonds redeemed pursuant to this Section shall be redeemed in accordance with the Resolution. The Contract Payments and other amounts payable by the City in the event of its exercise of the option granted under this Section shall be the amount required under the Resolution.

ARTICLE VII.

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined.

The following shall be "Events of Default" under this Contract and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Contract, any one or more of the following events:

(a) Failure by the City to make the payments required to be paid under Section 4.2 hereof at the times specified therein.

(b) The City's breach in any material respect of any representation or warranty contained in this Contract or failure by the City or the Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) of this Section 7.1, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Issuer or the Bondholders, unless the Bondholders shall agree in writing to an extension of such time prior to its expiration, provided that such 30-day notice and cure period shall not apply to breach of Section 8.5. In the case of any such breach or default that cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of time not materially detrimental to the rights of the Issuer and the Bondholders, to be determined conclusively by the Bondholders, it shall not constitute an Event of Default if corrective action is instituted by the City within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established in writing by the Bondholders.

(c) The occurrence of an Event of Default under the Resolution.

(d) The City shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property, (ii) enter into an agreement of composition with its creditors, (iii) admit in writing its inability to pay its debts as such debts become due, (iv) make a general assignment for the benefit of its creditors, (v) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect), (vi) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law, or (viii) take any action for the purpose of effecting any of the foregoing.

(e) A proceeding or case shall be commenced, without the application of the City, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of the City, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the City or of all or any substantial part of the assets of it, or (iii) similar relief in respect of the City under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of sixty (60) days, whether consecutive or not.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 hereof shall have happened and be continuing, the Issuer may take any one or more of the following remedies:

(a) The Issuer may have access to and inspect, examine, and make copies of the books and records and any and all accounts and similar data of the City; and

(b) The Issuer may take whatever action at law or in equity or under the terms of the Contract may appear necessary or desirable to collect the Contract Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the City or the Issuer under this Contract.

No action taken pursuant to this Section 7.2 shall relieve the City from its obligations pursuant to Section 4.2 hereof, all of which shall survive any such action, and the Issuer may take whatever action at law or in equity as may appear necessary and desirable to collect the Contract Payments and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement, or covenant of the City hereunder.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Bondholders, and the Bondholders shall be deemed a third party beneficiary of all covenants and agreements herein contained.

Section 7.4. Agreement To Pay Attorneys' Fees and Expenses.

If an Event of Default should occur and the Issuer or the Bondholders should employ attorneys, accountants, or other experts or incur other expenses for the collection of Contract Payments and other amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Issuer and to the Bondholders for the account of the Issuer the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the Issuer and the Bondholders. Any attorneys' fees required to be paid by the City under this Contract shall include attorneys' and paralegals' fees through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals.

Section 7.5. No Additional Waiver Implied by One Waiver.

Subject to Section 8.5, the Issuer may waive any Event of Default hereunder and its consequences. In case of any such waiver, or in case any proceeding taken by the Issuer or the Bondholders on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Issuer or the Bondholders, then and in every such case the Issuer and the City shall be restored to their former position and rights hereunder, but no such waiver or rescission shall extend to or affect any subsequent or other Event of Default or impair or exhaust any right, power, or remedy consequent thereon.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

If to the Issuer:

City of Peachtree City Public Facilities Authority
City Hall
151 Willowbend Rd.
Peachtree City, GA 30269
Attention: Chairman

With a copy to the City.

If to the City:

City of Peachtree City, Georgia
City Hall
151 Willowbend Rd.
Peachtree City, GA 30269
Attention: Director of Financial Services

Section 8.2. Binding Effect.

This Contract shall inure to the benefit of and shall be binding upon the Issuer, the City, and their respective successors and assigns, subject, however, to the limitations of Section 6.1 hereof.

Section 8.3. Severability.

In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.4. Amounts Remaining in Funds.

It is agreed by the parties hereto that any amounts remaining in any funds or accounts created under the Resolution upon expiration or earlier termination of the Contract, as provided in this Contract, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Resolution) and all other amounts owing hereunder, shall belong to and be paid to the City.

Section 8.5. Amendments, Changes and Modifications.

This Contract may not be effectively amended, changed, modified, altered or terminated, and the observance of any term hereof may not be waived, except as provided in the Resolution.

Section 8.6. Execution in Counterparts.

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.7. Applicable Law.

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 8.8. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Contract.

Section 8.9. No Personal Recourse.

No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer or the City contained in this Contract or for any claim based hereon or otherwise in respect hereof against any member of the Issuer or the City, officer, or employee, as such, in his individual capacity, past, present, or future, of the Issuer, the City, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Contract is solely a corporate obligation of the City and the Issuer payable only from the funds and assets of the City and the Issuer herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of the Issuer or the City, officer, or employee, as such, past, present, or future, of the City or the Issuer, or of any successor corporation, either directly or through the City, the Issuer, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Issuer and the City whether contained in this Contract or in the Resolution or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of the Issuer or the City, officer, and employee is, by the execution of this Contract and as a condition of and as part of the consideration for the execution of this Contract, expressly waived and released. The immunity of members of the Issuer or the City, officers, and employees of the Issuer and the City under the provisions contained in this Section 8.9 shall survive the completion of the Projects and the termination of this Contract.

IN WITNESS WHEREOF, the Issuer has caused this Contract to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officials as of the date first above written. The City has caused this Contract to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officials as of the date first above written.

CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY

(SEAL)

By:________________________________
Vanessa Fleisch
Chairperson

Attest:

By:________________________
Paul Salvatore
Secretary

CITY OF PEACHTREE CITY, GEORGIA

(SEAL)

By:______________________________
Don Haddix
Mayor

Attest:

By:______________________________
Ann E. Tyler
Clerk

(Intergovernmental Contract)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: James L. Pennington, City Manager
Paul Salvatore, Financial Services Director P.S.
Janet Camburn, Assistant Financial Services Director
Angela Egan, Purchasing Agent

FROM: H.C. "Skip Clark" II, Chief of Police

DATE: August 8, 2011

SUBJECT: Request to Extend Current Wrecker Service Agreement
August 18, 2011 Council Meeting

Recommendation:

Staff recommends that the City extend the current wrecker service agreement with Parker Wrecker Service for one year.

Discussion:

The current wrecker contract terminates on December 31, 2011. This extension will maintain continuity in our current impound records system, as well as continue a very effective working relationship between the Police Department and Parker Wrecker Service, a local business.

Parker Wrecker Service was originally awarded the contract by Council in 2003. On September 19, 2008 bid requests were sent out concerning the 2008 Wrecker Service Agreement. On October 16, 2008, two bids were received which included bids from Parker Wrecker Service and Ison Wrecker Service. Of the two bids received, Parker Wrecker Service was determined to be the lowest bidder.

Since awarding this current contract, the Police Department has received excellent towing services, exceptional on-call response times, very good customer service, cooperation and positive feedback from a number of citizens. Parker Wrecker Service has agreed to keep the prices as currently listed if the contract extension is approved. Parker Wrecker Service has proven itself as a reputable business within the community and has continued to offer a quality service. The business has been consistent in reporting requirements and cooperative when providing tow records during periodic inspections.

Budget Impact:

There is no budget impact as this is a contractual agreement involving a private tow company.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Administrative Services Director

FROM: **Public Information Officer/City Clerk**

DATE: **August 11, 2011**

SUBJECT: **Recreation Ordinance Amendment – Alcohol at City Facilities**
August 18, 2011, City Council Meeting

Recommendation:

That Council consider the attached ordinance that establishes certain conditions under which alcohol may be served at City owned facilities.

Discussion:

At the August 18 meeting, Council will consider issuing a Qualifying Location Permit for alcohol at private special events at The Gathering Place. The attached ordinance amendment is necessary to allow Council the option of granting such a permit.

The amendment also modifies the language relating to the Peachtree City Tennis Center to acknowledge the change from the Tourism Association to the Convention and Visitors Bureau, and to reflect the management of the facility by a third party contractor.

The City Attorney has reviewed and approved the changes.

Budget Impact:

This item could have a positive budgetary impact by expanding the rental opportunities of The Gathering Place by private event organizers who want the option of serving alcohol by obtaining a Special Event Permit.

ORDINANCE NUMBER ________

AN ORDINANCE TO AMEND CHAPTER 54, PARKS AND RECREATION, OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED; TO PROHIBIT INTOXICCATION, NOISE, DISORDERLY OR LEWED BEHAVIOUR AT CITY PARKS AND RECREATION FACILITIES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City, that:

Section 1. Chapter Six, Article II, Division 1, Section 6-39 of the Alcoholic Beverage Ordinance, as amended, be amended as follows:

Sec. 54-7. - Intoxication; noise, disorderly or lewd behavior.

It shall be unlawful for any person to:

a. Drink or possess any alcoholic beverages in or within the vicinity of any of the parks or recreation facilities of the city, with the exception of:

1. The Frederick Brown, Jr. Amphitheater, where alcoholic beverages may be permitted during shows, plays, concerts and performances primarily for persons 21 years of age or older,

2. The Peachtree City Tennis Center under the following conditions:

   A. At any city-owned restaurant at the city tennis center licensed for the sale of alcoholic beverages by the drink under the terms of this chapter.

   Deleted: and a

   B. At events at the city tennis center (hereinafter referenced as "activity") so long as all of the following conditions are met:

   Deleted: Additionally, alcoholic beverages may be served at certain

      i. The activity is primarily for people 21 years of age and older;
      ii. The police chief has determined that the activity does not have a history that indicates an unreasonable risk of riotous, tumultuous or disorderly conduct;
      iii. A security plan is approved by the police chief or his designee; and
      iv. A request to serve alcoholic beverages is submitted by the city Convention and Visitors Bureau or the agency managing the tennis center under contract with the city and is approved by the chief administrative officer or mayor based on recommendations from the police chief.

      Deleted: tourism association

3. Any recreation facility designated by the Mayor and Council as permitted location for special events at which alcoholic beverages may be served under the terms of

Sec. 6-51 of this Code of Ordinances and for which the organizers of the special event have obtained the necessary permits from the City of Peachtree City and the State of Georgia and follow the rules and requirements as established by the city.

b. Be in an intoxicated condition, make any loud or unnecessary noises, engage in noisy disputes or conversations, engage in any indecent or lewd acts or behavior, or in any other manner disturb the public peace, quiet and order in or within the vicinity of any of the parks or recreation facilities of the city.

Section 2. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon its adoption.

This ________ day of ____________________ 2011.

____
Don Haddix, Mayor

____

____

____

____

Attest: ____________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
VIA:	**City Manager** **Administrative Services Director**
FROM:	**Public Information Officer/City Clerk**
DATE:	**July 11, 2011**
SUBJECT:	**Qualifying Location Permit – The Gathering Place** ***August 18, 2011, City Council Meeting***

Recommendation:

That Council consider designating The Gathering Place as a qualifying location for beer and wine to be served at permitted private events. If approved, the Public Information Officer/City Clerk, Betsy Tyler, would serve as the Licensee, and the Deputy City Clerk, Pam Dufresne, would serve as the License Representative.

Discussion:

Staff has received a request from a local group of military veterans to use The Gathering Place for a private event this fall. The group also asked about having alcohol at the event, which currently is not allowed. However, the City has discussed establishing The Gathering Place as qualifying location for alcohol over the past two years to help offset the costs of the facility. The Recreation Department previously presented concerns that rentals would remain limited due to the prohibition of alcohol.

Last month, the Mayor and City Council approved an amendment to the Alcoholic Beverage Ordinance bringing the distance requirements from schools in line with those imposed by the State of Georgia, specifically due to changes in the Westpark Shopping Center and two pending applications that would have to be denied at that location.

As noted in the memo last month, that ordinance change also affects The Gathering Place, which is now an adequate distance from Huddleston Elementary to allow for the presence of beer and wine. Due to this change, the event organizers asked staff to bring forward the ordinance amendment that would allow alcoholic beverages to be served at The Gathering Place

As a Qualifying Location, the City of Peachtree City would not hold an alcohol license with the State. The Qualifying Location permit designates the facility as an authorized location for special event permits that the event organizer would then obtain from the City and from the

State. Eligible events must be private and not open to the general public to qualify for a permit. Additionally, only beer and wine will be allowed because the Gathering Place still falls within the prohibited distance from a school for distilled spirits.

Staff will also be reviewing the rules for events at The Gathering Place and the associated fees and deposits to determine if additional requirements should be imposed for events that will include alcohol. Following a meeting on Monday that will include the Chief of Police and the Program Coordinator for The Gathering Place, the final rules will be forwarded to Council with a possible recommendation on fee or deposit changes.

Budget Impact:

This item could have a positive budgetary impact due to increased rentals of The Gathering Place.

PEACHTREE CITY
PLAN TO STAY™

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

Application for Qualifying Location Permit

Name: City of Peachtree City	Location: The Gathering Place 203 McIntosh Trail	
Mailing Address: 151 Willowbend Rd, Peachtree City, GA 30269	Business Telephone: 770-487-7657	
Name of Licensee: City of Peachtree City / Ann E. Tyler	Home Address: 83 Twiggs Corner Peachtree City, GA 30269	Home Phone Number: 770-487-6585
Name of License Representative: Pamela P. Dufresne	Home Address: 213 Preston Circle Peachtree City, GA 30269	Home Phone Number: 770-631-2494

Please indicate the type of permit you are applying for:

X	Malt Beverage
X	Wine
	Distilled Spirits (Includes Malt Beverage and Wine)

NAME *Individual Owner's Name, Partners' Names, Corporation Name and the name of a Contact Person regarding License changes, taxes, etc.:*	**ADDRESS** *Please provide Home Addresses for the individuals listed:*	**TELEPHONE** *Please provide Home and Business Numbers for individuals listed:*
Elected Mayor & Council		
Don Haddix, Mayor	7 Dover Trail	770-487-4749
Vanessa Fleisch	414 Taberon	770-631-8518
Eric Imker	2407 Ashford Park	678-364-0134
Kim Learnard	109 Loblolly Circle	770-826-6707
Doug Sturbaum	455 Plantain Terrace	678-364-8730

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State of Georgia

City of Peachtree City:

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

Ann E. (Betsy) Tyler for the City of Peachtree City

83 Twiggs Corner Peachtree City, GA 30269
Address

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

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

7/28/11
Date

Major R.M. DuBose
Witness

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State of Georgia

City of Peachtree City:

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

Pamela P. Dufresne for the City of Peachtree City

213 Preston Circle Peachtree City, GA 30269
Address

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

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

7/28/11
Date

Witness