City Council of Peachtree City
Agenda
August 6, 2009
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Recognize Youth Council Serving Fayette County Youth Volunteer of the Quarter
Recognize Cindy Light – Level I Certified Finance Officer
Recognize Laura Oles as GMCCC Court Clerk of the Year
Recognize Supervisor of the Quarter – Stan Pye
Recognize Teen CERT Graduates
Recognize Big League Baseball Team – State Champions

IV. Public Comment

V. Agenda Changes

VI. Minutes
March 5, 2009, Executive Session Minutes
July 16, 2009, Regular Meeting Minutes
July 16, 2009, Executive Session Minutes

VII. Monthly Reports

VIII. Consent Agenda
1. Consider Franchise Agreements for Waste Haulers
2. Consider Appointment of Tourism Association Members
3. Consider Amendments to Resolution Calling for Municipal Election
4. Consider Intergovernmental Agreement with Fayette County to Conduct Municipal Election
5. Consider MOA with GDOT for Streetlights at SR 54/74 Intersection
6. Consider Donation to Police Department from Trek
7. Consider Alcohol License – NEW – Tennis Center Restaurant
8. Consider Acceptance of Drainage Easements
9. Consider Budget Amendments – FY 2009

IX. Old Agenda Items
07-09-04 Public Hearing – Consider Variance to Building Setback, 123 Crown Court ***(Will be continued to August 20)***
07-09-05 Public Hearing – Consider Variance to 25' Wetlands Buffer and to Allow a Private Basketball Court to Encroach into a City-owned Greenbelt, 128 Century Park Place

X. New Agenda Items
08-09-01 Public Hearing – Consider Ordinance Amendment – Development Impact Fees, including Revision to Fee Schedule
08-09-02 Public Hearing – Consider Amendment to Capital Improvement Element (CIE) ***(Will be continued to August 20)***
08-09-03 Public Hearing – Amended Step 1 Annexation Application, Scarbrough Property, Wilksmoor Village
08-09-04 Donation of Land to the Airport Authority
08-09-05 Consider Revised PCTA FY2009 Budget
08-09-06 Consider Amendments to Personnel Policy
08-09-07 Consider Bid for Flat Creek Multi-Use Path Bridge Approaches
08-09-08 Consider Intergovernmental Agreement with Fayette County Board of Commissioners Regarding 2010 Six-year SPLOST
08-09-09 Consider Amendment to Fee Schedule – Roofing Contractors

XI. Council/Staff Topics

XII. Executive Session

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

City Council of Peachtree City
EXECUTIVE SESSION
Minutes of Meeting
March 5, 2009

Mayor Harold Logsdon called the executive session to order immediately following the regular meeting on Thursday, March 5, 2009. Council Members present were: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum. City Manager Bernard McMullen and City Attorney Ted Meeker were also present.

McMullen and Meeker provided information on a proposed land swap with Fayette County. McMullen noted that the initial appraisals for the two properties, the County property on Kelly Drive and the City property adjacent to the County Animal Control Shelter, had a difference between $100,000 and $300,000. The appraisals were re-done, and the difference was between $16,000 and $30,000, which was more realistic. He noted the properties had the same zoning. Meeker said the County Administrator Jack Krakeel had presented the information to the Board of Commissioners, and they were fine with it. McMullen said the City would need a multi-use path easement on the property adjacent to the Animal Control Shelter for the future tunnel that would go under SR 74 South, which would go left out of the tunnel to the Rite-aid property at Wilshire Pavilion. Meeker said there was a process that had to be followed for the land swap to take place. Council consensus was in favor of the land swap.

Boone moved to reconvene in regular session at 8:50 p.m. Haddix seconded. The motion carried unanimously.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City Council of Peachtree City
Minutes of Meeting
July 16, 2009
7:00 p.m.

Mayor Logsdon called the meeting to order at 7:01 p.m. Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards and Special Recognition

Mayor Logsdon recognized outgoing president of the Youth Girls Softball program, Mike Pullias. The Peachtree City Optimist Club presented a check to the Police Department for a bullet-proof vest for the Department's new K-9 officer, Maik, who was introduced by handler Corporal Andy Johnson. Cajen Rhodes was recognized as the Supervisor of the Quarter. Lauren Escalante of USA Pools and Peachtree City Volunteer Firefighter Jim Houghton were recognized for their assistance to Rhodes in reviving a heart attack victim at Kedron Fieldhouse on June 20. The July 4th parade winners were recognized. The winners included;

3rd Place Golf Cart - New Neighbor's League Club
2nd Place Golf Cart - The Micallef Family
1st Place Golf Cart - The Martz Family
Most Creative - The Starke Family (golf cart)
City Spotlight Award - Girl Scouts/Breast Cancer Survivor's Network
Mayor's Trophy - Timberline Construction
Most Patriotic - Delta Community Credit Union
Grand Marshal's Trophy - Peachtree City Golf Cars

Public Comment

There were no Public Comments.

Agenda Changes

There were no changes to the agenda.

Minutes

Sturbaum moved to approve the March 5, 2009, executive session minutes; June 18, 2009, regular meeting minutes; and the June 30, 2009, special called meeting minutes.

Monthly Reports

There were no comments on the Monthly Reports.

Consent Agenda

1. **Alcohol License – NEW – PTC World of Beverage (formerly Arnie's)**
2. **Consider Ordinance Amendments – Sections 2-126, 2-149, 2-150, 10-33 & Sections 406, 1001, 1010 and 1014 of the Land Development Ordinance – Rename Developmental Services as Community Development**
3. **Consider Requests to Surplus Equipment – IT Department & Purchasing Agent**
4. **Consider Budget Amendments**

5. **Consider Additional School Crossing Guards**
6. **Consider Reclassification of Position – Senior Code Enforcement Officer to Housing Code Officer**
7. **Consider Evidence/Property Purge**
8. **Consider Acceptance of Drainage Easements – Lakeside Subdivision Drainage Improvements & Willowbend Road Culvert Replacement**

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

Copies of all PowerPoint presentations are included in the official meeting file.

<u>**Old Agenda Items**</u>

05-09-08 Consider Revision of Fee Schedule for Kedron Fieldhouse and Aquatic Center and Glenloch Pools (Swim Team Rates)

Leisure Services Director Randy Gaddo gave a brief review of what happened to date on changing the fees and of four options. Options A, B, and C were all based on a quarterly pass at varying rates for the programs. Council had not wanted to go that route. Gaddo noted that a per lane/per hour charge had been suggested as an option at the June 8 budget workshop. The recommended fees were based on research of similar facilities in the area. Gaddo continued that staff recommended a $3/lane/hour fee for schools and the Masters program. The schools had a 14-week season with an average of 150 swimmers per month, $7.50/swimmer/month, $1,000/month minimum payment. The revenue total for the schools would be $3,780. Changes to the Masters program would bring in an estimated $1,800 per year at $3/lane/hour for the 10-month season with an average 15 swimmers/month. The cost would be $12/swimmer/month with a $150/month minimum. The recommendation for the Southern Crescent Aquatic Team (SCAT) was $4/lane/hour for estimated revenue of $26,112. SCAT had an 11-month season with an average of 125 swimmers/month. The cost would be $19/swimmer/month, with a $2,000/month minimum. The estimated total annual revenue would be $31,692. The revenue was currently $9,000.

Gaddo continued that Option D had been discussed with the Fayette County School Superintendent and Athletic Director, who felt it was acceptable. Gaddo said they had also asked the officials to encourage booster clubs to provide additional funding to help the City offset costs for the Kedron bubble. Gaddo said SCAT was charged a higher rate because it was a for-profit organization. He continued that no out-of-County fees were addressed due to the small number on the school teams and in the Masters program. Ten percent of SCAT members were out-of-County residents and were already charged at a higher rate.

Jamey Myers, SCAT's head coach, said he felt the per lane/per hour fees were fair and equitable, but said SCAT was a 501(c)(3), a non-profit company, and a 33% increase in cost would be difficult for everyone. He said he had been working with Kedron Manager Scott McCord to bring in a triathlon program in the mornings. The only thing that could be done was to increase fees and programming. Every hour the pool was not used cost money. The per lane/per hour charge was good, but SCAT might not need eight lanes every practice. The recommended minimum was $2,000 per month for SCAT, but he would prefer the charge be based on actual usage. He did not know what his numbers would be in the fall.

Gaddo said the minimum charged was based on the average number of users at the per lane fee, then rounded down to the lower number, so they would have a known amount for budgeting purposes. Gaddo said the fact that SCAT was a non-profit was new information to him, and he needed to look into that. Myers said that, in the current economy, he did not know how many swimmers would be participating in the program. He might have to let some staff go if he had to pay $2,000 each month, but had fewer swimmers. McMullen added that the concern was that Council would be voting on the FY 2009-2010 budget at the August 6 meeting, and Kedron Fieldhouse was part of that budget. Plunkett said that if SCAT was a 501(c)(3), then she would approve the proposed fees with SCAT at a $3/lane/hour fee. Sturbaum suggested the minimum be changed to $1,500 per month. Myers said that was more in line with what they could do.

Sturbaum moved to approve the revision of the fee schedule for Kedron Fieldhouse and Aquatic Center and Glenloch pools (swim team rates) as stated with the changes that SCAT would be charged $3/lane/hour with a $1,500 per month minimum. Plunkett seconded. The motion carried unanimously.

06-09-01 Public Hearing – Consider Variance to Building Setback, 100 Hermitage Place

Logsdon noted that there were two additional letters on the dais pertaining to the variance request – a letter from The Coventry HOA Board and a letter from Joe Henebry, 112 Hermitage Place. Owner David Conner addressed Council, noting that the proposed addition to his garage would extend 4.2 feet into the side building setback. There would be a playroom above the garage. He added that he had shown his plans to his homeowners association (HOA) board, but their covenants did not allow the HOA to issue an opinion on the variance.

Interim Community Development Director/City Planner David Rast said staff had worked with Conner on the variance for a few months, noting that the variance had originally been on the June 18 agenda. The encroachment would be 4.2 feet into the 15-foot side building setback. Staff findings were that the request should be approved. The 0.588-acre tract abutted City-owned greenbelt on the side and the rear. It was a six-sided lot, which was somewhat uncommon, and the encroachment would not be noticeable from the front of the home. The placement of the home on the lot limited expansion on either side of the house without encroaching into the building setback. The home's floor plan would prevent expanding to the rear without significantly changing the interior layout of the home.

Rast said four conditions were recommended and included the following:

1. *The variance shall be limited to an encroachment of 4.2 feet as shown on the Boundary Survey prepared for David Conner (dated April 21, 2009). There shall be no other encroachments permitted without first securing additional variances.*
2. *A Foundation Survey shall be provided as part of the Building Permit process identifying this encroachment.*
3. *Following completion of construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a revised Foundation Survey to the Building Official identifying the location of the new deck. The purpose of this survey will be to*

ensure the new construction does not encroach any further into the building setback than permitted by this special exception variance.

4. *The existing fence along the side property line shall be removed from the City-owned greenbelt and located on the property line.*

The public hearing opened.

Steve Sironsky, Conner's neighbor, spoke in favor of the variance.

Steve Mitchell, who represented the HOA, said he expected the project to be done in a top-notch manner and did not expect it to fall outside what had already been done in the neighborhood in terms of renovations or remodels.

Phyllis Aguayo said she was concerned about the number of variances that were being granted. The practice of granting them so often tended to change the reasons to have setbacks and buffers. She had no problem with this particular request, but allowing such large footprints on such small lots to allow more houses in a subdivision led to the owners wanting to expand to go into the setbacks. The City was losing its buffers and greenbelts inch by inch.

Plunkett asked how many variances had been granted by this Council. Rast pointed out that this particular agenda was unique. Typically, there was one variance every couple of meetings.

Boone said the request was similar to one Council had granted not long ago with greenspace in the backyard. He had no issue with this request as the rigors were clear.

Haddix agreed with Boone, but noted there was no letter of approval from the HOA. He understood the covenants did not allow it; however, the HOA was free to grant an approval. He asked if the HOA was willing to do so.

Mitchell told Council he could take the request back to the board, but there was a committee looking at their covenants and trying to clarify what the HOA could do. He added that, at this point, the board felt it could not have an opinion on the variance since it was granted by Council. Haddix said there was a conflict between their declaration and the City. In that event, the covenants were rendered null, void, and inapplicable, which left the HOA free to issue an approval to be in line with the procedure to bring the request to Council. Haddix said he wanted to grant the variance, but he was unwilling to override an HOA. Mitchell said he could do that. Haddix asked Conner if he wanted to table the request. Conner said he did not want to have the request tabled. He had already tabled the request and taken it back to the board. The board looked at it and said they did not want to issue an opinion on a variance. The HOA relied on the issuance of the Building Permit, which he would not be able to get without the HOA approval.

Logsdon said he did not want the HOA to issue an opinion on Council's opinion. Mitchell said the HOA could only rule on the architectural plans, and they had only seen Conner's drawings, not full architectural plans. Conner said he only had conceptual drawings, and the architect was waiting on the variance. He reiterated that he could not get a Building Permit without plan review by the HOA's architectural review committee.

Sironsky said he had actually received one of the first variances the City had granted. They had needed a six to eight-inch variance. The HOA board had not been involved in the variance process.

Boone moved to approve the variance. There was no second.

Plunkett asked Rast how many other lots in the neighborhood could ask for variances because of the greenspace. Conner said that his lot was one of only two six-sided lots and one of four that had sides that abutted greenspace. His was the only lot with a garage that faced greenspace. There were approximately 40 homes in the subdivision that abutted greenspace in the back.

Plunkett asked if the plan could be tweaked so that it did not encroach into the setback. Rast said that, when looking at the proposal, Conner was also trying to match the walls up with the existing uses inside the home. Rast said they could have a freestanding garage. Plunkett said that the City could only grant a variance if there were no other way to do it. If there was any other way to do it, even if it cost more, then the homeowner was responsible to do it. She did not hear yet that there was no other way. Conner said that, per the covenants, they could not have a detached garage. Another option had been to turn it slightly. If the plan was rotated seven degrees, then there would be a safety hazard getting into the garage and the complexity of the roof angles would not fit in with the style of the neighborhood. Oddly canted walls could be a problem if they were to sell the house.

Haddix said they could be opening up the potential for variance requests throughout the City, and they would be intervening between a homeowner and an HOA. Mitchell noted that their board operated in full compliance with the current covenants. The HOA was looking at the covenants and how they were listed, and they felt they could not issue an opinion on the request. Haddix said that, when there was a conflict with the City, the covenant in that area was rendered null and ineffective. Conner said that the board had chosen not to issue an opinion.

Sturbaum asked Mitchell what would happen if the HOA did not approve the architectural plans. Conner said he could not get a building permit until the HOA approved the plans.

Beth Pullias, president of the Kedron Hills HOA, said she had researched this issue and found there were no covenants that allowed an HOA to grant a variance. Only the City could do that. HOAs could grant architectural approval contingent upon the City granting a variance. Nothing gave the HOA any say on a variance.

Plunkett said that, in the past, HOAs had tentatively given approval of the structure, which was the missing link. Conner said he had given it to them and asked them to render an opinion, and the HOA had chosen not to. Plunkett said if the City did not follow the procedure that was in place there could be problems later. She noted that, in the past, there has always been a letter from the HOA regarding the proposed variance. City Attorney Ted Meeker said that there was nothing in the variance ordinance or procedure requiring HOA approvals. Typically, there was some comment from the HOA, and in this case, the subdivision's HOA felt it was not in the position to say anything about the request. Granting variances was truly a City function. Rast added that staff typically did not recommend approval on variances that HOAs opposed.

Conner explained that, in the past, the HOA had a couple of residents who looked at different building projects and approved them. The City knew to call those residents. There had not been an official architectural subcommittee. His expansion had been the first where the HOA was following the letter of the law (covenants). By doing so, the covenants prohibited the HOA from commenting either way on a variance request.

Sturbaum asked Conner if he agreed to taking down anything that did not fully comply with the HOA. Conner said he did. Haddix said there needed to be a written procedure on variances.

Boone moved to approve the variance request for 100 Hermitage Pace with the stipulations. Haddix seconded. Sturbaum asked for a friendly amendment that the architectural plans be approved by the HOA prior to submitting them to the City for the building permit. Boone and Haddix accepted the friendly amendment. The motion carried unanimously.

<u>New Agenda Items</u>

07-09-01 Public Hearing – Consider Adoption of Comprehensive Plan – 2009 Partial Plan Update

Rast explained that this was the standard update that was done each year to the Capital Improvement Element (CIE) and the Short Term Work Program (STWP) and sent to the Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA). The proposed changes to the impact fees would be brought to Council at the August 6 meeting. He added that neither the ARC nor DCA had made any comments on the update.

The public hearing opened, and there were no comments.

Plunkett moved to approve the adoption of the 2009 Partial Plan update to the Comprehensive Plan. Sturbaum seconded. The motion carried unanimously.

07-09-02 Public Hearing – Consider Step One Annexation Application – Southern Pines Plantation (SR 74 South)

Rast addressed Council, saying that the County had rezoned the parcel, which was located just south of Rockaway Road and Meade Field, for a retail/office complex. The applicant proposed that the City annex approximately 18 acres of the overall 80-acre site. The overall tract included 21.8 acres designated as C-C Community Commercial, 5.8 acres designated as OI Office Institutional, and 52.4 acres designated as AR Agricultural Reserve. The County approved 177,200 square feet of office and retail space for the overall site. The 18-acre tract proposed for the annexation was located immediately south of and adjacent to the Meade Field sports complex. The applicant proposed that 14.14 acres be donated to the City for future expansion of the sports complex and the remaining 3.86 acres be designated for commercial use. That portion was located adjacent to SR 74 and would be used for offices.

Carl Westmoreland, attorney for the property owner, SPP Commercial Group, LLC, spoke on behalf of the applicant, noting the application was the first step in a collaborative process between the owners, the County, the Peachtree City Water and Sewerage Authority (WASA), and the City. He continued that they would request General Commercial GC zoning for the portion next to SR 74 with conditions similar to Wilshire Pavilion. They proposed to give the 14 acres abutting Meade Field to the City. There was a creek that ran perpendicular to SR 74 on Tract 2 and the sanitary sewer line would run up the creek. If the application to annex moved forward with the City, they would file to modify the commercial zoning that existed in the County. They planned to bring the Step Two application to Council in October.

The public hearing opened.

Bob Brown said he was not adamantly opposed to annexation where it made sense. They were asking that part of the overall property be annexed into the City for the benefit of sewer access for the entire project without having to adhere to the City's ordinances for the entire project. The City should either annex the entire portion or develop the portion in the County to the City's standards.

Phyllis Aguayo said there was not enough information to know if the annexation would be good or bad. She had the same concerns as Brown. Logsdon said the City would get that information if the Step One application was approved. Aguayo said there also needed to be a better understanding of what would be different if the property were not annexed.

Beth Pullias asked why the entire tract was not included in the request. Plunkett said that the back portion of the overall tract had been deeded to the County as part of the development agreement. Logsdon said all of that would become public information if Council approved the Step One application. Aguayo added that there needed to be a better understanding of the properties contiguous to the tract and how annexation would affect them.

Sturbaum said there was already a developed subdivision on one side of SR 74 and the Starr's Mill school complex was on the other. Plunkett pointed out that the property directly across from Tract 1 was in the City. Logsdon added that the City was not interested in annexing the world, but there were a few areas where it would make sense. Council told staff that if the property owner approached the City, then they should work with them. If it was any other property owner, then they should not waste their time.

Plunkett said she was interested in adding to the recreation facility and the buffer to the commercial development. In her opinion, the City would be providing the developer with a substantial service by providing sewer, so serious consideration should be given to size, signage, landscaping, and more. If the City provided sewer service, the buildings should look like they were part of the City. Haddix pointed out that those issues and questions were only resolvable if Council opened the door by approving the Step One application, and he was willing to do that.

Sturbaum moved to approve the Step One annexation application from Southern Pines Plantation (SR 74 South). Plunkett seconded. The motion carried unanimously.

07-09-03 Public Hearing – Consider Variance to Building Setback, 105 Woodsdale Drive

Property owner Jerry Neese addressed Council, saying he wanted to build a screened-in porch. The house was close to a creek so there were a lot of mosquitoes. They wanted to turn the current deck area into the screened-in porch and extend the deck space out to have a place for the grill. His subdivision did not have an HOA, but he had submitted letters from the majority of his neighbors, who were in favor of the variance. He would need a variance for the new deck that would extend four feet into the 20-foot rear building setback.

Rast noted that the Beechwood was a cluster subdivision with relatively small lots. The home's existing deck encroached 2.5 feet into the rear building setback, which could be corrected through the administrative variance process. He continued that Neese would like to put a roof over the existing deck and screen in the area, which also required a variance, then extend the deck to meet up with the change in plane of the home, which qualified under the special exception variance. He pointed out that the new deck would be at a lower level and could be built without the variance. The front of the home was at grade, but the lot sloped down to the creek, which ran under SR 74. The existing deck was off the main level in the back, which was about 50 inches higher than grade. They planned to maintain a single level on the main living level of the home. Rast said staff supported the variance request with four conditions:

1. *The Applicant shall apply for an Administrative Variance to correct the existing 2.4-foot encroachment into the 20-foot rear building setback. This variance shall be granted prior to issuance of the Building Permit for the proposed construction.*
2. *The variance shall be limited to an encroachment of no more than four feet into the required 20-foot rear building setback as show on the Boundary Survey prepared for Jerry Neese (dated May 18, 2009). There shall be no other encroachments permitted without first securing additional variances.*
3. *Following completion of construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a revised Foundation Survey to the Building Official identifying the location of the new deck. The purpose of this survey will be to ensure the new construction does not encroach any further into the building setback than permitted by this special exception variance.*
4. *Granting this special exception variance does not indicate approval to cover or enclose the new deck. Any new roofed structure (enclosed patio, decks, sunrooms, etc.) shall not be permitted within the rear building setback without first securing a variance.*

The public hearing opened.

Bob Dalberg said that, with all the greenery in the backyard, no one should care.

No one else spoke for or against the variance.

Sturbaum asked Neese if he had a letter from the neighbor at 107 Woodsdale, noting there were letters of support from several neighbors. Neese said that neighbor had been out of town for several weeks and he had not been able to get his signature.

Haddix moved to approve the variance to the rear building setback for 105 Woodsdale with the four conditions. Boone seconded. The motion carried unanimously.

07-09-04 Public Hearing – Consider Variance to Building Setback, 123 Crown Court
Sturbaum moved to continue the public hearing on the variance to the building setback for 123 Crown Court until August 6. Haddix seconded. The motion carried unanimously.

07-09-05 Public Hearing – Consider Variance to 25' Wetlands Buffer and to Allow a Private Basketball Court to Encroach Into a City-owned Greenbelt, 128 Century Park Place
Logsdon noted there was an additional document on the dais – a letter from the Centennial HOA. Rast said he received a call that day from the applicant, who was in Washington, asking that the public hearing be continued until August 6.

Boone moved to continue the public hearing on the variance for 128 Century Park Place to August 6. Haddix seconded. The motion carried unanimously.

07-09-06 Public Hearing – FY 2010 Budget
Financial Services Director Paul Salvatore said the proposed budget was balanced without any projected use of cash reserves. It included a proposed millage rate increase of 0.244 mills, which was a reduction from 2.25 mill increase originally projected. The proposed budget included no merit or standard salary increases for employees and no salary increases for Mayor and Council. One new police detective and one new officer (only funded for six months of the fiscal year) were included in the budget, and the assistant planner position had been moved from contract to full time.

The General Fund estimated revenues were $26,300,530 with the following breakdown – taxes [ad valorem, local option sales tax (LOST), franchise, other], $22,370,064; licenses & permits, $767,569; grants, $200,711; charges for services, $1,314,533; fines & forfeitures, $1,127,852; and investments & other, $519,801. General Fund appropriations totaled $26,300,530, which was a decrease of $1,181,161 (4.3%) over the FY 2009 appropriations total of $27,481,691. The appropriations for the FY 2010 proposed budget included personnel services (66.5%), $17,483,491; purchased/contracted services, $3,217,567; supplies, $2,850,563; capital outlay, $87,031; debt service, $2,325,292; and other, $336,586.

The proposed budget breakdown per department included Fire/EMS (23%), $6,046,833; Police (24.6%), $6,482,919; Recreation (12.8%), $3,357,901; Library (3.9%), $1,020,675; Public Works (12.4%), $3,257,420; Non-Divisional & Transfers (9.4%), $2,479,840; Developmental Services (4.2%), $1,099,709; City Council & City Manager (1.4%), $366,714; Administrative Services (4.2%) $1,114,504; and Financial Services/IT (4.1%), 41,074,015.

Salvatore continued with the challenges for FY 2010 and the future. The LOST revenue had decreased by $453,723 (6.34%) from FY 2007 to FY 2009. Staff projected a decrease of $356,537 (5.32%) from FY 2008 to FY 2009. Annual revenues were currently $810,000 less than FY 2007 levels. The FY 2010 budget was based on the same projection for FY 2009 (0% increase). The estimates for future years were also less than originally projected.

Any growth in the tax digest would be from new growth. Revaluations were not expected to increase in the near future due to changes in the state law, which also impacted future growth projections. Investment income would also be affected. Both interest rates and cash reserve levels had dropped considerably, thus reducing investment income projections. The income dropped by $203,000 (35%) from FY 2007 to FY 2008 and was projected to drop $172,000 (55%) from FY 2008 to FY 2009. Annual revenues were currently $375,000 less than FY 2007 levels. Building permit revenues had also dropped. The annual revenues were currently $225,000 less than FY 2007 levels. The permit revenues had been coming in slower than expected due to a slump in the housing industry, and recovery was uncertain.

Salvatore continued that the City had relied heavily upon the use of one-time revenues to balance the budget. Staff projected use of approximately $1 million in FY 2009 cash reserves to balance the General Fund operating budget. The City needed to decrease reliance upon use of cash reserves to balance the budget in order to maintain adequate fund balance levels in the future. The proposed FY 2010 budget did not include any use of cash reserves to balance the budget, but it did include a millage rate increase.

Salvatore continued that the current millage rate included 5.122 mills for maintenance and operation and 0.411 for bond for a total of 5.533 mills, which had been the same total rate since FY 2006. The proposed millage rate was 5.777, which included a 0.25 mill increase in maintenance and operation (5.372 mills) and a 0.006 decrease in bond (0.405). The reasons for the 0.244 millage increase included the existing budget deficit from prior actions, including the Library bond (there was never a corresponding rate increase after the voters approved the referendum) and the addition of 21 full-time and 10 part-time Public Safety positions since FY 2006. Additional reasons included the reinstatement of raises in FY 2011 (0.245 mill increase projected in FY 2011 even with the 0.244 mill increase in FY 2010) for approximately $780,000; no funds had been included in the General Fund budget for paving, which would be needed if the SPLOST was not renewed; the funding of two new Police Department positions; and the Citizen Survey supported an increase in the millage rate.

Salvatore went over the five-year model based on the staff recommendation of a 0.244 mill increase. He also went over the model with Option A (no millage rate increase in FY 2010) and Option B (a 0.125 mill increase in FY 2010).

Logsdon said he still advocated no millage increase. He would rather give the economy a chance to help get the budget back in shape. There would automatically be a $282 increase from the state without the Homeowners Tax Relief Grant (HTRG). The residents still got a bargain, and he felt the budget could go another year without a millage increase.

The public hearing opened.

Bob Brown thanked McMullen and Salvatore for their hard work, noting that the more residents paid in taxes, the less they would have to spend in stores, so less LOST funds. Brown said that, given the current economic situation, employees would not leave because they had a job. In order for a government workforce to be competitive, it had to do the job with less people because a government employee cost more than a private sector employee. Brown noted that the City referred to $250,000 as the average home value. He believed it was higher at $340,000.

Scott Austinson said he appreciated the clarity of the budget, but as the spokesman for the Hyde Park subdivision, they were not certain funds were appropriated for the extension of the cart path to Carriage Lane, which would allow residents in that area access to the path system. They felt stranded, and they wanted to register their concern. He asked whether the project would be carried out. McMullen said that there were two phases planned to get the path system from Carriage Lane to Peachtree East (Publix shopping area). The Georgia Department of Transportation (DOT) required landscaping along SR 54 so there would be no issues with golf cart headlights and the highway traffic, which was the first phase. The landscape project would go to bid in a few weeks. Currently, the City did not have funding for the paths. If the new SPLOST was approved in November, there would be funding for new path construction. He continued that the City did not plan to list specific projects for the new SPLOST, but more general line items such as bridges, paths for tunnels, path extensions, and street resurfacing, rather than an itemized list. Major projects would be listed, but the Carriage Lane paths were more of a medium project.

Plunkett compared the Cart Path Master Plan to a wish list showing where the City wanted to go in the future, but there might not be any funding attached. Austinson said there was no qualification on the master plan that it was a wish list or subject to funding. Had they known it was a wish list, they would have been talking to Council for the last two years. McMullen said that, until the last two years, the City funded $100,000 in the Public Improvement Program (PIP) for extensions. It was one of the things that had to be cut in the last two years due to budget shortfalls, and it was not part of the proposed FY 2010 budget, either. The priority was to maintain existing infrastructure. Austinson said he would like to ensure that the paths were included in the 2009 SPLOST referendum.

Tim Lydell referred to the budget workshop held on December 2, pointing out that he felt there had not been enough cuts in the FY 2009 budget. He was reasonably pleased with the proposed FY 2010 budget. He noted that, according to the Bureau of Labor Statistics, the typical public employee made $11.20 more per hour than the private sector. He asked the City to look at the employee benefit packages and how they were funded going forward. Private industry had had significant problems with pension plans, leading some companies to bankruptcy.

Sue Memmer said the employees were part of the reason she lived in the City. They needed to be rewarded before they were lost. The employees had already taken cuts in benefits and pay.

Cris Lemay asked Salvatore to clarify the whether the additional Public Safety people and funding had been since 2006. Salvatore said they were, and the figure included the additional positions in the FY 2010 budget. Lemay said he respected Public Safety employees and what they did. He had always advocated raising the millage rate, until he saw the number of Public Safety employees. Other employees were being cut, but Public Safety added more employees, vehicles, and dogs. The City needed to look at other things than Public Safety.

Dan Masrey said the City was very well managed. It was better to be conservative with the budget. No one could really afford a millage rate increase. Property values also were not increasing as they should.

The public hearing closed.

McMullen explained that the average home value of $250,000 was taken from the tax digest, which was not necessarily the average price that the real estate industry or any other industry used. He added that the proposed budget would be on the August 6 agenda for Council consideration.

No vote was required.

Council called for a short break at 10:01 p.m. The meeting reconvened at 10:11 p.m.

07-09-07 Consider Cancellation of Tinsley Mill Stormwater Grant (Removed from June 18 Agenda)

Logsdon noted there were additional documents on the dais – e-mails from David Witherow and Kathleen Tokuda concerning the grant. City Engineer Dave Borkowski gave a brief history of the Tinsley Mill flood mitigation assistance grant, which the City filed on behalf of Tinsley Mill Village. The City signed an agreement with Tinsley Mill on April 18, 2008, to administer the grant, which included options for Tinsley Mill to withdraw since they were required to provide the 25% match for the grant. Tinsley Mill provided a letter of credit for $95,000. On December 9, 2008, Tinsley Mill informed the City that they had only been able to collect approximately $40,000 and felt they would not be able to come up with the funds. A workshop was held on February 4, 2009, to discuss options. Borkowski said the project included the expansion of Lake Peachtree, and the City had gotten assessments to see what could be done to offset the 25% match. On May 13, 2009, the City sent a letter to Tinsley Mill offering to pay $78,000 for the necessary easements, which would lower Tinsley Mill's matching contribution to approximately $104,000. Tinsley Mill was responsible for approximately $223,000 for the matching funds. The grant was for $892,000. On June 1, the City received a formal letter from Tinsley Mill requesting to withdraw from the grant. It had been scheduled on the June 18 agenda, but the Tinsley Mill HOA asked to continue it so the board could discuss the matter further. On June 20, the Tinsley Mill HOA board voted to withdraw from the grant.

Borkowski said staff had looked at every option possible to help Tinsley Mill keep the grant. He continued that, if the project were abandoned, the Georgia Emergency Management Agency (GEMA) might need to be reimbursed approximately $18,000 for funds already spent. If this project were cancelled, then Flat Creek Villas project might also need to be cancelled or significantly modified because of the co-dependency of the design. It would also be very unlikely that the City would receive such grants in the future, and there would be no flood mitigation for Tinsley Mill. If Council elected to withdraw from the grant, staff recommended that the City receive either a certified check, or similar funding mechanism, for the $18,000 so the money could be returned to GEMA. Staff also wanted to hold another workshop with Flat Creek Villas to discuss the easements that would be needed up front from Flat Creek and Tinsley Mill, as well as the expectations of the Flat Creek project if the Tinsley Mill project went away.

Borkowski explained that the grant project was to have enhanced the berms along the edge of Cherry Branch and provide additional culverts for overflow, as well as internal drainage. The expansion of Lake Peachtree would have provided proper drainage for the overflow culverts.

The Flat Creek Villas project would have upgraded the culverts under Flat Creek Road and provided proper drainage to Lake Peachtree. The Tinsley Mill project would have taken care of the water coming from Flat Creek Road. Borkowski said that, according to the City's agreement with Tinsley Mill, Council had to approve the withdrawal from the grant.

McMullen said there was an agreement between the City and Tinsley Mill for the grant. The City, not Tinsley Mill, had accepted the grant. Based on the recommendation from the Tinsley Mill HOA, staff was asking Council to cancel the grant. McMullen said staff was giving information on how not doing the project would affect Flat Creek Villas. Plunkett said the City could not do the project without Tinsley Mill's funding; there was not a choice. Haddix said staff was now trying figure out a stormwater solution for Flat Creek Villas. McMullen said the Flat Creek Villas project could be done once the City received the easements.

Dan Masrey, a Tinsley Mill resident, said he represented the HOA board. Their decision was based purely on economics. It was hard to walk away from the project, but there was no financial contribution from any where else. They had hoped the City would help them keep the grant or do a more streamlined project, but that did not sound feasible. The entire financial burden, except for the $78,000 for the easements, would be carried by their residents. The risk of the financial burden on their residents was too high. There were units in foreclosure, as well as units that had not paid the assessment. They felt they were bearing the burden of all the development created above their area. The City needed to take a closer look at what it was walking away from.

McMullen said the only way the City could do the project was if Tinsley Mill would make the decision to provide stormwater easements necessary to construct the project and for Council to accept the easements. The City would then pick up all the liability for future flooding. This was not the only area where there were problems. Staff did not recommend Council accept such easements if they were offered.

Meeker said that there were other areas with private streets where the City did not have stormwater maintenance responsibility. From a policy standpoint, it would set a precedent.

Bob Dalberg said that Tinsley Mill had always flooded, but rarely. Now it flooded yearly. There had not been any impact studies done for other neighborhoods. He asked Council to realize what progress had done to their area. He paid $39 a year for stormwater maintenance, but he got nothing from that.

Helen Pearce said she owned a unit in Tinsley Mill, but had not been kept up-to-date about what was going on with the project. They had received no notification until June about any HOA meetings, and she was out of the country. She had discovered that one of the ramifications of cancelling the grant was that the City would not get any more grants for flood control. She felt there was not enough information to cancel the grant at this meeting. Flat Creek had some of the same issues, and the City would need easements from Tinsley Mill for the Flat Creek project.

Ben Rodriquez, the Flat Creek Villa HOA president, asked the Tinsley Mill residents to get together to discuss the projects. The flooding continued to get worse, and the City had done less each year. He asked where the $35,000 had been spent for Flat Creek Villas. There had to be another way to do it without spending $1 million.

Masrey said Tinsley Mill wanted to do the project. They had not been able to collect the money because of the financial situations of the homeowners, making it difficult to come up with the funding. He suggested a special assessment on the entire City. All the water went into Lake Peachtree.

Paul Lentz said the assessment was the equivalent of 10 years of flood insurance, but the project might reduce the risk of flooding for some units, but would not eliminate the risk. The proposal required Tinsley Mill to be responsible for cost overruns, which would be writing a blank check. It also required Tinsley Mill homeowners to give up land and the tennis courts. The proposal was unreasonable and risky. He asked Council to abandon the project.

McMullen said scaling back the project was not an option. The project had to fulfill the requirements of a 100-year storm, and it was also a grant requirement. It got back to the issue of the City improving private property. McMullen said the City probably would not get another grant for Tinsley Mill.

Plunkett asked if there was deadline for withdrawal. McMullen said staff met a representative from GEMA several months ago. The City was behind schedule now. Borkowski said the performance period of the grant was in September, which meant it should have been permitted by September.

At 10:55 p.m., Plunkett moved to extend the meeting past 11:00 p.m. Sturbaum seconded. The motion carried unanimously.

Plunkett asked if Tinsley had to have the entire grant match by September or by the time the project was completed. Borkowski said he would have to request an extension by the end of September.

Logsdon asked the Tinsley Mill homeowners attending the meeting if there was any chance at all they could come up with $104,000. The consensus was they could not. Sturbaum asked if they could do it in two weeks. McMullen said they already had the two weeks. Masrey reiterated that the residents felt they were responsible for a project that would benefit the entire City.

Much of the conversation from the audience was inaudible.

Plunkett moved to cancel the Tinsley Mill grant contract. Haddix seconded. The motion carried unanimously.

07-09-08 Consider Reduction in Force for Kedron Fieldhouse and Aquatic Center
Sturbaum moved to approve the reduction in force for Kedron Fieldhouse and Aquatic Center [Leisure Program Coordinator-Fieldhouse (one full-time position), Customer Service Representative I (one part-time position - currently vacant), Maintenance Technician II (one

part-time position), and Maintenance Technician III (one part-time position)]. Boone seconded. The motion carried unanimously.

07-09-09 Consider Bid – Lakeside Subdivision Drainage Improvement
Stormwater Manager Mark Caspar noted this was one of the bond projects. Sturbaum moved to approve the Lakeside Subdivision drainage improvement as submitted (Ronny D. Jones Enterprise Inc. – $363,964.22). Boone seconded. The motion carried unanimously.

07-09-10 Consider Bid – Willowbend Road Culvert Replacement
Plunkett moved to approve the Willowbend Road culvert replacement (Brent Scarbrough & Co., Inc. – $214,496) with understanding that the work would begin on September 27. Boone seconded.

Margie Yingling of First Baptist Church asked how the road closure would affect congestion on SR 54 on Sunday mornings. An officer did help with one area. She said the two churches would need another officer to help with the congestions. Police Chief H.C. "Skip" Clark said that would be doable.

The motion carried unanimously.

07-09-11 Consider Modification to PCTA Lease and Hotel/Motel Tax Agreement
Logsdon noted there was an additional document on the dais – the staff memo with the lease and hotel/motel tax agreement. Boone moved to approve the modification to the PCTA lease and hotel/motel tax agreement. Haddix seconded. The motion carried unanimously.

07-09-12 Consider Reclassification of Position – Planning Assistant to Planner/Economic Development Coordinator
Sturbaum moved to approve the reclassification of the Planning Assistant to Planner/Economic Development Coordinator (effective October 1, 2009). Haddix seconded. The motion carried unanimously.

07-09-13 Consider Battery Park Spillway Repairs
Haddix moved to approve the Battery Park spillway repairs (Engineered Restoration Inc. – $19,800). Sturbaum seconded. The motion carried unanimously.

07-09-14 Consider Resolution in Support of Fayette County Board of Commissioners Putting SPLOST on November Ballot
Boone move to approve the resolution in support of the Fayette County Board of Commissioners putting SPLOST on the November ballot. Sturbaum seconded. The motion carried unanimously.

<u>**Council/Staff Topics**</u>
Update on Developmental Services Changes – 90-day Follow-up Regarding Service Levels
Due to the time, McMullen said he would have the update sent to Council via e-mail.

Boone moved to convene in executive session for real estate, threatened or pending litigation, and personnel at 11:05 p.m. Haddix seconded. The motion carried unanimously.

Plunkett moved to reconvene in regular session at 11:17 p.m. Sturbaum seconded. The motion carried unanimously.

Plunkett moved to approve an amendment to the Land Swap Agreement with Fayette County to give the County a first right of refusal on the property that was being conveyed to the City to provide that, in the event that the City no longer used the property for governmental purposes, Fayette County should have the first right of refusal to re-acquire the property. Sturbaum seconded. The motion carried unanimously.

There being no further business to discuss, Boone moved to adjourn the meeting. Haddix seconded. The motion carried unanimously. The meeting adjourned at 11:18 p.m.

Pamela Dufresne, Deputy City Clerk	Harold K. Logsdon, Mayor

City Council of Peachtree City
EXECUTIVE SESSION
Minutes of Meeting
July 16, 2009

Mayor Harold Logsdon called the executive session to order immediately following the regular meeting on Thursday, July 16, 2009. Council Members present were: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum. City Manager Bernard McMullen and City Attorney Ted Meeker were also present.

Meeker reported that the County Attorney had contacted him regarding a change to the land swap agreement. The County Commissioners also wanted to have the right of first refusal on the Kelly Drive property. Meeker said that was the same right the City had for the property located next to the Animal Shelter. Council agreed that change was acceptable and Meeker recommended that Council make a motion to do so when back in regular session.

Plunkett moved to reconvene in regular session at 11:17 p.m. Sturbaum seconded. The motion carried unanimously.

______________________________ ______________________________

Pamela Dufresne, Deputy City Clerk   Harold K. Logsdon, Mayor

2009 City Event Calendar

July	August	September
	TBA – Three Public Hearings for Millage Rate, Adoption of Millage Rate 8/6 – City Council Meeting, 7 pm 8/7 - Glenn Miller Orchestra @ The Fred 8/14 & 15 – Hippiefest @ The Fred 8/20 – City Council Meeting, 7 pm 8/21 & 22 – Peter Cetera @ The Fred 8/29 – Kidz Fest 8/29 – 9/4 Municipal Election Qualifying	9/1 –Council Workshop (Tentative), 6:30 9/3 – City Council Meeting, 7 pm 9/7 – Labor Day, City Offices Closed 9/11 – Amy Grant @ The Fred 9/17 – City Council Meeting, 7 pm 9/18, 19, 25, & 26 – Twilight Theater @ The Fred – *Annie Get Your Gun* 9/19 & 20 – Shakerag Arts & Crafts Festival 9/25 – 50th Anniversary Event 9/26 & 27 – International Festival & Dragonboat Races

October	November	December
10/1 – City Council Meeting, 7 pm 10/6 – Council Workshop (Tentative), 6:30 **10/10 & 11 – Great Georgia Air Show** 10/15 – City Council Meeting, 7 pm 10/17 – PTC Classic Road Race 10/24 – Not So Frightful Halloween @ The Fred 10/31 - Halloween	11/3 – Municipal Election, 7 - 7 – Council Workshop (Tentative), 6:30 11/5 – City Council Meeting, 7 pm 11/19 – City Council Meeting, 7 pm 11/26 & 27 – Thanksgiving Holiday, City Offices Closed	12/1 – Election Run-Off (if needed) –Council Workshop (Tentative), 6:30 12/3 – City Council Meeting, 7 pm 12/5 – Hometown Holiday @ The Fred 12/17 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City Offices Closed

2010 City Event Calendar

January	February	March
1/1 – New Year's Day, City Offices Closed 1/5 – Council Workshop (Tentative), 6:30 1/7 – City Council Meeting, 7 pm 1/18 – MLK Holiday, City Offices Closed 1/21 – City Council Meeting, 7 pm	2/2 – Council Workshop (Tentative), 6:30 2/4 – City Council Meeting, 7 pm 2/18 – City Council Meeting, 7 pm	3/2 – Council Workshop (Tentative), 6:30 3/4 – City Council Meeting, 7 pm 3/18 – City Council Meeting, 7 pm

April	May	June
4/1 – City Council Meeting, 7 pm 4/6 – Council Workshop (Tentative), 6:30 4/15 – City Council Meeting, 7 pm	5/4 – Council Workshop (Tentative), 6:30 5/6 – City Council Meeting, 7 pm 5/20 – City Council Meeting, 7 pm 5/31 – Memorial Day (City Offices Closed)	6/1 – Council Workshop (Tentative), 6:30 6/3 – City Council Meeting, 7 pm 6/17 – City Council Meeting, 7 pm

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

Updated 7/28/09

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: ***June 2009***

	May-09	June-09	FY 2009 YTD	FY 2008 YTD
Human Resources				
Workers Compensation Claims Filed	3	**1**	**19**	19
City Vehicle / Equipment Accidents	1	**3**	**14**	8
Employee Turnover Rate ***		**0.42%**	**2.10%**	4.10%
Lawsuit Legal Fees	$12,778.51	**$968.00**	**$51,812.26**	$71,572.07

**** The FY 2008 figure is for the full year. Of the 12 terminations in FY 2008, 2 were retirements. Of the 5 terminations year-to-date in FY 2009, 3 have been retirements*

Municipal Court

	May-09	June-09	FY 2009 YTD	FY 2008 YTD
Fines Collected	$141,746.16	**$108,851.34**	**$1,194,246.50**	$1,097,383.08
Online Transactions	145	**142**	**1,222**	1,490
Citations Closed	620	**364**	**3,546**	5,184
Jail Fund Balance	-$4,961.54	**-$15,184.46**	**$140,820.23**	$140,650.92

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

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

Public Information

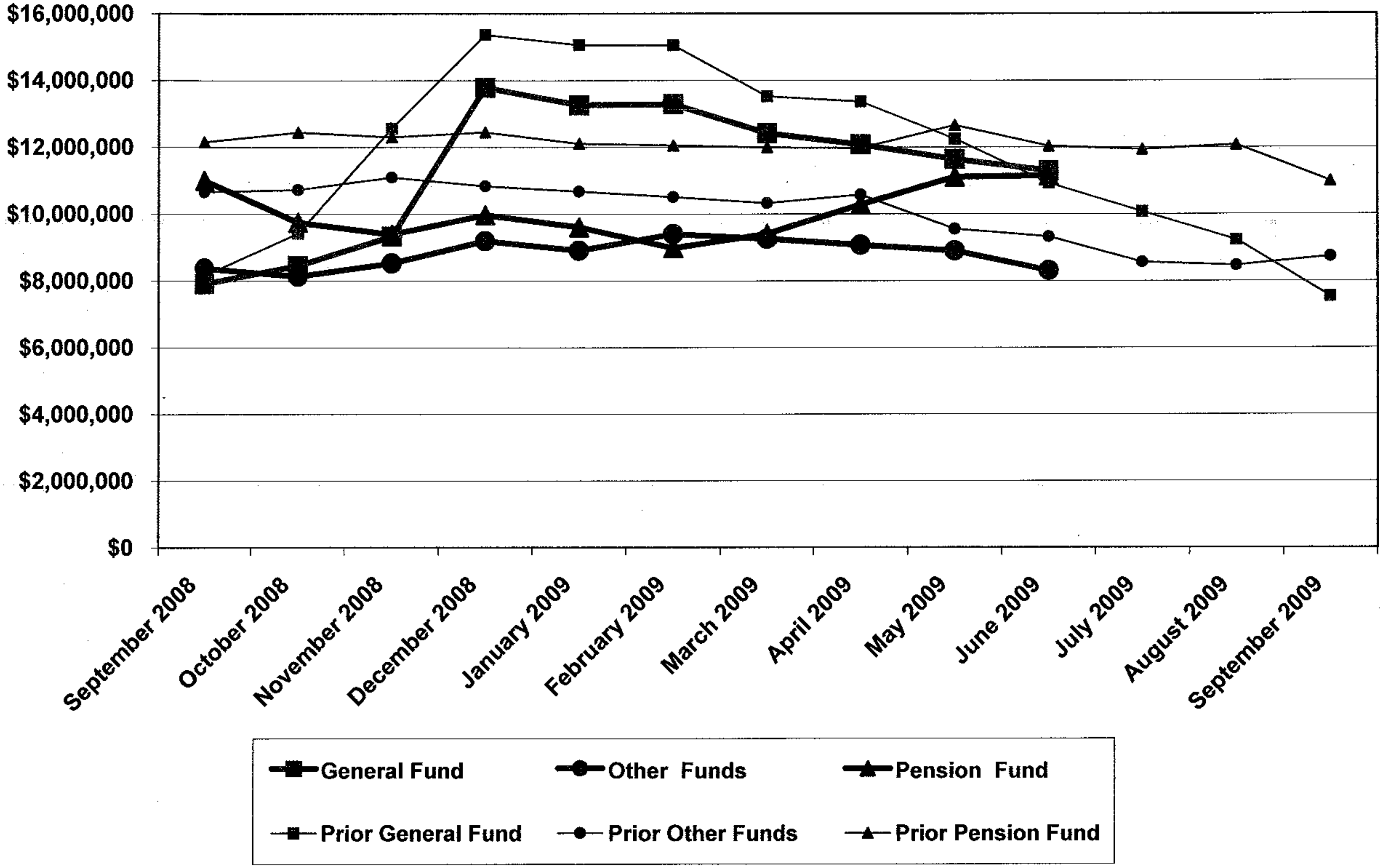
	May-09	June-09	FY 2009 YTD	FY 2008 YTD
New Businesses Registered	30	**15**	**171**	188
Public Contacts, Questions & Complaints	81	**70**	**653**	614

This includes 3 complaints against Comcast Cable Company, 1 garbage company complaint, and 3 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2009

	May-09	Jun-09	Fiscal Y-T-D 2009	Fiscal Y-T-D 2008
DEVELOPMENT PERMITS:	5	8	34	46
BUILDING PERMITS:				
Single Family Residential	1	6	21	32
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	46	33	308	418
Commercial/Industrial	5	7	89	123
TOTAL INSPECTIONS:	289	277	2,964	3,746
CERTIFICATE OF OCCUPANCY:				
Residential	4	4	39	43
Commercial	8	10	50	43
Multi-Family Residential	0	0	151	0
CODE ENFORCEMENT:				
Sign Violations	105	98	1,094	972
New Rehab	2	3	45	54
Rehab Inspections	6	10	76	95
Tree Removal Permits	109	86	642	772
Notice of Violations - Construction	0	0	6	27
Notice of Violations-Non-Construction	333	302	1,677	1,643
Stop Work Orders	3	1	19	33
Compliance Inspections	499	453	2,516	2,756
Founded Complaints	20	13	133	111
Unfounded Complaints	11	6	71	66
Assessments	2	0	31	187
Water Ban Violations	2	1	13	98
Citations	3	5	44	39
Architect Review Board Permit Approval	35	29	259	321
PERMIT FEES COLLECTED:	22,850	26,080	360,254	340,853
POPULATION: Based on 2.09 persons per new completed dwelling unit.	36,675	36,683	36,683	36,343

CITY OF PEACHTREE CITY
FISCAL YEAR 2009 (with prior year comparison)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED JUNE 30, 2009

PERCENTAGE OF BUDGET YEAR COMPLETED 75.0%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 9,865,605	$ 9,480,720	$ (384,885)	96.10%
Franchise Taxes	2,395,859	2,152,522	(243,337)	89.84%
Local Option Sales Tax	6,324,351	4,854,108	(1,470,243)	76.75%
Other Sales & Use Taxes	691,266	514,474	(176,792)	74.42%
Business Taxes	2,282,903	2,219,960	(62,943)	97.24%
Licenses & Permits	809,749	686,668	(123,081)	84.80%
Intergovernmental/Grants	199,000	119,211	(79,789)	59.91%
Charges for Services - Other	772,691	592,050	(180,641)	76.62%
EMS Billings	306,710	392,149	85,439	127.86%
Fines & Forfeitures	1,043,670	838,850	(204,820)	80.38%
Investment Income	372,620	64,061	(308,559)	17.19%
Other Revenue	13,766	15,835	2,069	115.03%
Other Financing Sources	1,021,177	773,331	(247,846)	75.73%
Total General Fund Revenues	**$ 26,099,367**	**$ 22,703,939**	**$ (3,395,428)**	**86.99%**
Surplus Carryover	132,083	-	(132,083)	0.00%
Total General Fund	**$ 26,231,450**	**$ 22,703,939**	**$ (3,527,511)**	**86.55%**

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 454,356	$ 300,448	153,908	66.13%
Administrative Services	1,033,936	730,584	303,352	70.66%
Financial Services	1,079,103	782,479	296,624	72.51%
Police Services	6,260,593	4,359,884	1,900,709	69.64%
Fire/EMS Services	5,821,388	4,239,859	1,581,529	72.83%
Public Works	3,858,835	2,785,737	1,073,098	72.19%
Leisure Services	4,736,909	3,236,436	1,500,473	68.32%
Developmental Services	1,335,173	955,112	380,061	71.53%
Non-Divisional:				
Council Contingency	41,900	-	41,900	0.00%
Non-Profit Organizations	28,100	28,002	98	99.65%
Transfer to Development Authority	35,000	35,000	-	100.00%
Development Authority Debt Service	140,297	140,353	(56)	100.04%
Transfers to Other Funds	1,755,620	1,215,250	540,370	69.22%
Liability Insurance	99,310	92,363	6,947	93.00%
Legal Services	125,675	51,812	73,863	41.23%
General Administration/Bad Debt Expense	61,771	3,711	58,060	6.01%
Budgeted Savings	(636,516)	-	(636,516)	0.00%
Total General Fund	**$ 26,231,450**	**$ 18,957,030**	**$ 7,274,420**	**72.27%**

HOTEL/MOTEL FUND REVENUES

Description	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	**$ 967,621**	**$ 563,009**	**$ (404,612)**	**58.18%**

HOTEL/MOTEL TRANSFERS OUT

Type	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 322,540	$ 187,670	$ 134,870	58.19%
Transfer to Tourism Association	645,081	375,339	269,742	58.18%
Total Hotel/Motel Transfers Out	**$ 967,621**	**$ 563,009**	**$ 404,612**	**58.18%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF JUNE 30, 2009

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER
JUNE 2009

Description	Vendor	Award	Date
None			

PURCHASING REPORT
FOR MONTH ENDED JUNE 30, 2009 AND JUNE 30, 2008

Activity	Fiscal Year 2009	Fiscal Year 2008
Purchase Orders / Requisitions Processed	279	245
City Store Requisitions Processed	10	9
Sealed Bids Requested	6	2
Requests for Proposals	0	1
Bids Awarded	0	2
Requests for Proposals Awarded	1	0
Contracts Prepared	1	2
Electronic Auction	0	0
Fixed Assets Purchased	1	11

City of Peachtree City
Information Technology Statistics
June 2009
(as of 7/30/2009)

Goals and Objectives Summary (Statistically-based):

Goal 1: Minimize down-time for all critical servers.

Objective 1: Ensure maximum 5% downtime annually (438 hours out of 8,760 available hours) for primary application, file and email servers

Reported hours of downtime in June 2009 – 18.0 hours (97.5% uptime, 2.50% downtime)
Reported hours of downtime in FY2009 – 20.17 hours (99.69% uptime, 0.31% downtime)
Reported hours of downtime in FY2008 - 85 hours (99.03% uptime, 0.07% downtime)

Goal 2: Improve first call resolution for technical support issues.

Objective 1: Ensure first call resolution 90% of the time within 1 hour for "emergency" issues, 4 hours for "important" issues, and 12 hours for "normal" issues.

Period	Total Number of Issues	Number of Issues Resolved	%	Number of "Emergency" Issues	Number of "Emergency" Issues Resolved in 1 hour	%	Number of "Important" Issues	Number of "Important" Issues Resolved in 4 hours	%	Number of "Normal" Issues	Number of "Normal" Issues Resolved in 12 hours	%
June 2009	123	118	95.93%	1	0	0.00%	2	2	100.00%	120	107	89.2%
FY2009	1000	967	96.70%	1	0	0.00%	25	24	96.00%	953	858	90.03%
FY2008	1302	1254	96.31%	3	1	33.33%	12	11	91.67%	1239	1105	89.2%

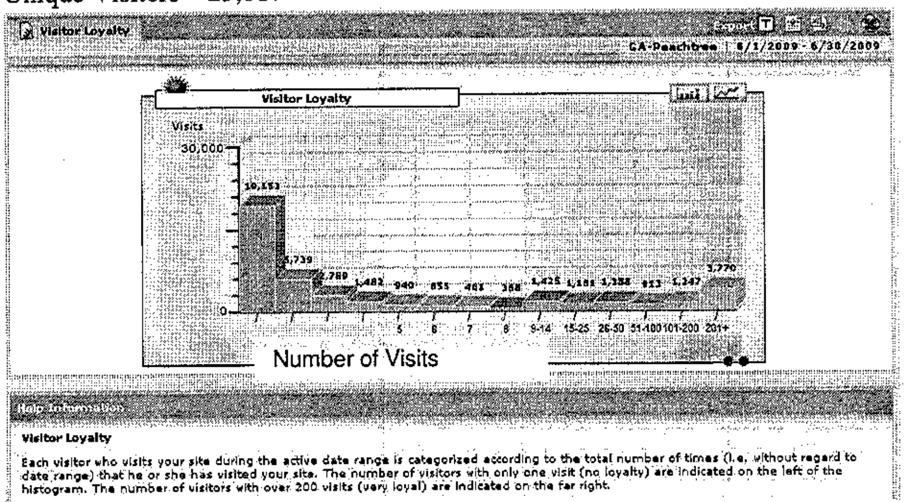
Website Statistics for www.peachtree-city.org

The City's web hosting provider changed statistic reporting systems to Google Urchin in June 2009, leading to incomplete data for the overall year. As the method used to track visitors and top pages has changed, showing YTD will not be accurate. We will continue to show monthly statistics until a full year has been tracked in Urchin to provide YTD trends.

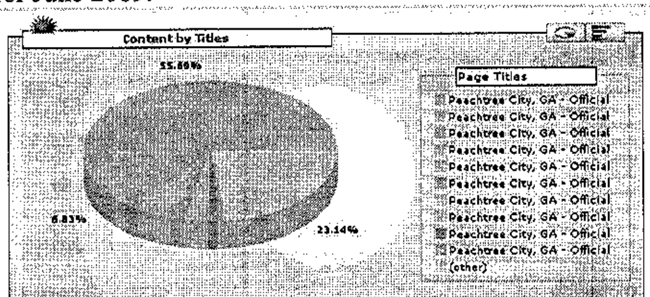
Visits

A visit is defined as a series of actions that begins when a visitor views their first page from the server, and ends when the visitor leaves the site or remains idle beyond the idle-time limit. The default idle-time limit is thirty minutes.

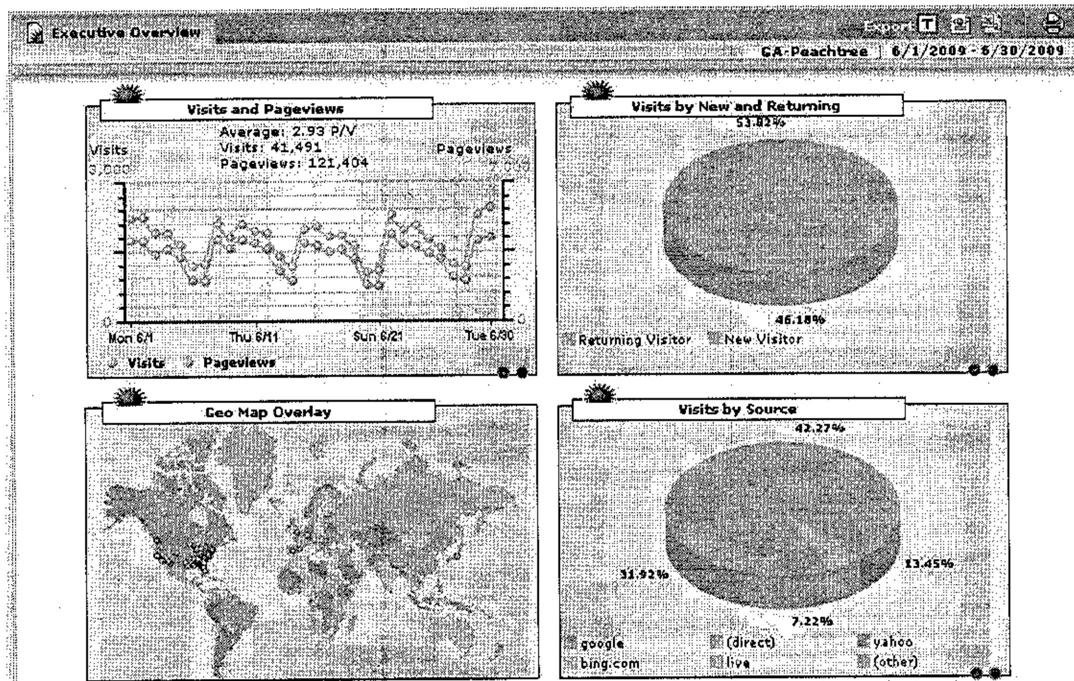
Total Number of Website Visits in June 2009 – 41,491
Unique Visitors – 23,617



Top Pages for June 2009:



	Page Titles	Visits	Pageviews	Avg Time	% Exit
1.	Peachtree City, GA - Official Website	34,265	57,732	00:01:00	30.59%
2.	Peachtree City, GA - Official Website - Online Resources	4,199	5,471	00:05:44	76.13%
3.	Peachtree City, GA - Official Website - Police	1,574	2,260	00:00:51	60.53%
4.	Peachtree City, GA - Official Website - Library	1,544	3,115	00:01:03	46.90%
5.	Peachtree City, GA - Official Website - Kedron Fieldhouse and Aqu	1,308	2,806	00:01:41	43.23%
6.	Peachtree City, GA - Official Website - Peachtree City Tennis Cente	1,214	2,124	00:00:52	53.63%
7.	Peachtree City, GA - Official Website - Parks and Recreation	1,006	2,674	00:00:59	24.01%
8.	Peachtree City, GA - Official Website - Street and Path Map	863	1,695	00:01:50	46.90%
9.	Peachtree City, GA - Official Website - Airport Authority	699	1,619	00:00:53	32.74%
10.	Peachtree City, GA - Official Website - PINES Catalog	616	789	00:02:58	76.93%
	Totals:	61,523	121,404	00:01:08	34.18%



Help Information

Executive Overview

The four graphics in this report provide a quick snapshot of visits to your site. Shown are:

- the total number of visits and pageviews your site received, the average number of pageviews per visit (P/V), and the number of visits and pageviews over time
- the number of first-time visitors and returning visitors
- the cities from which the most visitors come to your site
- your top referral sources. Examples of referral sources include search engines, newsletters, and referring websites. (direct) indicates visitors who entered your website by typing your URL directly into their browser.

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
JUNE 2009

POLICE

Kenneth & Marsha Sikes	Vest Fund	$350.00

LEISURE SERVICES DEPARTMENT

Frank W. Cawood & Associates	Youth Council	$250.00
SANY	50th VIP Founder Reception	2,000.00
Talbot State Bank		150.00
Tim & Cyndi Plunkett		150.00
Partners II Pizza		150.00
Fitzgerald & Sons Plumbing		150.00
Ted Meeker		200.00
PTC Obstetrics & Gynecology		300.00
Vassey Dental Partners		150.00
SouthEast Link		150.00
Kiwanis of PTC		150.00
Canongate Golf Clubs		150.00
Today in PTC		1,890.00
NCR		150.00
TOTAL MONTH OF MAY 2009		$6,340.00

PEACHTREE CITY FIRE/EMS DEPARTMENT
2009 MONTHLY REPORT

	May. 09	Jun. 09	2009 FY-T-D	2008 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	4	3	21	22
Actual Business/Industrial Fires	2	0	9	9
Rescue/EMS Assist	173	151	1323	1322
Vehicle/Golfcart Accidents	19	18	172	160
False Alarms	30	24	199	207
[1]Other	33	17	250	256
Total Engine Response	261	213	1974	1976
Dispatched Fire Calls	69	44	487	501
Response Time Fire	5:10	5:59	5:00	5:00
RESCUE/EMS				
Trauma	37	33	288	263
Medical	146	145	1209	1205
Total # Patients	183	178	1497	1468
Patients Transported	93	91	759	693
Dispatched EMS Calls	191	168	1490	1478
[2]Total Medic Response	233	183	1793	1836
Response Time EMS	4:41	4:16	4:33	4:39
Dispatched Fire/EMS Total	260	212	1977	1979
EMS BILLING				
Patients Billed	93	87	750	685

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

[2]Includes Fire Assist Responses

PEACHTREE CITY POLICE DEPARTMENT
2009 MONTHLY REPORT

	MAY 2009	JUNE 2009	2009 Calendar Year to Date	2008 Calendar Year to Date
PART I CRIMES				
Criminal Homicide	0	0	0	0
Forcible Rape	1	1	4	0
Robbery	1	0	3	4
Aggravated Assault	1	0	5	4
Arson	0	0	0	0
Motor Vehicle Theft	12	10	38	50
Theft	49	40	263	176
Burglary	3	5	27	30
TOTAL PART I CRIMES	**67**	**56**	**340**	**264**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	29	11	103	92
DUI – ADULT	29	10	93	85
DUI – UNDERAGE	0	1	10	7
MINOR IN POSSESSION OF ALCOHOL	8	29	62	45
DRUG ARRESTS:				
MARIJUANA	8	1	55	36
METHAMPHEDIMINE	1	0	3	1
COCAINE	0	0	3	5
OTHER (opium, heroin, etc)	1	0	1	2
ARRESTS				
PROPERTY CRIMES	15	24	117	91
PERSON CRIMES	9	11	57	25
CITY ORDINANCES	41	42	215	180
TRAFFIC OFFENSES	43	24	241	232
OTHER	51	42	232	212
AVERAGE RESPONSE TIME	7.56	7.35	7.05	6.04
CALLS ANSWERED	**5,072**	**5,095**	**29,289**	**32,136**

TRAFFIC				
CITATIONS ISSUED	508	426	3,077	3,340
WARNINGS	462	415	3,175	4,020
ACCIDENTS	80	84	516	579

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / PLANTERRA WAY	5
HWY 54 / HUDDLESTON RD	5
HWY 54 / PEACHTREE PARKWAY	4
HWY 54 / HWY 74	3
HWY 74 / ROCKAWAY ROAD	2

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	27
HWY 54 / PEACHTREE PARKWAY	18
HWY 74 / ROCKAWAY ROAD	14
HWY 54 / PLANTERRA WAY	14
HWY 54 / HUDDLESTON RD	13

PUBLIC SERVICES MONTHLY REPORT
JUNE 2009

Activity Description	Unit	June-09	FY2009 YTD	FY2008 YTD
Street Patching	Hrs.	404	1,283	1,228
Street Crack Sealing	Hrs.	0	390	289
Street Crack Sealing	Mi.	0	2.07	2.65
Street General Miantenance	Hrs.	571	3,753	3,637
Storm Water Maintenance	Hrs.	389	3,942	4,469
Cart Path Paving	Ft.	3,569	12,543	29,024
Cart Path Prepped for Paving	Ft.	196	~~	~~
Cart Path Litter Removal	Hrs.	105	1,248	1,036
Cart Path Drainage Maintenance	Hrs.	20	1,449	544
Cart Path General Maintenance	Hrs.	814	5,058	4,248
Subdivision Sign Maintenance	Hrs.	63	257	350
Traffic Sign Maintenance	Hrs.	111	1,266	991
Vandalism Repairs	Hrs.	29	223	422
Vandalism Repairs	Dls.	$1,073	$5,447	$10,639
Citizen Complaints Answered	Num.	160	995	616
Community Service	Hrs.	118	364	234
RECYCLING SITE				
Manhours	Hrs.	52	1,029	1,099
Participants:				
Recycling	Num.	907	4,215	2,660
Composting	Num.	906	9,482	9,582
Mulch Pick UP	Num.	41	287	434
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	62.75		

COMMISSION/AUTHORITY ATTENDANCE RECORD

PTC Water & Sewerage Authority
Board name

Jun-09
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Wade Williams *01/01/2007*	12	12	12	0	0	**100%**
Tim Meredith *01/01/2008*	12	12	12	0	0	**100%**
Jeff Prellberg *01/01/2006*	12	12	10	2	07/07/2008 08/04/2008	**83%**
Phil Mahler *10/19/2007*	12	12	12	0	0	**100%**
Michael Harman *01/01/2009*	12	6	4	2	02/02/2009 04/02/2009	**67%**

COMMISSION/AUTHORITY ATTENDANCE RECORD

Peachtree City Tourism Association

Board name

as of June 2009

Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
William Bexley *12/31/2010*	11*	11	9	2	08/08/2008 06/16/2009	82%
Kai Wolter *12/31/2010*	11*	11	11	0		100%
David Ring *Until no Longer Rec Comm Chairman*	11*	11	9	2	03/25/2009 05/27/2009	82%
Stanley Phillips *12/31/2009*	11*	11	8	3	7/26/2008 9/16/2008 12/17/2008	73%
Eva Durham *8/2/2009 (filling Chuck Micallef's unexpired term)*	11*	8	6	2	02/25/2009 06/16/2009	75%
Veronica Ross *8/2/2009 (filling Art Ferriera's unexpired term)*	11*	8	7	1	01/21/2009	88%
Mayor Harold Logsdon *12/31/2009*	11*	6	5	1	04/15/2009	83%

*** The October 2008 meeting was cancelled due to lack of quorom and agenda per the Chairman**

Updated by: Jeremy Hogan
as of: May 22, 2009

COMMISSION/AUTHORITY ATTENDANCE RECORD

Planning Commission
Board name

June 2009
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples *10/01/2006*	18	18	15	3	7/14/08, 10/13/08, 11/10/08	**83%**
Theo Scott *10/01/2004*	18	18	18	0		**100%**
Larry Sussberg *10/01/2008*	10	10	8	2	11/24/2008, 5/11/09	**80%**
Joe Frazar *10/17/2008*	10	10	9	1	12/08/08	**90%**
Lynda Wojcik *02/23/2009*	5	5	5	0		**100%**

COMMISSION/AUTHORITY ATTENDANCE RECORD

RECREATION COMMISSION

June 15, 2009

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Mark Ballard *01-Jan-08*	9	9	8	1	09/15/2008	**89%**
Eric Imker *01-Jan-09*	9	5	4	1	05/18/2009	**80%**
Vince Obsitnik *01-Jan-08*	9	9	9	0		**100%**
David Ring *01-Jan-07*	9	9	8	1	04/20/2009	**89%**
Shayne Robinson *01-Jan-09*	9	5	5	0		**100%**
Michael LeDonne *Alternate* *01-Jan-09*	9	5	1	4	1/16/09 4/20/09 5/18/09 6/15/09	**20%**
Cyndi Plunkett *Council Liaison* *01-Jan-09*	9	5	4	1	02/16/2009	**80%**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Administrative Services Director

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

DATE: **July 30, 2009**

SUBJECT: **Consider Residential Curbside Sanitation Franchise Agreements**
August 6, 2009, City Council Meeting

Recommendation:

That Council approve standard franchise agreements, the standard addendum, and the proposed phased franchise fee implementation for the following companies:

CLM Sanitation
Cardinal Sanitation
Georgia Waste Systems, Inc., DBA Waste Management of Atlanta
Republic Services DBA business as Allied Waste, United Waste, Robertson, All South Robertson, and BFI
Waste Industries

Discussion:

On April 16, Council approved changes to the Health and Sanitation Ordinance requiring all residential curbside solid waste providers to enter into a standard, non-exclusive franchise with the City of Peachtree City. The ordinance, which includes the requirement to provide curbside recycling service as part of the base price of service, goes into effect August 14.

On June 18, Council approved an amendment to the ordinance establishing a $1.00 per customer per quarter franchise fee for residential garbage companies. The Franchise agreement stipulates that any such fee the City imposes will be paid quarterly, within 45 days following the close of the calendar quarter. The effective date of the franchise fee was established to coincide with the activation of the new franchise agreements, August 14. Franchise Fees will be held by the City to pay for expenses incurred by Keep Peachtree City Beautiful in fulfillment of the City's intergovernmental agreement for service with that agency.

In discussing the agreement with the applicants, staff has learned that they have multiple billing cycles within each service area to accommodate varying sign-up dates for service. A single neighborhood may have some residents billed in August for September through November service, others billed in September for October through November service, and the remaining residents billed in October for November through January service. Rather than requiring all the companies to send out additional billings for the franchise fee (which in some cases would need to be pro-rated to cover partially completed quarters), staff believes the franchise fee should be added to the next regular bill (beginning with the September billing). Franchise fees would then be forwarded to the City based on collections during the calendar quarter, so all franchise fees collected by September 30 would constitute the third quarter payment due to the City by November 15. All fees collected in October, November, and December would constitute the fourth quarter payment due by February 15.

Attached is a copy of the standard non-exclusive franchise agreement Council approved in April. The companies above have indicated they will be submitting applications and completed agreements by August 5 for Council consideration. The applications for each company will be forwarded prior to the August 6 meeting for your review.

One of the providers requested an addendum, also attached, to provide for some standard definitions and for modifying the language to address possible changes in the list of items for recycling. The City Attorney has reviewed the language, and staff is asking Council to approve the addendum for all franchisees to maintain consistency in the agreements.

Budget Impact:

This item should have no additional budget impact and merely finalizes the process for implementing the $1 per customer quarterly franchise fee and intergovernmental agreement with Keep Peachtree City Beautiful approved in June.

SOLID WASTE COLLECTION AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT (the "Agreement") made and entered into on this _____day of ________________, _________, by and between the City of Peachtree City (hereinafter referred to as "City"), a municipal corporation of the State of Georgia, and ____ (hereinafter referred to as "Franchisee").

WITNESSETH:

WHEREAS, the CITY is desirous of ensuring residential garbage collection and residential collection of co-mingled recyclable materials at the curb within the corporate limits of Peachtree City; and

WHEREAS, FRANCHISEE desires to provide Residential Solid Waste Collection, Transportation and Disposal Services within the corporate limits of Peachtree City utilizing the publicly owned streets and rights-of-way;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Grant of Authority

1.1 The CITY hereby grants to the FRANCHISEE a nonexclusive Franchise authorizing the Company to provide curbside residential sanitation and recycling service along, upon, across, above, or over the Public Ways within the Franchise Area,

2. Service

2.1 The services to be provided by FRANCHISEE hereunder shall be curbside collection of all household garbage, recycling, and yard trimmings generated by residential customers in the Service Area. FRANCHISEE may also offer curbside collection of bulky waste and other services as deemed viable to the FRANCHISEE. The day of pickup shall be predetermined and the collection of household garbage and recycling shall occur a minimum of once weekly, with the frequency of collection for additional services to be determined by the FRANCHISEE.

3. Residential Waste, Recycling, and Yard Debris Collection Services

3.1 Commencing on the Effective Date, FRANCHISEE shall collect and dispose of in a workmanlike manner Residential Refuse and Recycling placed at curbside at each subscribing Residential Unit located within the Service Area at a minimum of once weekly. All Residential Refuse placed in carts must be bagged. Recycling will be comingled in a separate container. FRANCHISEE will provide one rolling cart to each subscribing Residential location and one recycling container, upon request of the customer. The first refuse cart and recycling container for each subscribing Residential location shall be free of charge. If the Resident requests an additional cart or container, FRANCHISEE will provide additional carts at the FRANCHISEE's published rate.

3.2 FRANCHISEE shall collect and dispose of in a workmanlike manner Yard Debris from each Residential Unit subscribing to this additional service. FRANCHISEE shall notify subscribers of requirements, additional costs, and frequency relating to Yard Debris collection as established by the FRANCHISEE.

3.3 All waste, recycling, and yard debris for collection shall be placed at the curb by 7:00 a.m. on the designated collection day.

4. Operations

4.1 Hours of Operations: Collection Services shall not start before 7:00 a.m. or continue past 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and FRANCHISEE, or when it is reasonably determined by FRANCHISEE that an exception is necessary in order to complete-collection on an existing collection route due to unusual circumstances.

4.2 Access to Service. FRANCHISEE shall comply at all times with all applicable Federal, State and local laws and regulations relating to nondiscrimination. Company shall not deny or discriminate against any group of actual or potential Subscribers in city on access to or the rates, terms and conditions of Services because of the income level or other demographics of the local area in which such group may be located.

4.3 Municipal Contact. FRANCHISEE shall provide a separate phone number and management level person at Company for CITY staff to contact on customer service related matters and in case of emergency. Such person and number shall be for the use of the CITY and not for the general public.

4.4 Failure of customer to pay. In the event a customer fails to pay for quarterly service or payment is more than 15 days past the due date, Company shall notify the CITY Code Enforcement Department upon discontinuation of service.

4.5 Property Damage - private. If a customer reports damages to private property due to the acts or omissions of FRANCHISEE, FRANCHISEE will investigate the report of damages and the dispute shall be resolved within 2 months of the complaint being filed, either through FRANCHISEE implementing repairs or reimbursing customer for repairs.

4.6 Property Damage – public. If FRANCHISEE has an accident that results in damages to public property, FRANCHISEE shall begin corrective action on the date of notification, with damages resolved or reimbursed to the CITY within 2 months of the date the damage occurred.

4.6.1 Spills, liquid - FRANCHISEE shall equip all trucks with "spill kits" (absorbent material) to immediately address spills of liquids from the hydraulic system or from the compressed refuse, and shall report spills to the CITY immediately. Upon CITY evaluation of damages and notification of such to FRANCHISEE, FRANCHISEE shall begin any additional corrective action determined necessary on the date of notification. Any damages to the integrity of the asphalt will be resolved or reimbursed to the CITY within 2 months of the date the damage occurred.

4.7 Reports: The Contractor shall submit quarterly reports to the City Clerk's Office detailing the amount of refuse collected, by weight, and the recycled materials collected by weight along with the percentage of households participating in the recycling service by month.

4.8 Holidays: The FRANCHISEE may determine the observance of any holidays by suspension of collection service on the holiday. In such an event, FRANCHISEE will collect Refuse on an otherwise non-scheduled day during the calendar week in which the holiday occurs. FRANCHISEE will notify Residents in advance of changes to the collection schedule when holidays are observed by publishing on the back of customer bills and on Company website.

4.9 Collection: FRANCHISEE shall provide an adequate number of vehicles and manpower for regular collection services of all the aforementioned collectables, to meet the schedules for collection set forth herein. All vehicles and other equipment shall be kept in good repair, appearance, and in sanitary conditions at all times. All recyclable material collection vehicles must have closed tops on the load portion of the vehicle so that contents will not spill, blow out or leak therefrom. FRANCHISEE shall keep all equipment used in the performance of the work required by this contract is in good operating condition and in a clean, sanitary condition and such equipment shall be subject to inspection by the CITY at any time.

4.10 Hauling: All Refuse hauled by FRANCHISEE shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented to the best of their ability, and in accordance with CITY's ordinances or policies. Incidents of trash blowing onto public property due to failure to comply with Section 4.10 shall be classified as unlawful dumping and shall be addressed on the date of notification by the CITY.

4.11 Disposal: All Refuse collected for disposal by FRANCHISEE shall be hauled to such sanitary landfill, as FRANCHISEE shall determine (hereinafter referred to as "Disposal Site").

5. Franchise Fee

5.1 Franchise Fee. Upon adoption of an ordinance by the Mayor and Council, FRANCHISEE shall collect and pay City throughout the term of the Franchise an amount established by ordinance for all companies providing service. Such payments shall be made quarterly, and are due within forty-five (45) days after the end of each calendar quarter.

6. Compensation

6.1 City-wide Rates: FRANCHISEE will establish standard rates for the collection of residential solid waste and recycling as the base rate, and establish any rates for yard waste collection additional services as necessary.

6.2 Exclusive Rates: FRANCHISEE may, at its discretion, offer negotiated rate reductions for neighborhoods electing to utilize the service of FRANCHISEE at the exclusion of other service providers.

6.3 Contractor to Bill Subscribers: The Contractor will bill and collect fees from subscribers (individual residents). Services may be terminated by the Contractor only after fifteen (15) days of the customer's failure to pay after their due date. Contractor must immediately notify by U.S. Mail or electronic mail the Peachtree City Code Enforcement Office of the termination of service by providing the customer name, the service address, and the billing mailing address.

7. Indemnification and Insurance

7.1 Indemnification: FRANCHISEE shall indemnify, enter and defend the CITY against any claims, actions or suits including court costs and reasonable attorney's fees, arising out of the negligence or willful misconduct of FRANCHISEE in providing the services herein required or in the operation of FRANCHISEE's equipment in connection with the performance of such services.

7.2 Insurance: The FRANCHISEE shall at all times during the contract (franchise agreement) maintain in full force and effect employer's liability, workers' compensation, public liability and property damage insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the CITY and before commencement of work hereunder the FRANCHISEE agrees to furnish the CITY certificates of insurance or other evidence satisfactory to the CITY to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the contract (franchise agreement), the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Worker's Compensation	Statutory
General Liability	$500,000 CSL
Bodily Injury Liability	$1,000,000 each occurrence $1,000,000 aggregate
Property Damage Liability	$1,000,000 each occurrence $1,000,000 aggregate

In addition to the foregoing, Company shall at all time maintain an excess or umbrella policy in the amount of $1,000,000.00, which coverage shall be applicable to all coverages set forth above in this Section 9.2.

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by CITY. All policies required herein shall be written by insurance carriers with a rating of A.M. Best of at least "A-" and a financial size category of at least VII. Upon CITY's request, Contractor shall furnish CITY with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate (i) will also provide for 30 days prior written notice of cancellation to the CITY; (ii) shall show CITY as an additional insured under the Automobile and General Liability policies; and (iii) shall contain waivers of subrogation in favor of CITY (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of CITY. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of CITY herein.
- Coverage must be provided for Products/Completed Operation.
- The policy shall also contain a cross Liability/Severability of Interest provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

8. Licenses and Taxes

8.1 FRANCHISEE shall obtain all licenses and permits (other than the license and permit granted by the Agreement) and promptly pay all taxes lawfully required by the CITY and by the State of Georgia.

9. Force Majeure

9.1 If the CITY or FRANCHISEE is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the CITY or FRANCHISEE to correct the adverse effect of such event of force majeure.

9.2 An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of the affected party to the extent that they delay the CITY or FRANCHISEE from performing any of its obligations under this Agreement; including the following:

9.2.1 Strikes, work stoppages, and other labor unrest;

9.2.2 Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of FRANCHISEE, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively . inclement weather; and Acts of a public enemy acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

9.3 In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its best efforts in cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

ADDENDUM TO
SOLID WASTE COLLECTION AGREEMENT

By and between the City of Peachtree City, Georgia (the "City") and ____________________________. (the "Franchisee") dated ____________________, 2009 (the "Agreement"). In the event of a conflict between any provision contained in the Agreement and this Addendum, the terms of this Addendum shall prevail.

1. <u>Definitions</u>. The following terms used in the Agreement shall have the meanings set forth below:

a. Bulky Waste: White Goods, furniture, loose brush greater than four (4) feet in length or four (4) inches in diameter auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.

b. Excluded Materials: shall mean Bulky Waste, Construction and Demolition Waste, dead animals larger than ten (10) pounds, hazardous waste, medical waste, special waste, White Goods, industrial wastes, toxic substances, storm debris, trees, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other type of waste that is not included in the definition of Garbage, Refuse or Rubbish/Trash in this Agreement. Franchisee shall not be required to collect, transport, dispose of or otherwise handle any Residential Refuse that is mixed with any Excluded Materials.

c. Garbage: Dead animals of less than ten (10) pounds in weight that have been slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not limited to, other foods containers; and all putrescible or easily decomposable waste; animal or vegetable matter which is likely to attract flies or rodents, but excluding sewage and human waste.

d. Residential Refuse: Refuse, Rubbish/Trash, and Solid Waste resulting from the operation of residential, governmental or institutional establishments that would normally be collected, processed and disposed of through a public or private solid waste management service. Residential Refuse never includes Hazardous Waste, Special Waste, Medical Waste, or solid waste from the operation of commercial or industrial establishments mining or agricultural operations.

e. Refuse. All nonputrescible waste.

f. Rubbish/Trash: All waste wood, wood products (but not Yard Waste), chips, shavings, sawdust, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, glass, and mineral or metallic substances.

g. Solid Waste: All solid and semi-solid Garbage, Refuse, and Rubbish/Trash, but never (a) Hazardous Waste or Special Waste, (b) the other items excluded under the Exclusions paragraph of this Contract, (c) solid or dissolved materials in domestic sewage, (d) solid or dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), or (f) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954 as amended (68 STAT.923).

h. White Goods: Refrigerators, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

i. Yard Waste: Any and all vegetative matter resulting from private landscaping or regular yard maintenance. Yard Waste shall not include limbs which are greater than five (5) feet in length or four (4) inches in diameter. Yard Waste also shall not include debris from commercial/professional landscaping or excessive debris caused by storms or other inclement weather.

2. Section 2.1 of the Agreement is hereby amended by adding the following provision as a second paragraph:

"Franchisee shall have no obligation to collect any Bulky Waste or bundles in excess of the above volumes set forth for Yard Waste above, or any Excluded Materials, but may provide any such services to residents upon request by any such resident upon terms acceptable to Franchisee and such resident."

3. Minimum Recycling Requirement. Changes in law, markets and/or technology during the term of the Agreement may cause either party to desire to change the Minimum Recycling Requirements listed in the Agreement. To effect such a change, the party desiring the change must give written notice of the desired change to the other party. Should the parties fail to reach a mutual agreement as to a new definition of Minimum Recycling Requirements, or as to the new terms and conditions to accompany the new definition, within thirty (30) days of receipt of such notice, then the definition of Minimum Recycling Requirements shall remain unchanged until such time as an agreement has been reached. In the event the parties are unable to agree on the foregoing, either party shall have the right to terminate this Agreement. In the event that the Minimum Recycling Requirement is amended with respect to any service provider, the City agrees to make such Minimum Recycling Requirement uniform for all similarly situated service providers.. Neither party shall unreasonably withhold its agreement to a reasonable change in the definition of Minimum Recycling Requirements."

4. Storm Debris. The services described herein do not include the collection and disposal of any increased volume of waste resulting from a flood, hurricane or similar or different acts of God over which the Franchisee has no control. The parties understand and agree that, in the event of a storm, other inclement weather, or any unforeseen event resulting in excessive amounts of storm debris (including materials that might otherwise be classified as Yard Waste) or other similar materials, the collection and disposal of such materials must be governed by a separate agreement to be negotiated by the City and Franchisee or the Franchisee and residents on an individual basis.

Dated as of the ____ day of _________________, 2009.

FRANCHISEE	CITY OF PEACHTREE CITY, GEORGIA
By; ___________________________	By: ______________________________
Name: _________________________	Name: ____________________________
Title: __________________________	Title: _____________________________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager

DATE: 7/29/2009

SUBJECT: Consider Appointment of Tourism Member(S)
Consent Agenda, August 6, 2009

Recommendation:

Re-appoint Eva Durham and Veronica Ross to a new term on the Tourism Association beginning 8/6/09 and ending 8/6/12. In addition, Joe Magennis to be appointed as an alternate in the event a vacancy occurs.

Discussion:

The Selection Committee, composed of Mayor Logsdon, Council Member Cyndi Plunkett, Tourism Association Chairman, Bill Bexley and myself, considered 4 applicants for the vacancies on the Tourism Association.

It is the recommendation of the Committee that Eva Durham and Veronica Ross be re-appointed to a term that would end on 8/6/12. In addition, the Committee further recommends that Joe Magennis be appointed as an alternate to fill any vacancy that may occur.

Copies of their applications are attached for your review.

Budget Impact:

This item should have no budgetary impact.

PEACHTREE CITY TOURISM ASSOCIATION, INC.
APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the **Peachtree City Tourism Association, Inc., (PCTA).**

The PCTA is comprised of five members appointed to three-year terms. Meetings are held on the third Wednesdays of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Association meetings as possible in an effort to become familiar with the responsibilities of the Association.** The purpose of the PCTA is to serve the needs and interests of tourism within the City of Peachtree City. Applicants should preferably have been employed in the restaurant or hotel/motel business and/or have a minimum of five (5) years of fiscal experience.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this application and return it with a resume, if available, to Debbie Lemay, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, JULY 10, 2009**. The City will contact you within two weeks of the application closing date.

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

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

NAME: Eva Durham

ADDRESS: 400 General Hardee Square
Peachtree City GA 30269

TELEPHONE (Day Time) 770-632-2737

(Evening) Same

(Fax #)

(E-mail Add:) eva.durham@comcast.net

Eva Durham
Signature

June 14, 09
Date

1. How long have you been a resident of Peachtree City?

Total of 7 years

2. Why are you interested in serving on the PCTA?

I want to help promote our city, bring in revenue opportunities, further relationships in the community.

3. What qualifications and experience do you possess that would benefit the PCTA?

Besides 33 yrs airline experience, I am great at seeing opportunities, finding creative solutions, seeing synergies.

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

V.P. Inflight Operations - Delta Connection
V.P Office of Chairman - Mercantile Bank
Manager H.R. - TWA

5. Do you have any past experience relating to PCTA operations? If so, describe.

Current board member

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

Yes - as board member
1 meeting missed as meeting date was changed

7. Are you willing to take continuing education classes? Yes - would welcome the opportunity

8. Would there be any possible conflict of interest between your employment and you serving the PCTA? NO

9. Describe your current community involvement.

PCTA Board
PTCAA intern
PCTA - PTCAA liaison
Clayton State University - Fayette Campus Advocat
Rotary Member
Fayette County Elections seasonal help & poll worker
PTC 101

EVA DURHAM
eva.durham@comcast.net

400 General Hardee Square
Peachtree City, GA 30269

(770) 632-2737 Home
(678) 978-5227 Cell

Leader Profile
Results oriented leader with a success record in change management and labor relations. Skilled at consensus building and negotiating process and procedure improvements to improve performance, morale and financial objectives. Proven ability to lead and motivate management, union leadership and front line employees. A polished professional with keen business, strategic planning and financial analysis capabilities.

Professional Summary
DELTA AIRLINES, DELTA CONNECTION – Atlanta, GA **10/1999 – 09/2008**
ATLANTIC SOUTHEAST AIRLINES, INC
VICE PRESIDENT INFLIGHT OPERATIONS
Responsible for the strategic direction, operational and financial performance of the United States' 3rd largest regional airline flight attendant department. Areas of oversight include labor relations, customer service, operations, regulatory compliance, training and recruiting.

Labor Relations
- Successfully completed protracted contract negotiations without any work stoppage, disruption or drop in customer service.
- Resolved 99% of all labor disputes without arbitration through the use of mediation.
- Presented, along with AFA union leadership, panel discussion on successful use of mediation at National Mediation Board regional airline mediation conference.
- Participated on planning committee for first National Mediation Board regional airline mediation conference.
- Utilized interest based bargaining in negotiations to resolve issues.
- Negotiated acceptance of preferential bidding system; which will enhance flight attendant's work schedules and dramatically improve scheduling productivity gains for the company.
- Negotiated and successfully implemented computerized bidding and schedule enhancement programs, utilizing union selected focus groups and trainers.
- Introduced FMLA program which streamlined application process and reduced lost time by 30%.
- Designed quality assurance program, with union concurrence, to accomplish 50% more quality check rides with existing headcount.
- Recognized for outstanding labor relations problem solving capabilities.
- Refined training delivery schedule, which improved quality of life for flight attendants and decreased training costs and overhead.

Operations
- Successfully managed headcount and performance of 1000 flight attendants to ensure 99% schedule completion and on time performance for the department; while operating 800 daily flights out of world's busiest airport.
- Responsible for $30 MM annual budget.
- Recovered $600K in annual savings through improved catering procedures.

Training
- Recovered $900K in Georgia training tax credits for the company.
- Recognized as 100% compliant during last two IOSA audits.

Recruiting
- Implemented recruiting model to save 40% in overhead costs and decrease turn time from application to job offer which improved acceptance ratio.
- Improved recruiting model to reduce training attrition by 20%.

MERCANTILE BANCORPATION INC. – St. Louis, MO **1997 - 1999**
VICE PRESIDENT, OFFICE OF THE CHAIRMAN
Chief of Staff to CEO: Managed the office of the chairman, which included shareholder and board of director meetings, bank –wide events at key civic venues and served as liaison between the bank's foundation and its recipients.

- Designed and managed tactical transportation, security, housing and feeding for 1,200 employees to ensure mission critical bank functions were operational while bank quarantined during the 1999 Papal visit.
- Developed six exclusive civic and government sponsorship agreements, resulting in high visibility for retail, corporate, trust and government services. The program brought in over $2.5 million dollars in new accounts.
- Planned and launched "Community Counts", a $100,000 state wide multi year "grassroots" learning program, challenging Missouri public school students to take an active role in their communities. Program garnered publicity state wide with twenty – five local papers and two radio stations.

TRANS WORLD AIRLINES – St. Louis, MO **1974 - 1997**
MANAGER SPECIAL PROJECTS-HUMAN RESOURCES AND LABOR RELATIONS

- One of twelve representatives selected by labor and management to facilitate "grass roots" employee program aimed at improving operations, efficiency and morale.
- Designed and implanted team building program to bridge labor relations within the flight attendant group.
- Member of Ozark Airlines - TWA flight attendant merger transition team.
- Elected and served as local AFA Secretary –Treasurer at Ozark Airlines.
- Implemented and managed company wide (flight attendant, maintenance, reservations, passenger service agents, ramp and management) customer service program, resulting in 20% improvement in customer service scores.
- Managed St. Louis post trauma recovery center following TWA flight 800 disaster. Scope included communication updates, victim information, and counseling for employees and families of victims.
- Received inaugural president's recognition award for corporate accomplishments.
- Received corporate innovation award for cost-saving suggestions.

EDUCATION
Masters of Business Administration – graduate 7/09
Graduate School of Business
Clayton State University - Morrow, GA

Bachelor of Science Industrial and Organizational Psychology - 1997
Washington University – St. Louis, MO

AFFILIATIONS
Peachtree City Tourism Association Board
Bobby Dodd Charity Foundation Board
Rotary Club
Georgia Aquarium volunteer

PEACHTREE CITY TOURISM ASSOCIATION, INC.
APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the **Peachtree City Tourism Association, Inc., (PCTA).**

The PCTA is comprised of five members appointed to three-year terms. Meetings are held on the third Wednesdays of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Association meetings as possible in an effort to become familiar with the responsibilities of the Association.** The purpose of the PCTA is to serve the needs and interests of tourism within the City of Peachtree City. Applicants should preferably have been employed in the restaurant or hotel/motel business and/or have a minimum of five (5) years of fiscal experience.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this application and return it with a resume, if available, to Debbie Lemay, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, JULY 10, 2009**. The City will contact you within two weeks of the application closing date.

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

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

NAME: Veronica Catherine Ross ("Ronnie")

ADDRESS: 100 Rock Mull
Peachtree City, GA 30269

TELEPHONE (Day Time) (770) 631-3409

(Evening) (770) 631-3409

(Fax #) None

(E-mail Add:) ronnieross@comcast.net

Veronica C. Ross
Signature

6 July 2009
Date

Veronica C. Ross

1. **How long have you been a resident of Peachtree City?**

I have been a resident of Peachtree City since June 1988 (21 years).

2. **Why are you interested in serving on the PCTA?**

I am currently a Board Member, Peachtree City Tourism Association. My term will expire in August 2009, and I want to be favorably considered for a reappointment for another term.

3. **What qualifications and experience do you possess that would benefit the PCTA?**

I worked for Department of Defense from June 1967 – October 2003 (36 years). During those years, I served as an Events Planner and coordinated lodging and meals with hotel managers and restaurant owners. I was the Fundraiser for the Combined Federal Campaign at Headquarters, US Forces Command, Fort McPherson, Georgia. As a result of my hard work and dedication, HQ FORSCOM surpassed their goal, and I received accolades and awards from the four star Commanding General for a job well done.

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

Throughout my civil service career with Department of Defense, I have held top secret positions as an Administrative Officer, Executive Officer, Human Resources Manager, Plans & Organization Analyst, and Management Analyst. I held these positions in the Panama Canal Zone, South Korea, and many military installations throughout the United States. I worked for high ranking military officers from Brigadier General to four star General and was responsible for planning, coordinating, and preparing Commanders' Conferences, Awards Ceremonies, Promotion Ceremonies, Hails & Farewells, etc.. During my three year assignment at Yongsan, South Korea, I was responsible for planning, budgeting, and preparing the Team Spirit and Ulchi Focus Lens Victory parties which proved to be a herculean task because it involved military troops from US Forces Korea, Eighth US Army, Combined Forces Command, and Pacific Command in Hawaii. I have attention to detail, commitment to excellence in everything I accomplish, and I am results-oriented. I am a team player and consistently promote camaraderie and esprit de corps. I have a reputation for being firm, but polite. My Myers-Briggs Personality type is ENFJ (Extroverted, Intuitive, Feeling, and Judging).

5. Do you have any past experience relating to PCTA operations? If so, describe.

As a current board member of PCTA, I attend monthly Tourism Association board meetings and serve as a liaison to the Development Authority and the Braelinn Business Group. I share pertinent information from the Development Authority and Braelinn Business Group meetings with the Tourism Association board members. Lauren Yawn asked me to serve as a PTC Ambassador to the Tourism Association. I formed a team of PTC Ambassadors, and we're in the process of promoting the coupon program and sharing our good ideas with the Tourism Association.

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

Since July 2008, I attended PCTA meetings every month as an Alternate Board Member and a Board Member.

7. Are you willing to take continuing education classes?

Yes. I am willing to learn something new every single day. I attended the first PTC 101 Class, the ENCORE Leadership Class, and the CASA Volunteer Class.

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

No, I retired in October 2003.

9. Describe your current community involvement.

When I retired from civil service in 2003, I decided that I would give something back to my community by volunteering my time and services. I joined the Red Hat Society and became the Communications and Planning Queen. As a Notary Public, I provide free notarial service to the community. I served as a member of the Peachtree City Senior Adult Council for two years. I am the Vice-President and Membership Chairman, Peachtree City Woman's Civic Club. On 9 June 2009, I was sworn in by Judge Miller as a Court Appointed Special Advocate (CASA Volunteer) for abused children in Fayette and Spaulding counties and have already started working on my first case.

PEACHTREE CITY TOURISM ASSOCIATION, INC.
APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the **Peachtree City Tourism Association, Inc., (PCTA).**

The PCTA is comprised of seven members appointed to three-year terms. Meetings are held on the third Wednesdays of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Association Meetings as possible in an effort to become familiar with the responsibilities of the Association.** The purpose of the PCTA is to serve the needs and interests of tourism within the City of Peachtree City. Applicants should preferably have been employed in the restaurant or hotel/motel business and/or have a minimum of five (5) years of fiscal experience.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this application and return it with a resume, if available, to Debbie Lemay, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, JULY 10, 2009.** The City will contact you within two weeks of the application closing date.

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

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

NAME: **Joe Magennis**
ADDRESS: **131 Santolina Park, Peachtree City GA. 30269**
TELEPHONE (Day Time) **770.378.6936**
TELEPHONE (Evening) **770.378.6936**
(Fax #) **N/A**
(E-mail Add:) **jmagennis@befluid.com**

Signature **Joseph C. Magennis** Date **June 12, 2009**

How long have you been a resident of Peachtree City?

This summer I will celebrate my 14th year as a resident of Peachtree City.

Why are you interested in serving on the PCTA?

After attending a Peachtree City Tourism Association Board Meeting and discussing the changes taking place in online marketing, I determined that I could provide some valuable insights to the organization as it transitions to using new media approaches to marketing.

What qualifications and experience do you possess that would benefit the PCTA?

I founded Fluid Media (http://befluid.com) in 2000 with a primary focus on tourism & destination clients. We were the agency of record for Georgia State Parks and Historic Sites, Georgia Mountain Fairgrounds, Brasstown Valley Resort, Marietta Conference Center, and numerous other accounts during our years as a full service agency.

We downsized the agency and transitioned to a virtual environment to focus exclusively on the emerging world of online social media marketing. The intention is to continue to provide strategic, web based services to tourism clients.

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

Here is my LinkedIn profile with my work experiences - http://www.linkedin.com/in/joemagennis

Experience:

Fluid Media > 2000 - Present
CampusStores Interactive > 1998 - 2000
Barnes and Noble Bookstores > 1985 - 1998

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

See agency experience above.

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

The Board meeting on May 27th was the only time I have had the opportunity to attend.

Are you willing to take continuing education classes?

Yes

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

I am certainly looking to participation on the Board as a way to begin networking for business opportunities in the area, and hope that it does not constitute any conflict of interest. Currently there are no clients on our roster that would be of any conflict.

Describe your current community involvement.

I have played in numerous volleyball leagues in the Kedron Fieldhouse since the inception of the facility. However, I must say that commuting to Atlanta every day limited my ability to participate in more local community activities. Since I am now a virtual worker staying in Peachtree City on a daily basis, I am able to become more involved area events.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Administrative Services Director

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

DATE: **July 30, 2009**

SUBJECT: **Consider Amended Election Resolution**
August 6, City Council Meeting

Recommendation:

That Council adopt the attached amended resolution calling for the 2009 Municipal General Election and establishing the appropriate qualifying fees.

Discussion:

In January, per state law, Council adopted a resolution calling for the 2009 Municipal Election in November of this year and establishing qualifying fees. State law sets the qualifying fee for each seat at 3% of the annual salary. The Mayor and Council salaries are scheduled to increase in January of 2010, so the associated qualifying fees were set at 3% of the new salary. However, staff has learned from the State Elections Division that the fee should be based on the annual salary during the year prior to the election.

The attached resolution resets the qualifying fee to the state mandated amount. No other changes have been made.

Budget Impact:

This item will reduce the qualifying fees paid to the City by 50% (from $360 to $180 for City Council seats and from $540 to $270 for the Mayor's seat).

AMENDED RESOLUTION ESTABLISHING DATE FOR CITY ELECTION FOR PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBERS FOR POST 3 AND POST 4; ESTABLISHING FEES AND DATE FOR QUALIFYING OF CANDIDATES; ESTABLISHING DATES FOR VOTER REGISTRATION; AND FOR OTHER PURPOSES

WHEREAS: A municipal general election shall be conducted on November 3, 2009, for the purpose of electing a mayor and council member for Post 3 and Post 4; and,

WHEREAS: Candidates who are elected in said election shall serve for a term of four years; and,

WHEREAS: Persons eligible to become candidates for said election shall be at least 21 years of age and be a qualified elector of the City who shall have continuously resided and maintained his or her domicile in Peachtree City for at least six months immediately preceding the election; and,

WHEREAS: Candidates for said election shall qualify with the City Clerk in City Hall. Qualifying shall open at 8:30 a.m. on the 31st day of August, 2009, and shall close at 4:30 p.m. on the 4th day of September, 2009; and,

WHEREAS: Voter Registration for said election shall close at 5 p.m. on the 5th day of October 2009; and,

WHEREAS: The date for a run-off election, if required, shall be December 1, 2009; and

WHEREAS: The City Council does hereby declare that the qualifying fee for Mayor shall be $270.00 and the qualifying fee for Council Post 3 and Council Post 4 shall be $180.00.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of Peachtree City that the general election is hereby authorized pursuant to the rules and regulations set out in this Resolution and pursuant to the Georgia Municipal Election Code as amended.

FURTHER, the Superintendent of Elections and Absentee Ballot Clerk shall be the Fayette County Board of Elections who is hereby authorized to provide an appropriate number of poll workers to conduct said election. Polling places within Peachtree City shall be open from 7:00 a.m. to 7:00 p.m. on the day of the general election and on the day of the run-off election, if required.

Adopted this 6th day of August 2009.

Harold K. Logsdon, Mayor

Don Haddix, Councilmember

Doug Sturbaum, Councilmember

Steve Boone, Councilmember

Cynthia Harper-Plunkett, Councilmember

Attest

Betsy Tyler, 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 30, 2009**

SUBJECT: **Consider Intergovernmental Agreement for 2009 Election**
August 6, 2009, City Council Meeting

Recommendation:

That Council approve and authorize the Mayor to sign the attached agreement with Fayette County for conducting the 2009 municipal election.

Discussion:

The City contracts with Fayette County for the County Board of Elections to conduct each municipal election. Fayette County owns the voting equipment and conducts annual elections, helping to ensure that Peachtree City's municipal elections are held in accordance with State and Federal law.

The attached agreement gives the Fayette County Board of Elections the authority to conduct the November 3 Municipal Election, any associated Special Election, and any necessary Run-off Election in December. This includes transportation and setup of voting equipment, issuing absentee ballets, and staffing the polls and training poll workers.

The City will reimburse the County for all expenses incurred in managing the election, and City Staff will continue to qualify candidates, distribute campaign forms to candidates, notify the State Ethics Commission of candidate compliance, and pay poll workers.

Budget Impact:

The proposed FY 2010 Budget includes $25,500 for the November 3 Election and $18,000 for a runoff-election, which will be required for any seat in which no candidate receives 50% plus one of the votes cast.

Fayette County
GEORGIA

Where Quality Is A Lifestyle

July 10, 2009

To : City of Fayetteville
City of Peachtree City
Town of Tyrone
Town of Brooks

From : Tom Sawyer
Fayette County Elections Supervisor

Subject: Intergovernmental Agreement for Conducting Municipal Elections

I am attaching a copy of the intergovernmental agreement from Fayette County giving the Fayette County Board of Elections authority to conduct the November election and any and all run-offs which may be necessary for each of the aforementioned cities and towns. As you will see, the Chairman of the Board of Elections has already signed these agreements. Please have the Mayor sign your respective agreement and return to me at your earliest convenience. When they are all returned, I will present them to the Fayette County Board of Commissioners via a consent agenda item requesting permission to allow Jack Smith, Chairman to sign these agreements. I will forward each of you a copy when this process is complete.

Thanks for allowing us the opportunity to assist you in this process again this year. I look forward to meeting once again with each of you on the 23rd to finalize our plans for your election. If you have questions or wish to discuss anything with me, please give me a call or drop to see us here in Elections.

Tom Sawyer

Tom Sawyer
Fayette Elections Supervisor

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTIONS

This Agreement entered into between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

W I T N E S S E T H:

WHEREAS, the City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. §21–2–45 of the Official Code of Georgia Annotated, the City may, by ordinance, authorize the County to conduct such election and the City has heretofore adopted such an ordinance;

WHEREAS, the County has staff and equipment to conduct such election; and

WHEREAS, the County desires to assist said City in the conduct of its municipal election.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of the City of Peachtree City general election to be held on November 3, 2009, and any and all run-offs which may be necessary and any special elections that may occur within 12 months of this document

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the City or any of the City's officials in connection with the conduct of such election with the exception of qualification of candidates, distribution of financial and campaign disclosure statements to candidates, notification of the State Elections Commission concerning candidacy compliance, and disbursing funds to poll workers and relative tax filings.

3.

A City official shall operate as the Superintendent of qualifications of candidates. Such officer shall perform any and all functions of the City or any of its officials in connection with the qualifications of candidates in accordance with O.C.G.A.§ 21-2-45(C)(2). Further, such official shall be responsible for distribution of financial and campaign disclosure statements to candidates, notification of the State Elections Commission concerning candidacy compliance, and disbursing funds to poll workers and relative tax filings

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

The voting equipment vendor shall program all of the voting equipment for the election.

6.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing of the polling locations and training of the staff shall be provided by the County.

8.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the City. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies, the cost payable to the voting machine vendor for programming the voting machines for the election and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be submitted to the City and the City shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

9.

The City shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the City. The City will furthermore reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of City elections. Said reimbursement shall be paid by the City within thirty days of invoice by the County.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

Should any provision of this Agreement or application thereof to any person or circumstance by held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

12.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the City.

FAYETTE COUNTY, GEORGIA

By: ______________________________
Jack Smith, Chairman
Board of Commissioners

Attest:

____

CITY OF PEACHTREE CITY

By: ______________________________
Harold Logsdon, Mayor

Attest:

____

BOARD OF ELECTIONS

By: Marilyn Watts
Marilyn Watts, Chairman

Attest:

Thomas L. Sawyer

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Financial Services Director P.S.
City Engineer

FROM: **Interim Community Development Director** David

DATE: **July 24, 2009**

SUBJECT: **Consider GDOT Memorandum of Agreement for Roadway Lighting on State Route 74 and 54**
August 6, 2009 City Council agenda

Recommendation:
Authorize Mayor to sign the Georgia Department of Transportation Memorandum of Agreement to fund installation and monthly utility bills for roadway lighting at the intersection of SR 54/ 74.

Discussion:
City Staff has been working with Georgia Power to design and install street lighting at the intersection of SR 54 and 74. Lighting at this intersection was not included in the construction plans for the road-widening project and is the responsibility of the local jurisdiction.

Georgia Power has designed the plan for the lighting, which includes a total of eight (8) cobra-style light fixtures mounted on existing poles around the intersection. These plans have been submitted to City Staff and GDOT for approval. GDOT has indicated that prior to approving this request, the local jurisdiction must enter into a Memorandum of Agreement with GDOT indicating they will be responsible for installing, maintaining and paying for these lights in accordance with the GDOT Design Policy Manual.

Budget impact:
The city will be responsible for the installation cost of $983 and the monthly electricity cost of $211.12. Funds are available in the Public Works street light budget (Account 4100-53-1235).

Attachment

Memorandum of AGREEMENT

FOR

ROADWAY LIGHTING ON STATE ROUTE 74 & 54

CONSISTING OF

8 Lighting Structures on Permit No. 1048226 at the Intersection of State Route 74 and State Route 54, Fayette County

BETWEEN

The Peachtree City, acting by and through its City Council, hereinafter called the **CITY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The City is requesting to install 8 Lighting Structures at the intersection of State Route 74 & 54 / 6 of which are proposed along state route 54 and two along state route 74, Fayette County (See Attached Photos).

I. **IT IS THE INTENTION OF THE PARTIES:**

A. That the CITY, only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. The CITY shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, along the shoulder of the existing roadway of State

Route 74 & State Route 54 Fayette County.

2. The CITY, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

3. The CITY shall at all times indemnify and save harmless the DEPARTMENT and the State of Georgia from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

II. **IT IS FURTHER AGREED**, that the DEPARTMENT, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the CITY elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition the Department reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the CITY.

III. **IT IS FURTHER AGREED**, that this Agreement shall remain in effect for a period of fifty (50) years.

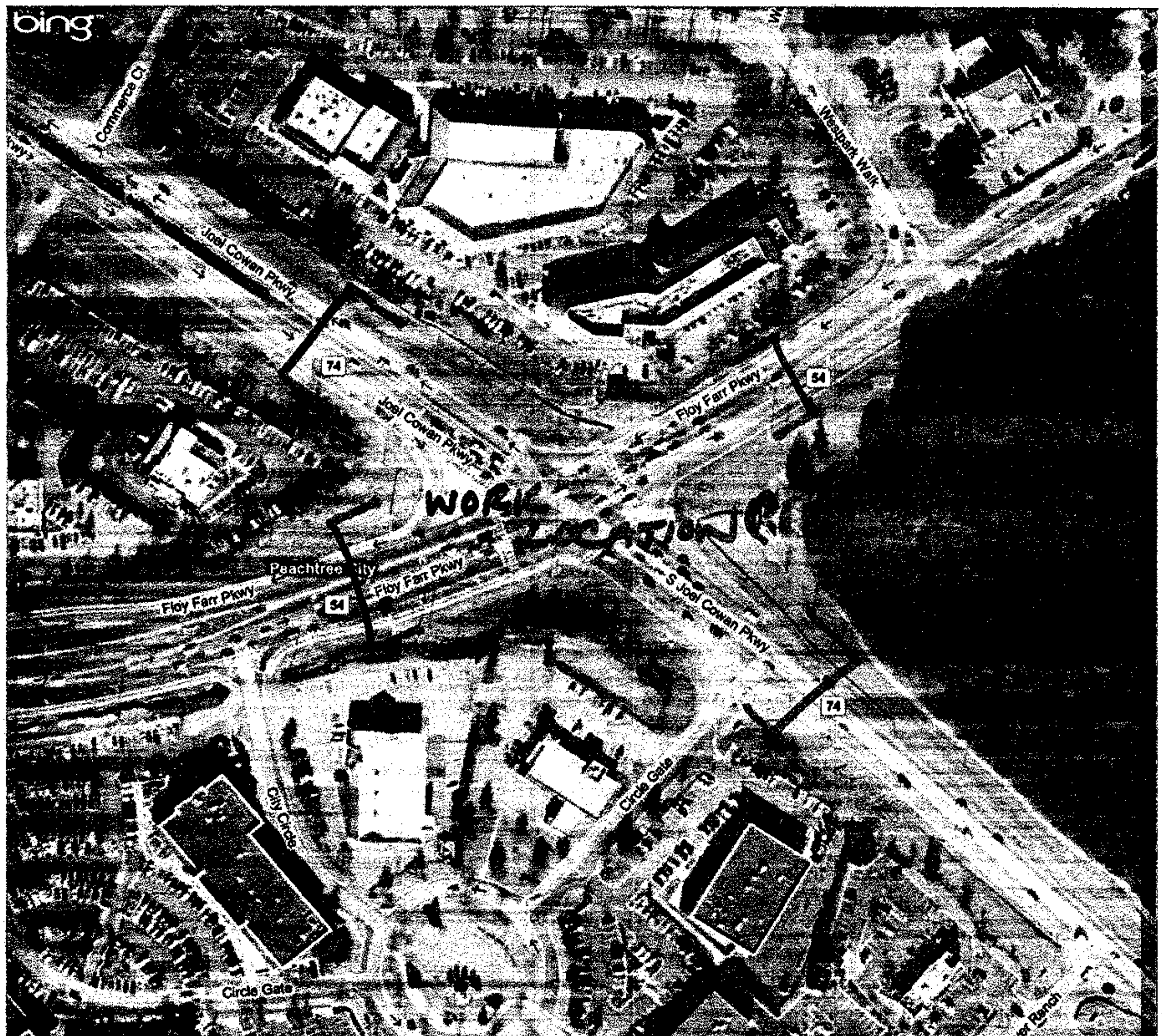
IV. **IT IS FURTHER AGREED**, the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

This document is a Memorandum of Agreement expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

Bing Maps

Georgia Power Company
Lighting Permit # 1048226
For Peachtree City
Fayette County, SR 74 & SR 54



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Bernard McMullen, City Manager** Bernard McMullen
Paul Salvatore, Financial Services Director P.S.

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

DATE: **July 27, 2008**

SUBJECT: **Donation of Trek Police Mountain Bike**
City Council Agenda, August 6, 2009

Recommendation:

It is staff's recommendation that City Council approve the donation of a Trek Police Mountain Bike 6500 series. The donation is from the owner of the Atlanta Trek Store, William Hair. The Atlanta Trek Store is located at 1801 Georgian Park, Peachtree City, GA.

Discussion:

The police department is committed to providing sufficient vehicles and equipment, as well as manpower and training, to enhance our agency's proactive and specialized patrol of the City's multi-use recreation path system. The donation of the bicycle will, first and foremost, provide an additional means of promoting a safe and secure environment on the City's multi-use path system. Additionally, it will allow the department to expand our bicycle patrols in neighborhoods and businesses, which has proven to be a very effective means of detecting and deterring criminal activity. The police mountain bike is a 6500 series and is valued at approximately $900.

Budget Impact:

The bicycle is already equipped with the basic equipment that we would require. We would have to purchase a lighting system and miscellaneous equipment (water bottle and battery holders) that should not cost more than $200. The yearly tune up for the bicycle would be approximately $75.00 and most minor repairs would be performed by Cpl. Blackburn. The other expenses would be for tires, tubes, and other minor parts which would vary depending on use.

The annual budgetary impact for the city would be approximately $75.00.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Deputy City Clerk**

DATE: **July 21, 2009**

SUBJECT: **Alcohol License – NEW – Tennis Center Restaurant**
August 6, 2009, Regular Meeting

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

Discussion:
Sequoia Tennis Management, LLC, has been contracted to the City to manage the Tennis Center. Sequoia Tennis Management has submitted a request for a new alcohol license at the Tennis Center Restaurant. Mr. Joseph Guerra has requested he be appointed as the Licensee and as the License Representative. Mr. Guerra will attend the meeting on Thursday, August 6, to answer any questions you may have.

Budgetary Impact:
The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the sale of beer and wine, which is $1,350, and, if they choose to serve on Sunday, they will pay an additional $500 annually.

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

Application For Alcoholic Beverage License

Business Name: Sequoia Tennis Management LLC	Business Location: 10 Planterra Way 30269 Peachtree City, GA	
Nature of Business: Tennis Center	Mailing Address: 924 Shaw Road Sharpsburg, GA 30277	Business Phone Number: 770.463.3949
Name of Licensee: Joseph L. Guerra	Home Address: 80 Summerhill Place Newnan, GA 30263	Home Phone Number: 678.873.6315
Name of License Representative: Joseph L. Guerra	Home Address: 80 Summerhill Place Newnan, GA 30263	Home Phone Number: 678.873.6315

Please indicate type of licenses applying for:

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

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

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	ADDRESS Please provide Home Addresses for the individuals listed:	PHONE NUMBERS Please provide Home and Business Phone Numbers for individuals listed:
Joseph L. Guerra, Owner	80 Summerhill Place Newnan, GA 30263	678.854.0600 678.873.6315
Robin Spradlin, Contact person	924 Shaw Road Sharpsburg, GA 30277	770.463.3949 678.416.7595

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

If YES, Please Provide Name of Employee: ____________________

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City:

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

Joseph L. Guerra

80 Summerhill Place Newnan, GA 30263
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.

HCClark
Signature

7/20/09
Date

Major R.M. Dukes
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Interim Community Development Director** David **City Engineer**
FROM:	**Stormwater Manager**
DATE:	**July 23, 2009**
SUBJECT:	**Formal Acceptance of Drainage Easements** ***August 6, 2009 City Council Meeting***

Recommendation:

Staff recommends that Council accept a Temporary Construction Easement and Permanent Drainage Easements Needed from homeowners for the completion of the Lakeside Subdivision Drainage improvements.

Discussion:

The City has the need to do storm water construction and maintenance in areas in which the current easements are not large enough to facilitate the improvements. As such, easements where requested from the homeowners in the Lakeside Subdivision for access to areas needed to install larger drainage pipes. This will help the City prevent flooding of the properties and provide proper water flow.

As such staff requests that Council accept these easements.

Budget Impact:

There is no direct cost with accepting these easements. However, there will be costs with the work to be completed which has been budgeted under a specific project or under the operation and maintenance line item.

Attachments
Easement Agreements

cc: File

After recording, please return to:

Theodore P. Meeker, III, Esq.
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FAYETTE COUNTY

THIS CONVEYANCE made and executed the 22 day of July 2009.

WITNESSETH that Ludlow C. Adams Jr. and Jacquelyn A. Adams , the undersigned, (hereinafter referred to collectively as 'Grantor'), are the owners of a tract of land in Fayette County, Georgia, which is affected by the project to be performed by the City of Peachtree City, Georgia, identified as Lakeside Subdivision Drainage Improvements (hereinafter "the Project") and as set forth on the set of construction plans titled Lakeside Subdivision Drainage Improvements, dated 04/30/09, (hereinafter "the Plans") which plans are maintained in the office of the City Engineer, City of Peachtree City, 153 Willowbend Road, Peachtree City, Georgia 30269 to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant to the City of Peachtree City, Georgia the right to execute certain construction and or improvements as indicated on the Plans over and upon the Grantor's property abutting on and adjacent to the Project in such manner as the City of Peachtree City may deem proper to support or accommodate the Project, including the right to construct and maintain any required slopes and utilities, relocated or added, or other improvements reflected on the Plans, within the following easement area being more particularly described as follows:

> All that tract or parcel of land lying and being in Land Lot 98 of the 7th Land District. District of Fayette County, Georgia, and being more particularly shown on Exhibit "A" attached hereto and made a part hereto by this reference.

Said temporary construction easement is hereby conveyed, consisting of 800 square feet, more or less, as shown crosshatched on the plat of the property titled "Lakeside Subdivision Drainage Improvements, prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, dated April 2009, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," said Exhibits A and B being incorporated herein and made a part hereof. The easement conveyed herein expires upon completion of the Project by the City of Peachtree City, Georgia.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

In consideration of the temporary construction easement granted herein, and to the greatest extent practicable, the City of Peachtree City agrees to replace or restore the easement area upon completion of the Project to the condition of such area as of the date of this Temporary Construction Easement.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 22 day of July,
2009, in the presence of:

Kathy Thomas
Witness

Dennis O. Rice
Notary Public

DENNIS I. RICE
MY COMMISSION EXPIRES
5-13-2013
COWETA COUNTY, GEORGIA
NOTARY PUBLIC

Ludlow C. Adams (L.S.)
Ludlow C. Adams, Jr.

Jacquelyn A. Adams (L.S.)
Jacquelyn A. Adams

Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 98 of the 7th Land District of Fayette County, Georgia, and being more particularly described as follows:

Begin at the southeast corner of Lot 48 Lakeside, as per Plat recorded in Plat Book 11, Pages 30-31, Fayette County, Georgia Records.

THENCE run along the southerly lot line of said Lot 48 South 81 degrees 51 minutes 59 seconds West for a distance of 5.00 feet to a point;

THENCE leaving said lot line run North 07 degrees 58 minutes 39 seconds West for a distance of 107.86 feet to a point;

THENCE run North 54 degrees 20 minutes 10 seconds West for a distance of 30.22 feet to a point;

THENCE run South 79 degrees 18 minutes 19 seconds West for a distance of 17.59 feet to a point;

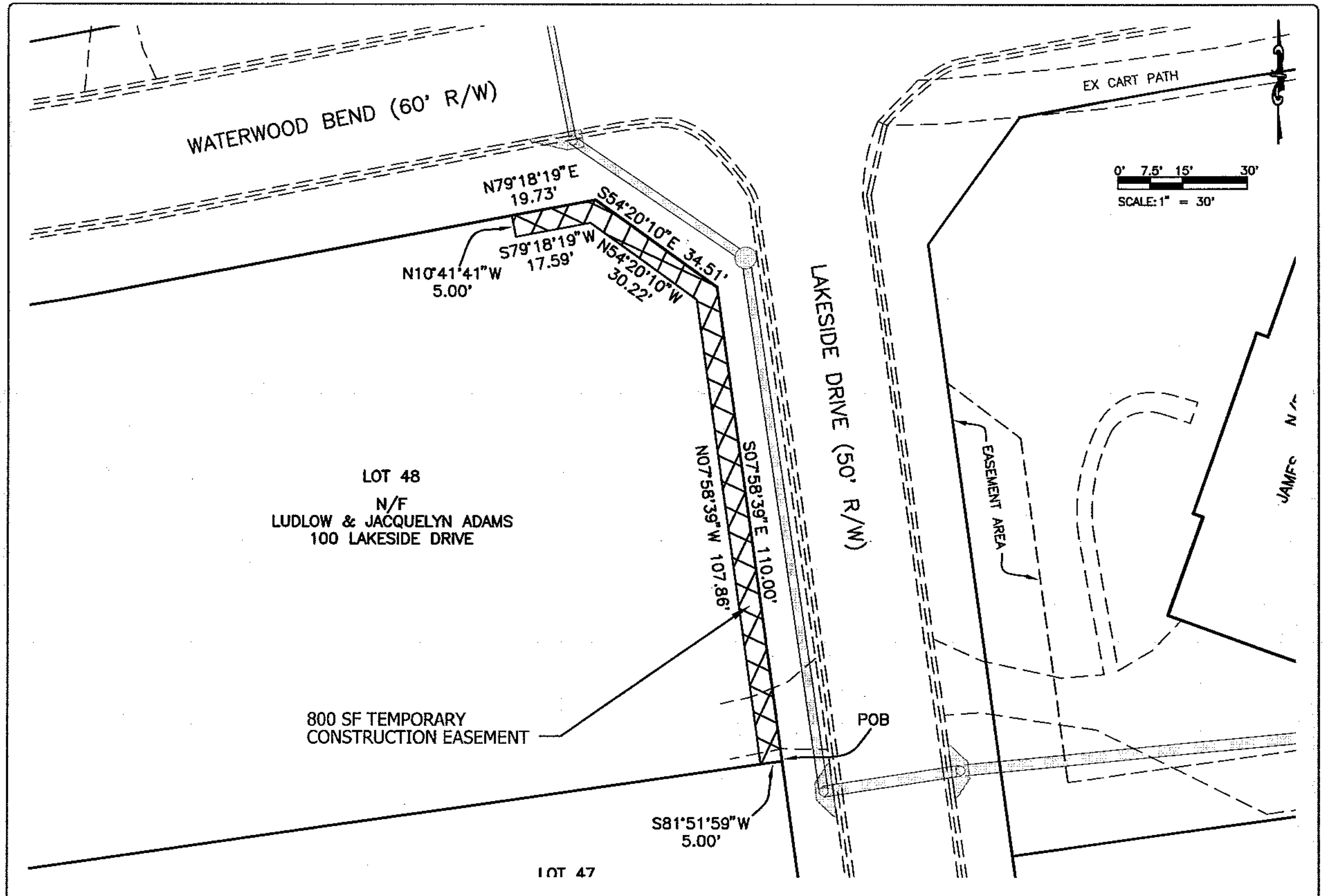
THENCE North 10 degrees 41 minutes 41 seconds West for a distance of 5.00 feet to a point along the northerly lot line of said Lot 48;

THENCE continuing along said northerly lot line of Lot 48 run North 79 degrees 18 minutes 19 seconds East for a distance of 19.73 feet to a point;

THENCE run along the northeasterly lot line of said Lot 48 South 54 degrees 20 minutes 10 seconds East for a distance of 34.51 feet to a point;

THENCE run along the easterly lot line of said Lot 48 South 07 degrees 58 minutes 39 seconds East for a distance of 110.00 feet to the Point of Beginning;

Said tract or parcel consists of 800 square feet, more or less, and is more particularly shown as a "800 SF Temporary Construction Easement" on a plat of survey titled "Easement Exhibit for Lakeside Subdivision Drainage Improvements, City of Peachtree City, Georgia, dated April, 2009, for the City of Peachtree City, prepared by Integrated Science & Engineering, a copy of which is attached to this Temporary Construction Easement as Exhibit "A" and which is incorporated herein by express reference.



INTEGRATED Science & Engineering

ATLANTA · SAVANNAH

EASEMENT EXHIBIT
FOR
LAKESIDE SUBDIVISION DRAINAGE IMPROVEMENTS
CITY OF PEACHTREE CITY, GEORGIA

NO.	REVISIONS	DATE

100 LAKESIDE DRIVE
EXHIBIT A

PROJECT NUMBER 01098.85	
DRAWN BY MRM	REVIEWED BY RG
ISSUE DATE APRIL 2009	

After recording, please return to:

Theodore P. Meeker, III, Esq.
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FAYETTE COUNTY

THIS CONVEYANCE made and executed the 30 day of July 2009.

WITNESSETH that Pedro E. Carrillo and Susan G. Carrillo the undersigned, (hereinafter referred to collectively as 'Grantor'), are the owners of a tract of land in Fayette County, Georgia, which is affected by the project to be performed by the City of Peachtree City, Georgia, identified as Lakeside Subdivision Drainage Improvements (hereinafter "the Project") and as set forth on the set of construction plans titled Lakeside Subdivision Drainage Improvements, dated 04/30/09, (hereinafter "the Plans") which plans are maintained in the office of the City Engineer, City of Peachtree City, 153 Willowbend Road, Peachtree City, Georgia 30269 to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant to the City of Peachtree City, Georgia the right to execute certain construction and or improvements as indicated on the Plans over and upon the Grantor's property abutting on and adjacent to the Project in such manner as the City of Peachtree City may deem proper to support or accommodate the Project, including the right to construct and maintain any required slopes and utilities, relocated or added, or other improvements reflected on the Plans, within the following easement area being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 98 of the 7th Land District. District of Fayette County, Georgia, and being more particularly shown on Exhibit "A" attached hereto and made a part hereto by this reference.

Said temporary construction easement is hereby conveyed, consisting of 333 square feet, more or less, as shown crosshatched on the plat of the property titled "Lakeside Subdivision Drainage Improvements, prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, dated April 2009, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," said Exhibits A and B being incorporated herein and made a part hereof. The easement conveyed herein expires upon completion of the Project by the City of Peachtree City, Georgia.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

In consideration of the temporary construction easement granted herein, and to the greatest extent practicable, the City of Peachtree City agrees to replace or restore the easement area upon completion of the Project to the condition of such area as of the date of this Temporary Construction Easement.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 30 day of July,
2009, in the presence of:

Witness

Kathleen Thomas
Notary Public

(L.S.)
Pedro E. Carrillo

(L.S.)
Susan G. Carrillo

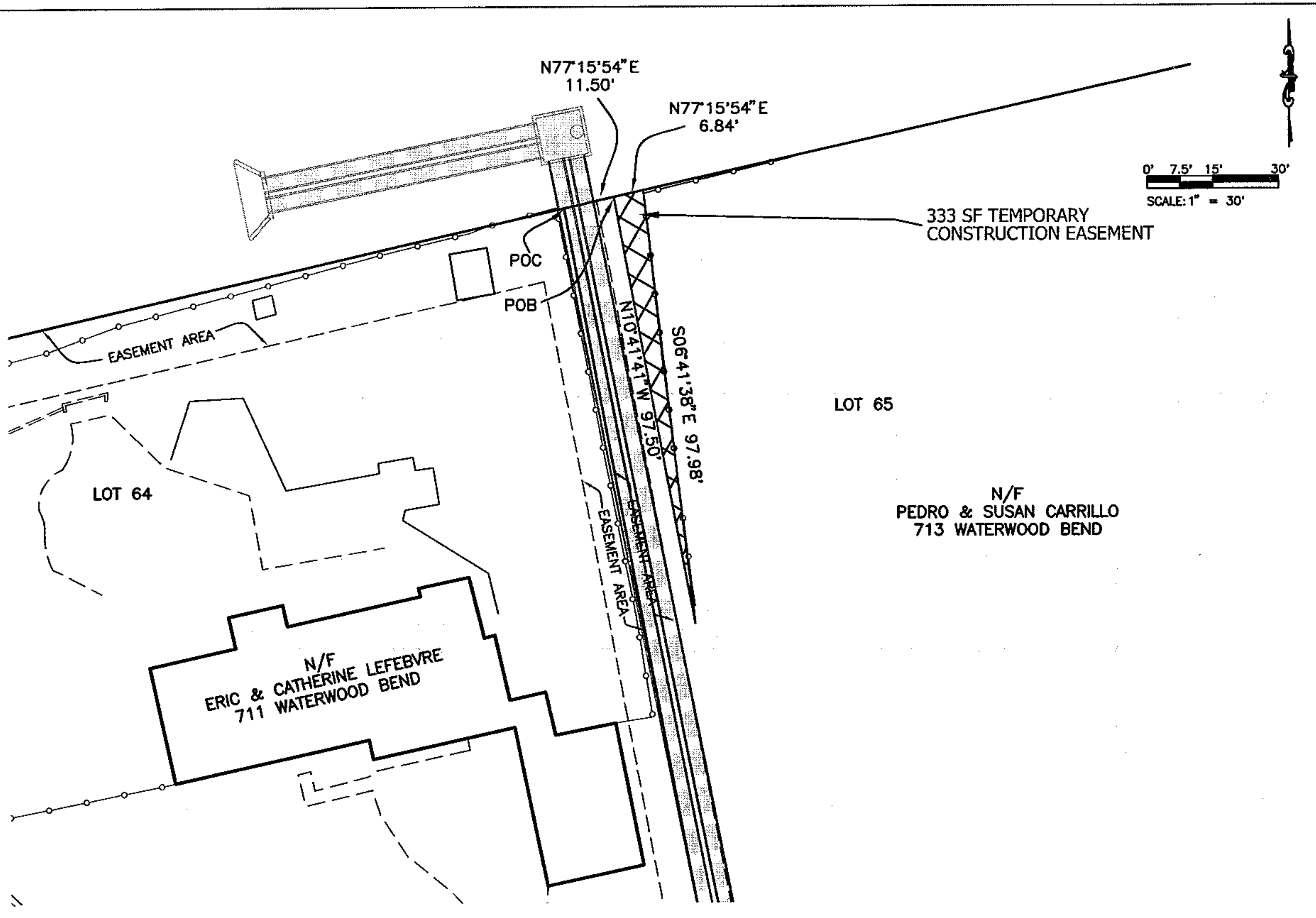
KATHLEEN THOMAS
MY COMMISSION EXPIRES
9/3/11
FAYETTE COUNTY, GEORGIA
NOTARY PUBLIC

Exhibit "B"

All that tract or parcel of land lying and being in Land Lots 95 and 98 of the 7th Land District of Fayette County, Georgia, and being more particularly described as follows:

To arrive at the True Point of Beginning, Commence at the northwest corner of Lot 65 Lakeside, as per Plat recorded in Plat Book 11, Pages 30-31, Fayette County, Georgia Records. Thence run along the northerly line of said Lot 65 North 77 degrees 15 minutes 54 seconds East for a distance of 11.50 feet to a point and the True Point of Beginning; thence continuing along said northerly lot line of Lot 65 run North 77 degrees 15 minutes 54 seconds East a distance of 6.84 feet; thence leaving said lot line run South 06 degrees 41 minutes 38 seconds East a distance of 97.98 feet to a point; thence run North 10 degrees 41 minutes 41 seconds West a distance of 97.50 feet to a point along the northerly lot line of Lot 65 and the True Point of Beginning.

Said tract or parcel consists of 333 square feet, more or less, and is more particularly shown as a "333 SF Temporary Construction Easement" on a plat of survey titled "Easement Exhibit for Lakeside Subdivision Drainage Improvements, City of Peachtree City, Georgia, dated April, 2009, for the City of Peachtree City, prepared by Integrated Science & Engineering, a copy of which is attached to this Temporary Construction Easement as Exhibit "A" and which is incorporated herein by express reference.



INTEGRATED Science & Engineering

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EASEMENT EXHIBIT
FOR
LAKESIDE SUBDIVISION DRAINAGE IMPROVEMENTS
CITY OF PEACHTREE CITY, GEORGIA

NO.	REVISIONS	DATE

713 WATERWOOD BEND
EXHIBIT A

PROJECT NUMBER 01098.85
DRAWN BY MRM
REVIEWED BY RG
ISSUE DATE APRIL 2009

After recording, return to:

Theodore P. Meeker, III
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

STATE OF GEORGIA
COUNTY OF FAYETTE

DEED OF EASEMENT

THIS INDENTURE, made and entered into this 30 day of JULY in the year 2009, between Pedro E. Carrillo and Susan G. Carrillo, as parties of the first part, hereinafter referred to collectively as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain property described consisting of approximately 784 square feet in area as shown crosshatched on the plat of the property titled "Lakeside Subdivision Drainage Improvements, prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, dated April 2009, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," which Exhibits are incorporated herein by express reference and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a Drainage Easement, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject property. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

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

OWNERS:

Pedro E. Carrillo

Susan Carrillo

Susan G. Carrillo

Signed sealed and delivered,
In the presence of

Witness

NOTARY:

Kathleen Thomas

Printed name

Kathleen Thomas

Signature

My Commission expires:

SEAL

KATHLEEN THOMAS
MY COMMISSION EXPIRES
9/3/11
FAYETTE COUNTY, GEORGIA
NOTARY PUBLIC

EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lot 95 and98 of the 7th Land District of Fayette County, Georgia, and being more particularly described as follows:

To arrive at the True Point of Beginning, Commence at the northwest corner of Lot 65 Lakeside, as per Plat recorded in Plat Book 11, Pages 30-31, Fayette County, Georgia Records. Thence along the northerly lot line of said Lot 65 run North 77 degrees 15 minutes 54 seconds East for a distance of 7.50 feet to the True Point of Beginning,

THENCE continuing along said northerly lot line of Lot 65 run North 77 degrees 15 minutes 54 seconds East for a distance of 4.00 feet to a point;

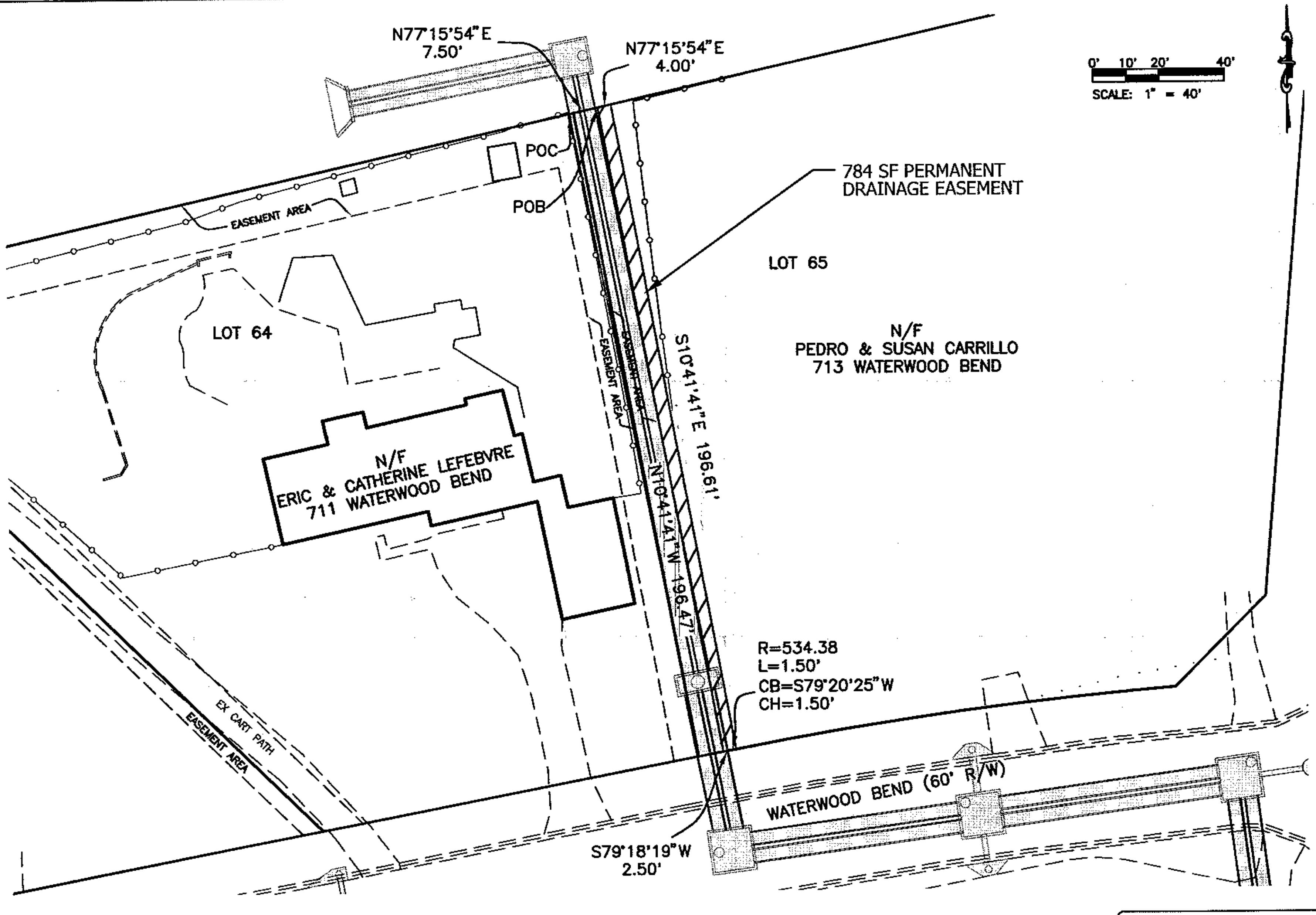
THENCE leaving said lot line run South 10 degrees 41 minutes 41 seconds East for a distance of 196.61 feet to the northerly right-of-way of Waterwood Bend (60' R/W);

THENCE along said right-of-way of Waterwood Bend (60' R/W) run along a curve to the left having a radius of 534.38' feet and an arc length of 1.50 feet, being subtended by a chord of South 79 degrees 20 minutes 25 seconds West for a distance of 1.49 feet to a point;

THENCE continuing along said right of way of Waterwood Bend (60' R/W) runSouth 79 degrees 18 minutes 19 seconds West for a distance of 2.50 feet to a point;

THENCE leaving said right-of-way run North 10 degrees 41 minutes 41 seconds West for a distance of 196.47 feet to a point along the northerly lot line of Lot 65 and the True Point of Beginning;

Said tract or parcel consists of 784 square feet, more or less, and is more particularly shown as a "3784 SF Permanent Drainage Easement" on a plat of survey titled "Easement Exhibit for Lakeside Subdivision Drainage Improvements, City of Peachtree City, Georgia, dated April, 2009, for the City of Peachtree City, prepared by Integrated Science & Engineering, a copy of which is attached to this Deed of Easement as Exhibit "A" and which is incorporated herein by express reference.



INTEGRATED Science & Engineering

ATLANTA • SAVANNAH

EASEMENT EXHIBIT
FOR
LAKESIDE SUBDIVISION DRAINAGE IMPROVEMENTS
CITY OF PEACHTREE CITY, GEORGIA

NO.	REVISIONS	DATE

713 WATERWOOD BEND
EXHIBIT A

PROJECT NUMBER 01098.85	
DRAWN BY MRM	REVIEWED BY RG
ISSUE DATE APRIL 2009	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council
VIA:	Bernard J. McMullen, City Manager
FROM:	Paul J. Salvatore, Financial Services Director P.S. Janet I. Camburn, Assistant Finance Director JC
DATE:	July 30, 2009
SUBJECT:	Budget Amendments – **Fiscal Year 2009**
	August 6, 2009, City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment.

Discussion:

Attached please find budget amendment 09-048 for fiscal year 2009 submitted for your approval. On April 17, 2008, City Council approved a budget amendment for $19,700 for work associated with the foot bridge between Drake Field and Picnic Park. This fiscal year 2008 amendment recognized a donation of $12,000 and $7,700 from Council Contingency for this work. At the end of fiscal year 2008, this work was not started and a request to carryover these funds to fiscal year 2009, was not submitted to Finance. Due to this oversight, it is now necessary to reallocate the funds that were closed to the ending fund balance in fiscal year 2008 to fiscal year 2009 in order to now spend those funds on the project. Budget amendment 09-048 will accomplish this.

Budget Impact:

The net affect of the budget amendments increases revenues and expenditures in the General Fund by a total of $19,700.

If you have any questions, please do not hesitate to contact either Paul Salvatore or Janet Camburn.

Thank you for your attention to this matter.

Attachment

JIC/BUDGET AMENDMENTS – FY 09 – 8/6/2009

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-048

DATE August 6, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-6110-54-1260	221	Improvements Other than Bldgs.	19,700	
100-00-38-9025	xxx	Surplus Carryover	19,700	
			$ 39,400	$ -

To carryforward a 2008 project approved by City Council on April 17, 2008 that was not brought forward into FY 2009. This is associated with the foot bridge between Drake Field and Picnic Parrk.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Interim Community Development Director** David

DATE: **July 28, 2009**

SUBJECT: **Consider variance request to building setback (123 Crown Court)**
August 6, 2009 City Council Agenda

Recommendation:

Continue request indefinitely.

Discussion:

In reviewing this situation with the City Attorney, there does appear to be an error between the motion made by Council and the written ordinance that was submitted for codification. To resolve this issue, we will be presenting an amended ordinance to Council at the August 20 meeting to clarify the conditions of rezoning for the Cardiff Park subdivision.

With these changes, a variance will still be required prior to permitting the covered porch. Staff has recommended that the Applicant coordinate with the Cardiff Park Community Association Board, as they have provided a letter indicating they do not support the proposed addition as designed or the variance request.

Once these issues are resolved, we will bring this item forward for consideration.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Interim Community Development Director** David

DATE: **July 28, 2009**

SUBJECT: **Consider variance request to 25' wetlands buffer and request to allow a private basketball court to encroach into a city-owned greenbelt (128 Century Park Place)**
August 6, 2009 City Council Agenda

This item was initially scheduled for the July 16 Council meeting, and was continued to the August 6 meeting at the Applicant's request. Although we have been unable to get in contact with the Applicant since the previous meeting, it is our understanding the Applicant still desires to move forward with this request.

POSITION PAPER

Proposed Variance: 128 Century Park Place
Lot 239, Centennial (Phase 5)

Interim Community Development Director David
July 8, 2009

Situation:

Mr. Clarence White owns the property located at 128 Century Park Place within Phase 5 of the Centennial subdivision. The subject tract is 0.3673 acres in size and is zoned GR-4 General Residential. The property is located on a cul-de-sac and is bordered along the rear property line by a city-owned greenbelt.

The Applicant constructed a small basketball playing surface at the rear of his property, which is permitted within the building setback. Approximately 50% of the basketball court extends across the rear property line and into a city-owned greenbelt. The portion of the basketball court within the greenbelt also encroaches into an established 25' wetlands buffer.

The Applicant is requesting that the city permit the basketball court to remain within the city-owned greenbelt. The Applicant is also requesting a variance to the city's Watershed Protection Buffer ordinance to permit an encroachment into the established 25' wetlands buffer.

The variance application is included as Attachment "A".

Facts:

1. Lot 239 of the Centennial subdivision is zoned GR-4. The existing home complies with the building setbacks established within this zoning district.

2. The rear property line of Lot 239 abuts a city-owned greenbelt. The greenbelt includes a large wetland area which was delineated as a part of the approval process for the overall Centennial subdivision.

3. The city's Watershed Protection Ordinance requires a 25' buffer adjacent to all state waters. This buffer is measured from the edge of the delineated wetlands.

4. The rear property lines of Lots 233-240 within Phase 5 of the Centennial subdivision were established along the edge of this buffer. In essence, the rear property lines on each of these lots are located 25' from the edge of the delineated wetland.

5. The Applicant constructed a small basketball playing surface at the rear of his lot, which is permitted within the rear building setback.

6. Approximately 50% of the playing surface extends across the rear property line and into the city-owned greenbelt as well as the 25' wetlands buffer.

Discussion:

The Applicant indicated they were not aware of an internal property pin when laying out the basketball court, which led them to construct a portion of the court off of the property. The court has been in place for several months and is used by their children as well as children within the neighborhood.

The Applicant is requesting that they be allowed to keep the portion of the existing court within the city-owned greenbelt. In order to do this, they would also need to secure a variance from the Watershed Protection Ordinance for the encroachment into the established 25' wetlands buffer.

The City Planner and the City Engineer met the Applicant on-site to discuss the situation and to present various options. One option was to hire a wetlands specialist to determine if there might have been an error when the wetlands were delineated, which may have a positive impact as to the location of the wetlands buffer. The Applicant could then petition the city to re-plat this lot with a revised rear property boundary.

Another option was to hire a surveyor to locate the missing property pin which would determine the exact extent of existing court that would need to be removed. Staff felt this was the most logical solution to resolve this situation.

Review criteria:

Based on the review criteria established within Section 1207 of the city's Zoning Ordinance, City Council shall not grant the request unless all of the following findings can be made:

(a) There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;

Staff findings:

- *There are no special circumstances to this situation. Had the property pins been located prior to construction, the Applicant would have known where the rear property line was located and the playing surface could have been constructed entirely on the property.*

- *The 25' buffer adjacent to the wetland area was implemented to prevent encroachment into state waters. The intent of these buffers is to maintain natural vegetation to filter out sediment and debris from stormwater prior to entering the wetland.*

(b) The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;

Staff findings

- *There are no hardships associated with this situation. The playing surface was constructed at grade and there is no issue with it being located within the rear building setback.*
- *A portion of the playing surface was constructed within a city-owned greenbelt. The purpose of maintaining greenbelts throughout the city is to protect and preserve natural vegetation for all citizens to enjoy. Vegetation within this portion of the greenbelt was removed to accommodate construction of the playing surface.*
- *A portion of the playing surface was constructed within an established 25' wetlands buffer. The intent of this buffer is to maintain natural vegetation to filter out sediment and debris before entering the wetland. In this particular case, a portion of the wetlands buffer was destroyed.*

(c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;

Staff findings

- *There are no exceptional or extraordinary circumstances or conditions applicable to the property involved. The rear property line of seven lots within this phase of the Centennial subdivision was established based on the 25' wetlands buffer. Had the property pins been properly located prior to construction, the playing surface could have been located entirely on the Applicant's property.*

(d) The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and

Staff findings

- *Allowing the playing surface to remain within a city-owned greenbelt will set a dangerous precedent for all parcels within the city that abut city-owned property. In the* *past, the city has been consistent and not allowed these types of encroachments. In some instances, property owners were required to remove improvements that had been constructed within the greenbelt.*

- *Granting the variance to the established wetlands buffer would also set a precedent for other property owners adjoining these buffers. The purpose of these buffers is to provide additional protection to delineated wetlands.*

(e) The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.

Staff findings

- *Because there are other lots within this phase of the subdivision that also abut the city-owned greenbelt and wetlands buffer, allowing the playing surface to remain and/ or granting the variance may open the door for similar requests from the adjoining property owners. Taking this a step further, there are numerous lots throughout the city that abut either a city-owned greenbelt, wetlands buffer, or both that would then be able to use this as a reason to request that their variance be approved.*

(f) The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.

Staff findings:

- *Granting the request to utilize a city-owned greenbelt for a private recreation facility or granting the variance to the established wetlands buffer would not be in keeping with the objectives within the comprehensive plan. The comprehensive plan identifies the preservation of existing vegetation, open space and wetland areas as a key component in maintaining the character of Peachtree City.*

Recommendation:

Staff recommends that the Applicant's request to maintain that portion of the basketball playing surface within the city-owned greenbelt and the request for a variance to the watershed protection buffer ordinance not be approved based on the following:

1. *Had the property pins along the rear property line been properly located prior to construction, the basketball playing surface could have been constructed entirely on the Applicant's property.*
2. *Allowing the playing surface to remain within a city-owned greenbelt would establish a precedent and may lead to similar requests from other property owners adjoining city-owned property.*

3. *Allowing the encroachment into the watershed protection buffer to remain would also establish a precedent which may lead to similar requests from property owners abutting these buffers.*

Staff further recommends that the Applicant be given a date-specific timeframe to remove that portion of the basketball playing surface located within the city-owned greenbelt and wetlands buffer. In addition, Staff recommends that the Applicant be required to provide a planting plan suitable to the City Landscape Architect and the City Engineer identifying how the wetlands buffer will be re-established as well as a date-specific schedule for implementing this plan.

Attachments

PEACHTREE CITY

Please use blue or black ink to fill out this form.

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552
WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: $25.00
Variance Fee: $250.00
Receipt # 00155263
Date Filed 6 / 17 / 09
Case # V-2009-05
Office Use Only

VARIANCE LOCATION

Street Address 128 Century Park Place
Peachtree City Ga. 30269

Zoning District:
☐ Residential ☐ Multi-Family ☐ Commercial\Industrial\Office

Variance Type:
☐ Administrative ☐ Special Exception ☐ Variance (check one below)

Variance from which ordinance:
☐ Sign ☐ Fence ☐ Land Development ☐ Zoning

PROPERTY OWNER

Name Clarence White
Phone (404) 374-8001
Email essc35@aol.com

PROPERTY INFO

Subdivision: Centennial
Phase: 5 Lot # 239

APPLICANT

Name Clarence White
Address 128 Century Park Place
City, State, Zip Peachtree City Ga. 30269
Phone # (404) 374-8001
Email essc35@aol.com

SUPPORTING DOCUMENTS

Please submit the following evidentiary items in support of this application and the requested variances.
(Please check off the items that are attached to this application)

☑ Site plan (with property lines and proposed work)
☑ A detailed report justifying the requested variance
☑ Letters of support from adjacent property owners
☑ Digital Photographs \ Renderings (CD or Email)
☐ Other Items Demonstrating Need (topo. Survey, etc)

1.) Is a current survey included with the application?	☑ Yes ☐ No	
2.) Does the application pertain to a zoning setback?	☐ Yes ☑ No	
3.) Is the violation an existing setback violation?	☐ Yes ☑ No	
4.) How long has the violation existed?	1 Years	
5.) What is the required setback?	20 Feet	
6.) How much of a variance is being requested?	12 1/2 Feet	
7.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	

Briefly describe why this variance is being requested:
(A separate detailed report is still required to be attached to this application)
Basketball court is partially off property line.

SPECIAL EXCEPTION

1.) Is a current survey included with the application?	☐ Yes ☐ No	
2.) Has property been rezoned or deed restrictions?	☐ Yes ☐ No	
3.) Is the violation an existing setback violation?	☐ Yes ☐ No	
4.) Application for a bldg setback, fence, or parking?	(Circle One)	
5.) What is the required setback, height, or spaces?		
6.) How much of a variance is being requested?		

Briefly describe why this variance is being requested:
(A separate detailed report is still required to be attached to this application)

VARIANCE

Please review the ordinances and instructions on the back of this page.

1.) Is a current survey included with the application?	☐ Yes ☐ No	
2.) How much of a variance is being requested?	Feet	
3.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	

Briefly describe why this variance is being requested:
(A separate detailed report is still required to be attached to this application)

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: Date 06/04/2009

OFFICE ONLY

Signature:
Date of Acceptance: Date of Hearing: ☐ Approved ☐ Denied ☐ Approved with Conditions

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES

This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is herby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:

Signature: David E. Rast Date of Acceptance: 06-17-09 Date of Public Hearing: 07-16-09

Attachment "A"

Clarence White
128 Century Park Place
Peachtree City, GA 30269

June 4, 2009

The City of Peachtree
City Council
151 Willowbend Road
Peachtree City, GA 30269

Dear City Council:

I am asking your consideration for a variance for a few feet of land that a portion of my basketball court currently sits upon.

When purchasing my home, I chose this lot due to the privacy, location and the size of the lot. I made it clear to John Wieland Homes throughout the building process that I planned on building a basketball court. I paid extra money to have as much of my lot cleared to the property line to enjoy as much of my yard as possible. The area where the court sits had a sprinkler system installed by the builder. There were no other areas cleared to install my court and I used what land was shown to me as my property lines.

The basketball court has been a great place for my family and neighbors to have fun and children can be easily monitored by parents. Our community does not have a court and over 30 homes have goals erected in their driveways. Many times children have to run into the streets to retrieve missed shots, etc. Because we live at the very bottom of a cul-de-sac, the idea of putting a goal at the edge of our driveway, would have cause for concern due to the numerous work trucks, delivery trucks and neighbors turn around directly in front of our home each day. We felt the backyard was a safer place for our children and other children to play.

I look forward to a resolution and am confident that we can arrive at a mutual agreement.

Sincerely yours,

Clarence E. White, Jr.

Reji Johnson
130 Century Park Place
Peachtree City, GA 30269

June 4, 2009

The City of Peachtree
City Council
151 Willowbend Road
Peachtree City, GA 30269

Dear City Council:

I am a resident of the Manor at Centennial and am writing to express my concern about recent discussions and the pending decision to remove the basketball court from my neighbor, Clarence White's, back yard. I do understand that the decision is being considered in light of the Declaration of Protective Covenants of the Centennial Home Owners Association and the court's location on the City's easement (wetlands).

However, after considerable thought, I do not believe that there are any benefits to be realized by the deconstruction of this court. Consider: This court has been a safe and healthy alternative to the children on Century Park Place to enjoy. Between the White's house and my own, we can easily monitor all court activity and insure that it is providing its purpose of fun and entertainment. The court is professionally built, virtually unseen from the public's view for most of the year and is neither distracting nor an eye sore to the community. Furthermore, I don't know of anyone in the Manor who objects to this court's existence, especially since many of their children have played on it. The court is indeed an asset to this neighborhood and adds to its property value as well as that of the city.

Before buying my current home, I believed the plat that was presented to be authentic as well as the property markers that were in the ground. Soon after the purchase of my home, I was contacted by the Builder who indicated that I had about 600 square feet more than I thought because they had not marked the property correctly. The Builder made good on their error by providing some concessions to my neighbors. My point is that as buyers we trust that the plats presented to us are authentic and we make modifications to our property accordingly. Realizing that the White's basketball court resides on part of the City's easement, when they believed it to be their own, I would think some consideration should be made in light of the basketball court's benefits and the Builder's error with the property markers. I support the White's effort to keep their basketball court in its current configuration. Please consider an alternative/compromise that would keep the court in place.

Sincerely,

Reji Johnson

Date: 6-7-09

To: PTC City Council

Re: White Basketball Court

This letter is in reference to Centennial HOA's concerns over the basketball court behind the White family's home on Century Park Pl. We live 2 houses away from them in the same cull de sac and do not feel that the basketball court in their backyard is of any real consequence to us. In fact, none of us in this cull de sac can even see it, as far as we know, other than the neighbor to their left who does not seem to have a problem with it. We cannot see it at all, unless we really look for it through the trees during the fall/winter months as we drive along MacDuff Parkway because the court is at such a low elevation that it is not visible from Century Park Pl.

Like most people in Centennial, we are very concerned about maintaining high property values and do not want people to break neighborhood covenants that we know are there to protect us. However, since this particular court is virtually hidden from view, we have no problems with it and feel that the fact that it is not visible from a neighborhood street should be taken into strong consideration.

In closing, the Whites bought and maintain a beautiful home, with a lot of "extras" that have helped to keep property values high for all of us in Centennial. Their home is well maintained and their lawn is always well-manicured. Their home has great curb appeal. We do not feel that their basketball court, which is very well hidden at the bottom of their backyard, is of any detraction to us.

Sincerely,

Cyrus Wright & Karla Wright

Cyrus & Karla Wright

(678)364-9929

June 4, 2009

Dear Peachtree City City Council Members:

I am writing you this letter in support of our family friends, Melinda and Clarence White, Jr.

We have lived in the *Centennial* subdivision for over six years. I have served as a past Board Member for the neighborhood association and on several volunteer committees throughout the neighborhood. As with any subdivision, there are neighbors who help to enhance the neighborhood through their diligent actions and support of events and then there are the neighbors who do not.

Mr. and Mrs. White have previously served on the association committees, hosted movie nights for the neighborhood children, started a mommy and me group for the stay-at-home moms, volunteered to start up a neighborhood watch program and countless hours towards improving the lifestyle of all who live here. They would in no way interfere with the quality of life that the *Centennial* community offers its residents.

The basketball court in question has become a fun place for many of the neighborhood children to gather. *Centennial* does not have a court for the residents, so homeowners are left to place unsightly goals in their driveway or along the sidewalk/street area.

My family and I are in no way negatively affected by the court. On the contrary, all year long this court gives many of our children an alternative to sitting in the house or getting into trouble.

Thank you for this opportunity.

Sincerely yours,

Gay S. Hinds

Gay Hinds

319 Revolution Drive

Peachtree City, Georgia 30269

June 4, 2009

Re: Mr. and Mrs. Clarence White's basketball court

To : Peachtree City, City Council

We are residents of the Manor, at Centennial, in Peachtree City. Recently, we have heard that there is opposition to the basketball court that Mr. and Mrs. White have behind their home.

The court is not noticeable, and does not in any way affect the beauty or the value of the homes at The Manor. We did not even know it was there if it were not because of my son who plays on the court.

In our opinion the basketball court behind the White's home is an asset to our neighborhood and to the children who play there. Our son, Will (soon to be 8 yrs of age) enjoys playing on the court with Clarence III, and many of their friends in the neighborhood. We see no present problem, or future problems with the court that the White family has and hope that others can see the value that it is to our neighborhood.

Please consider the asset that this court constitutes to the children of our neighborhood and the encouragement it gives them to be outside, to participate in a great sport, and to get some well needed exercise.

Thanking you in advance for your kind attention to this matter,

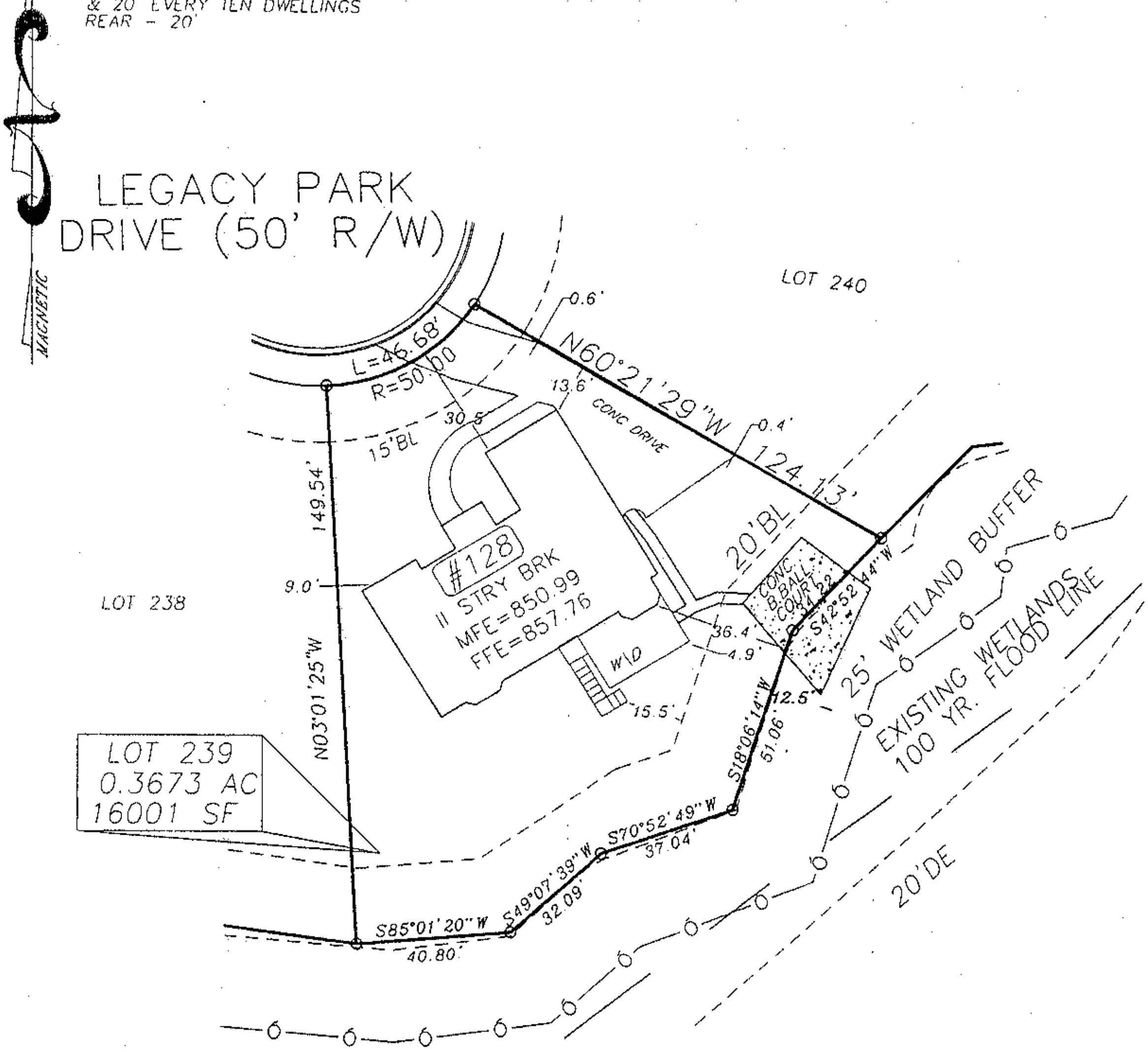
Sincerely,

William G Vazquez MD

Roxanne L. Vazquez

201 Firefly Court , Peachtree City

BUILDING LINES
FRONT – 15'
SIDE – 0' ~ 10' BETWEEN DWELLINGS
& 20' EVERY TEN DWELLINGS
REAR – 20'



CLOSURE DATA

FIELD CLOSURE=1'IN 10,000+
ANGLE POINT ERROR=< 20"
EQUIPMENT USED=E.D.M. & THEODOLITE
ADJUSTMENT METHOD=COMPASS RULE
PLAT CLOSURE=1'IN 100,000+

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN WERE NOT SUPPLIED TO THIS OFFICE.

LEGEND

IPF=IRON PIN FOUND
IPS=IRON PIN SET
R/W=RIGHT OF WAY
MAG= MAGNETIC
P.O.B.=POINT OF BEGINNING
B/L=BUILDING LINE
D.E.=DRAINAGE EASEMENT
N/F=NOW OR FORMERLY
F.W.P.D.=FIELD WORK PERFORMED DATE

GRAPHIC SCALE
0 20 40 80

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THROUGHOUT GEORGIA 1-800-282-7411
THREE WORKING DAYS BEFORE YOU DIG

Prepared For:

CLARENCE WHITE

Subdivision: CENTENNIAL PHASE 5

Lot: 239		P.B. 40 ~ PG. 168–171
Land Lot: 164		District: 7th
County: FAYETTE, GA		F.W.P.D. 04/10/09
Scale: 1" = 40'	Date: 04/14/09	Job No: 05-0363

GEORGIA REGISTERED No. 2688 PROFESSIONAL LAND SURVEYOR GERALD H. BERNHARD

DELTA SURVEYORS, INC.
surveyors planners development consultants
770–460–9342 ~ (fax) 770–460–7114
P.O. BOX 571
Fayetteville, GA 30214
JBAUGHMAN@DELTASURVEYORS.COM

DELTA SURVEYORS INC.
JOHN 3:16
MSN

07-09-05

Centennial HOA

The Vision of Volunteers Building Our Community

July 15, 2009

Council Members,

Please find attached the correspondence sent to Mr. Clarence White Jr. on May 5, 2009 in regards to the basketball court installed in his backyard. It is being submitted as part of the public record for the variance hearing on Thursday, July 16, 2009.

Please contact me if you have any additional questions or need further documentation. Thank you in advance for your consideration of this matter.

Respectfully,

Meghan Lowry

Centennial HOA Chair
770.487.0980
meghanlowry@bellsouth.net

Centennial
PO Box 87363
Atlanta, GA 30337

SECOND NOTICE OF VIOLATION

May 05, 2009

Clarence White Jr.
128 Century Park Place
Peachtree City, GA 30269

RE: 128 Century Park Place

Dear Owner:

We're writing on behalf of Centennial Homeowners Association concerning a Notice sent to you previously regarding a violation of the Association Covenant(s).

Unauthorized installation of Basketball Court.

Again, we request your help in our effort to preserve the appearance of the community, we ask for your cooperation by taking the following actions to correct the existing violation(s) involving your home within ten (10) days of the date of this letter:

Please notify the Board of Directors within ten (10) days as to the time frame for removing this installation.

The Association reserves the right to correct this violation if you do not cooperate voluntarily. Also, the Covenants allow the Association to impose a fine for Covenants violations and a fine may be imposed in this case. We have no desire to take this action and are hopeful that you will voluntarily comply with the Covenants.

This is the last Notice you will receive before this matter is referred to your Association's attorney. If this matter is referred to the attorney, all costs incurred to have this violation corrected will be assessed to you. You may direct any questions you have in writing and fax to (770) 907-3419.

We appreciate your cooperation on this matter.

Sincerely,

Rosemary Riccio
Associations Manager

cc: Board of Directors
Centennial Covenants Committee

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Financial Services Director P.S.
Assistant Financial Services Director

FROM: **Interim Community Development Director** David

DATE: **July 30, 2009**

SUBJECT: **First Public Hearing to discuss and consider adoption of amended Development Impact Fee Ordinance, to include a new Impact Fee Schedule**
August 6, 2009 City Council Agenda

Recommendation:
In accordance with O.C.G.A. § 36-71-6, the city must hold two public hearings prior to the adoption of an ordinance imposing a development impact fee. The law does not distinguish between adopting a new impact fee ordinance and amending an existing ordinance, and the City Attorney has advised the safer course of action would be to have two duly noticed public hearings before the proposed ordinance is adopted.

At the August 20, 2009 City Council meeting, Staff will be recommending that City Council adopt the amended Development Impact Fee Ordinance (Attachment "A") as recommended to include a single, city-wide service area and a new impact fee schedule as specified therein.

Discussion:
City Staff has been working with Ross+associates and the Development Impact Fee Advisory Committee to develop a new impact fee program for the city. The city's initial ordinance was adopted in1992 and has been modified as various sections of the city were developed. The current ordinance establishes a total of nine (9) service areas and identifies specific items within each service area where impact fees can be allocated. As each of these new service areas has come on line, the ordinance was not updated to account for the rate of inflation.

Staff recommends that City Council establish and base impact fees for new development on a single, city-wide service area. Changing from various service areas to a single service area in no way disintegrates or endangers the village concept, as services provided by the city are not confined or limited to specific villages. In essence, residents within each village have access to and utilize services provided by fire, police, parks and recreation, and library services.

The Impact Fee Methodology Report, which was adopted by City Council on May 7, 2009, analyzes and establishes methodologies to determine new development's fair share of the investment in fire, police, parks and recreation, and library services. The report also identified the need for new facilities and equipment to maintain established service levels throughout the city.

Within the Methodology Report, a Maximum Impact Fee Schedule (Attachment "B") was established which identified the ***maximum*** impact fee that could be assessed under State law for the public facility categories (Library, Parks and Recreation, Fire Protection, and Police). These fees were based on various land use categories, including residential, retail and commercial, office and industrial. It should be noted that, to date, the city has assessed and collected impact fees for residential development only, yet we have provided services to each of these land use categories.

The Methodology Report states:

> *"The city may adopt the maximum fee for any given public facility category, or could adopt a lower fee, as part of the Impact Fee Ordinance. In order to fulfill the Georgia Development Impact Fee Act (DIFA) requirement that new growth pay its fair, proportionate share, all fees in a particular public facility category could be reduced proportionately (that is, by the same percentage), but individual land use categories within the particular public facility category should not be individually reduced or deleted.*
>
> *It must be remembered that any reduction in the maximum allowable impact fee must be funded with other revenues – general fund or SPLOST, for instance. Such funding from general sales or property taxes will increase credit calculations for taxes generated by new development, further reducing the "net impact fee" calculated for the public facility category."*

Staff recommends that City Council adopt an impact fee schedule with the maximum impact fee that could be assessed under state law. Assessing the maximum fee will ensure that new development pays its fair, proportionate share for services provided by the city. The following table from the Methodology Report provides a summary of the historic and anticipated funding sources for capital improvement projects in each facility category. All figures are in net present value. The shortfall is the net amount that could be collected from new growth in the form of impact fees.

Overview of impact fee program – potential funding

Funding requirements	Libraries	Fire Protection	Police	Parks and Recreation	SUMMARY
CIE preparation	$3,100	$3,100	$3,100	$3,100	$12,400
New capital investment	$326,717	$6,132,382	$447,810	$4,081,434	$10,988,343
Net capital investment	**$329,817**	**$6,135,482**	**$450,910**	**$4,084,534**	**$11,000,743**
Funding responsibility (assuming maximum impact fee is assessed):					
Existing tax base	$11,051	$2,986,975	$-	$1,062,922	$4,042,948
New growth	**$318,766**	**$3,166,507**	**$450,910**	**$3,021,612**	**$6,957,795**
New growth revenue*:					
Taxes	$497	$100,838	$-	$47,105	$148,440
Shortfall (Impact fees)	**$(318,269)**	**$(3,065,669)**	**$(450,910)**	**$(2,974,507)**	**$(6,809,355)**

** The amount of tax revenue generated by future growth, as estimated in the Methodology Report, is directly related to the city's population and employment projections. This projection should be reviewed each year against other data, such as building permits and utility hook-ups, to confirm continued validity or to modify the methodologies.*

The Methodology Report states:

> *"Impact fees present an important potential revenue source for funding public facilities in Peachtree City. Decisions have been made regarding the level of service to be provided by the city – decisions by the City Council based on current plans or based on desired level of service standards – in order for facility planning to take place. Based on that planning, calculations have been carried out to identify what portion of future capital facilities could be funded through impact fee collections.*
>
> *In this report capital costs have been examined for several public facility categories: fire, police, parks and recreation, and library facilities. Based on plans by the city, the portion of future capital costs that could be met through impact fees was calculated. In short, impact fees could be used to fund 62% of the local capital costs in these public facility categories, and at the desired level of service standards, over the period of 2008 – 2027. Of the $11.0 million in local capital costs, $6.8 million could come through impact fee collection.*
>
> *Impact fees can play an important role in any funding strategy. If general funds alone were used to meet the $11.0 million in local capital costs, the city would need to charge an average of about 0.31 additional mills in property tax for each of the 20 years covered by the report in order to fund these capital projects. Impact fees, as a component of a funding strategy, are just one part of the potential scenario, and can be refined as necessary over time. For instance, the future addition of a new SPLOST program can affect the funding strategy, as can the issuance of general obligation bonds or other loan investments.*

In the end, impact fees represent a potential funding source that must be balanced against the other needs of the city. In this report the maximum allowable impact fee has been calculated; this is the most that could be charged to new growth. If impact fees are adopted, the impact fee amount ultimately charged would represent a shifting of the burden to fund these capital projects from the tax base as a whole, to the new developments actually demanding the services being added through these projects.

In short:

Total $11.0 million in local costs to be funded for capital improvements in:

- *Fire ($6.1 million)*
- *Police ($0.5 million)*
- *Parks and Recreation ($4.1 million)*
- *Libraries ($0.3 million)*

Total to support new growth: $7 million

WITH impact fee program in place:

- *Tax rate to fund ineligible portions of projects: about 0.11 mills per year, for twenty years*
- *Impact fees from new growth: $6.8 million*

WITHOUT impact fee program:

- *Tax rate to fund all remaining improvements: about 0.31 mills per year for the next twenty years.*
- *Taxes generated by current tax base: $9.9 million*
- *Taxes generated by new growth: $1.1 million."*

Staff prepared an analysis identifying projected impact fee revenue at 100%, 75% and 50% of the maximum impact fee (Attachment "C"). Again, any reduction in the maximum allowable impact fee must be funded with other revenue sources.

Staff has also prepared an analysis of what the impact fee would be in each of the established service areas in today's dollars if they had been updated regularly to account for the rate of inflation (Attachment "D"). This analysis identifies that, even with inflation, the city's current impact fee program may not have accounted for new development's fair share of improvements and investments in public facilities.

This analysis also identifies that the average impact fee in the four current service areas where lots remain to be developed, based on what is being assessed in our current ordinance, would be $2,372.25 per lot or dwelling unit. Factoring in the rate of inflation, the impact fee would increase to $2,974.56. City Staff is recommending that the impact fee for new residential development be established at 3,466.43 per dwelling unit, and that the city establish impact fees for retail and commercial, office and industrial uses.

Budget Impact:
Adoption of an amended impact fee ordinance will have a net positive impact on the city's budget.

Attachment

DRAFT DRAFT

DEVELOPMENT IMPACT FEE ORDINANCE
CITY OF PEACHTREE CITY, GEORGIA

Attachment "A"

Georgia, City of Peachtree City

DEVELOPMENT IMPACT FEE ORDINANCE

Section 1. Short Title, Authority, and Applicability.

1.01. Short title.

This Ordinance shall be known and may be cited as the "Development Impact Fee Ordinance of Peachtree City, Georgia," or, for brevity, the "Impact Fee Ordinance."

1.02. Authority.

This Ordinance has been prepared and adopted by the City Council of Peachtree City, Georgia, in accordance with the authority provided by Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia, the Georgia Development Impact Fee Act (O.C.G.A. 36-71-1 *et seq.* as amended), and such other laws as may apply to the provision of public facilities and the power to charge fees for such facilities.

1.03. Applicability

1. The provisions of this Ordinance shall not be construed to limit the power of Peachtree City, Georgia, to use any other legal methods or powers otherwise available for accomplishing the purposes set forth herein, either in substitution of or in conjunction with this Ordinance.
2. This Ordinance shall apply to all areas under the regulatory control and authority of Peachtree City, Georgia, and such other areas as may be included by intergovernmental agreement.

Section 2. Findings, Purpose, and Intent.

2.01. Findings.

The City Council of Peachtree City, Georgia, finds and declares:

1. That an equitable program for planning and financing public facilities to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety, and general welfare of the citizens of Peachtree City; and
2. That certain public facilities as herein defined have been and must be further expanded if new growth and development is to be accommodated at the same level of service available to existing development; and

3. That it is fair and equitable that new growth and development shall bear a proportionate share of the cost of such public facilities necessary to serve new growth and development.

2.02. Purpose.

1. The purpose of this Ordinance is to impose impact fees, as hereinafter set forth, for certain public facilities, as hereinafter defined.
2. It is also the purpose of this Ordinance to ensure that adequate public facilities are available to serve new growth and development in Peachtree City and to provide that new growth and development bears a proportionate share of the cost of new public facilities needed to serve them.

2.03. Intent.

This Ordinance is intended to implement and be consistent with the Peachtree City Comprehensive Plan, as it may be adopted or amended in accord with the Georgia Comprehensive Planning Act (O.C.G.A. 50-8-1 *et seq.*); and the applicable *Minimum Standards and Procedures for Local Comprehensive Planning* and the *Development Impact Fee Compliance Requirements*, both as adopted by the Georgia Board of Community Affairs and amended from time to time.

Section 3. Rules of Construction and Definitions.

The provisions of this Ordinance shall be construed so as to effectively carry out its purpose in the interest of the public health, safety, and general welfare of the citizens of Peachtree City.

3.01. Rules of Construction.

Unless otherwise stated in this Ordinance, the following rules of construction shall apply to the text of this Ordinance:

1. In the case of any difference of meaning or implication between words or phrases as used in this Ordinance and as used in other codes, regulations or laws of Peachtree City, such difference shall not affect the meaning or implication of such words or phrases as used in this Ordinance.
2. In the case of any difference of meaning or implication between the text of this Ordinance and any caption, illustration, summary table or illustrative table, the text shall control.
3. The word "shall" is always mandatory and not discretionary; the word "may" is permissive.
4. Words used in the present tense shall include the future and words used in the singular number shall include the plural and the plural the singular, unless the context clearly indicates the contrary.
5. The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other legal or similar entity.
6. The conjunction "and" indicates that all the connected terms, conditions, provisions, or events shall apply.

7. The conjunction "or" indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.
8. The use of "either . . . or" indicates that the connected items, conditions, provisions, or events shall apply singly and not in combination.
9. The word "includes" or "including" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.
10. The Article, Section, and paragraph headings and enumerations used in this Ordinance are included solely for convenience and shall not affect the interpretation of this Ordinance.

3.02. Definitions.

As used in this Ordinance, the following terms shall have the meaning set forth below.

1. **ADMINISTRATOR** means the City Manager of Peachtree City, Georgia, or the City Manager's designee, who is hereby charged with implementation and enforcement of this Ordinance.
2. **BUILDING PERMIT** is the permit required for new construction, completion of construction, or an interior finish pursuant to the applicable Building Code. As used herein, the term shall not include permits required for remodeling, rehabilitation, or other improvements to an existing structure provided there is no increase in the demand placed on those Public Facilities as defined herein.
3. **CAPITAL IMPROVEMENT** means an improvement with a useful life of ten years or more, by new construction or other action, which increases the service capacity of a public facility.
4. **CAPITAL IMPROVEMENTS ELEMENT** means that portion of the Peachtree City Comprehensive Plan that sets out projected needs for system improvements during the planning horizon established therein, which provides a schedule that will meet the anticipated need for system improvements, and which provides a description of anticipated funding sources for each required improvement, as most recently adopted or amended by the City Council.
5. **CITY** means Peachtree City, a municipal corporation of the State of Georgia.
6. **CITY COUNCIL** means the City Council of Peachtree City, Georgia.
7. **COMMENCEMENT OF CONSTRUCTION**, for private development, means initiation of physical construction activities as authorized by a development or building permit and leading to completion of a foundation inspection or other initial inspection and approval by a public official charged with such duties; and for public projects, means expenditure or encumbrance of any funds, whether they be Development Impact Fee funds or not, for a Public Facilities project, or advertising of bids to undertake a Public Facilities project.
8. **COMPREHENSIVE PLAN** means the Peachtree City Plan or Planning Elements as adopted or amended in accord with the Georgia Comprehensive Planning Act (O.C.G.A. 50-8-1 *et seq.*) and the applicable

Minimum Standards and Procedures for Local Comprehensive Planning as adopted by the Georgia Board of Community Affairs.

9. **DAY** means a calendar day, unless otherwise specifically identified as a "work" day or other designation when used in the text.
10. **DEVELOPER** means any person or legal entity undertaking development.
11. **DEVELOPMENT** means any action which creates demand on or need for public facilities, as defined herein, and includes any construction or expansion of a building, structure, or use; any change in use of land, a building, or structure; or the connection of any building or structure to a public utility.
12. **DEVELOPMENT APPROVAL** means written authorization, such as issuance of a building permit, land disturbance permit or other approval for grading or site development, or other forms of official action required by local law or regulation prior to commencement of construction.
13. **DEVELOPMENT IMPACT FEE** means the payment of money imposed upon and paid by new development as a condition of development approval as its proportionate share of the cost of system improvements needed to serve it.
14. **ENCUMBER** means to legally obligate by contract or otherwise commit to use by appropriation or other official act of Peachtree City, Georgia.
15. **EXCESS CAPACITY** means that portion of the capacity of a public facility or system of public facilities which is beyond that necessary to provide adequate service to existing development at the adopted level-of-service standard.
16. **FEEPAYOR** means that person or entity who pays a development impact fee, or his or her legal successor in interest when the right or entitlement to any refund of previously paid development impact fees which is required by this Ordinance has been expressly transferred or assigned to the successor in interest.
17. **INDIVIDUAL ASSESSMENT DETERMINATION** means a finding by the Administrator that an Individual Assessment Study does or does not meet the requirements for such a study as established by this Ordinance or, if the requirements are met, the fee calculated therefrom.
18. **INDIVIDUAL ASSESSMENT STUDY** means the engineering, financial, or economic documentation prepared by a feepayor or applicant to allow individual determination of a development impact fee other than by use of the applicable fee schedule.
19. **LEVEL OF SERVICE** means a measure of the relationship between service capacity and service demand for specified public facilities as established by Peachtree City, Georgia in terms of demand to capacity ratios or the comfort and convenience of use or service of such public facilities or both.
20. **PRESENT VALUE** means the current value of past, present, or future payments, contributions, or dedications of goods, services, materials, construction, or money, as calculated using accepted methods of financial analysis for determination of "net present value."
21. **PROJECT** means a single improvement or set of interrelated improvements undertaken together within a finite time period at a

specific location. With regard to land development, a project may be identified as those construction activities authorized collectively by a building permit or other development approval, or for an interrelated collection of buildings and common public facilities such as a residential subdivision or an office park.

22. **PROJECT IMPROVEMENTS** means site specific improvements or facilities that are planned, designed, or built to provide service for a specific development project and that are necessary for the use and convenience of the occupants or users of that project only, and that are not "system" improvements. The character of the improvement shall control a determination of whether an improvement is a "project" improvement or a "system" improvement, and the physical location of the improvement on-site or off-site shall not be considered determinative of whether an improvement is a "project" improvement or a "system" improvement. A project improvement may provide no more than incidental service or facility capacity to persons other than users or occupants of the particular project they serve. No improvement or facility included in a plan for public facilities and approved for public funding by Peachtree City, Georgia shall be considered a project improvement.

23. **PROPERTY OWNER** means that person or entity that holds legal title to property.

24. **PROPORTIONATE SHARE** means that portion of the cost of system improvements that is reasonably and fairly related to the service demands and needs of a project.

25. **PUBLIC FACILITIES** means: (A) Parks, open space, and recreation areas and related facilities; and (B) Public safety facilities, including sheriff, inmate housing, fire, emergency medical, and rescue facilities; (C) Libraries and related facilities; and (D) Roads, streets, and bridges, including rights of way, traffic signals, landscaping, and any other components of state or federal highways.

26. **SERVICE AREA** means a geographically defined area as designated in the Capital Improvements Element of the Comprehensive Plan in which a defined set of public facilities provide or are proposed to provide service to existing or future development.

27. **SYSTEM IMPROVEMENT COSTS** means costs incurred to provide public facilities capacity to serve new growth and development, including the costs of planning, design, engineering, construction, land acquisition, and land improvement for the construction or reconstruction of facility improvements or expansions. System improvement costs include the construction contract price, surveying and engineering fees, related land acquisition costs (including land purchases, court awards and costs, attorneys' fees, and expert witness fees), and expenses incurred for qualified staff or any qualified engineer, planner, architect, landscape architect, or financial consultant for preparing or updating the capital improvements element, and administrative costs of up to three (3) percent of the total of all other system improvement costs. Projected interest charges and other finance costs may be included if the impact fees are to be used for the payment of principal and interest on bonds, notes, or other financial obligations issued to finance system improvements, but such costs do not include routine and periodic maintenance expenditures, personnel training, and other operating costs.

28. **SYSTEM IMPROVEMENTS** means capital improvements that are public facilities designed to provide service to more than one project or to the community at large, in contrast to "project" improvements.
29. **UNIT OF DEVELOPMENT** means the standard incremental measure of land development activity for a specific type of land use upon which the rate of demand for public service and facilities is based, such as a dwelling unit, square foot of floor area, motel room, etc.
30. **UNUSED OR EXCESS IMPACT FEE** means any individual impact fee payment from which no amount of money or only a portion thereof has been encumbered or expended according to the requirements of this Ordinance.

Section 4. Imposition of Development Impact Fees.

Any person who after the effective date of this Ordinance engages in development shall pay a development impact fee in the manner and amount set forth in this Ordinance.

4.01. Construction Not Subject to Impact Fees.

The following projects and construction activities do not constitute "development" as defined in this Ordinance, and are therefore not subject to the imposition of impact fees:

1. Rebuilding no more than the same number of units of development as defined in this Ordinance that were removed by demolition, or destroyed by fire or other catastrophe, on the same lot or property.
2. Remodeling or repairing a structure that does not result in an increase in the number of units of development.
3. Replacing a residential housing unit with another housing unit on the same lot or property.
4. Placing or replacing a manufactured home in a manufactured home park on a prepared manufactured home pad in existence and operation prior to the effective date of this Ordinance.
5. Placing a temporary construction or sales office on a lot during the period of construction or build-out of a development project.
6. Constructing an addition to or expansion of a residential housing unit that does not increase the number of housing units.
7. Adding uses that are typically accessory to residential uses and intended for the personal use of the residents, such as a deck or patio, satellite antenna, pet enclosure, or private recreational facilities such as a swimming pool.

4.02. Grandfathered Projects.

1. Notwithstanding any other provision of this Ordinance, that portion of a project for which a valid building permit has been issued prior to the effective date of this Ordinance shall not be subject to development impact fees so long as the permit remains valid and construction is commenced and is pursued according to the terms of the permit.

2. Any building for which a valid and complete application for a building permit has been received prior to the effective date of this Ordinance may proceed without payment of fees otherwise imposed by this Ordinance, provided that:

   a. all fees and development exactions in effect prior to the effective date of this Ordinance shall be or have been paid in full; and,

   b. said construction shall be commenced, pursued and completed within the time established by the building permit, or within 180 days, whichever is later.

4.03. Method of Calculation.

1. Any development impact fee imposed pursuant to this Ordinance shall not exceed a project's proportionate share of the cost of system improvements, shall be calculated on the basis of the establishment of service areas, and shall be calculated on the basis of levels of service for public facilities that are the same for existing development as for new growth and development, as established in the Capital Improvements Element of the Comprehensive Plan.

2. Notwithstanding anything to the contrary in this Ordinance, the calculation of impact fees shall be net of credits for the present value of ad valorem taxes or other revenues as established in the Capital Improvements Element of the Comprehensive Plan, and which:

   a. are reasonably expected to be generated by new growth and development; and

   b. are reasonably expected on the basis of historical funding patterns to be made available to pay for system improvements of the same category and in the same service area for which an impact fee is imposed.

3. The method of calculating impact fees for public facilities under this Ordinance shall be maintained for public inspection as a part of the official records of Peachtree City, Georgia, and may be amended from time to time by official act.

4. In addition to the cost of new or expanded system improvements needed to be built to serve new development, the cost basis of a development impact fee may also include the proportionate cost of existing system improvements to the extent that such public facilities have excess service capacity and new development will be served by such facilities, as established in the Capital Improvements Element of the Comprehensive Plan.

5. Development impact fees shall be based on actual system improvement costs or reasonable estimates of such costs, as set forth in the Capital Improvements Element of the Comprehensive Plan.

Section 5. Fee Assessment and Payment.

5.01. Fee Schedule.

1. Payment of a development impact fee pursuant to the fee schedule attached hereto and incorporated herein as Attachment A for a property located inside of Peachtree City, shall constitute full and complete payment of the project's proportionate share of system improvements as individually levied by Peachtree City, and shall be deemed to be in compliance with the requirements of this Ordinance.
2. When a land development activity for which an application for a building permit has been made includes two or more buildings, structures or other land uses in any combination, including two or more uses within a building or structure, the total development impact fee shall be the sum of the fees for each and every building, structure, or use, including each and every use within a building or structure.
3. In the event that an applicant contends that the land use category of the proposed development is not shown on the fee schedule or fits within a different category, then:
   a. The Administrator in his or her sole discretion shall make a determination as to the appropriate land use designation and the appropriate development impact fee.
   b. In making such determination, the Administrator may require such additional information from the applicant as necessary to form a logical fee determination relative to the impact fees shown on the adopted fee schedule.
   c. If a land use designation is not in a category contained in this Ordinance, then an appropriate new category may be added by the Administrator and an appropriate fee established under the City's current impact fee methodology, subject to annual confirmation by the City Council.
   d. Appeals from the decision of the Administrator shall be made to the City Council in accordance with the Administrative Appeals Section of this Ordinance.

5.02. Timing of Assessment and Payment.

1. Development impact fees shall be assessed at the time of application for a building permit.
2. All development impact fees shall be collected no earlier than the time of issuance of a building permit, and no later than as a prerequisite to issuance of a Certificate of Occupancy for the building.
3. For projects not involving issuance of a building permit, all development impact fees shall be collected at the time of approval of the development permit or such other authorization to commence construction or to commence use of a property.
4. If the final use of a building cannot be determined at the time of the initial building permit, the Administrator shall have the authority to assess a development impact fee based on the most likely use of the building, and shall adjust the fee in accordance with the actual use prior

to issuance of an interior finishes permit or approval of a Certificate of Occupancy. An adjustment may result in a refund to the feepayor or payment of the marginal increase of the adjusted fee over the amount already paid.

5. Notwithstanding any other provision of this Ordinance, any future change in demand for public facilities in excess of the average demand anticipated at the time of issuance of the building permit shall be assessed such additional fee as would otherwise have been due. Future changes in demand may result from a change in the land use category of the occupant of the building or property, the expansion of a building or use on a property that results in an increase in the units of development (as defined herein), or the subsequent discovery of facts unknown or misrepresented at the time of issuance of the building permit.

5.03. Individual Assessment Determinations.

Individual assessments of development impact fees may be established as follows:

1. At their option, an applicant for development approval may petition the Administrator for an individual assessment determination of development impact fees due for their project in lieu of the fee established on the fee schedule attached hereto and incorporated herein as Attachment A.
2. In the event that an applicant elects an individual assessment, the applicant shall submit an individual assessment study. Each individual assessment study shall:
    a. be based on relevant and credible information from an accepted standard source of engineering or planning data; or,
    b. be based on actual, relevant, and credible studies or surveys of facility demand conducted in Peachtree City or its region, carried out by qualified engineers or planners pursuant to accepted methodology; and,
    c. provide any other written specifications as may be reasonably required by the Administrator to substantiate the individual assessment determination.
3. The Administrator in his or her sole discretion shall determine whether the content of an individual assessment study satisfies the requirements of this Ordinance. A negative determination by the Administrator may be appealed to the City Council in accordance with the Administrative Appeals Section of this Ordinance.
4. Any fee approved as an individual assessment determination shall have standing for 180 days following the date of approval. Payment of such an approved individual assessment determination shall constitute full and complete payment of the project's proportionate share of system improvements as individually levied by Peachtree City, and shall be deemed to be in compliance with the requirements of this Ordinance.

5.04. Fee Certification.

Upon application to the Administrator, a developer may receive a certification of the development impact fee schedule attached hereto and incorporated herein as Attachment A or a certified fee for a particular project, as applicable. Such certified schedule or fee shall establish the development impact fee due for a period of 180 days from the date of certification, even if new or revised rate schedules are adopted in the interim.

Section 6. Exemptions

6.01. Exemption Policy

The City Council of Peachtree City finds that certain office, retail trade or industrial uses that create unusually high investment, economic or job creation benefits represent extraordinary economic development and employment growth of public benefit to Peachtree City in proportion to the creation of such benefits. To encourage such development projects, the City Council may consider granting a reduction in the impact fee for such a development project upon the determination and relative to the extent that the business or project represents extraordinary economic development and employment growth of public benefit to Peachtree City, in accordance with adopted exemption criteria. It is also recognized that the cost of system improvements otherwise foregone through exemption of any impact fee must be funded through revenue sources other than impact fees.

6.02. Process for Exemption Approval

An application for exemption shall be considered under the following procedures:

1. Application for exemption approval must be made by the building permit applicant to the Administrator. A building permit may be issued upon approval of an exemption, or may be issued without payment of applicable impact fees following receipt of a complete exemption application and pending its approval, but a Certificate of Occupancy shall not be issued until a decision regarding the exemption has been made, or until such time that the application for exemption is otherwise withdrawn by the applicant and payment of impact fees have been paid.
2. Documentation must be provided to the Administrator that demonstrates the applicant's eligibility for an exemption. This documentation shall address, but need not be limited to, all applicable exemption criteria adopted by the City. This documentation constitutes the application for exemption.
3. The Administrator in his or her sole discretion shall determine whether an application for exemption addresses the exemption criteria adopted by the City and is complete. A negative determination by the Administrator may be appealed to the City Council in accordance with the Administrative Appeals Section of this Ordinance.
4. The Administrator or the City Council shall determine the eligibility for and extent of exemption, in accordance with the standards and procedures contained in the exemption criteria adopted by the City Council. If action by the City Council is required, the application for exemption shall be considered at the next regularly scheduled meeting of the City Council that falls at least two weeks after a complete application for exemption has been received by the Administrator.

Section 7. Deposit and Expenditure of Fees.

7.01. Maintenance of Funds.

1. All development impact fee funds collected for future expenditure on construction or expansion of facilities pursuant to this Ordinance shall be maintained in one or more interest-bearing accounts until encumbered or expended. Restrictions on the investment of development impact fee funds shall be the same that apply to investment of all such funds generally.
2. Separate accounting records shall be maintained for each category of system improvements within each service area wherein fees are collected.
3. Interest earned on development impact fees shall be considered funds of the account on which it is earned and shall be subject to all restrictions placed on the use of development impact fees under this Ordinance.

7.02. Expenditures; Restrictions.

1. Expenditures from the impact fee accounts shall be made only for the category of system improvements within the service area for which the development impact fee was assessed and collected.
2. Except as provided below, development impact fees shall not be expended for any purpose that does not involve building or expanding system improvements that create additional capacity available to serve new growth and development.
3. Notwithstanding anything to the contrary in this Ordinance, the following shall be considered general revenue of Peachtree City, and may be expended accordingly:
   a. impact fees collected to recover the present value of excess capacity in existing system improvements;
   b. any portion of an impact fee collected as a repayment for expenditures made by Peachtree City for system improvements intended to be funded by such impact fee; and,
   c. any portion of the impact fee (but not to exceed three percent of the total) collected and allocated by the Administrator for administration of the impact fee ordinance, and such additional amount assessed for repayment of the cost of preparing the Capital Improvements Element of the Comprehensive Plan.

7.03. Annual Report.

1. The Administrator shall prepare an annual report to the City Council as part of the annual audit describing the amount of any development impact fees collected, encumbered, and used during the preceding fiscal year by category of public facility and service area.
2. Such annual report shall be prepared following guidelines of the Georgia Department of Community Affairs (DCA), and submitted to DCA in conjunction with the annual update of the Capital Improvements Element of the Comprehensive Plan.

Section 8. Credits.

When eligible, feepayors shall be entitled to a credit against impact fees otherwise due and owing under the circumstances and in the manner set forth in this Section.

8.01. Credits; Restrictions.

1. Except as provided in Paragraph 2 below, no credit shall be given for construction, contribution, or dedication of any system improvement or funds for system improvements made before the effective date of this Ordinance.
2. If the value of any construction, dedication of land, or contribution of money made by a developer (or his or her predecessor in title or interest) prior to the effective date of this Ordinance for system improvements that are included for impact fee funding in the Capital Improvements Element of the Comprehensive Land Use Plan, is greater than the impact fee that would otherwise have been paid for the Project, then the developer shall be entitled to a credit for such excess construction, dedication, or funding. Notwithstanding anything to the contrary in this Ordinance, any credit due under this section shall not constitute a liability of Peachtree City, and shall accrue to the developer to the extent of impact fees assessed for new development for the same category of system improvements within the same service area.
3. In no event shall credit be given for project improvements, or for system improvements not included for impact fee funding in the Capital Improvements Element of the Comprehensive Plan.

8.02. Granting of Credits.

1. Credit shall be given for the present value of any construction of improvements, contribution or dedication of land, or payment of money by a developer or his or her predecessor in title or interest for system improvements of the same public facilities category and in the same service area for which a development impact fee is imposed, provided that:
   a. the system improvement is included for impact fee funding in the Capital Improvements Element of the Comprehensive Land Use Plan;
   b. the amount of the credit does not exceed the portion of the system improvement's cost that is eligible for impact fee funding, as shown in the Capital Improvements Element; and,
   c. the City Council shall have explicitly approved said improvement, contribution, dedication, or payment and the value thereof prior to its construction, dedication, or transfer.
2. The credit allowed pursuant to this Section shall not exceed the impact fee due for such system improvement unless a greater credit is authorized under a private agreement executed under the provisions of Section 9 of this Ordinance.

8.03. Guidelines for Credit Valuation.

Credits under this Section shall be valued using the following guidelines:

1. For the construction of any system improvements by a developer or his or her predecessor in title or interest and accepted by the City, the developer must present evidence satisfactory to the Administrator of the original cost of the improvement, from which present value may be calculated.
2. For any contribution or dedication of land for system improvements by a developer or his or her predecessor in title or interest and accepted by the City, the original value of the land shall be the same as that attributed to the property by the validated tax appraisal at the time of dedication, from which present value may be calculated.
3. For any contribution of capital equipment that qualifies as a system improvement by a developer or his or her predecessor in title or interest and accepted by the City, the value shall be the original cost to the developer of the capital equipment or the cost that Peachtree City, Georgia would normally pay for such equipment, whichever is less.
4. For any contribution of money for system improvements from a developer or his or her predecessor in title or interest accepted by the City, the original value of the money shall be the same as that at the time of contribution, from which present value may be calculated.
5. In making a present value calculation, the discount rate used shall be the net of the interest returned on a State of Georgia, AA rated or better municipal bond less average annual inflation, or such other discount rate as the City Council in its sole discretion may deem appropriate.

8.04. Credits; Application.

1. Credits shall be given only upon written request of the developer to the Administrator. A developer must present written evidence satisfactory to the Administrator at or before the time of development impact fee assessment.
2. The Administrator, in his or her sole discretion, shall review all claims for credits and make determinations regarding the allowance of any claimed credit, and the value of any allowed credit.
3. Any credit approved by the Administrator shall be acknowledged in writing by the Administrator and calculated at the time of impact fee assessment.

8.05. Credits; Abandoned Building Permits.

In the event that an impact fee is paid but the building permit is abandoned, credit shall be given for the present value of the impact fee against future impact fees for the same parcel of land, upon submission of adequate evidence to the Administrator that an impact fee was received by the City, the amount paid, and that the building permit was abandoned.

Section 9. Refunds.

9.01. Eligibility for a Refund.

1. Upon the request of a feepayor regarding a property on which a development impact fee has been paid, the development impact fee shall be refunded if:
   a. capacity is available in the Public Facilities for which the fee was collected but service is permanently denied; or,
   b. the development impact fee has not been encumbered or construction has not been commenced within six years after the date the fee was collected.
2. In determining whether development impact fees have been encumbered, development impact fees shall be considered encumbered on a first-in, first-out (FIFO) basis.

9.02. Notice of Entitlement to a Refund.

When the right to a refund exists due to a failure to encumber the development impact fees, the Administrator shall provide written notice of entitlement to a refund to the feepayor who paid the development impact fee at the address shown on the application for development approval or to a successor in interest who has given adequate notice to the Administrator of a legal transfer or assignment of the right to entitlement to a refund and who has provided a mailing address. Such notice shall also be published in a newspaper of general circulation in Peachtree City within 30 days after the expiration of the six year period after the date that the development impact fee was collected and shall contain a heading "Notice of Entitlement to Development Impact Fee Refund." No refund shall be made for a period of 30 days from the date of said publication.

9.03. Filing a Request for a Refund.

All requests for refunds shall be made in writing to the Administrator within one year of the time the refund becomes payable or within one year of publication of the notice of entitlement to a refund, whichever is later. Failure to make a claim for a refund within said time period shall result in a waiver of all claims to said funds.

9.04. Payment of Refunds.

1. All refunds shall be made to the feepayor within 60 days after it is determined by the Administrator that a sufficient proof of claim for refund has been made, but no sooner than 30 days after publication of the notice of entitlement to the refund.
2. A refund shall include a refund of a pro rata share of interest actually earned on the unused or excess impact fee collected.
3. In no event shall a feepayor be entitled to a refund for impact fees assessed and paid to recover the cost of excess capacity in existing system improvements, for any portion of an impact fee collected as a repayment for expenditures made by Peachtree City for system improvements intended to be funded by such impact fee, or for that

portion of the fee payment that was assessed for administration of the impact fee ordinance or for recovery of the cost of preparation of the Capital Improvements Element of the Comprehensive Plan.

Section 10. Private Contractual Agreements.

10.01. Private Agreements; Authorized.

Nothing in this Ordinance shall prohibit the voluntary mutual approval of a private contractual agreement between the City and any developer or property owner or group of developers and/or property owners in regard to the construction or installation of system improvements and providing for credits or reimbursement for system improvement costs incurred by a developer, including interproject transfers of credits or providing for reimbursement for project improvement costs which are used or shared by more than one development project, provided that:

1. The system improvements are included for impact fee funding in the Capital Improvements Element of the Comprehensive Plan; and,
2. The amount of any credit or reimbursement granted shall not exceed the portion of the system improvement's cost that is eligible for impact fee funding.

10.02. Private Agreements; Provisions.

A private contractual agreement for system improvements may include, but shall not be limited to, provisions which:

1. Modify the estimates of impact on public facilities according to the methods and provisions concerning the calculation of impact fees, provided that any such agreement shall allow the City to assess additional development impact fees after the completion of construction according to schedules set forth in this Ordinance.
2. Permit construction of, dedication of property for, or other in-kind contribution for specific public facilities of the type for which development impact fees would be imposed in the same service area in lieu of or with a credit against applicable development impact fees.
3. Permit a schedule and method of payment appropriate to particular and unique circumstances of a proposed project in lieu of the requirements for payment under this Ordinance, provided that acceptable security is posted ensuring payment of the development impact fees. Forms of security that may be acceptable include a cash bond, irrevocable Letter of Credit from a bank authorized to do business within the State of Georgia, a surety bond, or lien or mortgage on lands to be covered by the building permit.

10.03. Private Agreements; Procedure.

1. Any private agreement proposed by an applicant pursuant to this Section shall be submitted to the Administrator for review, negotiation, and submission to the City Council.

2. Any such agreement must be presented to and approved by the City Council of Peachtree City, Georgia prior to the issuance of a building permit.

3. Any such agreement shall provide for execution by mortgagees, lien holders or contract purchasers in addition to the landowner, and shall require the applicant to submit such agreement to the Clerk of Superior Court for recording.

Section 11. Periodic Review and Amendments.

11.01. Ordinance Amendments.

1. This Ordinance may be amended from time to time as deemed appropriate or desirable.

2. Interim amendments to the impact fee schedule regarding the establishment of new land use categories by the Administrator under Section 5.01.3.c are expressly authorized, and shall be confirmed by the City Council when this Ordinance is subsequently amended.

11.02. Capital Improvements Element Periodic Review.

1. Update. At least once each year, the City Council shall review and may update the Capital Improvements Element so as to maintain, at a minimum, a schedule of system improvements for each of the subsequent five years. The Capital Improvements Element Update may include changes in funding sources or project costs, or changes in the list or scheduling of projects. The Capital Improvements Element Update shall be submitted to the Regional Development Center for their review, in accordance with the *Development Impact Fee Compliance Requirements* as adopted by the Board of Community Affairs of the State of Georgia.

2. Amendment. In conducting a periodic review of the Capital Improvements Element and calculation of development impact fees, the City Council may determine to amend the Capital Improvements Element. Amendments to the Capital Improvements Element shall comply with the procedural requirements of the *Development Impact Fee Compliance Requirements* as adopted by the Board of Community Affairs of the State of Georgia, and shall be required for any change to the Capital Improvements Element that would:

   a. redefine growth projections, land development assumptions, or goals or objectives that would affect system improvements proposed in the Capital Improvements Element;

   b. add new public facility categories for impact fee funding, modify impact fee service areas or make changes to system improvement projects;

   c. change service levels established for an existing impact fee service area; or

   d. make any other revisions needed to keep the Capital Improvements Element up to date.

11.03. Continuation of Validity.

Failure of the City Council to undertake a periodic review of the Capital Improvements Element shall result in the continued use and application of the latest adopted development impact fee schedule and other data. The failure to periodically review such data shall not invalidate this Ordinance.

Section 12. Administrative Appeals.

12.01. Eligibility to File an Appeal.

Only applicants or feepayors who have already been assessed an impact fee by the City or who have already received a written determination of individual assessment, refund or credit amount shall be entitled to an appeal.

12.02. Appeals Process.

1. The aggrieved applicant or feepayor (hereinafter, the "appellant") must file a written appeal with the Administrator within 15 days of the decision or receipt of written determination from which the appeal is taken.
2. Such written appeal shall constitute an application for relief, shall be of sufficient content to set forth the basis for the appeal and the relief sought, and shall include:
    a. The name and address of the appellant;
    b. The location of the affected property;
    c. A copy of any applicable written decision or determination made by the Administrator (from which the appeal is taken);
3. Within 15 days after receipt of the appeal, the Administrator shall make a written final decision with respect to the appeal, such decision to be of sufficient content to set forth the basis for the determination.
4. Appeals from the final decision of the Administrator shall be made to the City Council within 30 days of receipt by the appellant of the Administrator's decision. Delivery by hand or certified mail to, or posting upon the property at, the address given by the appellant in the application for relief shall constitute "receipt by the appellant" under this provision.
5. The City Council shall thereafter hold a hearing on the appeal within 30 days provided that at least 2 weeks written notice thereof can be given to the appellant. The City Council shall decide the issue within a reasonable time following the hearing, but in no case more than 15 days following the hearing, unless the appellant agrees to an extension to a later date. Any party making an appeal shall have the right to appear at the hearing to present evidence and may be represented by counsel.

12.03. Payment of Impact Fee during Appeal.

1. The filing of an appeal shall not stay the collection of a development impact fee as a condition to the issuance of development approval.
2. A developer may pay a development impact fee under protest to obtain a development approval, and by making such payment shall not be

estopped from exercising this right of appeal or receiving a refund of any amount deemed to have been collected in excess.

Section 13. Enforcement and Penalties.

13.01. Enforcement Authority.

1. The enforcement of this Ordinance shall be the responsibility of the Administrator and such personnel as the Administrator may designate from time to time.
2. The Administrator shall have the right to inspect the lands affected by this Ordinance and shall have the right to issue a written notice, a stop work order or citation for violations, as the Administrator in his or her sole determination may deem appropriate to the circumstances. Refusal of written notice of violation, stop work order or citation under this Ordinance shall constitute legal notice of service. The citation shall be in the form of a written official notice issued in person or by certified mail to the owner of the property, or to his or her agent, or to the person performing the work. The receipt of a citation shall require that corrective action be taken within thirty (30) days unless otherwise extended at the discretion of the Administrator.
3. The Administrator may suspend or revoke any building permit or withhold the issuance of other development approvals. if the provisions of this Ordinance have been violated by the developer or the owner or their assigns.

13.02. Violations.

1. Knowingly furnishing false information on any matter relating to the administration of this Ordinance shall constitute an actionable violation.
2. Proceeding with construction of a project that is not consistent with the project's impact fee assessment, such as the use category claimed or units of development indicated, shall constitute an actionable violation.
3. Failure to take corrective action following the receipt of a citation shall constitute an actionable violation.
4. A violation of this Ordinance shall be a misdemeanor punishable according to law, including the general penalty provisions of the Peachtree City Code of Ordinances. In addition to or in lieu of criminal prosecution, the City Council shall have the power to sue in law or equity for relief in civil court to enforce this Ordinance, including recourse to such civil and criminal remedies in law and equity as may be necessary to ensure compliance with the provisions of this Ordinance, including but not limited to injunctive relief to enjoin and restrain any person from violating the provisions of this Ordinance and to recover such damages as may be incurred by the implementation of specific corrective actions.

Section 14. Repealer, Severability, and Effective Date.

14.01. Repeal of Conflicting Laws.

Any and all ordinances, resolutions, or regulations, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent of such conflict.

14.02. Severability.

If any sentence, clause, part, paragraph, section, or provision of this Ordinance is declared by a court of competent jurisdiction to be invalid, the validity of the Ordinance as a whole or any other part hereof shall not be affected.

14.03. Incorporation by Reference of Georgia Law.

It is the intent of the City Council that the Development Impact Fee Ordinance of Peachtree City, Georgia comply with the terms and provisions of the Georgia Development Impact Fee Act (O.C.G.A. 36-71-1 *et seq.* as amended). To the extent that any provision of this Ordinance is inconsistent with the provisions of said Chapter 36-71, the latter shall control. Furthermore, to the extent that this Ordinance is silent as to any provision of said Chapter 36-71 that is otherwise made mandatory by said Chapter 36-71, such provision shall control and shall be binding upon the City.

14.04. Effective Date.

This Ordinance shall take effect on adoption.

BE IT SO ORDAINED this _____ day of __________, 2009, by the

CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA.

____

Mayor, City of Peachtree City

____

City Manager, City of Peachtree City

Attachment A

DRAFT Fee Schedule—Peachtree City, GA

TO BE DETERMINED BY CITY COUNCIL

PEACHTREE CITY MAXIMUM ALLOWABLE IMPACT FEE SCHEDULE

Land Use Category	Library	Parks & Recreation	Fire Protection	Police	Subtotal	Adminis-tration (3%)	TOTAL IMPACT FEE	Unit of Measure**
	Net Impact Fee							
Residential								
Single-Family Detached Housing	$221.7902	$2,072.8274	$933.5373	$137.3081	$3,365.4629	$100.9639	$3,466.427	per dwelling
Apartment	$221.7902	$2,072.8274	$933.5373	$137.3081	$3,365.4629	$100.9639	$3,466.427	per dwelling
Residential Condominium/Townhouse	$221.7902	$2,072.8274	$933.5373	$137.3081	$3,365.4629	$100.9639	$3,466.427	per dwelling
Port and Terminal								
Truck Terminal	-	-	$4,176.7021	$614.3248	$4,791.0269	$143.7308	$4,934.758	per acre
Industrial								
General Light Industrial	-	-	$0.8227	$0.1210	$0.9437	$0.0283	$0.972	per square foot
General Heavy Industrial	-	-	$0.6521	$0.0959	$0.7480	$0.0224	$0.770	per square foot
Manufacturing	-	-	$0.6484	$0.0954	$0.7438	$0.0223	$0.766	per square foot
Warehousing	-	-	$0.4545	$0.0669	$0.5214	$0.0156	$0.537	per square foot
Mini-Warehouse	-	-	$0.0158	$0.0023	$0.0182	$0.0005	$0.019	per square foot
High-Cube Warehouse	-	-	$0.0648	$0.0095	$0.0743	$0.0022	$0.077	per square foot
Lodging								
Hotel	-	-	$221.7392	$32.6142	$254.3534	$7.6306	$261.984	per room
All Suites Hotel	-	-	$253.0959	$37.2263	$290.3222	$8.7097	$299.032	per room
Business Hotel	-	-	$35.6620	$5.2453	$40.9073	$1.2272	$42.135	per room
Motel	-	-	$253.5105	$37.2873	$290.7978	$8.7239	$299.522	per room
Recreational								
Campground/Recreational Vehicle Park	-	-	$23.8837	$3.5129	$27.3966	$0.8219	$28.218	per camp site
Golf Course	-	-	$87.5548	$12.8779	$100.4327	$3.0130	$103.446	per acre
Multipurpose Recreational Facility	-	-	$178.2366	$26.2157	$204.4522	$6.1336	$210.586	per acre
Movie Theater	-	-	$0.5339	$0.0785	$0.6124	$0.0184	$0.631	per square foot
Arena	-	-	$1,188.1249	$174.7538	$1,362.8787	$40.8864	$1,403.765	per acre
Amusement Park	-	-	$3,242.0652	$476.8549	$3,718.9201	$111.5676	$3,830.488	per acre
Tennis Courts	-	-	$86.9394	$12.7874	$99.7268	$2.9918	$102.719	per acre
Racquet Club	-	-	$0.1299	$0.0191	$0.1491	$0.0045	$0.154	per square foot
Bowling Alley	-	-	$0.3565	$0.0524	$0.4089	$0.0123	$0.421	per square foot
Recreational Community Center	-	-	$0.2993	$0.0440	$0.3433	$0.0103	$0.354	per square foot
Institutional								
Private School (K-12)	-	-	$2.8832	$0.4241	$3.3073	$0.0992	$3.407	per square foot
Church/Synagogue	-	-	$0.1836	$0.0270	$0.2106	$0.0063	$0.217	per square foot
Day Care Center	-	-	$0.9059	$0.1332	$1.0391	$0.0312	$1.070	per square foot
Cemetery	-	-	$29.0260	$4.2692	$33.2952	$0.9989	$34.294	per acre
Lodge/Fraternal Organization	-	-	$356.4731	$52.4314	$408.9045	$12.2671	$421.172	per employee

Attachment "B"

Land Use Category	Net Impact Fee: Library	Parks & Recreation	Fire Protection	Police	Subtotal	Adminis-tration (3%)	TOTAL IMPACT FEE	Unit of Measure**
Medical								
Hospital	-	-	$1.1570	$0.1702	$1.3272	$0.0398	$1.367 per	square foot
Nursing Home	-	-	$230.8672	$33.9568	$264.8240	$7.9447	$272.769 per	bed
Clinic	-	-	$356.4731	$52.4314	$408.9045	$12.2671	$421.172 per	employee
Office								
General Office Building	-	-	$1.1822	$0.1739	$1.3560	$0.0407	$1.397 per	square foot
Corporate Headquarters Building	-	-	$1.2123	$0.1783	$1.3906	$0.0417	$1.432 per	square foot
Single-Tenant Office Building	-	-	$1.1393	$0.1676	$1.3069	$0.0392	$1.346 per	square foot
Medical-Dental Office Building	-	-	$1.4455	$0.2126	$1.6581	$0.0497	$1.708 per	square foot
Research and Development Center	-	-	$1.0437	$0.1535	$1.1972	$0.0359	$1.233 per	square foot
Retail								
Building Materials and Lumber Store	-	-	$0.5241	$0.0771	$0.6012	$0.0180	$0.619 per	square foot
Free-Standing Discount Superstore	-	-	$0.3422	$0.0503	$0.3925	$0.0118	$0.404 per	square foot
Specialty Retail Center	-	-	$0.6484	$0.0954	$0.7437	$0.0223	$0.766 per	square foot
Free-Standing Discount Store	-	-	$0.7000	$0.1030	$0.8029	$0.0241	$0.827 per	square foot
Hardware/Paint Store	-	-	$0.3436	$0.0505	$0.3941	$0.0118	$0.406 per	square foot
Nursery (Garden Center)	-	-	$0.5812	$0.0855	$0.6667	$0.0200	$0.687 per	square foot
Nursery (Wholesale)	-	-	$0.5941	$0.0874	$0.6815	$0.0204	$0.702 per	square foot
Shopping Center	-	-	$0.5953	$0.0876	$0.6829	$0.0205	$0.703 per	square foot
Factory Outlet Center	-	-	$0.5953	$0.0876	$0.6829	$0.0205	$0.703 per	square foot
Quality Restaurant	-	-	$2.6593	$0.3911	$3.0504	$0.0915	$3.142 per	square foot
High-Turnover (Sit-Down) Restaurant	-	-	$2.6593	$0.3911	$3.0504	$0.0915	$3.142 per	square foot
Fast-Food Restaurant	-	-	$3.8856	$0.5715	$4.4571	$0.1337	$4.591 per	square foot
Quick Lubrication Vehicle Shop	-	-	$748.5935	$110.1059	$858.6994	$25.7610	$884.460 per	service bay
Auto-Care Center	-	-	$0.5098	$0.0750	$0.5847	$0.0175	$0.602 per	square foot
New Car Sales	-	-	$0.6323	$0.0930	$0.7254	$0.0218	$0.747 per	square foot
Auto Parts Store	-	-	$0.3422	$0.0503	$0.3925	$0.0118	$0.404 per	square foot
Self-Service Car Wash	-	-	$71.2946	$10.4863	$81.7809	$2.4534	$84.234 per	stall
Tire Store	-	-	$0.4563	$0.0671	$0.5234	$0.0157	$0.539 per	square foot
Wholesale Tire Store	-	-	$0.4563	$0.0671	$0.5234	$0.0157	$0.539 per	square foot
Supermarket	-	-	$0.4526	$0.0666	$0.5192	$0.0156	$0.535 per	square foot
Convenience Market (Open 24 Hours)	-	-	$0.6417	$0.0944	$0.7360	$0.0221	$0.758 per	square foot
Convenience Market (Open 15-16 Hours)	-	-	$0.6238	$0.0918	$0.7156	$0.0215	$0.737 per	square foot
Convenience Market with Gasoline Pumps	-	-	$0.6417	$0.0944	$0.7360	$0.0221	$0.758 per	square foot
Wholesale Market	-	-	$0.2922	$0.0430	$0.3352	$0.0101	$0.345 per	square foot
Discount Club	-	-	$0.4626	$0.0680	$0.5306	$0.0159	$0.547 per	square foot
Home Improvement Superstore	-	-	$0.3422	$0.0503	$0.3925	$0.0118	$0.404 per	square foot
Electronics Superstore	-	-	$0.3422	$0.0503	$0.3925	$0.0118	$0.404 per	square foot
Apparel Store	-	-	$0.5953	$0.0876	$0.6829	$0.0205	$0.703 per	square foot
Pharmacy/Drugstore	-	-	$0.5953	$0.0876	$0.6829	$0.0205	$0.703 per	square foot
Furniture Store	-	-	$0.1480	$0.0218	$0.1697	$0.0051	$0.175 per	square foot
Services								
Drive-in Bank	-	-	$1.2988	$0.1910	$1.4898	$0.0447	$1.535 per	square foot

**CIE prep category is a recoupment of the expenditure of preparing the Capital Improvements Element.*
Impact Fees reflect credit given for forecasted SPLOST and general fund contributions.
***"squre feet" means square feet of gross building floor area.*

Existing service areas and associated impact fee with rate of inflation

(as of July 29, 2009)

Service Area	Ordinance	Date adopted	Fee	Fee w/ inflation*	% increase due to inflation	Potential lots
Citywide	586	10/15/92	**$1,083.00**	$1,664.97	53.7%	
Recreational system improvements			*$1,040.00*			
Library expansion, police department expansions and a recreation administration building			*$43.00*			
North Aberdeen	608	10/07/93	**$1,190.00**	$1,776.30	49.3%	0
Citywide			*$1,083.00*			
Bike bridge across SR 74			*$107.00*			
South Aberdeen	608	10/07/93	**$1,083.00**	$1,616.58	49.3%	0
Citywide						
Glenloch	608	10/07/93	**$1,083.00**	$1,616.58	49.3%	0
Citywide						
Braelinn	608	10/07/93	**$1,083.00**	$1,616.58	49.3%	0
Citywide						
Kedron	586	10/15/92	**$1,283.00**	$1,972.45	53.7%	0
Citywide			*$1,083.00*			
Bike path system improvements, new fire station with equipment, system improvements to Brown Road			*$200.00*			
Planterra	586	10/15/92	**$1,202.00**	$1,847.92	53.7%	0
Citywide			*$1,083.00*			
Underpass access across SR 54 to Planterra			*$119.00*			
Line Creek	704	04/02/98	**$1,637.00**	$2,166.19	32.3%	75
Citywide			*$1,083.00*			
Bike bridge across SR 74			*$231.00*			
Underpass access across SR 54 to Planterra and reconstruction of Leach Fire Station			*$323.00*			
Crabapple West	681	11/20/97	**$3,708.00**	$4,938.11	34.4%	25
Citywide			*$1,083.00*			
Kedron service area			*$200.00*			
System improvements to Crabapple Lane			*$2,425.00*			
Northeast Kedron	705	04/02/98	**$1,707.00**	$2,258.82	32.3%	150
Citywide			*$1,083.00*			
Kedron service area			*$200.00*			
System improvements to Sumner Road			*$424.00*			
West Village**		06/07/07	**$2,437.00**	$2,535.15	4.0%	1,125***
Citywide			*$1,083.00*			
Bike bridge across SR 74			*$231.00*			
West Village Fire Station			*$877.00*			
S 74 BSC expansion			*$246.00*			

* information obtained from www.usinflationcalculator.com
** impact fees for West Village presented to Council but never adopted
*** does not include development on 89-acre Wieland tract, etc.

Attachment "C"

Potential impact fee revenue with amended impact fee schedule (assuming 100%)

(based on permits issued or in the review process - as of July 29, 2009))

Residential	Unit of measurement	Total units/ SF	Impact fee (100%)	Impact fee (potential)
Wilshire Village - Somerby tract*	per unit	367	$3,466.43	$1,272,179.81
Wilksmoor - Wieland tract	per lot	475	$3,466.43	$1,646,554.25
Wilksmoor - Scarbrough tract	per lot	650	$3,466.43	$2,253,179.50
Wilksmoor - Wieland (89 acres)	per lot	125	$3,466.43	$433,303.75
Smokerise - Bradshaw tract (undeveloped)	per lot	150	$3,466.43	$519,964.50
Callula Hill - residential tract (pending rezoning)	per lot	80	$3,466.43	$277,314.40
Callula Hill - event center villas (pending rezoning)	per unit	12	$3,466.43	$41,597.16
SANY - condominiums	per unit	3	$3,466.43	$10,399.29
SANY - residential lots	per lot	6	$3,466.43	$20,798.58
Retail/ commercial				
Line Creek retail	per SF	175,000	$0.77	$134,750.00
Wilshire Village - Delta Community Credit Union tract	per SF	7,090	$1.54	$10,883.15
Wilshire Village - Walgreen's tract	per SF	14,550	$0.70	$10,228.65
Walgreen's - Ruby Tuesday tract	per SF	10,754	$0.70	$7,560.06
Callula Hill - events center (pending rezoning)	per SF	15,000	$3.14	$47,100.00
Lodging				
Fairfield Inn (pending)	per room	84	$261.98	$22,006.32
Comfort Suites (pending)	per room	72	$261.98	$18,862.56
Office				
SANY - office building	per SF	50,000	$1.43	$71,500.00
SANY - research and development building	per SF	50,000	$1.23	$61,500.00
Industrial				
SANY - assembly/ warehousing*	per SF	570,846	$0.77	$439,551.42

* *final site plan approved, however Building Permit has not been issued*

Attachment "D"

Potential impact fee revenue with amended impact fee schedule (assuming 75%)

(based on permits issued or in the review process - as of July 29, 2009))

Residential	Unit of measurement	Total units/ SF	Impact fee (75%)	Impact fee (potential)
Wilshire Village - Somerby tract*	per unit	367	$2,599.82	$954,133.94
Wilksmoor - Wieland tract	per lot	475	$2,599.82	$1,234,914.50
Wilksmoor - Scarbrough tract	per lot	650	$2,599.82	$1,689,883.00
Wilksmoor - Wieland (89 acres)	per lot	125	$2,599.82	$324,977.50
Smokerise - Bradshaw tract (undeveloped)	per lot	150	$2,599.82	$389,973.00
Callula Hill - residential tract (pending rezoning)	per lot	80	$2,599.82	$207,985.60
Callula Hill - event center villas (pending rezoning)	per unit	12	$2,599.82	$31,197.84
SANY - condominiums	per unit	3	$2,599.82	$7,799.46
SANY - residential lots	per lot	6	$2,599.82	$15,598.92
Retail/ commercial				
Line Creek retail	per SF	175,000	$0.57	$99,750.00
Wilshire Village - Delta Community Credit Union tract	per SF	7,090	$1.15	$8,153.50
Wilshire Village - Walgreen's tract	per SF	14,550	$0.52	$7,566.00
Walgreen's - Ruby Tuesday tract	per SF	10,754	$0.52	$5,592.08
Callula Hill - events center (pending rezoning)	per SF	15,000	$2.35	$35,250.00
Lodging				
Fairfield Inn (pending)	per room	84	$196.48	$16,504.32
Comfort Suites (pending)	per room	72	$196.48	$14,146.56
Office				
SANY - office building	per SF	50,000	$1.07	$53,500.00
SANY - research and development building	per SF	50,000	$0.92	$46,000.00
Industrial				
SANY - assembly/ warehousing*	per SF	570,846	$0.57	$325,382.22

* *final site plan approved, however Building Permit has not been issued*

Potential impact fee revenue with amended impact fee schedule (assuming 50%)

(based on permits issued or in the review process - as of July 29, 2009))

Residential	Unit of measurement	Total units/ SF	Impact fee (50%)	Impact fee (potential)
Wilshire Village - Somerby tract*	per unit	367	$1,733.21	$636,088.07
Wilksmoor - Wieland tract	per lot	475	$1,733.21	$823,274.75
Wilksmoor - Scarbrough tract	per lot	650	$1,733.21	$1,126,586.50
Wilksmoor - Wieland (89 acres)	per lot	125	$1,733.21	$216,651.25
Smokerise - Bradshaw tract (undeveloped)	per lot	150	$1,733.21	$259,981.50
Callula Hill - residential tract (pending rezoning)	per lot	80	$1,733.21	$138,656.80
Callula Hill - event center villas (pending rezoning)	per unit	12	$1,733.21	$20,798.52
SANY - condominiums	per unit	3	$1,733.21	$5,199.63
SANY - residential lots	per lot	6	$1,733.21	$10,399.26
Retail/ commercial				
Line Creek retail	per SF	175,000	$0.38	$66,500.00
Wilshire Village - Delta Community Credit Union tract	per SF	7,090	$0.77	$5,459.30
Wilshire Village - Walgreen's tract	per SF	14,550	$0.35	$5,092.50
Walgreen's - Ruby Tuesday tract	per SF	10,754	$0.35	$3,763.90
Callula Hill - events center (pending rezoning)	per SF	15,000	$1.57	$23,550.00
Lodging				
Fairfield Inn (pending)	per room	84	$130.99	$11,003.16
Comfort Suites (pending)	per room	72	$130.99	$9,431.28
Office				
SANY - office building	per SF	50,000	$0.71	$35,500.00
SANY - research and development building	per SF	50,000	$0.61	$30,500.00
Industrial				
SANY - assembly/ warehousing*	per SF	570,846	$0.38	$216,921.48

* *final site plan approved, however Building Permit has not been issued*

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Financial Services Director P.S.
Assistant Financial Services Director

FROM: **Interim Community Development Director** David

DATE: **July 24, 2009**

SUBJECT: **Continue Public Hearing to Consider adoption of Capital Improvements Element (CIE) Amendments**
August 6, 2009 City Council Agenda

Recommendation:
Continue Public hearing to consider adoption of the Capital Improvements Element (CIE) Amendments until the August 20, 2009 City Council meeting.

Discussion:
The amended CIE amendment identifies capital projects that would be partially funded with funds collected through the new impact fee ordinance. In order to ensure we have a CIE that is consistent with the Development Impact Fee Ordinance, Staff is proposing that we wait until we are sure the amended Development Impact Fee Ordinance will be approved prior to adopting the CIE amendment.

Budget Impact:
There is no budget impact associated with this request.

Attachment

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Interim Community Development Director** David

DATE: **July 27, 2009**

SUBJECT: **Request to approve Step One annexation application – Brent West Village, LLC (Wilksmoor Village)**
August 6, 2009 City Council Agenda

Recommendation:

Based on the requirements identified within the city's Annexation Review Process, Staff is providing information to City Council for consideration of the applicant's request. After careful review of this information and discussion with the applicant, Council must then decide if the application should move forward to Step Two of the annexation process.

Background information:

In 2004, the city repealed its moratorium on annexations and initiated a two-step process for review and consideration of annexation requests. The first step was written to provide a general overview of the proposed annexation and to identify how the annexation and proposed development may or may not be compatible with the established goals within the city's Comprehensive Plan.

Following the review of this information, City Staff and the Applicant present this information to City Council, who then decides if the application moves to Step Two of the application process, which requires the submittal of additional and detailed information pertaining to the annexation request and the proposed development. **Allowing a developer to move forward to Step Two in no way implies that City Council will ultimately approve the property for annexation.** Rather, it provides Staff the opportunity to work with the Applicant to develop a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

Application:

At their meeting on June 15, 2006, City Council approved the Step One annexation application from Levitt & Sons for a 400.306-acre tract of land located within unincorporated Fayette County. This application, along with a similar Step One annexation application from John Wieland Homes and Neighborhoods for an adjoining 379.493-acre tract of land, was submitted to the Georgia Department of Community Affairs, the Atlanta Regional Commission and the Georgia Regional Transportation Authority to be reviewed as a Development of Regional Impact.

Following this process, both applications were reviewed extensively by City Staff, the Planning Commission and City Council. At their meeting on May 3, 2007, City Council voted to annex and rezone the Levitt & Sons tract to LUR-14 to accommodate a 650-lot age-restricted subdivision, to include both attached and detached single-family residential units. At that same meeting, City Council voted to annex and rezone the Wieland tract to LUR-15 to accommodate a 450-lot single-family detached residential subdivision.

Several months after the annexation and rezoning was approved, Levitt & Sons filed for bankruptcy and notified the city they would not be moving forward with their development in Peachtree City. The owner of the property, Scarbrough & Rolader Development, LLC, assured the city they intended to follow through with the plan as originally presented and approved.

In order to reaffirm the annexation of the property, the Applicant re-filed a Step One annexation application for the 400.306-acre tract of land, which was approved on November 11, 2008. There were no changes being proposed to the zoning, site plan or use of the property previously approved by City Council. Shortly thereafter, the Applicant submitted the Step Two annexation application which was subsequently withdrawn.

The Applicant has now filed another Step One annexation application to amend the boundaries of the property being annexed into the city limits of Peachtree City. The Applicant is proposing to create a 10'-wide strip of land along the northern property boundary which would connect two tracts of land currently located within unincorporated Fayette County. This property would separate the city limits of Peachtree City from the Town of Tyrone.

The information submitted by the Applicant complies with the requirements identified within the Step One submittal guidelines and is being presented to City Council for consideration. A copy of this application is attached. Staff and the Applicant will be present at the City Council meeting to answer questions about this proposal.

Should City Council authorize the application to move forward, Staff will notify the County that an official annexation application has been submitted.

Budget impact:

Budget impacts associated with this request have already been considered as a part of the initial annexation and rezoning application.

Attachments

Brent West Village, LLC
270 North Jeff Davis Dr.
Fayetteville, GA 30214
(770) 461-0478

June 16, 2009

David Rast, City Planner
City of Peachtree City
Willow Bend Way
Peachtree City, GA 30269

Re: West Village, Step 1 Zoning and Annexation Resubmittal

Dear David,

The subject application is being resubmitted after deleting from the tract to be annexed a ten foot strip along the northern boundary of the tract. The ten foot strip connects a tract owned n/f by C.W. Matthews Contracting Co. (Deed Book 3129, Page 117, Fayette County records) and a tract owned n/f by Nancy Davis and Diane Crawley (Deed Book 648, Page 381, aforesaid records) with unincorporated Coweta County. The annexation of the Scarbrough tract, less the ten foot strip, does not cause the creation of an unincorporated island as otherwise proscribed by O.C.G.A. Section 36-36-4(a). Fayette County v. Steele, 268 Ga. App. 13, 601 S.E.2d 403 (2004). The remaining area is not a prohibited unincorporated island as defined in O.C.G.A. Section 36-36-4(a) because it is not an area with its aggregate external boundaries abutting only the annexing municipality or the annexing municipality and one or more other municipalities (because it also abuts unincorporated Coweta County) and it is not an area to which Fayette County will have no reasonable means of physical access for the provision of services otherwise provided by the county solely to the unincorporated area of the county.

In order to be fully transparent in our application we have recomposed the Step 1 submittal package for the City's reconsideration. The survey and legal have been revised to provide the 10' strip discussed above, and the lot count has been decreased by two units to account for the small loss of acreage.

If you have any questions, please feel free to contact me.

Sincerely,

Donna Black
Land Manager

West Village Annexation Request

Step One: Initial Annexation Information

1. **Contact Information**

Roy J. and Donna Stilwel
200 Brookclear Lane
Fayetteville, GA 30215
(770) 460-7405

Brent West Village, LLC
270 North Jeff Davis Drive
Fayetteville, GA 30214
(770) 461-0478

Agents for Owners:

Scarbrough and Rolader Development, LLC
270 North Jeff Davis Drive
Fayetteville, GA 30214
(770) 461-0478

Attorney for Owners:

Mark Forsling, Esq.
Schreeder Wheeler and Flint, ~~PC~~ LLP
1100 Peachtree St., NE Suite 800
Atlanta, GA 30309
(404) 681-3450

West Village Annexation Request

Step One: Initial Annexation Information

1. **Contact Information**

Roy J. and Donna Stilwel
200 Brookclear Lane
Fayetteville, GA 30215
(770) 460-7405

Brent West Village, LLC
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Fayetteville, GA 30214
(770) 461-0478

Attorney for Owners:

Mark Forsling, Esq.
Schreeder Wheeler and Flint, LLP
1100 Peachtree St., NE Suite 800
Atlanta, GA 30309
(404) 681-3450

II Project Information

Gross Acreage:

Gross Acreage to be annexed: 401.923 acres
Gross Acreage to be rezoned: 401.923 acres
Acreage of lakes, floodplain, streams and associated buffers: 120 ac
Net developable acreage: 282 ac

Parcels:	Current Zoning:	Current Land Use Designation
Scarbrough (Parcel 074 003)	Agricultural	Low Density Residential
Stilwell (Parcel 0745 006)	Agricultural	Low Density Residential

Location of Property:

The properties are located on the west side of Senoia Rd. westerly to Line Creek. See attached legal description.

Brief description of the project:

The proposed project will include

- 648 units of age restricted housing ranging in size from 1500 sf and up.
- 120 acres of lakes, floodplain, streams and buffers
- +110 acres of greenspace
- Recreation facilities
- A mile and one-half extension of MacDuff Parkway to be constructed in conjunction with John Wieland Homes, Inc

Statement Regarding Proposed Rezoning

Brent West Village, LLC and Roy and Donna Stilwel ("Applicants) seeks annexation and rezoning of 401.923 acres of land (the "Property") located on the western boundary of Peachtree City immediately adjacent to a 360 acre parcel of land owned by John Wieland Homes and Neighborhoods, Inc ("WJH")

CERTIFICATION

I, Brent Scarbrough, Managing Member for Brent West Village, LLC am seeking annexation on rezoning of Fayette County Tax Parcel 07-45-03 by the City of Peachtree City. I am aware of and authorize this request.

Further, I appoint Scarbrough and Rolader Development, LLC as my agent and Schreeder, Wheeler and Flint, LLC as my attorney in this matter.

Signed this 16 day of June, 2009.

Brent West Village, LLC

Brent Scarbrough, Managing Member

CERTIFICATION

We, Roy J. Stilwell and Donna Stilwell, owners of the property seeking annexation (Parcel 07-045-06) by the City of Peachtree City, hereby certify that we am aware of, and authorize this annexation and zoning request.

Further, we appoint Schreeder Wheeler and Flint, LLP as our agent for the purposes of this annexation and rezoning.

Signed, this 22 day of December, 2008.

Roy J. Stilwell

Donna Stilwell

III. Relationship to the Comprehensive Plan

Housing:

The applicant will seek rezoning of a majority of the property (±400 acres) to LUR (Limited Use Residential) to allow the development of an "active adult" community, restricted as allowed by law, to persons 55 years of age and older. The plan reflects development of 648 single-family homes of four sizes and price ranges. Extensive recreational facilities and opportunities are to be provided.

Lot opportunities will consist of 6000 sf lots (175 lots), 7,200 sf lots (182 lots), 8,400 (174 lots sf lots) and 110 courtyard or attached lots. The average size of the single-family lots will exceed 7,000 sf, which is comparable in size to the Belvedere, Sagamore, Albermarle and Cottage Grove subdivisions within Peachtree City. The proposed project will have an overall density of 1.61 units per acre. This should be compared with Ardenlee, Centennial, Belvedere, Sagamore, Chadsworth, Cedarcroft, Blueberry Hill, Fairfield and Georgian Park with densities ranging from 2.05 to 8.00 units per acre. Therefore, having a lower density than these surrounding developments, this project has a reasonable density.

Peachtree City has been voted the number one retired destination in the nation. It is therefore appropriate to provide this vital and growing sector of society with a range housing options for our citizens who would like to retire and stay within their community, and for those who would like to relocate here.

Economic Development:

The demographics associated with active adult developments is quite different from that associated with traditional development. Being generally past the years of raising children, saving for college tuition and retirement, these residents have disposable income with which to support local businesses. This, coupled with the fact that they have no children to send to local schools, makes these property tax payers and consumers a substantial benefit to the local economy.

Additionally, the transition of over 400 acres of land will be converted from Agricultural to Residential, a substantial increase to the property tax digest.

Transportation:

This project, along with Wieland's development to the south, includes the construction of the MacDuff Parkway Extension. The new parkway will connect the current dead end in Centennial with the dead end of Kedron Drive (north) including a bridge over the CSXT rail line.

The extension of MacDuff parkway will provide an alternative to the overtaxed intersection of Hwy 54 and Hwy 74. The parkway will be constructed solely at the expense of the developers (Scarbrough and Wieland) at an estimated cost of $7,000,000 to $8,000,000 and will be dedicated to the City.

A cart path will be built along the parkway tying into the paths at Sagamore and Centenntial, and providing residents with easy access to the Avenue and the proposed Line Creek Commercial development.

Recreation:

One of the hallmarks of an active adult development is the extensive recreational facilities, and programs. Certainly the facilities will include a clubhouse, pool, and probably tennis courts. Additionally, these types of developments have dedicated programs to meet the needs and desires of the residents that include activities such as art, cooking, exercise classes; social functions and other opportunities.

Land Use:

Being located on one of the last large undeveloped tracts between Peachtree City and Tyrone, the project is appropriate for this area. The surround properties are residential, but have limited housing appropriate for "empty nesters". Being located close to Piedmont-Fayette hospital and associated medical facilities is an important consideration to the intended residents of the development. There is ample shopping nearby.

An area that was previously difficult for Fayette Fire and Emergency Services to access for service will now be incorporated into the City and will have full access via MacDuff Parkway.

Water and sewer lines will be extended to serve the development. With the loss of Photocircuits, the Water and Sewer Authority is in need to additional customers to run an efficient operation that is self-supporting financially. The addition of 648 households will help fill that void.

Natural Resources:

The size of the development gives the opportunity to land plan in the best interest of environmentally sensitive areas. Huge contiguous areas (± 120 acres) of open space, wetlands and floodplain will be preserved, avoiding the problem of disjointed islands of habitat often found in multiple smaller developments.

Developed areas are placed on high ground and stream crossing are kept to a minimum to protect as much undisturbed natural area as possible.

Additionally a greenbelt is provided along MacDuff Parkway providing more natural areas and habitat preservation.

Community Service Facilities:

As indicated above, this section of the County has long been a problem for delivery of emergency service for Fayette County. There is currently no way to access the area without leaving the unincorporated area of the County and passing through the City limits. This is not an efficient method of providing emergency services. Annexation of the property will allow it to be served by Peachtree City emergency services.

Community Aesthetics:

MacDuff Parkway with its 50' wide greenbelts will provide a beautiful nature-lined thoroughfare where a majority of the development will not be seen by passers-by, much like Peachtree Parkway. For those who do enter the project, they will find more buffered roadways, an outstanding recreation facility, and new attractive homes.

Planning:

The hearing and approval process for this application shall be held in public forums in compliance with Peachtree City's public planning process.

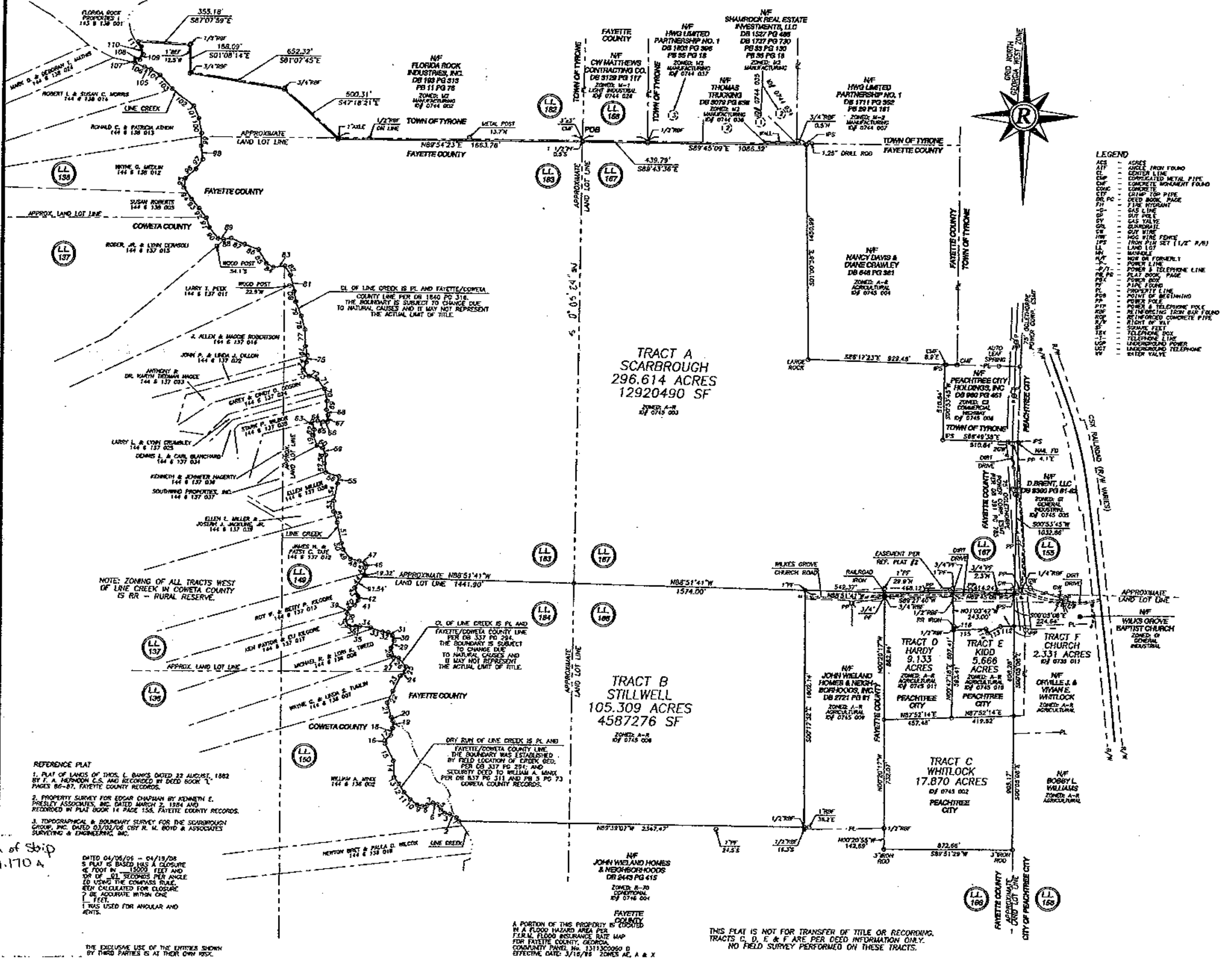
West Village
Peachtree City, GA
Revised

All that tract or parcel of land lying and being in Land Lots 166, 167, 182, 183 & 184 of the 7th District, Fayette County, Georgia containing 401.923 acres according to a plat of survey prepared by Rochester and Associates and certified by William L. Suttles, GA RLS 3137, dated 04/02/06 and last updated 05/20/09, titled WEST VILLAGE, and being more particularly described as follows:

BEGINNING at a concrete monument found at the Land Lot corner common to Land Lots 167, 168, 182 & 183; thence proceeding South 00°05'24" West south along the common land lot line for Land Lot 167 and Land Lot 183 for a distance of 10.00 feet to the TRUE POINT OF BEGINNING; thence along South 89°43'36" East, a distance of 439.79 feet to a point; thence South 89°45'09" East, a distance of 1086.32 feet to a point; thence South 01°00'58" East, a distance of 1450.99 feet to a point; thence South 88°17'23" East, a distance of 929.48 feet to an iron pin set; thence South 00°53'45" West, a distance of 510.84 feet to an iron pin set; thence South 88°49'38" East, a distance of 510.84 feet an iron pin set on the Land Lot line common to Land Lots 155 & 167; thence along said Land Lot line South 00°53'45" West, a distance of 1032.86 feet to an iron pin set at the Land Lot corner common to Land Lots 155, 156, 166 & 167; thence along the Land Lot line common to Land Lots 166 & 167 North 89°45'08" West, a distance of 414.24 feet to a 3/4 inch pipe found; thence along said Land Lot line South 89°27'40" West, a distance of 466.12 feet to a railroad iron found; thence along said Land Lot line North 88°51'41" West, a distance of 542.37 feet to a 1 inch pipe found; thence South 00°17'52" East, a distance of 1602.14 feet to a 1/2 inch rebar found; thence North 89°39'07" West, a distance of 2347.47 feet to a point in the centerline of Line Creek, which is also the Fayette/Coweta County line; thence along the centerline of Line Creek, a portion of which is a dry run, the following calls: North 38°47'06" West, a distance of 30.36 feet to a point; thence North 63°38'51" West, a distance of 49.22 feet to a point; thence North 80°19'35" West, a distance of 35.81 feet to a point; thence North 49°05'59" West, a distance of 36.70 feet to a point; thence North 34°49'25" West, a distance of 41.94 feet to a point; thence North 72°07'03" West, a distance of 33.58 feet to a point; thence South 67°41'22" West, a distance of 40.11 feet to a point; thence South 79°21'08" West, a distance of 36.59 feet to a point; thence North 76°04'41" West, a distance of 34.85 feet to a point; thence North 52°38'01" West, a distance of 59.54 feet to a point; thence North 42°19'45" West, a distance of 65.45 feet to a point; thence North 32°19'20" West, a distance of 66.27 feet to a point; thence North 34°15'43" West, a distance of 55.88 feet to a point; thence North 03°15'54" West, a distance of 109.73 feet to a point; thence North 26°14'23" West, a distance of 129.71 feet to a point; thence North 03°06'45" West, a distance of 22.40 feet to a point; thence North 46°46'31" East, a distance of 50.61 feet to a point; thence North 16°54'09" East, a distance of 50.88 feet to a point; thence North 02°03'29" East, a distance of 45.06 feet to a point; thence North 26°18'04" West, a distance of 31.29 feet to a point; thence North 15°15'06" West, a distance of 101.06 feet to a point; thence North 25°11'47" East, a distance of 88.79 feet to a point; thence North 25°55'45" East, a distance of 114.64 feet to a point; thence North 45°30'53" East, a distance of 43.17 feet to a point; thence North 11°01'20" East, a distance of 33.07 feet to a point; thence North 42°34'11" West, a distance of 75.36 feet to a point; thence North 78°23'10" West, a distance of 35.59 feet to a point; thence North 14°18'30" West, a distance of 67.96 feet to a point; thence North 21°51'37" East, a distance of 51.38 feet to a point; thence North 18°09'42" West, a distance of 34.05 feet to a point; thence North 54°23'14" West, a distance of 37.40 feet to a point; thence North 84°29'03" West, a distance of 39.44 feet to a point; thence North 71°19'41" West, a distance of 83.66 feet to a point; thence North 81°39'08" West, a distance of 74.85 feet to a point; thence South 84°16'47" West, a distance of 28.44 feet to a point; thence North 88°32'10" West, a distance of 46.67 feet to a point; thence North 32°40'29" West, a distance of 43.36 feet to a point; thence North 12°55'54" East, a distance of 50.32 feet to a point; thence North 17°39'42" East, a distance of 37.27 feet to a point; thence North 60°00'05" East, a distance of 44.53 feet to a point; thence North 36°48'16" East, a distance of 39.10 feet to a point; thence North 03°46'52" West, a distance of 32.14 feet to a point; thence North 21°49'54" West, a distance of 58.66 feet to a point; thence North 35°13'52" East, a distance of 110.86 feet to a point; thence North 09°20'36" East, a distance of 47.96 feet to a point; thence North 07°56'09" West, a distance of 27.50 feet to a point; thence North 66°24'49" West, a distance of 42.83 feet to a point; thence North 76°47'06" West, a distance of 61.90 feet to a point; thence North 38°14'31" West, a distance of 81.72 feet to a point; thence North 15°15'05" West, a distance of 43.78 feet to a point; thence North 12°01'24" West, a distance of 143.86 feet to a point; thence North 18°20'11" West, a distance of 81.86 feet to a point; thence North 00°04'25" East, a distance of 71.09 feet to a point; thence North 11°32'24" East, a distance of 122.83 feet to a point; thence North 09°48'59" East, a distance of 48.06 feet to a point; thence North 72°43'53" West, a distance of 92.65 feet to a point; thence North 08°33'43" West, a distance of 63.10 feet to a point; thence North 06°34'44" East, a distance of 56.79 feet to a point; thence North 23°18'25" West, a distance of 50.48 feet to a point; thence North 65°32'14" West, a distance of 43.27 feet to a point; thence North 21°15'55" West, a distance of 73.57 feet to a point; thence North 13°15'53" East, a distance of 38.81 feet to a point; thence North 16°37'38" West, a distance of 56.20 feet to a point; thence North 81°37'01" East, a distance of 38.47 feet to a point; thence South 80°28'21" East, a distance of 36.34 feet to a point; thence North 86°42'15" East, a distance of 29.62 feet to a point; thence North 05°07'33" East, a distance of 44.46 feet to a point; thence North 16°08'35" West, a distance of 39.25 feet to a point; thence North 03°51'01" East, a distance of 58.78 feet to a point; thence North 12°01'16" West, a distance of 83.67 feet to a point; thence North 37°28'07" West, a distance of 82.84 feet to a point; thence North 70°30'30" West, a distance of 59.28 feet to a point; thence North 42°31'47" West, a distance of 57.04 feet to a point; thence North 19°58'47" East, a distance of 54.97 feet to a point; thence North 07°58'06" East, a distance of 46.37 feet to a point; thence North 10°45'37" West, a distance of 63.53 feet to a point; thence North 02°38'07" West, a distance of 114.06 feet to a point; thence North 15°44'15" West, a distance of 95.37 feet to a point; thence North 21°19'17" West, a distance of 103.22 feet to a point; thence North 08°02'57" West, a distance of 71.21 feet to a point; thence North 13°41'56" West, a distance of 112.38 feet to a point; thence North 31°54'56" West, a distance of 72.80 feet to a point; thence South 84°01'54" West, a distance of 78.17 feet to a point; thence North 63°28'01" West, a distance of 54.07 feet to a point; thence North 30°19'25" West, a distance of 105.16 feet to a point; thence North 69°44'14" West, a distance of 100.62 feet to a point; thence North 66°56'48" West, a distance of 101.30 feet to a point; thence South 79°21'14" West, a distance of 52.51 feet to a point; thence North 78°33'18" West, a distance of 39.53 feet to a point; thence North 39°25'22" West, a distance of 94.05 feet to a point; thence North 18°23'45" West, a distance of 69.83 feet to a point; thence North 37°19'15" West, a distance of 78.86 feet to a point; thence North 41°15'10" West, a distance of 79.40 feet to a point; thence North 35°02'09" West, a distance of 93.91 feet to a point; thence North 07°51'20" East, a distance of 62.59 feet to a point; thence North 48°16'00" East, a distance of 97.38 feet to a point; thence North 35°55'02" East, a distance of 81.99 feet to a point; thence North 07°38'27" West, a distance of 93.10 feet to a point; thence North 01°57'49" East, a distance of 85.73 feet to a point; thence North 11°34'58" West, a distance of 103.52 feet to a point; thence North 23°15'01" West, a distance of 91.16 feet to a point; thence North 51°54'26" West, a distance of 189.20 feet to a point; thence North 43°10'55" West, a distance of 125.65 feet to a point; thence North 59°09'37" West, a distance of 71.40 feet to a point; thence North 70°42'14" West, a distance of 49.05 feet to a point; thence North 67°11'52" West, a distance of 68.32 feet to a point; thence North 03°07'23" East, a distance of 26.44 feet to a point; thence South 82°11'45" East, a distance of 30.70 feet to a point; thence North 34°11'49" East, a distance of 42.57 feet to a point; thence North 16°13'02" West, a distance of 55.56 feet to a point; thence North 36°30'02" West, a distance of 38.50 feet to a point; thence leaving the centerline of Line Creek South 87°07.59" East, a distance of 355.18 feet to a point; thence South 01°08'14" East, a distance of 188.09 feet to a point; thence South 81°07'45" East, a distance of 652.32 feet to a point; thence South 47°18'21" East, a distance of 500.31 feet to a point; thence North 89°54'23" East, a distance of 1663.76 feet to a concrete monument found, being the TRUE POINT OF BEGINNING.

Said tract contains 401.923 acres or 17507756 square feet of land.

5/3/2006
Revised 7/18/2006
Revised 6/1/2009



LINE CALL TABLE

LINE	BEARING	DISTANCE
1	N38°47'08"W	30.36'
2	N63°38'51"W	49.22'
3	N80°19'35"W	35.81'
4	N49°05'58"W	38.70'
5	N36°49'25"W	41.94'
6	N72°07'03"W	33.58'
7	S87°41'22"W	40.11'
8	S79°21'08"W	36.59'
9	N76°04'41"W	34.85'
10	N57°38'01"W	59.54'
11	N42°39'45"W	65.45'
12	N32°18'20"E	66.37'
13	N34°15'43"W	55.68'
14	N03°15'34"W	109.73'
15	N26°14'23"W	129.71'
16	N03°08'45"W	22.40'
17	N46°46'31"E	50.61'
18	N16°54'09"E	50.88'
19	N02°03'29"E	45.08'
20	N28°18'04"W	31.29'
21	N15°15'06"W	101.08'
22	N25°11'47"E	88.79'
23	N25°55'45"E	114.64'
24	N45°30'53"E	43.17'
25	N11°01'20"E	33.07'
26	N42°34'11"W	75.36'
27	N78°23'10"W	35.59'
28	N14°18'30"W	67.96'
29	N21°51'37"E	51.38'
30	N18°09'42"W	34.05'
31	N54°23'14"W	37.40'
32	N84°29'03"W	39.44'
33	N71°18'41"W	83.88'
34	N81°39'08"W	74.85'
35	S84°16'47"W	28.44'
36	N65°32'10"W	48.67'
37	N32°40'29"W	43.36'
38	N12°55'54"E	53.32'
39	N17°39'42"E	37.27'
40	N60°00'03"E	44.53'
41	N38°48'18"E	39.10'
42	N03°46'52"W	32.14'
43	N21°49'54"W	58.66'
44	N35°13'52"E	110.66'
45	N09°20'36"E	47.98'
46	N07°56'09"W	27.50'
47	N46°24'49"W	42.83'
48	N76°47'08"W	61.90'
49	N38°14'31"W	81.72'
50	N15°15'09"W	43.78'
51	N12°01'24"W	143.68'
52	N18°20'11"W	87.85'
53	N00°04'25"E	71.09'
54	N11°32'24"E	122.83'
55	N09°48'59"E	48.06'
56	N72°43'53"W	92.65'
57	N08°33'43"W	63.10'
58	N06°34'44"E	56.79'
59	N23°18'25"W	50.48'
60	N85°32'14"W	43.27'
61	N21°15'55"W	73.57'
62	N13°15'53"E	38.61'
63	N18°37'39"W	56.20'
64	N81°37'01"E	36.47'
65	S80°28'21"E	38.34'
66	N86°42'15"E	29.62'
67	N05°07'33"E	44.46'
68	N16°08'35"W	39.25'
69	N03°51'01"E	58.78'
70	N12°01'16"W	83.67'
71	N37°28'07"W	82.84'
72	N70°30'30"W	59.28'
73	N42°31'47"E	57.04'
74	N19°36'47"E	54.87'
75	N07°58'08"E	46.37'
76	N10°45'37"W	63.53'
77	N02°38'07"E	114.06'
78	N15°44'15"W	95.37'
79	N21°19'17"W	101.22'
80	N08°02'57"W	71.21'
81	N13°41'56"W	112.38'
82	N31°34'56"W	72.80'
83	S84°01'54"W	78.17'
84	N63°28'01"W	54.07'
85	N37°19'25"W	105.18'
86	N68°44'14"W	100.82'
87	N66°58'48"W	101.30'
88	S79°21'14"W	52.51'
89	N75°33'18"W	39.53'
90	N39°25'22"W	84.05'
91	N18°23'45"W	69.83'
92	N37°19'15"W	78.68'
93	N41°15'10"W	79.40'
94	N35°02'09"W	93.91'
95	N07°51'20"E	62.59'
96	N48°16'00"E	97.38'
97	N35°55'02"E	81.99'
98	N07°38'27"W	83.10'
99	N01°57'49"E	65.73'
100	N11°34'55"W	103.52'
101	N23°15'01"W	91.16'
102	N31°54'26"W	169.20'
103	N43°10'35"W	125.65'
104	N59°09'37"W	71.40'
105	N70°42'14"W	49.05'
106	N67°11'52"W	68.32'
107	N03°07'23"E	26.44'
108	S87°11'45"E	30.70'
109	N34°11'49"E	42.57'
110	N16°13'02"W	55.56'
111	N36°30'02"W	38.50'
112	S87°41'35"W	83.29'
113	S82°35'28"W	86.74'
114	N26°17'51"W	29.62'
115	S87°41'35"W	218.22'
116	N00°47'18"E	14.00'

JOB NO: A205030.DUE-3907

Area of Strip
1.170 A

1.170

Rochester & Associates, Inc.
285 Highway 314, Suite A • Fayetteville, Georgia 30214
(770) 716-6123 (770) 716-6124 Fax • www.rochester-assoc.com

ANNEXATION PLAT FOR:
WEST VILLAGE
LOCATED IN
LAND LOTS 166, 167, 182, 183 & 184
7th DISTRICT
FAYETTE COUNTY, GEORGIA

REVISIONS

SHEET 1 OF 1

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **July 30, 2009**

SUBJECT: **Consider Quit Claim Deed to Peachtree City Airport Authority August 6, 2009 City Council Agenda**

Recommendation:

That Council approve and authorize the Mayor to sign the attached Quit Claim deed to transfer the 0.016 acres more or less to the Peachtree City Airport Authority (PCAA).

Discussion:

Falcon Field Airport is developing a special place to honor our active military, veterans, and their families of all Services who have served and sacrificed for our country.

The Falcon Field Veterans Memorial will be located prominently at the entrance to Falcon Field Airport and will be highlighted by a mounted Air Force F-16 "Fighting Falcon" jet fighter. The Veterans Memorial area will be nicely landscaped, include night lighting, and feature a Military Walk of Honor and a brick paver recognition area dedicated to permanently recognizing those that have contributed to preserving our freedom.

The current signage for the airport will need to be relocated to a location which is owned by the City. The PCAA already maintains the property and has requested that the City deed the island on Falcon Drive to the PCAA.

Budget Impact:

There is no budgetary impact for this transfer.

PEACHTREE CITY AIRPORT AUTHORITY

July 17, 2009

City of Peachtree City
Attn: City Manager
151 Willowbend Road
Peachtree City, GA 30269

RE: Traffic Circle on Falcon Drive

Dear Mr. McMullen

The Peachtree City Airport Authority (PCAA) requests the City transfer the small island of City property on Falcon Drive to PCAA for the purpose of relocating a sign. Please call if you need further information.

Regards:

John W. Crosby
Aviation Director
Peachtree City falcon Field

QUIT CLAIM DEED

GEORGIA, FAYETTE

Theodore P. Meeker, III
Sumner Meeker, LLC
14 East Broad Street
Newnan, Georgia 30263

THIS INDENTURE, made this _____ day of August, 2009, between **The City of Peachtree City, Georgia, a Municipal Corporation**, party of the first Part, and **The Peachtree City Airport Authority**, party of the second part.

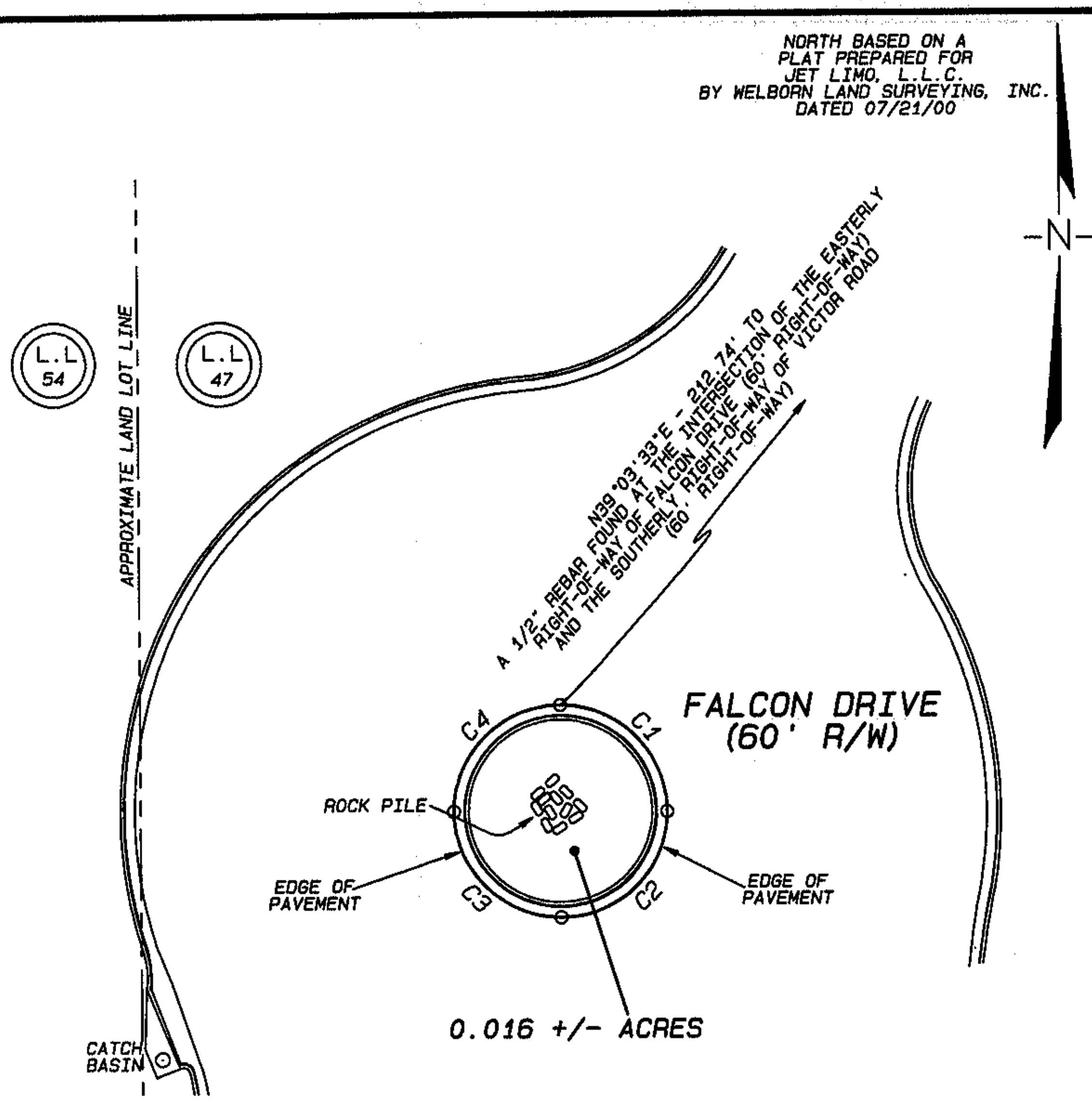
WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR ($1.00), cash, in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the party of the second part, its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the certain parcel of land described as follows:

All that tract or parcel of land lying and being in Land Lot 47 of the 6th District, Fayette County, Georgia, and being more particularly described as follows:

Beginning at a 1/2" rebar found at the intersection of the Easterly Right-of-Way of Falcon Drive (60' Right-of-Way) and the Southerly Right-of-Way of Victor Road (60')Right-of-Way); Thence leaving said Right-of-Way South 39 degrees 03 minutes 33 seconds West a distance of 212.74 feet to a point and the TRUE POINT OF BEGINNING; Thence following a curve to the right having a radius of 15.10 feet, an arc length of 23.72 feet, a chord which bears South 45 degrees 00 minutes 00 seconds East, and a chord length of 21.35 feet to a point; Thence following a curve to the right having a radius of 15.10 feet, an arc length of 23.72 feet, a chord which bears South 45 degrees 00 minutes 00 seconds West, and a chord length of 21.35 feet to a point; Thence following a curve to the

All that tract or parcel of land lying and being in Land Lot 47 of the 6th District, Fayette County, Georgia, and being more particularly described as follows;

Beginning at a 1/2" rebar found at the intersection of the Easterly Right-of-Way of Falcon Drive (60' Right-of-Way) and the Southerly Right-of-Way of Victor Road (60' Right-of-Way); Thence leaving said Right-of-Way South 39 degrees 03 minutes 33 seconds West a distance of 212.74 feet to a point and the TRUE POINT OF BEGINNING; Thence following a curve to the right having a radius of 15.10 feet, an arc length of 23.72 feet, a chord which bears South 45 degrees 00 minutes 00 seconds East, and a chord length of 21.35 feet to a point; Thence following a curve to the right having a radius of 15.10 feet, an arc length of 23.72 feet, a chord which bears South 45 degrees 00 minutes 00 seconds West, and a chord length of 21.35 feet to a point; Thence following a curve to the right having a radius of 15.10 feet, an arc length of 23.72 feet, a chord which bears North 45 degrees 00 minutes 00 seconds West, and a chord length of 21.35 feet to a point; Thence following a curve to the right having a radius of 15.10 feet, an arc length of 23.72 feet, a chord which bears North 45 degrees 00 minutes 00 seconds East, and a chord length of 21.35 feet to a point and the TRUE POINT OF BEGINNING; said tract containing 0.016 acres more or less. Said tract following the existing edge of pavement where it meets the front of poured concrete curb around a landscape island as shown on a plat prepared for The City of Peachtree City by W.D. Gray and Associates, Inc. dated July 7th, 2009.



LINE	ARC	CHORD BEARING	RADIUS	CHORD
C1	23.72'	S45°00'00"E	15.10'	21.35'
C2	23.72'	S45°00'00"W	15.10'	21.35'
C3	23.72'	N45°00'00"W	15.10'	21.35'
C4	23.72'	N45°00'00"E	15.10'	21.35'

RIGHT-OF-WAY INFORMATION FROM:
PLAT PREPARED FOR JET LIMO, L.L.C.
BY WELBORN LAND SURVEYING, INC.
DATED 07/21/00

This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said plat does not extend to any unnamed person, persons or entity without a recertification by the surveyor naming said person, persons or entity.

CLOSURE DATA
FIELD CLOSURE = 1' : 10,000+
ANGLE POINT ERROR = < 10"
EQUIPMENT USED: E.D.M. & THEODOLITE
ADJUSTMENT METHOD: NONE
PLAT CLOSURE = 1' : 100,000+

In my opinion, this plat is a correct representation of land platted and has been prepared in conformity with the minimum standards and requirements by law.

GRAPHIC SCALE 1"=20'

0 20 40 60

PREPARED FOR: **THE CITY OF PEACHTREE CITY**

SUBDIVISION:

LOT:	LAND LOT: 47	DATE OF SURVEY: 06/29/09
BLOCK:	DISTRICT: 6TH	DATE OF DRAWING: 07/07/09
SCALE: 1" = 20'	COUNTY: FAYETTE, GA.	JOB NO: 0905022

W.D. Gray and Associates, Inc.
land surveyors - planners
160 GREENCASTLE SUITE B TYRONE, GA 30290
PH. 770-486-7552 FAX 770-486-0496

GEORGIA

Peachtree City

TOURISM ASSOCIATION

Date: July 30, 2009

To: City Council

From: PCTA Board of Directors

RE: Approval of Revised FY 2009 Budget

Request:

Approve the FY 2009 Revised Three Month Budget that was approved by the Tourism Association Board of Directors at the July 15th, 2009 Regular Scheduled Board Meeting.

Summary:

- The Hotel Tax and Airport Authority Transfer line items are reported on an accrual basis and therefore the revised budget includes four months of activity for these two items.
- Personnel Expense includes savings from the layoff of one Tourism employee effective August 3rd, 2009 as well as prior actions by the Board including furloughs, a 10% reduction in salary for all employees and elimination of the 401(k) match instituted on April 1st, 2009.
- Tourism Events includes a funding grant for the Dragon Boat Race in September as well as the 2009 Amphitheater sponsorship.
- The Tennis Center projected deficit line item includes June expenses received and paid after July 1, 2009. The deficit accumulated through June 30, 2009 for the Tennis Center and Amphitheater is included in beginning deficit on July 1, 2009.
- Overall, the Tourism Association is budgeting to be break even at September 30, 2009.

Peachtree City Tourism Association, Inc.
FY 2009 Revised Three Month Budget Detail
July 1, 2009 - September 30, 2009

		Revised Budget (3 Months) July 1st, 2009 - September 30, 2009	Note
Tourism			
Revenues			
Hotel/Motel Tax Transfer	$	185,347	(1)
Oper. Trans. Prim Govt. (Reimb. For Business Manager/City Projects)	$	4,572	
Other Revenue	$	601	
Interest Income	$	150	
Total Revenues:	**$**	**190,670**	
Expenses			
Personnel Expenses	**$**	**44,682**	**(2)**
Sales/Marketing/Promotion			
Tourism Events - Dragon Boat Races, Amphitheater Sponsorship	$	27,000	(3)
Postage	$	150	
Dues & Fees	$	225	
Professional Development	$	1,020	
Transfer to Airport Authority	$	37,069	(1)
Total Sales/Marketing/Promotion	**$**	**65,464**	
Administrative & General Operations			
Audit Services	$	-	
Legal Services	$	9,650	
Administrative Services (City)	$	600	
Equipment Rental	$	837	
Liability Insurance	$	8,739	
Communications	$	1,223	
Bank Fees	$	1,825	
Office Supplies	$	206	
Operating/Promotional Supplies	$	450	
Electricity	$	1,100	
Natural Gas	$	160	
Total Administrative & General Operations	**$**	**24,790**	
Total Expenses:	**$**	**134,936**	
Tourism Projected Surplus/(Deficit) Sub Total	**$**	**55,734**	
Tennis Center Projected Deficit	**$**	**(26,976)**	**(4)**
Projected Surplus/(Deficit) Sub Total	**$**	**28,758**	
Beginning Deficit July 1st, 2009	**$**	(28,758)	**(5)**
Projected FY2009 Ending Projected Surplus/Deficit		**$0**	

(1) Hotel Tax and Airport Authority Transfer reported on an accrual basis and therefore budget adjustment is for four months.
(2) Includes savings from layoff of one Tourism employee.
(3) Includes funding for Dragon Boat races and Amphitheater sponsorship
(4) Tennis Center Projected Deficit includes expenses paid July 1, 2009 through September 30, 2009.
(5) Deficit accumulated through June 30, 2009 included in Beginning Deficit July 1, 2009.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Director/Administrative Services** MV

DATE: **July 29, 2009**

SUBJECT: **Consider Amendments to Personnel Policy**
City Council Agenda – August 6, 2009

Recommendation:

That Council approve the attached amendments to the City Personnel Policy with an effective date of August 6, 2009.

Discussion:

At the December 18, 2008 City Council meeting, Council approved several housekeeping and policy changes to the City's Personnel Policy as a result of the on-going review and workshops beginning in 2007. At the December 18 meeting, staff indicated that if Council approved the amendments, the policy would be sent to an outside Labor Attorney for their professional review.

The City's Personnel Policy was reviewed by Labor Attorney, Doug Duerr, with the law firm of Elarbee, Thompson, Sapp, Wilson, LLP. His review and comments were returned to the City in late February 2009. The recommendations were to further clarify certain sections that would result in a more legally written yet user-friendly policy. Staff, along with the City Attorney, reviewed the recommendations and modified the policy accordingly.

Included in his suggestions were the following recommendations:

- To include the latest revision dates for all sections of the Personnel Policy.
- To globally update certain terminology for political correctness.
- To include a statement about non-exempt employees who accumulate more than 48 hours in compensatory time to be paid overtime until the compensatory time is reduced below the 48- hour maximum limit. (Policy II – Section 14, pg. 11)
- To eliminate the City's "continuous application" procedure and only accept applications for posted positions, eliminating the unnecessary data entry, tracking, and destruction of

applications, and eliminate the extra exposure for Open Records. (Policy IV – Section 3, pg. 13)

- To eliminate the insinuated guarantee that an employee ***will be*** reassigned if unable to resume to original duties within six months of reassignment and clarify the required documentation to be submitted. (Policy VIII – Section 6, pg. 18)
- To include a maximum number of days (18) per calendar year that an employee could be off without loss of pay for Civil Leave. With the caveat that if the order requires more than 18 days, the employee may use banked leave with the exception of sick leave. (Policy XIII – Section 7 – pg. 40)
- To include the entire Family Medical Leave Act including the latest changes related to military family members effective January 16, 2009. (Policy XIII – Section 8 – pg. 40)
- To include a statement that while HR is the official master file keeper for personnel records, the department may keep copies for their use, but to keep in mind "unofficial records" are still subject to Open Records and still must comply with the City's Record Retention Schedule. (Policy XV – Section 2 – pg. 47)
- To include the City's policy on Sexual Harassment in the Personnel Policy instead of addressing it in the City's Administrative Regulations. (Policy XX – pg. 48)

In addition staff would like to make four additional amendments; both the Labor Attorney and City Attorney have reviewed and approved these amendments.

- To clarify the requirement that firefighters and Police Officers are subject to a 1-year probationary period. (Policy IX, Section 5 – pg. 21)
- To include a requirement that monthly ***documented*** evaluations must be performed and submitted to HR for employees under a 90-day probation as a result of a Marginally Satisfactory evaluation. This document may be a simple memo review of the deficient items as indicated on their regular or extended-probationary evaluation. (Policy IX – Section 6 – pg. 22)
- To include the guidelines for calculating Annual Leave benefits for employees that have been promoted from a part-time status to a full-time status. (Policy XIII, Section 4 – pg. 36)
- To eliminate Section B "Reason for Granting" in its entirety under Leave Without Pay. (Policy XIII – Section 10 B – pg. 44)

<u>Budget Impact:</u>

Changes as shown in the attached policy do not have any budget impact.

CITY OF PEACHTREE CITY

PERSONNEL POLICY

City of Peachtree City
Human Resources Department
151 Willowbend Road
Peachtree City, GA 30269

(~~05~~08/09)

PERSONNEL POLICY FOR PEACHTREE CITY

PERSONNEL POLICIES FOR PEACHTREE CITY

NOTE: The use of the terms "he" or "his" shall apply equally to both males and females through-out this policy.

Occasionally, CAR's or CAM's are referenced with Personnel Policies. City Administrative Regulations and City Administrative Manuals are procedures within the scope of the Personnel Policy that are periodically created or updated and published for employee guidance.

POLICY I. GENERAL PROVISIONS

Section 1. Authority

The City Council, at the meeting of December 18, 2008, does hereby amend the following Personnel Policies for Peachtree City originally adopted July 9, 1981.

Section 2. Purposes

These policies are adopted to provide for the recruitment and development of the best available employee for each position in the personnel system of Peachtree City and to establish orderly procedures for administering that personnel system so as to be consistent with the following merit principles:

A. Recruiting, selecting and advancing employees on the basis of their relative ability, knowledge, and skill, including open competition of qualified applicants for initial appointment;

B. Establishing pay rates consistent with the principles of providing comparable work;

C. Training employees, as needed, to assure high-quality performance;

D. Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance and separating employees whose inadequate performance cannot be corrected;

E. Assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, age, religion or ~~handicapped~~ disability status;

F. Establishing a procedure for the presentation and adjustment of employee grievances based on alleged inequitable treatment because of some conditions of their employment; or based on alleged discrimination because of race, color, national origin, sex, age, religion or ~~handicapped~~ disability status;

G. Assuring employees protection against partisan political coercion and prohibiting their use of official authority for interfering with or affecting the results of an election or the nomination for an office.

Section 3. Positions <u>(Amended 02/19/09)</u>

These policies shall apply to all positions in the classified service including regular part-time and non-regular part-time employees as well as any temporary or part-time positions as may be specifically covered by action of the City Council. A "Classified Position" is any full-time year-round, regular part-time, or non-regular part-time position which exists or which is created in any agency of the City government, if wages or salary of the incumbent or future employee is paid wholly by the City government, and/or if the employee is under control of the City as prescribed by the City Charter.

A regular full-time employee will be scheduled to work a minimum of 40 hours a week. A regular part-time employee will be scheduled to work a minimum of 20 hours a week, but not more than 30 hours a week on average. ~~(10/7/82)~~ A non-regular part-time position will be scheduled to work variable hours with no regular schedule. Regular and non-regular part-time positions do not qualify for benefits. ~~(Amended 12/18/08, 02/19/09)~~

Those employees holding positions on an elective or appointive board, in an elected position or of a temporary full-time, temporary part-time or voluntary nature, are not to be included in the classified service.

Classified positions shall be divided into two categories: 1) Salaried and 2) Hourly.

Section 4. Administration

These policies shall be administered by the City Manager and in conformity with the Personnel Ordinance. Throughout these policies, powers, and duties, implied or expressed as pertaining to the City Manager, may be delegated by him to the Human Resources Manager, who may further delegate such authority to subordinates with the approval of the City Manager. The Division Director/Chief may formulate and prescribe such rules and regulations as he may deem necessary for the operation of the Division, so long as they do not conflict with the policies contained herein. Such rules and regulations, when approved by the City Council or City Manager as appropriate, shall be binding on the members of the Division.

Section 5. Amendment

Any policy set forth herein may be amended or terminated at any regular or special meeting of the City Council by adoption of an appropriate amendment by ordinance or resolution. Notice of any such amendment or termination shall be posted in prominent places in the City offices prior to the time they are to be considered by the City Council.

Section 6. Interpretation

These policies are intended to cover most personnel problems and actions, which may arise. Those not specifically covered shall be interpreted by the City Manager in keeping with the intent of the Personnel Ordinance and these policies.

Section 7. Veteran's Preference

Procedures concerning honorably discharged veterans of any war will conform with Article III, Section VII, and Paragraph XXIV, of the Constitution of the State of Georgia.

Section 8. Enforcement and Administration

The responsibility and authority of the enforcement and administration of the policies set forth herein are vested in the City Manager.

POLICY II. THE POSITION CLASSIFICATION AND PAY PLAN
(Amended ~~2/7/85,~~ 11/02/00)

Section 1. Objectives

The objective of the Position Classification and Pay Plan is to give comparable pay for comparable work and to provide a minimum salary for each class of positions in Peachtree City that will allow it to retain competent employees and to compete in the job market with other private and public employers in the area.

Section 2. Definitions (~~Revised~~ Amended 9/19/91)

A. The Position Classification and Pay Plan is the official or approved system of grouping positions into appropriate classes approximately equal in difficulty, responsibility, training, experience requirements and salary including: 1) a systematic index of all class titles under appropriate occupational breakdowns; 2) minimum and maximum salary.

B. A "position" is a group of currently assigned duties and responsibilities requiring the full-time or part-time employment of one or more persons. A position may be occupied or vacant.

C. A "class title" is the official designation or name of the class. It shall be used on all personnel records and actions. Working or office titles may be used for public or internal administration purposes.

D. A "class" is a group of positions (or one position) that: 1) has similar duties and responsibilities; 2) requires like qualifications and 3) can be equitably compensated by the same approximate salary.

E. A "position description" is a written description containing a general definition of the position; examples of duties; desirable knowledge, skills and abilities; desirable training and experience. These position descriptions are descriptive and not restrictive.

Section 3. Establishment of Position Classification and Pay Plan

The Position Classification and Pay Plan of the City of Peachtree City adopted by resolution of the City Council shall remain in effect until modified in accordance with provisions of these policies.

Section 4. Allocation of Positions: Creation of Classes

After the establishment of a new position has been approved by Council, the Division Director/Chief involved shall complete a position description governing the duties and responsibilities of each proposed new position. The Human Resources Manager shall allocate the position to one of the classes in the classification plan. If a suitable class does not exist, he shall recommend the establishment of a new class and after the adoption of the new class by the Mayor and the City Council shall allocate the position to it.

Section 5. Transition to New Position Classification and Pay Plan

The following three principles shall govern the transition to the new Position Classification and Pay Plan:

1. No employee shall receive a salary reduction as a result of transition to the new plan.

2. All employees being paid at a rate lower than the minimum rate established for their respective classes shall have their salaries raised to at least the new minimum for their classes.

3. All employees whose salaries exceed the amount recommended by the City Manager shall remain at their present salary until such time as the recommended salary equals or exceeds the present salary.

Section 6. Payment at a Listed Rate

All employees covered by the Position Classification and Pay Plan shall be paid at a listed rate established for their respective job classifications.

Section 7. Entrance at the Minimum

Each new employee shall be appointed at the minimum salary which has been established for the classification in which he is employed except 1) if the new employee does not meet the minimum requirements of the position and qualified applicants for the position are not available, the City Manager may designate the employee as a "trainee" to be appointed at a salary below the minimum; and 2) when the City Council shall determine that there has been a demonstrated inability to recruit at the minimum salary or an applicant possesses exceptional qualifications, the City Manager, with the concurrence of the affected department head, may employ the applicant at a higher rate than the minimum.

Section 8. Salary of a Reclassified Employee

An employee whose position is reclassified to a class having a higher minimum salary shall receive a salary adjustment to at least the minimum new salary. An employee whose position is reclassified to a class having a lower minimum salary shall not receive a reduction in salary as a result of the reclassification.

Section 9. Salary of a Promoted Employee _(Amended 12/18/08)_

The salary of an employee promoted to a position in a class having a higher minimum salary shall be equal to at least the minimum salary for that position for at least the employee's probationary period. Upon successful completion of the probationary period, the employee will be granted regular status in the new position. ~~(Amended 5/17/90)~~ If the employee fails to successfully complete his probationary period following promotion, he shall be reinstated in his former position in the same class as his former position, at his former pay if the position is vacant. If the former position is not vacant, the employee may be assigned to any vacant position for which they are qualified at their rate of pay prior to promotion. If there are not vacant positions available for which they are qualified, the employee will be terminated. ~~(Amended 12/18/08)~~

Section 10. Salary of a Transferred Employee

The salary of an employee reassigned to a position in the same class level shall not be changed by the reassignment.

Section 11. Salary of a Demoted Employee

The salary of an employee demoted to a position in a class with a lower grade shall be reduced to the corresponding salary for such class or an amount equal to five percent (5%) below his former salary, whichever is greater. If the demotion is non-disciplinary, the City Manager may, if the employee's salary is comparable to other employees in this new position, elect to leave the employee's salary at the same level as his salary prior to the demotion.

Section 12. Salary of a Part-Time Employee

The position classification and Pay Plan is for full-time service. An employee appointed for less than full-time service shall be paid at an hourly rate.

Section 13. Regular Salary Increments _(Amended 06/13/82)_

All regular hours earned will be in increments of the nearest quarter hour. ~~(6/13/82)~~

Section 14. Remuneration (Amended ~~7/18/89,~~ 12/18/08)

All non-exempt full-time employees are eligible to receive overtime pay (at 1½ times regular hourly rate) for all hours worked above the number scheduled for the work period in accordance with the *Fair Labor Standards Act*. The established work periods for City employees are as follows:

Police Officers	-	80 hours/ 14 days
Firefighters	-	144 hours/ 19 days
All Others	-	40 hours/ 7 days

Employees must actually work all hours in the work period before receiving overtime pay. Employees may elect to receive compensatory time (at 1½ times the hours worked) in lieu of overtime pay. Vacation, sick, holiday or other types of leave will not count as hours worked for calculating overtime pay.

Any non-exempt employee called out to work during regularly scheduled off time will be credited with a minimum of two hours work time.

In accordance with the *Fair Labor Standards Act,* it is the employee's choice in an overtime situation to either be paid their overtime hours at 1½ times the hourly rate or to bank the overtime worked at 1½ times the hourly rate as compensatory time. If the Department head prefers awarding compensatory time instead of paying overtime, it must be agreed to by the employee prior to working the overtime hours. Compensatory time and overtime will be earned in 15-minute increments. Non-exempt employees should not accumulate more than 48 hours of compensatory time and will be paid overtime compensation for all overtime until such time as the accumulation has been reduced. Department heads are expected to use overtime, compensatory time, and other scheduling options in a judicious manner to maintain appropriate compensatory time balances. ~~(Amended 5/1/97, 12/18/08)~~

Exempt personnel are not eligible to receive overtime pay and will earn compensatory time off at straight time rate. Exempt personnel may accrue no more than 80 hours of compensatory time.

A list of exempt positions will be maintained by the Human Resources Manager.

Section 15. Pay Upon Termination of Employment

An employee who is separated from the City will receive any compensation due on the following regular payday.

Section 16. Effective Date of Salary Adjustment (Revised 3/19/92)

Annual merit increases shall be effective on the employee's annual evaluation date. The amount of merit increase will be determined by the employee's overall evaluation rating.

Council shall annually establish any standard salary adjustment, which will be effective on October 1 of each year. The Pay Plan will be adjusted according to the standard salary adjustment.

Special merit increases and cash bonuses must be approved by City Council and shall be effective on the date of final approval by City Council.

Section 17. Maintenance of Position Classification and Plan

A. Each time a vacancy occurs, a position description shall be reviewed/updated and submitted to the Human Resources Manager for a review of the allocation of the position. This requirement may be waived by the Human Resources Manager in cases where changes in the duties and responsibilities of a position have not occurred.

B. Each time a department or division is reorganized, position descriptions for all affected employees should be submitted to the City Manager for his review.

C. The City Manager may require departments or employees to submit position descriptions any time he has reason to believe there has been a change in duties and responsibilities of one or more positions.

D. Each year, prior to the preparation of the annual budget, the Human Resources Manager may be requested to secure information concerning the general level of salaries paid and fringe benefits provided comparable to municipal, county and state employees. The City Manager shall conduct or cause to be conducted studies of the internal relationships between classes of positions.

E. Every five years a formal survey to compare salaries with other local governments and labor markets should be completed. Based on these studies and recommendations of the Human Resources Manager, the City Manager shall recommend to the City Council such increases, reductions, or amendments of the Position Classification and Pay Plan as it is deemed necessary to maintain the fairness and adequacy of the plan.

F. A City wide classification study of all positions and duties will only be conducted as needed if informal or formal pay studies reflect major discrepancies in the pay plan.

G. Two years after the adoption of any new classification plan, the City Manager shall conduct a general review of the Position Classification and Pay Plan. The City Manager shall report the results of his review to City Council.

Section 18. Amendments to the Position Classification and Pay Plan

Each time a new class of positions is established or a current class of positions is abolished or minimum salaries are adjusted other than during the annual budget process, the City Manager shall submit his findings and recommendations to the City Council, who shall determine whether the establishment and/or abolishment of a class is in order and if any adjustment in minimum salaries is required. Such changes shall take the form of amendments to the plan and must be adopted by the City Council.

Section 19. Official Copy of the Position Classification and Pay Plan (Amended ~~Revised 9/19/91,~~ 11/02/00)

The Human Resources Manager shall be responsible for maintaining an official copy of the Position Classification and Pay Plan. The official copy shall include a list of grade and class titles and minimum and maximum salaries plus all amendments thereto. A copy of the official plan shall be available for inspection in the Human Resources Office under reasonable conditions during business hours.

Section 20. Effective Date of Position Classification and Pay Plan (Amended ~~Revised 9/19/91,~~ 11/02/00)

This plan becomes effective as of October 1, 2000, by City Council adoption.

POLICY III. RESERVED FOR FUTURE USE

POLICY IV. RECRUITMENT, APPLICANTS, AND APPLICATIONS

Section 1. Employment Policy

Discrimination in the employment of any person who is an applicant for a merit system position because of race, creed, color, sex, age, national origin, military status or because of a ~~handicap~~ disability (unless the ~~handicap~~ disability poses a bonafide reason for disqualification) is prohibited. Any official or employee of Peachtree City with information concerning a violation of the provisions of this paragraph shall file the information in writing with the Human Resources Manager who shall conduct an investigation and make recommendations to the City Manager as to any appropriate remedial action in the event he finds that the provisions of this paragraph have been violated.

Section 2. Notification

The Human Resources Manager shall use such various methods and media of publicity and areas of recruitment as may be expected to bring notice of vacancies to as many qualified persons as possible and to assure obtaining well-qualified applicants. Announcements of all vacancies in the classified service shall: 1) specify the title and salary range of the vacant position, qualification requirements, manner of making application and other pertinent information and 2) specify the date, time, and place of any examinations which may be required for the position.

Section 3. Open Continuous Applications

~~As a general policy, in order not to lose competent applicants, the Human Resources Manager will accept applications at any time whether or not a vacancy has been announced. As a result of a single application, a candidate shall be considered for all classes of positions in which his principal qualifications might profitably be used. All applications shall be kept on active file for a period of six (6) months.~~ As a general policy, no applications/resumes will be accepted unless the City has posted vacancies.

Section 4. Method of Application and Evaluation

Each applicant for a classified position within Peachtree City shall make application on a standard application form approved by the City Manager. The application shall be made at the Human Resources office. When deemed necessary, the Human Resources Manager may require the assistance of administrative and supervisory officials in reviewing, evaluating, and rating applications, and in conducting oral interview ratings of applicants. The City Manager shall establish whatever reference and investigation requirements he deems necessary to determine the reputation, competence, honesty, stability, dependability, etc., of each applicant and promotional candidate for a merit system position and order a check of arrest records if a factor in job performance. Criminal background checks will be performed on all new employees. A Motor

Vehicle Record (MVR) is required of all employees that drive City vehicles. (CAR 2-7) Employees for those positions designated by the City Manager as physically demanding and/or safety-sensitive may be required to undergo physical examinations at the City's expense prior to employment.

Section 5. Rejection of Applications

The Human Resources Manager may reject an application that indicates that the applicant is deficient in any or all of the requirements as specified in the class specifications or any recruitment notice. An applicant may also be rejected for the practice or attempted practice of fraud or deception in the completion of his application, or if his past record of employment is determined to be unsatisfactory to the Human Resources Manager. Notice of rejection shall be mailed to the rejected applicants by the Human Resources Manager

POLICY V. EXAMINATIONS, RATINGS AND ELIGIBLE LISTS

Section 1. Examination Program and Procedures

The Human Resources Manager may initiate and install, with the approval of the City Manager, a suitable examination program for any class of positions, along with procedures to implement such a program. Such programs may be carried out in cooperation with other governmental agencies as outlined in the Personnel Ordinance. Any written or performance test must be valid as to its ability to test for job performance, and must not be discriminatory as to ~~race, sex, or cultural factors~~ characteristics identified in Policy IV, Section 1.~~.~~

Section 2. Examination Policies

The Human Resources Manager shall make public announcements of any vacancy for which a competitive examination is to be given. If eligible applicants, or promotional candidates where appropriate, are already available as a result of previous announcements, or if the vacancy is to be filled by promotion from within, no public announcement of the vacancy need be made, but announcements will be placed in prominent places in the City offices and elsewhere in order to notify employees of promotional possibilities.

Section 3. Rating Examinations and Examinees

The Human Resources Manager shall be responsible for establishing and maintaining a list of qualified candidates whose names shall be submitted to the proper Division Director/Chief for further consideration. No candidate for employment who has failed the examination requirements for the position shall be given any further consideration except when no qualified candidate may be found. Such persons may be appointed on a temporary basis not to exceed six months.

POLICY VI. APPOINTMENT

Section 1. Method of Filling Positions

The Human Resources Manager shall submit records of all qualified applicants to the Division Director/Chief for his review. The Division Director/Chief shall then submit the name of the candidate whom he has selected to the Human Resources Manager.

Section 2. Emergency and Provisional Appointments

The City Manager may approve emergency employment for not more than 90 days and provisional employment without open evaluation when the position must be filled immediately. No such provisional employment shall continue longer than six (6) months, nor shall successive provisional appointments be allowed unless approved by Mayor and Council.

POLICY VII. PROBATIONAL AND REGULAR STATUS

Section 1. Probational Status (Amended 06/03/82)

Each applicant appointed or promoted to a position shall be designated as a probational employee for a period of six (6) months from the date of employment/promotion, or for a period of up to an additional ninety (90) days if such extension is recommended by the appointing authority and approved by the City Manager. Protective Services (sworn Police Officers and Firefighters/EMT/Paramedics) have a one (1) year probation from date of employment and six (6) months probation for promotions. The probation period may be extended an additional ninety (90) days if recommended by the appointing authority and approved by the City Manager. Extended probations are not allowed for promotions. During the probationary period, close observation of conduct and capacity of all probationers shall be made by appointing authorities, and if it is found from such observation or otherwise that probationer fails to meet all requirements satisfactorily, such employee shall be notified in writing of the reasons for such failure and dropped from the regular service (i.e. transfer, lay-off, dismissal and other personnel action without prior notice and without the right of appeal). ~~(6/3/82)~~ For any employee who is promoted from one position to a higher position, said employee shall retain his appeal rights, but shall only retain such rights as they apply to the employee's continued employment with the City. Any decision to rescind the promotion within the employee's probation period shall not be appealable.

Section 2. Regular Status

At least 15 working days prior to the expiration of the employee's probationary period, the appointing authority shall notify the Human Resources Manager in writing whether or not the employee has satisfactorily completed his probationary period. If the employee's work record or attitude is not deemed at an acceptable level to warrant recommendation for regular status, the appointing authority may recommend dismissal or extension of the probationary period for ninety (90) days. If a probational status employee fails to qualify for regular status at the end of an extended probational period, his appointment shall be terminated and he shall be removed from government service.

The City Manager shall review recommendations from the appointing authority and shall approve or reject such recommendations. The effective date of regular status for original or promotional appointments shall be designated by the City Manager. In no case shall an employee be assumed to have attained regular status without recommendation of the appointing authority and approval of the City Manager.

POLICY VIII. PROMOTIONS, TRANFERS, DEMOTIONS

Section 1. Policy

Vacancies in higher positions in the career service shall be filled as far as practicable by promotion from lower classes. To accomplish this purpose, the City Manager may direct that only qualified City Employees shall be considered for an existing vacancy. Such closed competition shall be allowed only when there is a sufficient number of qualified eligibles within the City service.

Section 2. Promotional Examinations

The Human Resources Manager may conduct competitive promotional evaluations or examinations in accordance with these regulations. Such promotional examination may consist of the same or a different type than that normally prescribed for entrance examination for the class. In competitive promotional ratings, the Human Resources Manager shall admit to the competitive process all employees who meet the published qualification requirements. The Human Resources Manager may require each applicant who chooses to compete for a promotion to complete an application for the position on or before a specified date. Police and Fire Departments will process all promotions through their assessment centers with the exception of clerical positions.

Section 3. Intra-Departmental Transfers

The appropriate department head may, with approval of the Division Director/Chief, at any time, transfer an employee under his jurisdiction from one position to another in the same department. An intra-departmental transfer of an employee to a position of another class shall be made only between classes within the same pay range. The Human Resources Manager shall be notified of such changes in assignment.

Section 4. Inter-Departmental Transfers

A transfer of an employee from one department to another shall have the approval of both appointing authorities concerned and the City Manager. Request for such transfer shall show how the employee concerned meets the qualification requirements of the class to which the transfer is proposed.

Section 5. Demotion (<u>Amended</u> 7/1/82)

Demotion is the movement of an employee from a higher grade/rank to a lower grade/rank with the same or less salary in the lower grade/rank by reclassification of his position to a lower grade/rank or by transferring him to a position with a lower grade/rank assignment.

A. Reason for Demotion

1. When an employee does not perform the duties and responsibilities of his position at an acceptable level of competence as determined by his Division Director/Chief.

2. When an employee is insubordinate or uncooperative, acts in a manner tending to lower discipline or morale within the City service, or acts in a manner deemed not in the best interest of the City service. Such employees may be demoted when alternative personnel actions such as suspension or dismissal may not be warranted, appropriate or deemed in the City's best interest.

3. When an employee commits an act, which violates any ordinance, rule, or regulation of the City, or any law of the United States or the State of Georgia.

4. When an employee voluntarily requests such demotion.

5. When an employee would otherwise be laid off because his position is being abolished due to lack of work or lack of funds, or because it has been reclassified to a higher classification/rank for which the incumbent is not qualified.

6. When former incumbent of the position returns to work from authorized leave in accordance with the rules on leave.

7. When an employee becomes physically incapacitated for the performance of the duties of his position and on either his/her own initiative or by action of the City Manager is transferred to a position which he is able to perform and which carries a lower grade/rank.

B. Demotional Recommendation

A Division Director/Chief may recommend to the Human Resources Manager that an employee be demoted when he determines such action is necessary, appropriate and in the best interest of the City. The recommendation shall be in writing and shall contain the reasons why it is necessary to recommend demotion rather than alternative personnel actions. The Human Resources Manager will then confer with the City Manager on an appropriate course of action.

C. Notification of Demotion

Upon notification of approval of demotion, the Division Director/Chief shall notify the employee. The notification shall be in writing and shall contain the reasons for demotion, the effective date and the employee's signature. If the employee feels the demotion to be unjust he/she will so state in writing giving his reasons. Original copy of the notification of demotion together with the employee's acknowledgment and reply thereto, if any, will be forwarded to the Human Resources Manager for inclusion in the individual's official personnel file. A regular status employee shall also be informed of his right of appeal as outlined in Policy XII of these policies.

Section 6. Reassignment (Amended 3/7/85)

Any employee ~~of the City performing duties that are physically demanding, potentially dangerous, or involve public safety~~ may be reassigned to modified, lighter or safer duties when: the employee is unable to perform current duties based on medical certification by a physician ~~approved by the City~~; when continued performance of current duties may aggravate a present medical condition/problem as diagnosed by a physician; or when continued performance of current duties may cause additional medical problems/injuries to the employee or other person(s). The City may require an employee to be examined by an appropriate health professional of the City's choice if the employee provides insufficient information from his/her treating physician (or other health care professional) to substantiate that he/she is unable to perform current duties. However, if an employee provides insufficient documentation in response to the City's initial request, the City will explain why the documentation is insufficient and allow the employee an opportunity to provide the missing information from their treating physician (or other health care provider) in a timely manner. Documentation is insufficent if it does not specify the existence of the medical condition, fails to explain sufficiently why the employee is unable to perform current duties, or is inconsistent with other information available to the City.

Every reasonable effort will be made to reassign the employee to other duties within the same department. During the reassignment period, the employee will be required by the Human Resources Office to provide periodic reports regarding the employee's condition. At the beginning of the sixth month of reassignment, the employee will be notified in writing by the Human Resources Office stating the date in which their period of reassignment will end.

If a reassigned employee is unable to resume, with reasonable accommodations, ~~his~~ the original duties within six (6) months of reassignment, the Human Resources ~~o~~Office ~~will~~ may, with the approval of the City Manager, assign the employee to a vacant position in another classification for which the employee is qualified and able to perform (with or without accommodations), and at a salary comparable to that of other employees in the same classification. If no vacancy exists in another classification for which the employee is qualified (with or without reasonable accommodation), the employee ~~may~~ shall be separated from City service. ~~This does not apply to employees that are still protected by FMLA or pregnant employees who could remain on light duty up to nine (9) months.~~

POLICY IX. PERFORMANCE APPRAISAL PLAN

Section 1. Policy and Objectives

It is the policy of Peachtree City to assure that each probationary and regular employee in the City service will have the opportunity, at predetermined intervals, to discuss with his supervisor his overall work performance and his personal progress. This policy is to be implemented through the performance planning and evaluation system in which results achieved are compared with previously established standards for results expected.

It is intended that the results oriented approach will strengthen the working relationship between each employee and his supervisor, provide a clear understanding of mutual expectations regarding past and future work, and stimulate a <u>commitment</u> <u>to</u> <u>excellence</u> for the individual and the City.

Implementation of this policy achieves several objectives. Without regard to order of importance, they will:

A. Help each employee perform his present work more effectively, with direct benefits both to himself and to the department;

B. Enable each department to utilize better the full capabilities of each of its people, and hence improve its own performance in reaching its objectives;

C. Provide meaningful data for consideration in personnel decisions such as merit increases, promotions, transfers, reassignments, layoffs, reemployments, disciplinary actions, etc.;

D. Encourage each employee to evaluate his own performance, specific or general problems, and long range career interests and objectives;

E. Enable supervisors to know each employee better as a person, to recognize more quickly certain capabilities and potentials, to become aware of emerging interests and objectives, and to demonstrate more clearly his own interest in the employee's further development and progress;

F. Provide each supervisor with an opportunity to sense any problems in job satisfaction and morale among employees, individually or as a group, and to understand the factors that may be affecting their performance adversely, and consequently his own performance.

Section 2. Development of Performance Appraisal System

A. Job Review: The supervisor and employee shall review their perceptions of the employee's job and come to a mutual agreement on the exact functions and components of the job. Those broad areas, which are considered most important, shall be defined and used as a starting point for the second phase of the process.

B. Development of Job Requirements: The supervisor and employee shall mutually establish the position responsibilities, duties, and tasks against which performance shall be measured. The main source of these requirements should be transferred from the employee's job description. Job requirements shall measure what is expected of the average fully qualified employee. The job requirements shall be set for the position, not the person. Any individuals in the same position shall be evaluated based on the same job requirements.

Responsibilities shall be as explicit and as measurable as possible to avoid future disagreements about whether or not an objective has been met.

C. General: Position responsibilities, duties, and tasks shall be recorded under Position Requirements on the Performance Appraisal Instrument (see sample) in order of importance.

Any changes to job requirements are to be recorded on additional pages or entered as corrections or updates on the original Performance Appraisal Instrument (PAI) and recorded in the Summary Performance Appraisal form under Supervisor's comments. A new PAI will then be developed after the evaluation period. If there is a change of supervisors, the successor is to review promptly the current plans of each employee they later will be called upon to evaluate. If he/she contemplates changes, these are to be discussed with the employee concerned and made a matter of record in the Summary Performance Appraisal form under Supervisor's comments. The same process will follow as mentioned above.

After the job requirements have been established for each position, copies of the forms shall be filed in the Human Resources office, in the department's personnel files and a copy shall be given to the employee. Copies of the revised forms shall be filed in the same way.

If possible, advance notice of at least two (2) working days should be given each employee prior to his performance evaluation discussion. Notice can be either verbal or written. The objective of this discussion is full understanding and agreement. Consequently, either party should be willing and able to refer to specific examples if these are needed for clarification. Each is free to have notes, questions, data, and other information at hand for quick reference.

Third parties may be present at a performance evaluation discussion under certain special circumstances. The most frequent case would be for training purposes. If an observer is to be present, the evaluating supervisor should inform the employee and obtain his approval, in advance.

After the evaluation discussion, the supervisor discusses his/her recommendations with the appropriate authority. The procedure then follows the management system that has been approved by the City Council.

Section 3. Performance Appraisal Instrument (Amended ~~3/19/92,~~ 10/01/06)

When the job requirements are established, they will be listed on the Performance Appraisal Instrument. The employee will be rated as unsatisfactory, marginally satisfactory, fully satisfactory, exceeds standards or outstanding on each requirement and will then be given an overall rating of unsatisfactory, marginally satisfactory, fully satisfactory, exceeds standards or outstanding.

Section 4. The Evaluator

No employee should have any doubt as to whom he reports or to whom he is accountable for his work performance at any given time. If, because of rotational assignments or for other reasons, the employee will be working short periods for a number of persons, the department will designate the evaluator in advance. It will be expected that this evaluator will consult with other supervisors and document their evaluation, as a basis for informal interim work reviews and the formal evaluation each year.

If the employee transfers to a different position and becomes responsible to a different supervisor, the original evaluator will prepare a special performance evaluation prior to the effective date of position change. The new supervisor then will develop new job requirements to apply for the balance of the normal rating period.

Promotions, within or between departments, result in a new probationary period and require the performance evaluation procedure appropriate to the status.

Section 5. Frequency of Review (Amended ~~Revised 9/19/91~~ 12/18/08)

All City employees are subject to a successful completion of a probationary period. Firefighters and certified Police Officers are subject to a one (1) year probationary period upon initial hire, with a six (6) month probationary period for promotion. New uncertified Police Officers that spent 10 weeks at the Academy will start their one (1) year probationary period after they have completed the Academy and receive their certification. All other new City employees are subject to a six (6) month probationary period.

Probationary employees, in either initial employment or promotional status, will be reviewed at the end of three (3) months and at least fifteen (15) days prior to the completion of the six (6) month probationary period. ~~Due to Police Officers being at the Police Academy for the first ten (10) weeks of their employment, the three-month review is waived and replaced with a six-month review.~~ New Firefighters and certified Police Officers will be reviewed at six (6) months instead of three (3) months because of their one (1) year probation.

The three (3) month or six (6) month probationary review for new hires and the three (3) month review for promotions will take the form of a memo for the employee's personnel file. Written documentation should be established for either good work or work that needs improvement. If the employee successfully completes the probationary period, regular status will be granted. The employee is then evaluated on the anniversary of hire date or promotion.

The City Council may authorize a merit increase and/or cash bonus, at any time to a deserving employee based on exemplary performance, acts or actions that prove to be most beneficial to the City. An employee receiving this special remuneration will still be eligible for further salary adjustment at the next annual evaluation.

Section 6. Performance Rating Linked to Personnel Actions (Amended ~~3/19/92~~ 10/01/06)

After annual or end of probation performance appraisals are completed, the following process occurs:

A. As shown in Section 3, an evaluation will be completed and overall rating given to an employee's performance.

B. The following personnel actions will be taken based on the employee's overall performance rating, which is described in detail in the performance appraisal program:

1. Unsatisfactory – If the employee's overall rating is deemed unsatisfactory, the employee will be terminated from City employment. There must be documentation that the City employee has been made aware of his unsatisfactory performance prior to the evaluation and advised on what would be required to be considered satisfactory.

2. Marginally Satisfactory – If the employee's overall performance rating is marginally satisfactory, the employee will be placed on a 90-day probation. The employee will be evaluated monthly with documentation signed by the employee, supervisor and Director/Chief and forwarded to Human Resources Department. The employee ~~and~~ must achieve a fully satisfactory rating at the end of the 90-day probation period or the employee will be terminated from City employment.

3. Fully Satisfactory – If the employee's overall performance rating is fully satisfactory at the end of probation, the employee will be granted regular status. If the employee is rated fully satisfactory on their annual evaluation, the employee is eligible for a one (1) step merit increase.

4. Exceeds Standards – If the employee's overall performance exceeds that of other employees in that same position at the end of probation, the employee will be granted regular status. If the employee is rated "exceeds standards" on his annual evaluation, the employee is eligible for a two (2) step merit increase.

5. Outstanding – If the employee's overall performance rating is outstanding at the end of probation, the employee will be granted regular status. If the employee is rated outstanding on their annual evaluation, the employee is eligible for a three (3) step merit increase. The outstanding rating is earned through work product and quality, not tenure and/or years of service.

Section 7. Final Review

The final review process is as follows:

A. Division Directors/Chiefs reporting directly to the City Manager shall be evaluated by the City Manager.

B. The Mayor shall evaluate the City Manager and the City Council shall review the evaluation.

C. The Human Resources Manager reviews evaluations for consistency for all divisions. Chiefs and Directors are responsible for final approval of all evaluations in their division with City Manager's oversight as outlined in the performance appraisal program.

POLICY X. SEPARATIONS

An employee may be separated from the service of the City by any one of the eight (8) different methods described below:

Section 1. Resignation (Amended 03/23/84)

To resign in good standing an employee shall give in writing to their immediate supervisor and Division Director/Chief at least two weeks prior notice. Resignation notices shall include the date the resignation is submitted, the effective date of the resignation and the reason for resigning. When resigning employment with the City, the employee must actually work a full two-week notice in order to be considered leaving in "good standing." Employees not working a two-week notice will be considered as resigning without notice and will not be eligible for rehire. Under exceptional circumstances, ineligibility for rehire may be waived by the City Manager upon review of the employee's previous work record and circumstances of the employee's resignation. The official termination date will be the last day an employee works. The City Manager may waive the 14-day notice period if exceptional circumstances warrant immediate resignation. Also, if necessary, any employee having given the proper notice may be asked to resign immediately, with his pay to continue until the effective date as stated in his original resignation letter. ~~(3/23/84)~~

Section 2. Compulsory

An employee who is absent from work for a period of three (3) working days or more without notifying his supervisor of the reasons for his absence and receiving permission to remain away from work shall be considered as having resigned without notice and not in good standing, provided, however, that the failure to contact his supervisor was not caused by unavoidable circumstances. Such an employee is normally not eligible for re-employment. The official termination date will be on the day following the third consecutive day with no notification.

Section 3. Disability

An employee may be separated for disability when ~~he has contracted some mental or physical ailment or defect, which incapacitates him for usefulness in the City's service~~ such disability renders the employee unable to perform the essential functions of his job even with a reasonable accommodation. Action may be initiated by the employee, his legal representative, or the City, but in all cases it must be supported by ~~medical~~ evidence acceptable to the City Manager. The City may require an examination at its expense, performed by a physician of its choice.

When a disability of any kind is discovered which impairs the effectiveness of an employee or makes his continuance on the job a danger to himself or others a Division Director/Chief may direct an employee under his jurisdiction, or the City Manager may direct a Director/Chief under his jurisdiction, to be examined by a designated physician of the City and the following action shall be taken:

A. If the disability ~~is correctable,~~ may be reasonably accommodated, the employee shall be allowed a specified time as determined by the City Manager to have it corrected. If he fails to take steps to have the disability corrected within the specified time, he shall be subject to disciplinary action.

B. If, in the opinion of the examining physician, the disability cannot be ~~corrected,~~ reasonably accommodated, the Division Director/Chief, subject to the approval of the City Manager, shall:

Attempt to place the employee in another position in which he can perform satisfactorily. If that cannot be accomplished successfully, the Division Director/Chief shall take steps to separate the employee from the City service through retirement or lay-off. Effective termination date will be determined at the time a decision is made.

An employee may not avoid discipline or termination for misconduct or poor job performance arising from an unaccommodated disability that the employee did not previously disclose to his Division Director/Chief or Human Resources Manager.

Section 4. Death

An employee who dies while in the City service shall be separated effective as of the date of death. Accumulated annual leave and any salary due the employee shall be paid to the estate of the deceased or as otherwise required by law.~~.~~

Section 5. Reduction-in-Workforce (Amended 10/18/08)

A reduction-in-workforce, as approved by Council, is the termination of employment of any regular employee when, for any valid reason, it may be necessary to abolish one or more positions or reduce the number of employees in the City service. Reduction-in-workforce does not reflect discredit upon the service of the employee.

If a reduction-in-workforce shall be so ordered within a given department, employees within each affected job class shall be terminated based on seniority, performance history, assigned duties, and job skills best suited to the needs of the City. If it shall be found that two (2) or more employees have equal job skills and performance history, the Division Director/Chief shall retain the employee with the greatest seniority. Within each affected job class, all temporary employees shall be terminated before probationary employees, and all probationary employees shall be terminated before any regular employee.

If a regular employee is scheduled to be terminated, he shall be offered a demotion to a lower class if a vacancy exists and if he is qualified to fill positions in the lower class involved.

Prior to a reduction-in-workforce, the names and job titles of any and all regular employees scheduled for termination shall be submitted to the City Manager for approval and until he has approved and confirmed the names submitted for termination, no termination shall be consummated.

Regular career employees shall be notified in writing at least 14 calendar days prior to the effective day of termination due to reduction-in-workforce. Effective termination date will be the last day worked.

Section 6. Loss of Job Requirements

Any employee who is unable to do his job adequately because of loss of or inability to obtain a necessary license or other requirement may be terminated if another position for which he is qualified is unavailable. Effective date will be the last day worked.

Section 7. Dismissals

A regular or non-regular employee whose work is not satisfactory over a period of time shall be notified in what way his work is deficient and what he must do if his work is to be considered satisfactory. A regular or non-regular employee may be dismissed by his Division Director/Chief if ~~he~~ in his opinion the employee fails to perform work up to the standard of the classification which he holds, or ~~if he is guilty~~ has committed ~~of~~ any ~~of the~~ acts ~~listed in Policy XI, Section 5.~~ warranting discipline. Prior to an employee being discharged, the Division Director/Chief shall ~~immediately~~ first obtain ~~final approval~~ concurrence from the City Manager and then notify the Human Resources Manager. The discharged employee should be given a written notice of the discharge indicating the effective date and the reasons for the discharge. A regular or non-regular employee shall be notified of the right of appeal as provided in Policy XII, Section 4.

Section 8. Retirement

Retirement shall be governed by policies set forth in the City Retirement Plan. Upon retirement, the employee shall be paid for any unused leave balances plus accumulated vacation leave. Sick leave will be paid as stated in Policy XIII, Section 5.

Section 9. Exit Interviews

All regular employees leaving the City service will be interviewed by the Human Resources Manager. The purpose of the interview is to assist in the overall operation of the City and to provide information concerning benefits to all terminating employees.

POLICY XI. DISCIPLINARY ACTION
(Amended 01/03/85)

It is the policy of the City of Peachtree City that employees conduct themselves and City affairs in accordance with the highest standards of personal integrity and ethical business practices. Every employee must clearly understand that a violation of any rule or regulation adopted by the City, any misappropriation, misuse, or conversion of City funds or property, regardless of the value, for personal use or gain will not be tolerated.

Employees determined to be in violation of this policy will be subject to disciplinary action up to and including immediate termination of employment and criminal prosecution, if warranted. Policy XI, Section 5, contains a partial listing of unacceptable employee conduct/action that will result in disciplinary action. ~~(Amended 1/3/85)~~

Section 1. Reprimand **(Amended 07/18/89)**

Reprimand is an oral or written notice of policy violation, mistakes, inefficiency or other factors which may adversely influence employee's ability to efficiently and effectively carry out his duties and responsibilities.

A. Oral Reprimand ~~(Amended 7/18/89)~~

Oral reprimands will be considered the normal means of correcting the actions of subordinates; such reprimands will not affect the employee's privileges or status but will be recorded in his departmental personnel file.

B. Written Reprimand

Written reprimand will be reserved for repeated offenses or those of a serious nature. When reduced to writing, they are required to be shown to the subordinate, who will acknowledge receipt of it over his signature. The subordinate, if he feels the written reprimand to be unjust, will so state in writing, giving his reasons. Original acknowledgement and reply thereto, if any, will be forwarded to the Human Resources Manager for inclusion in the individual's official personnel file.

C. Appeals from Reprimands

Oral or written reprimands may be appealed through the appeal procedure prescribed in Policy XII of this manual, provided such appeal is instituted within 10 working days of date of oral reprimand or receipt of written reprimand.

Section 2. Suspension **(Amended 07/18/89)**

Suspension is the temporary removal of an employee from the City service for cause for a specified or indefinite period. A suspended employee shall not receive pay during the suspension period and may accrue benefits during the suspension period only as specifically provided in other parts of this rule.

A. Suspension for Disciplinary Reasons

An employee who does not continue to do his work at an acceptable level of competence as determined by his Division Director/Chief, who is insubordinate or uncooperative, who acts in a manner tending to lower discipline or morale within the City service or who acts in a manner deemed not in the best interest of the City service or its good repute may be suspended for a reasonable period of time, not to exceed 10 working days, when alternative personnel actions (demotion or dismissal) may not be warranted, appropriate or deemed in the best interest of the City.

B. Suspension Pending a Court Decision ~~(Amended 7/18/89)~~

An employee may be suspended for an indefinite period when the City Manager determines such action is necessary and in the best interest of the City service in cases where an employee is charged with and awaiting trial for a criminal offense involving matters prima facie prejudicial to the competent discharge of his duties and responsibilities. In these cases, the City Manager may take such action, which he deems necessary under the circumstances. After the employee has been tried and a verdict reached by the court, the City Manager shall then make a final determination as to whether the employee shall be reinstated, dismissed or subject to whatever disciplinary action that may be considered to be necessary and appropriate in consideration of the facts in the case.

C. Suspension During Investigation of Charges ~~(Amended 7/19/89)~~

When an employee has acted or is alleged to have acted in a manner which would subject him to dismissal from City service, he will be given a written list of charges and may be suspended, with pay, by his Division Director/Chief for a period not to exceed 10 working days while the Division Director/Chief and Human Resources Manager investigate the charges before making a (final) determination as to whether the employee should be disciplined, up to dismissal from the City service. An employee who is exonerated of charges following investigation shall be reinstated without loss of pay, privileges, benefits or status.

D. Notice of Suspension

A regular and non-regular employee who is not on a probationary status shall be informed in writing of his suspension and reasons thereof and the right of appeal. The Human Resources Manager shall be notified immediately of all charges.

E. Suspension Which May Be Appealed

Any suspension of a regular or non-regular employee who is not on a probationary status for disciplinary reasons or a suspension during an investigation of charges may be appealed pursuant to Policy XII within 10 working days of receipt of written notification of suspension or suspension shall become final without further action.

Section 3. Demotion

See Policy VIII, Promotions, Transfers and Demotions, Section 5.

Section 4. Dismissal <u>(Amended 07/18/89)</u>

Dismissal is the removal of a regular status employee from the City service for cause. In cases of appeals from dismissal, a dismissed regular or non-regular employee who is not on a probationary status shall not be permitted to accrue any benefits or privileges during the period he is awaiting a final decision on his appeal.

A. Employees Subject to Dismissal

An employee subject to these policies may be dismissed for cause when alternative personnel actions (i.e., suspension, demotion, etc.) would not be deemed sufficient, appropriate or in the best interest of the City service and its good repute.

B. Dismissal Recommendation ~~(Amended 7/18/89)~~

When he determines that such action is necessary, appropriate and in the best interest of the City service, a Division Director/Chief will recommend to the Human Resources Manager that an employee be dismissed. The recommendation will be in writing and shall contain the reasons why it is necessary for the Division Director/Chief to recommend dismissal and why he is recommending dismissal rather than alternative personnel actions. The Human Resources Manager will then confer with the City Manager on an appropriate course of action.

C. Dismissal Notification

Notification of dismissal shall be in writing and shall contain the reasons and the effective date. A regular or non-regular employee who is not on a probationary status_shall also be informed in his notification that he has the right of appeal, pursuant to Policy XII of these policies.

Section 5. Reasons for Disciplinary Actions (Amended 12/18/09)

Listed below are some of the reasons, which might be cause for disciplinary action referred to in this policy, but disciplinary action is not limited to the offenses listed.

1. Insubordination or uncooperative attitude, tending to lower discipline and morale.

2. Failure to do work at an acceptable level of competence as determined by the Division Director/Chief (may include excessive tardiness, lost time or inefficiency).

3. Conviction of a felony or crime involving moral turpitude.

4. Inexcusable absence without leave.

5. Abuse or misuse of City property or vehicles.

6. Willfully or recklessly giving false statements to supervisors, officials, or the public.

7. Violation of City ordinances, administrative regulations or departmental rules.

8. Drinking alcoholic beverages during the duty day, or outside working hours in such a manner as to adversely affect attendance or job performance or any involvement in the manufacture, distribution, possession or use of illegal, non-prescription drugs or illegally obtained prescription drugs.

9. Discovery of a false statement in an application or pre-hire interview or examination, which had not been detected previously.

10. Acceptance of gratuities in conflict with Policy.

11. Physical or mental disability, ~~which~~ that even with a reasonable accommodation

precludes satisfactory performance of duties or ~~refusal to be examined by a City authorized, licensed physician when so directed.~~ poses a direct threat of harm.

12. Conducting any political activities while performing any City duties. (Amended 3/21/91)

13. Acts during or outside of duty hours, which are incompatible with the public service.

14. Discourteous treatment of the public or other employees.

15. Theft or conversion of City funds or property, regardless of value, to include items earmarked for disposal or salvage.

16. Theft of City plants, flowers, trees, wood~~,~~ chips, soil, sand and any other nature related item.

17. Use of City equipment or facilities for personal use or benefit.

18. Use of City employees to perform work or duties for the personal benefit or gain of another City employee.

19. The use of any tobacco product in any City building or vehicle.

20. Arrest or indictment of an employee for a felony or crime of moral turpitude, taking into consideration the nature of the employee's position.

21. The employment or contracting with a subordinate employee by the immediate supervisor without Director/Chief approval to perform work after duty hours on a personal residence, automobile or other personal property or to solicit any type of service, money or property for personal gain from the subordinate.

22. Violation of safety and health rules and established safety standards.

23. Refusal to be examined by a City authorized licensed physician when so directed.

POLICY XII. GRIEVANCES AND APPEALS (JULY 1, 1982)

Section 1. Policy

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustments of employee grievances. It is the desire of the City to address grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which will be resolved only after a formal appeal and review.

Section 2. Grievance

A grievance is a complaint made by a regular or non-regular employee who is not on a probationary status concerning the interpretation of these rules affecting his employment with the City. This complaint is not the basis for an appeal to the Examining Panel under Section 4 of this Policy. A Grievance does not include any disciplinary action imposed on an employee pursuant to Section XI of this Policy.

A. Grievance Procedure (Informal)

An employee who has a problem or complaint should first try to get it settled through discussion with his immediate supervisor within five (5) working days after a grievance has occurred. If, after this discussion, he does not believe the problem has been satisfactorily resolved, he should have the right to discuss it with his supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion he shall then have the right to file a formal grievance in writing to the Division Director/Chief within five (5) working days after receiving the informal decision or decisions. An informal grievance shall not be taken above the Division Director/Chief.

B. Grievance Procedure (Formal)

1. Within five (5) working days after an employee receives a decision involving an informal grievance that is not satisfactory to the employee, the employee shall have the right to file a written complaint with their Division Director/Chief. The written complaint shall state the nature of the grievance, the supervisors through which the employee had attempted to resolve the grievance and the relief that the employee sought. The employee's Division Director/Chief shall promptly investigate the employee's grievance, including, but not limited to discussing the grievance with the employee, their authorized representative, if any, and with any other appropriate persons. The Human Resources Manager shall maintain a file involving each formal grievance, which contains all written materials submitted by an employee and by any of the employee's supervisors or Division Director/Chief.

2. Within 10 working days after receiving a written complaint from an employee involving a grievance, the Division Director/Chief shall render a decision in writing. Notice of the decision shall be sent to the Human Resources Manager and to the employee or their authorized agent, if any.

3. If the decision reached by the employee's Division Director/Chief is not satisfactory to the employee, the employee shall have the right to file a written complaint involving the grievance with the Human Resources Manager, setting forth particularly the grounds wherein such employee contends that the decision of the Division Director/Chief was in error. The written complaint shall be filed with the Human Resources Manager within 10 working days after a final decision has been reached by the Division Director/Chief and comply with the requirements of paragraph one (1), Formal Grievance Procedures. Upon receiving the grievance, the Human Resources Manager shall investigate the employee's grievance by discussing the grievance with the employee, their authorized representative, if any, or with any appropriate persons and shall review the decisions of the employee's supervisor and Division Director/Chief.

4. Within 10 working days after receiving a grievance of any employee, the Human Resources Manager shall issue a recommendation concerning the employee's grievance. A copy of the recommendation from the Human Resources Manager shall be forwarded to the City Manager. The City Manager shall make the final decision and the Human Resources Manager will forward a copy of the City Manager's decision to the employee or their authorized agent. The ruling of the City Manager involving a grievance shall be final.

Section 3. Grievance Procedures for Division Director/Chief (12/9/82)

A. Grievance Procedures (Informal)

A Division Director/Chief who is not on a probationary status who has a problem or complaint should attempt to solve that problem or resolve that complaint by discussing it with his immediate supervisor within five (5) working days after the occurrence that gave rise to the grievance. If the Division Director/Chief is dissatisfied with the decision reached by the discussion, he then has the right to file a formal written grievance to the City Manager within five (5) working days after receiving the informal decision or decisions. An informal grievance cannot be appealed beyond the City Manager.

B. Grievance Procedures (Formal)

1. Within five (5) working days after a Division Director/Chief receives an unsatisfactory result on an informal grievance, he may file a written complaint with the Mayor. A written complaint shall state the nature of the grievance and the relief that the Division Director/Chief seeks. The Mayor shall investigate the Division Director/Chief's grievance by discussing the grievance with the Division Director/Chief or his authorized representative and with any other persons. The Human Resources Manager shall maintain a file on each formal grievance, which shall contain all written materials submitted by an employee.

2. Within 10 working days after receiving a written complaint from a Division Director/Chief involving a grievance, the Mayor shall render a written decision. Notice of the decision shall be sent to the Human Resources Manager and to the Division Director/Chief or his authorized representative.

3. If the Division Director/Chief is dissatisfied with the Mayor's decision, he may file a written complaint on the grievance with the City Council. Said complaint shall be set forth with particularly any errors in the Mayor's decision. The written complaint shall be filed with the City Council within 10 working days after a final decision has been reached by the Mayor and shall comply with the requirements of paragraph one (1), Formal Grievance Procedures. Upon receiving the grievance the City Council may elect one or more City Council members to investigate the grievance and review the decision of the Mayor.

4. Within 30 working days after receiving a grievance of a Division Director/Chief the City Council shall hear the investigator's finding and shall issue a decision on the grievance. A copy of the decision of the City Council shall be sent to the

employee or his authorized representative by the Human Resources Manager. The ruling of the City Council involving a grievance shall be final.

Section 4. Appeals **<u>(Amended 12/18/09)</u>**

Any regular or non-regular_employee who is not on a probationary status, except for a Division Director/Chief, who is reprimanded, suspended, demoted or dismissed, shall have the right to appeal this action to an Examining Panel (hereinafter referred to as the "Panel").

A. List of Qualified Examiners

The Human Resources Manager_shall select and the City Council shall approve a list of City employees who shall be qualified to examine, investigate and hear appeals of aggrieved employees of the City. The list of qualified examiners shall be maintained by the Human Resources Manager.

APPEALS BOARD: The list of City employees occupying the following positions have been selected as examiners to hear appeals as provided for in the Grievance and Appeals Procedure, Personnel Policy XII that was approved by the Mayor and the City Council on July 1, 1982. ~~(Revised 5/1/97, 12/18/08)~~

1. Police Chief
2. Building Official
3. Director of Leisure Services
4. Fire Chief
5. Police Major
6. Superintendent of Public Works
7. Director of Public Services
8. City Engineer
9. Director of Developmental Services
10. Director of Financial Services

B. Procedure for Appeals

1. Within ten (10) working days after an employee of the City has been aggrieved as defined in Section 3, the aggrieved employee (hereinafter referred to as the "appellant"), or their authorized agent, if any, shall file an appeal in writing with their Division Director/Chief and the Human Resources Manager.

2. Within five (5) working days after an appeal has been filed, the appellant or their authorized agent, if any, shall select from the list of qualified examiners the names of five persons that he/she wishes to serve on the panel and shall submit said names to the Human Resources Manager.

3. Within two (2) working days after the appellant or their authorizing agent, if any, has submitted the names of five (5) qualified examiners to the Human Resources Manager, the Human Resources Manager shall review the list of qualified examiners who have been selected and shall delete the names of two of the examiners. The remaining three qualified examiners shall comprise the panel.

4. Within ten (10) working days after the members of the panel have been selected, the Human Resources Manager shall schedule a hearing before the Panel and shall promptly notify all persons involved of the time and place of the hearing. The date of the hearing may be continued by agreement between the appellant or their agent, if any, and the Human Resources Manager; but, in any event, the hearing shall be held not later than 23 working days after the three (3) members of the Panel have been determined. All hearings shall be held in public session.

5. At the hearing before the Panel, the appellant shall have the right to be present and to be heard either personally or through counsel, to have all witnesses sworn, to call and examine witnesses on any evidence against him/her. This hearing will be recorded.

6. Within five (5) working days after a hearing before the Panel, the Panel shall make a recommendation to the City Manager. The City Manager shall make a decision on the employee's appeal. The Human Resources Manager shall mail by certified mail a copy of the decision to the appellant. When the decision of the City Manager is in favor of the appellant, said employee shall be restored to their former position and pay status and shall also be paid for salary, wages, and allowances which may have been withheld or forfeited from the time of such dismissal, demotion, suspension, or reprimand.

7. The appellant may, if they so choose, appeal the City Manager's decision within five (5) working days of that decision with the Mayor and City Council. The Mayor and Council shall make its decision on the record in the hands of the Panel and information from the City Manager unless the City, in its discretion, shall order a further evidentiary hearing as a matter of right. The decision of the Mayor and City Council shall be made within 15 working days of the time an appeal was filed and will be final.

Section 5. Appeals for Division Directors/Chiefs

All Division Directors/Chiefs who are not on a probationary status and are reprimanded, suspended, demoted, or dismissed shall have the right to appeal this action to the City Council.

A. Procedure for Appeals

1. Within ten (10) working days after an employee of the City has been suspended, demoted or dismissed, the aggrieved employee (hereinafter referred to as the "appellant"), or their authorized agent, if any, shall file an appeal in writing to the Mayor through the City Manager with a copy of the appeal to the Human Resources Manager.

2. Within ten (10) working days of the appellant filing an appeal, the Human Resources Manager shall schedule a hearing before the City Council and shall promptly notify all persons involved of the time and place of the hearing before City Council. The date of the hearing before City Council may be continued by agreement between the appellant or their agent, if any, and the Human Resources

Manager; but, in any event, the hearing shall be held not later than 23 working days. All hearings shall be held in public session.

3. At the hearing before the City Council, the appellant shall have the right to be present and to be heard either personally or through counsel, to have all witnesses sworn, to call and examine witnesses, to introduce exhibits, to cross examine opposing witnesses on any matter material and relevant to his/her appeal, and to rebut any evidence against him/her. This hearing will be recorded.

4. Within fifteen (15) working days after a hearing before the City Council, the City Council shall make a decision on the employee's appeal. The Human Resources Manager shall mail by certified mail or otherwise deliver a copy of the City Council's decision to the appellant. When the final decision of the City Council is in favor of the appellant, said employee shall be restored to their former position and pay status and shall also be paid for salary, wages, and allowances which may have been withheld or forfeited from the time of such dismissal, demotion, suspension or reprimand. (Approved 10/7/82)

POLICY XIII. ATTENDANCE AND LEAVE

Section 1. Hours of Work

The work schedule shall be established by the Directors/Chiefs and approved by the City Manager and shall be the same for all persons occupying full-time positions in the same class under the same conditions.

Section 2. Attendance (1/20/94)

Each Division Director/Chief shall be responsible for the punctual attendance of all employees under his administrative supervision and shall keep such attendance records as shall be required by the City Manager. ~~(January 20, 1994)~~

Section 3. Holidays (Amended ~~3/21/91, 1/20/05,~~ 02/19/09)

A. General Policy: Holidays Designated. It shall be the policy of the City to insure that all regular employees enjoy the same number of holidays each year. All regular employees shall be eligible for holiday leave for the following days and such other days as may be designated by the City Council: New Year's Day; Martin Luther King, Jr. Birthday; Memorial Day; Independence Day; Labor Day; Thanksgiving; Friday following Thanksgiving; Christmas Eve; Christmas Day; Employee Birthday and any other day or days as may be authorized by the City Council. Regular full-time Firefighters receive ten point seventy-one (10.71) hours for holiday pay while other regular full-time employees receive eight (8) hours for holiday pay. Regular part-time employees, non-regular Firefighters, non-regular part-time School Crossing Guards, and all seasonal employees are not eligible for holiday pay. In order to receive pay for an observed holiday, an employee must not have been absent without an excused leave in advance on either the workday immediately before or after the holiday ~~(8/4/82)~~ or be on leave after FMLA has been exhausted.

Regular full-time employees required to work on a holiday shall be remunerated as in either (1) or (2) below:

1. Regular full-time employees will be paid their regular pay plus an additional eight (8) hours pay. (8 hours for non-regular Firefighters working any holiday) or ten point seventy-one (10.71) hours for full-time Firefighters;

2. In lieu of the additional holiday pay, regular full-time employees will elect to substitute another day in lieu of the holiday with the approval of the Division Director/Chief.

When an observed holiday falls on a regular full-time employee's normally scheduled off day, the holiday will be banked and taken off at a later date.

Regular full-time employees may bank no more than 48 hours of holiday leave.

B. Birthday Holiday Policy: The following policies shall apply to the employee birthday holiday:

1. Regular full-time employees shall automatically be eligible to be off work on their birthday.

2. Regular full-time employees may elect to defer the birthday holiday but must take the time within twelve (12) months of the Birthday or the employee will lose the time. No Birthday Holiday will be extended or restored.

3. Regular full-time employees whose birthdays fall on another paid holiday may take it off as outlined in Section 3A.

C. Official holiday which falls on Saturday or Sunday: When a holiday falls on Saturday, the preceding Friday shall be observed; when a holiday falls on Sunday, the following Monday shall be observed; or the Mayor may designate another day in lieu thereof.

Section 4. Annual Leave (Vacation) (Amended 02/19/09)

A. Persons Entitled. All regular full-time employees, after one (1) full year continuous employment, are eligible to accrue vacation leave as outlined in B below. Regular part-time, non-regular, temporary, seasonal, and other part-time or substitute employees are not eligible for vacation leave.

B. Accrual of Annual Leave. Following one (1) full year of satisfactory service, full-time, eligible employees shall have accrued 40 hours of paid vacation. Following two (2) continuous years of satisfactory service, eligible employees shall be given 80 hours of paid vacation; following five (5) years of continuous satisfactory service, eligible employees shall be given 120 hours of paid vacation and after 10 years of full-time employment, eligible employees shall be granted 160 hours of paid vacation.

Employees that have been promoted from a part-time status to a full-time status shall accrue vacation leave on a pro-rated basis from the time of attaining full-time status until reaching the anniversary of their original date of hire. The accrual rate will be calculated on the years of service as outlined above. In subsequent years of service the accrual amount will be calculated according to the normal schedule above.

C. Accrual of Annual Leave for regular full-time Firefighters working 24-hour shifts. Following one (1) full year of satisfactory service, regular employees shall have accrued two (2) duty days of paid vacation. Following two (2) continuous years of satisfactory service, employees shall be given five (5) duty days of paid vacation. Following five (5) continuous years of satisfactory service, employees shall be given seven (7) duty days of paid vacation. Following 10 continuous years of satisfactory service, employees shall be given ten (10) duty days of paid vacation.

Employees that have been promoted from a part-time status to a full-time status shall accrue vacation leave on a pro-rated basis from the time of attaining full-time status until reaching the anniversary of their original date of hire. The accrual rate will be calculated on the years of service as outlined above. In subsequent years of service the accrual amount will be calculated according to the normal schedule above.

D. Accumulated Leave. All employees are required to take their vacation following the year in which it was earned. No employee may carry earned vacation over to a second year unless special or emergency circumstances warrant. Permission of the City Manager is required. Vacation time (year) is based on anniversary date.

In all cases, no employee may receive pay in lieu of vacation not taken except under the following circumstances:

1. An employee who leaves the City service in good standing will be eligible to receive all unused vacation pay as shown in their Leave Balance. ~~(8/4/82)~~

2. Upon separation from City service, accrued vacation shall be paid by pro-rating according to the number of whole months worked during the last employment year.

   a. Regular Full-Time Employees:
   After first year anniversary date – 3.33 hours per month
   After two years of service – 6.67 hours per month
   After five years of service – 10.00 hours per month
   After ten years of service – 13.33 hours per month

   b. Regular Full-Time Firefighters working 24-hour shifts:
   After first year anniversary date – 4.00 hours per month
   After two years of service – 10.00 hours per month
   After five years of service – 14.00 hours per month
   After ten years of service – 20.00 hours per month

3. If an employee is called in to work during his vacation period, he may choose to take an additional day of vacation or he may be paid for that vacation day worked plus his regular day's pay. An employee shall not be required to interrupt his vacation to perform work for the City.

E. Time for Using Vacation Leave. Vacation leave assignments will be made in accordance with the preference of the employee where possible; however, leave must be taken at the convenience of the department, and the Division Director/Chief's decision as to when leave may or may not be taken will be final. Vacations and legal holidays cannot be combined in order to have extra consecutive days off to the detriment of the City. Employees may take the full vacation time all at once, provided each job shall be covered adequately. Vacation days cannot be combined with any legal holidays to the inconvenience of the City. In the event of conflicts over vacation time, seniority will take precedence; however, vacation dates can be exchanged if worked out amicably.

F. Variation. Any variation to the provisions of this section shall require specific prior approval of the City Manager.

Section 5. Sick Leave (Amended 2/19/09)

A. Sick Leave Defined. Sick leave is paid leave that may be granted each eligible employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position; who is quarantined by a physician because he has been exposed to a contagious disease; for medical, dental, or optical examination or treatment; or for immediate family medical emergencies (parents, spouse, and dependent children) if specifically approved by the Division Director/Chief. The City has two categories of sick leave: regular and catastrophic. Regular sick leave is granted to eligible employees from initial employment until the employee reaches the established maximum as outlined in D. below. Catastrophic sick leave is granted to eligible employees who have accrued the maximum regular sick leave allowed. The amount of catastrophic sick leave that can be accrued is as outlined in E. below.

B. Persons Entitled. All regular full-time employees are eligible to accrue sick leave as outlined in D. below. Regular part-time, non-regular part-time, temporary, seasonal and other part-time or substitute employees are not eligible for sick leave. ~~(Approved 10/7/82) (Amended 02/19/09)~~

C. Sick Leave for On-The-Job Injury. An employee who sustains an on-the-job injury, must report the injury to his supervisor immediately on forms provided. If the injury necessitates the employee's absence from work, he may immediately go on sick leave. He may remain on official sick leave until workers' compensation takes over. The employee will then receive only workers' compensation benefits. The City Manager may consider individual cases to receive full pay when extenuating circumstances are involved and allow the employee to use sick leave or other available leave to make up the difference. ~~A determination will be made at the end of 13 weeks and again at 26 weeks to determine permanent disability.~~

D. Accrual of Regular Sick Leave. Each regular full-time employee shall earn regular sick leave at the rate of 3.7 hours per pay period. There shall be a 480-hour (12 work weeks) limit placed on the amount of regular sick leave earned by all regular full-time employees excepting firefighters. Firefighters working a 24 hours on and 48 hours off schedule shall be allowed to accrue 720 hours (12 work weeks) of regular sick leave. ~~(Amended 1/2/86, 02/19/09)~~

E. Accrual of Catastrophic Sick Leave. Each regular full-time employee shall be eligible to earn catastrophic sick leave once the employee has accrued the maximum regular sick leave allowed. Regular full-time employees shall accrue a maximum of 480 hours of catastrophic sick leave; regular firefighters working a 24-hour shift shall accrue a maximum of 720 hours of catastrophic sick leave. Catastrophic sick leave shall only be used once all accrued regular sick leave and any other banked leave the employee has earned has been exhausted. ~~(Approved 4/17/03) (Amended 02/19/09)~~

F. Reporting of Sick Leave. An employee who is absent from work because of illness is responsible for reporting to the appropriate supervisor within one (1) hour before the designated reporting time on the day of absence, and will be expected to keep his supervisor informed of his progress on a regular basis. Such leave will be charged against sick leave. Where a relief employee is required in a department which must provide 24 hours sustained service, the employee must report his absence two (2) hours before the designated reporting time. In the event of failure of compliance with the provision, the employee will be charged on the payroll with leave without pay.

G. Use of Sick Leave. Sick leave is not to be considered a right, which an employee may use at his discretion, but a privilege not to be abused. Division Directors/Chiefs who feel an employee is abusing the sick leave privilege may require the employee to furnish a doctor's certificate for each period of absence regardless of the provisions of H. below.

H. Doctor's Certificate. If an employee shall be absent for more than three (3) days, he shall be required to submit a doctor's certificate upon his return attesting to his inability to have reported for work during his absence. ~~(January 20, 1994)~~

I. Sick Leave on Termination of Employment. ~~(Amended 02/19/09)~~

1. Regular full-time Employees: Payment for accumulated regular sick leave up to the following maximum will be made upon death or retirement from the City:

    10 years total service – 240 hours (40 hour per week employees)

    10 years total service – 360 hours (24 hours on/48 hours off firefighters)

    15 years total service – 480 hours (40 hour per week employees)

    15 years total service – 720 hours (24 hours on/48 hours off firefighters)

2. Regular Firefighters and regular full-time Police Officers: Payment of accumulated

sick leave will be paid as stated in #1 when retirement occurs between the ages of 55 – 65 with 10 years or greater of service. No payment of accumulated sick leave will be made if the Firefighter or Police Officer terminates under the "25 Years and Out" option, under the City's Defined Benefit Plan. ~~(4/3/03; 4/17/03)~~

Employees, upon separation from City service for any other reason, shall not receive payment for accumulated regular sick leave. There will be no payment for accrued catastrophic sick leave when an employee separates from City services under any circumstances.

J. Absence for Doctor's or Dentist's Appointment. An employee may use sick leave to attend a doctor's or dentist's appointment provided he notifies his supervisor as far in advance as possible of his appointment.

K. Illness in the Family. Regular full-time employees may use up to 24 hours of sick leave in a calendar year to attend to the illness of someone in his immediate family. Immediate family in this case shall include spouse, child or parent. ~~(Amended 1/2/86, 02/19/09))~~

L. Sick Leave During Vacation Periods. An employee who becomes ill during his vacation may be granted the option of turning such vacation leave into sick leave upon presentation of a doctor's certificate.

Section 6. Military Leave (Amended 12/18/08)

A. Any regular full-time employee covered by these personnel policies who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and who is ordered to engage in field training shall be granted a military leave with pay for a period of time not exceeding 144 hours in any one (1) calendar year. In the event the Governor declares an emergency, this period of time may be extended to 240 hours. This leave of absence shall be granted in addition to his vacation.

B. When a regular full-time employee is called to active duty or inducted into the military of the United States, he shall automatically be granted a leave of absence without pay for the duration of such active military service as prescribed by U.S. Public Law 93-508.

When a regular full-time employee is called to active duty during a declared conflict, the City shall, if the employee's total military compensation is less than the employee's City salary, compensate the employee for earnings to equal their City salary at the time of activation for up to 18 months of active duty military service.

Each employee may be reinstated without loss of privileges or seniority provided he reports for duty with the City within 90 days following his honorable/general discharge from military service. Employees who have been classified as disabled as a result of military service shall have an additional year to report back to work with the City.

Section 7. Civil Leave

Any employee shall be given time off without loss of pay up to a maximum of 18 days per calendar year when performing jury duty or when required by proper authority to be a witness in legal proceedings, unless they are litigants (plaintiffs, defendants or other principal parties) or have any other personal or familial interest in the proceedings. If any additional days are required, the employee will use personal leave if available. Sick leave can not be used for Civil Leave. Such call to duty must be reported in advance to the individual's supervisor. Employees are not required to turn over to the City any fees received for performance of these functions. Employee must return to work if excused during working hours.

Section 8. Family and Medical Leave (~~January 20, 1994~~ Amended 1/16/09)

~~Family and Medical Leave shall be granted in compliance with the Family and Medical Leave Act (FMLA) of 1993 (P.L. 103-3). Eligibility requirements and procedures for requesting leave are outlined in CAR 6-5, Family and Medical Leave. A copy of this CAR may be reviewed by accessing the City's Intranet (January 20, 1994)~~

A. Policy: It is the policy of the City of Peachtree City to be in full compliance with the Family and Medical Leave Act (FMLA) of 1993 (P.L. 103-3).

B. Purpose: The purpose is to detail the requirements of the Act and to establish procedures for granting leave under the Act. A current mandated poster is posted on al City bylletin boards and are maintained by the Human Resources Department.

C. Eligibility: This law applies only to those employees who have been employed at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period preceding the commencement of the leave.

D. Definitions:

1. "Serious health condition" is an illness, injury, impairment or physical or mental condition that involves (a) inpatient care in a hospital, hospice or residential medical care facility; or (b) continuing treatment by a health care provider.

2. "Parent" includes a biological parent or an individual who stood on loco parentis to the employee.

3. "Child" includes biological children, adopted children, foster children, legal wards or a niece, nephew or grandchild whom the employee is raising.

4. "Spouse" includes only the legal marital partner of the employee.

E. Reason For Granting Leave: An employee is eligible for up to twelve (12) weeks of leave during any twelve (12) consecutive month period for one or more of the following reasons:

1. Birth of a child and to care for that child (entitlement to leave for this reason expires at the end of one year after birth of the child and the employee is to provide at least

30 days notice, if foreseeable); or

2. Placement of a child for adoption or foster care of a child (entitlement to this leave expires one year after placement of the child, and if foreseeable, employee is to provide at least 30 days notice). Foster care is defined as requiring State action rather than just an informal arrangement to take care of another person's child; or

3. Serious personal health condition, including worker's compensation injuries, making employee unable to perform his/her job functions, or

4. Care of a parent, spouse, or child with a serious health condition. A qualifying child must be under 18 years of age or, if older, incapable of self care due to a physical or mental disability.

5. Employees who have a spouse, parent, or child who is on or has been called to active duty in the Armed forces may take up to 12 weeks when they experience an urgent need to handle a demanding situation.

6. Employees who are the spouse, parent, child, or next of kin of a servicemember who incurred a serious injury or illness on active duty in the Armed Forces may take up to 26 weeks of leave to care for the injured servicemember in one 12-month period.

F. Conditions Of Leave:

1. Employees working 8-hour shifts must be out ten (10) consecutive work days; Fire personnel working 24-hour shifts must be out four (4) consecutive shifts; Police personnel working 10 and 12-hour shifts must be out eighty (80) consecutive hours before the employee is placed on FMLA unless requested at beginning of illness by the employee.

2. Employee is required to use accrued sick (as permitted by Personnel Policy XIII, Section 5A), vacation, holiday time and perfect attendance time before being placed on unpaid leave, unless the employee has Short-Term Disability (STD) and chooses to file a claim, then they will use their banked time for the first twenty-one days and then go on STD. Compensatory time does not apply toward the twelve-week FMLA leave. A maximum of 24 hours of sick leave per calendar year may be used to care for a sick family member (as permitted by Personnel Policy XIII, Section 5J).

3. Employee must give 30 days notice for all requests for leaves of absence for any planned medical treatment, if possible.

4. All requests for leaves of absence for a serious medical condition of the employee, spouse, parent or child must be accompanied by a physician's certification (PER-40 for employee or PER-41 for relative) of the existence of such medical conditions. Recertification is required every 4 weeks during a continuous leave of absence. Forms may be obtained through the Human Resources Department.

5. Intermittent leaves or a reduced schedule of work may be permitted for leave granted

for serious health condition of employee, spouse, child or parent. The City reserves the right to temporarily transfer the employee to an alternate position or shift with equivalent pay and benefits if the position better accommodates the occurring period of leave than the employee's regular position.

6. If a husband and wife are both employed by the City, they are limited to a combined total of (12) weeks for a birth of (a) child, (b) placement for adoption or foster care of a child or, (c) care of a parent with a serious health condition.

G. Responsibilities:

1. Employee Responsibility: The employee requesting family and medical leave may request a form (PER-39) from Human Resources. After completing the request form, employee should forward it to his/her supervisor and Director/Chief for signatures and then hand deliver it to Human Resources.

2. Department Responsibility: Management is prohibited from discriminating against employees who take family and medical leave in employment decisions such as performance appraisals, promotions or disciplinary actions. Departments are required to keep posted the poster notifying employees of the provisions of the FMLA. If an employee verbally notifies a supervisor of the need for leave, which may be eligible under this policy; the supervisor should refer the employee to Human Resources. Supervisors are responsible for making sure every employee fills out the "Absentee Report" immediately following their period of absence as stated in Section VI. Each department is responsible for maintaining accurate records of FMLA leave taken by department employees. The department should notify Human Resources when there is an employee who could possibly be eligible for FMLA. Once an employee has been placed on FMLA, it is the responsibility of the department to report FMLA time on the employee's time sheet under "Comments" by each day they are absent and how they are being paid. (Ex: Vacation, Sick Pay, Holiday, Perfect Attendance or No Earnings if that's the case.)

3. Human Resources Responsibility: The Human Resources Office will administer all FMLA Leaves and serve as advisor to employees and Directors/Chiefs on the requirements of eligibility for family and medical leave and the provisions of FMLA. All medical records pertaining to family and medical leave will be maintained in a confidential employee medical file in the Human Resources Office. The Human Resources Office will be responsible for notification of any premiums due from the employee and for the collection of it.

H. Benefits During FMLA Leave:

1. Employee Medical, Dental, Life, and Long-Term Disability: The City will provide and pay for the same coverage during this twelve (12) week leave of absence in the same manner as for active employees.

2. Optional Elected Insurance: As long as employee remains on "paid" status, all normal premiums will be deducted from his/her payroll check. Once he/she reaches a "no-pay" status, the employee must arrange with the City for making timely

payments of premiums during this twelve- (12) week leave. (Supportable Life, Short-Term Disability, Dependent Medical and Dependent Dental)

3. Vacation, Sick and Holiday Leave: During this twelve- (12) week leave, the employee will continue to earn vacation, sick and holiday leave.

I. Benefits After FMLA Leave

1. Paid Status: If an employee remains on leave after he/she has exhausted all FMLA Leave and continues on a "paid" status, his/her City provided insurance benefits will continue to be paid under the same provisions as while on FMLA Leave.

Vacation, Sick Leave and Holiday Pay will also be earned in the same manner as while on FMLA Leave.

2. No-Pay Status: If an employee remains on leave after he/she has exhausted all FMLA Leave and reaches a "no-pay" status, he/she will be responsible for the City's portion of insurance benefits in addition to his/her portion, starting with the date he/she reaches a "no-pay" status. If the employee has five (5) years or more of service, the medical insurance (only) will be accrued at the rate normally deducted from his/her payroll check instead of entire billing rate. Arrangements may be made to collect these premiums when the employee returns to work. (Benefits are not protected if he/she is not on FMLA Leave.)

Holiday Pay: Employee will not earn holiday pay after FMLA has been exhausted and they reach a "no-pay" status.

Sick Leave: Employee will not earn sick leave after FMLA has been exhausted and the employee reaches a "no-pay" status. If employee has been in a paid status at least half of the month, the employee will earn sick leave for that month.

Vacation: If leave exceeds two calendar months after FMLA has been exhausted and employee is on a "no-pay" status, the effective date of an employee's vacation will be adjusted month for month for each month he/she is on leave in excess of two months for that year only.

3. Performance Appraisals: In cases of leave exceeding two calendar months after FMLA leave has been exhausted, the effective date of an employee's annual performance appraisal will be adjusted month for month for each month he/she is on leave in excess of two months. This will be a permanent change for performance appraisals as long as the employee remains in their current position.

Section 9. Death in the Family Amended 12/18/08)

Leave with pay not exceeding three (3) days shall be granted to any regular full-time employee in the event of a death in his immediate family. Immediate family in this case shall include the employee's spouse, child, parent, grandparents, step parents, step grandparents, brother, sister, parent-in-law, grandparent-in-law, sister-in-law, and brother-in-law. ~~(Approved 7/1/82)~~ The three (3) day leave may be extended under unusual circumstances with the approval of the City Manager. ~~(Amended 12/18/08)~~

Section 10. Leave Without Pay

A. Leave Without Pay. When it is deemed in the best interest of the City service, a regular status employee may be granted leave without pay <u>for a period not to exceed six (6) months</u> for personal reasons, provided such leave is recommended by the Division Director/Chief and approved by the City Manager. New hire <u>and</u> probational employees are not eligible for grants of leave without pay.

~~B. Reasons for Granting. The City Manager may grant leave without pay for a period not to exceed six (6) months when it is deemed to be in the best interest of the City. Valid reasons shall include, but not be confined to the following: educational or training enrichment, military service, and in cases of prolonged illness or disability of the employee or a member of the employee's household, after all FMLA leave has been used.~~

B. Procedure for Requesting Leave Without Pay. Application for leave without pay shall be submitted in writing in advance showing the employee's reason for requesting such leave and shall contain a statement that he intends to return to City service upon expiration of such leave, and that he agrees to the terms and conditions as outlined in these policies. In emergency situations, when an employee does not have accrued leave and is unable to return to work as scheduled as a result of illness or emergency reasons, his Division Director/Chief may recommend approval of the granting of leave without pay without prior application by the employee. The Human Resources Manager may investigate and make such recommendations in the absence of the Division Director/Chief.

C. Temporary Filling of Position of Employee on Leave Without Pay. During the employee's approved leave of absence, his position may be filled by temporary appointment or substitution. At the expiration of leave without pay, the employee (subject to E below) shall be reinstated in his former position without loss of status or benefits.

D. Rights of Employee on Leave Without Pay.

~~1.~~ Reinstatement of Former Position. Employees granted leave without pay shall not be considered to have affected a break in service except as outlined below.

a. In cases of leave without pay exceeding two (2) calendar months, the effective date of an employee's annual evaluation shall be adjusted month for month for each month he is on leave without pay in excess of two (2) months. (Does not apply while on FMLA.)

b. In case of a probational status employee (either from initial or promotional appointment), the effective date of the end of the probationary period shall be adjusted month for month for each month he is on leave without pay. (Does not apply while on FMLA.)

c. For purposes of retirement benefits for eligible employees, breaks in service shall be handled in accordance with the retirement plan document. (Does not apply while on FMLA.)

d. Continuation of insurance benefits for eligible employees during the time the employee is on leave without pay shall be in accordance with the provision of employee group insurance contracts, and providing that such employees reimburse the City for the cost of premiums on such insurance during the leave period.

e. Employees granted leave without pay under this policy should not accrue sick leave and annual leave while in leave status. (Does not apply while on FMLA.) However, any sick leave accrued at the time leave is granted shall be continued upon return to duty. Any employee who fails to return to duty and is terminated shall forfeit any sick leave that had been accumulated.

POLICY XIV. EMPLOYMENT DEVELOPMENT

Section 1. In-Service Training

The Human Resources Manager, under the direction of the City Manager, shall be responsible for fostering and promoting in-service training of employees and volunteers for the purpose of improving the quality of service and to assist employees in preparing themselves for advancement.

Section 2. Educational Enrichment (Amended 12/18/08)

The City encourages employees to further their education and has established the following policies for providing assistance for tuition and books as follows:

A. Tuition assistance is limited to 50% of the tuition and book cost up to a maximum of $800 per calendar year with a grade of "B" or better.

B. To be eligible for assistance, an employee must be a regular full-time employee enrolled in a degree program at an accredited college or university or a diploma program at a certified technical school and be taking coursework relevant to a position with the City.

C. Coursework covered by grants and scholarships (Ex: The Hope Grant) are not eligible for reimbursement.

D. Coursework must be pre-approved by the Director/Chief. Coursework not directly related to current job must have City Manager approval.

~~E.~~ E. If an employee leaves City employment within twelve (12) months of receiving tuition assistance, the City will deduct the amount of tuition assistance received from the employee's final paycheck. ~~(10-1-96)~~

Section 3. Retirement System

Provisions for Retirement System for City employees shall be as outlined in the currently approved Retirement Ordinance passed or amended by the City Council.

Section 4. Insurance Benefits

Provisions for group insurance and group medical coverage for employees shall be as outlined in existing group contracts and plans, or as they may be amended.

Section 5. Uniforms and Equipment

Uniforms for police and fire department employees and volunteers, and such other employees as the City Manager may authorize, may be furnished by the City. Equipment deemed essential to job performance may also be furnished if authorized by the City Manager.

POLICY XV. RECORDS AND REPORTS

Section 1. Public Inspection

All personnel records of employees covered under these policies and all other records and materials relating to the administration of the personnel system shall be subject to inspection and protection in accordance with State Open Records laws. Information which is obtained in the course of official duty <u>shall not</u> be released by any employee other than by those charged with this responsibility as part of official duties.

The following information relative to employees and former employees is available for public inspection at reasonable times: name, class, title, salary range, letters of commendation, performance evaluations, disciplinary action records, promotions, demotions, salary history, and training certificates. All other information is accessible only to the employee's supervisor, the Division Director/Chief concerned, the City Manager, the Mayor and City Council and the employee involved. ~~Anyone requesting access to a personnel file must provide a consent form signed by the employee and have it approved by the Human Resources Manager. (6/3/82)~~

Section 2. Establishment and Retention of Records <u>(Amended 4/20/82)</u>

There shall be established and maintained such personnel records as the City Manager deems necessary for the administration of the City. There shall be established and maintained a master personnel file. Such master file shall be located in City Hall and under the supervision of the

Human Resources Manager. All records and actions taken shall be maintained in the master files. This does not prohibit department heads from keeping "unofficial" records for their own department use, but records must be maintained so as to ensure the confidentiality of protected information and must be destroyed in accordance with the City's Records Retention Policy. "Unofficial" records are also subject to disclosure pursuant to any Open Records Act request. The Human Resources Manager with the approval of the City Manager shall prescribe the form and scope of these records and ensure compliance with State and Federal retention requirements. When not in conflict with state or federal laws, the Records Manager shall determine the time limit that personnel records shall be kept on file, and shall determine the final disposition of such records. ~~(4/20/82)~~

Section 3. Employee Performance Reports

Immediate supervisors shall initiate employee performance reports in accordance with Policy IX, Section 2.

POLICY XVI. OUTSIDE EMPLOYMENT

No employee shall engage in any other employment, or in any private business, or in the conduct of a profession, during the hours for which he is employed to work for the City or outside such hours in a manner or to an extent that affects or is deemed likely to affect his usefulness as an employee of the City. Toward this end, full-time employees must report all outside employment to the employee's Division Director/Chief for approval~~,~~. Outside Employment forms should be filed and retained within their department. ~~which shall then be filed in the Human Resources Office.~~

POLICY XVII. ACCEPTANCE OF GIFTS AND GRATUITIES

An employee shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he has official relationships on business of the City government. These limitations do not apply to articles of negligible value nor loans from regular lending institutions, nor shall they prohibit employees from accepting social courtesies which promote good public relations. It is particularly important, however, that inspectors, contracting or procurement officers, and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

POLICY XVIII. USE OF CITY VEHICLES

Employees driving City vehicles are required to have such driver's license for the vehicles being driven as is required by Georgia state law, irrespective of whether the employee drives the vehicle on regular, occasional or other basis, and whether or not this requirement is included or omitted in the description of the class to which the employee was appointed. Violation citations, fines or other actions taken by any police jurisdiction against any employee while driving a City vehicle shall be the responsibility of the employee and may cause disciplinary action.

Anyone misusing or abusing City vehicles, using a City vehicle for other than approved purposes or taking a vehicle home when not approved by the City Manager shall be subject to appropriate disciplinary action, including dismissal if deemed appropriate.

POLICY XIX. NEPOTISM

Section 1. Employment of Relatives

There shall be nothing in these regulations to prohibit the employment of relatives by the City as long as neither of the related parties are employed in a supervisory role in which they might have either direct or indirect effect on the other party's progress, performance or welfare as a City employee. However, this general provision shall not prohibit individual departments from establishing departmental regulations prohibiting the employment of relatives within that department where such a policy is deemed to be in the best interest of the department.

Section 2. Supervision As It Relates to Nepotism

No individual shall be employed in a department or unit under the supervision of a relative who has or may have a direct effect on the individual's progress, performance or welfare. An employee may not be promoted into a position in which he would have supervisory responsibility over a relative as defined by this policy unless the relative can be transferred to another position to eliminate the necessity of the promoted employee supervising a relative.

Section 3. Definition of Relatives

For purposes of this nepotism policy, relatives are defined as husband and wife, parents and children, grandchildren, brothers, sisters, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandparents.

POLICY XX SEXUAL HARASSMENT

Section 1. Purpose

The purpose of the regulation is to define sexual harassment, state the City's policy on sexual harassment and establish procedures for reporting, investigating and resolving sexual harassment complaints.

Section 2. Definitions

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

A. Submission to said conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or

B. Submission to or rejection of such conduct by an individual is used as a basis for employment or continued employment; or

C. Such conduct has the purpose or necessary effect of unreasonably interfering with an individual's work performance or creating a hostile, intimidating or offensive work environment. Additionally,

D. Such conduct or behavior was known by the aggressor to be unwelcome, harmful or offensive; or

E. A person of average sensibilities would clearly have understood that the behavior or conduct was unwelcome, harmful, or offensive.

Section 3. Policy

All employees have a right to a work environment that is non-threatening and free of offensive behavior. The City of Peachtree City will not tolerate behavior that, in any way, creates a hostile work environment. The City considers sexual harassment to be gross misconduct and will deal appropriately to protect our employees from this behavior.

Section 4.. Reporting Sexual Harassment

Any employee who encounters sexual harassment from anyone, including supervisors, fellow employees, or the public should:

A. Immediately ask the alleged offender to stop the offensive conduct AND/OR

B. Promptly report the incident to their supervisor. If the supervisor is the alleged harasser or if the employee is uncomfortable discussing the incident with their supervisor, the employee should report the incident to their division director or the Human Resources Manager. Successful resolution of incidents of this nature is greatly facilitated by the timely reporting of complaints.

Section 5.. Investigation of Complaints

Immediately upon receiving a report of alleged sexual harassment, the supervisor/manager should advise the Director/Chief, if appropriate, and the Director/Chief will immediately advise the Human Resources Manager. The Human Resources Manager and, when appropriate, the Director/Chief of the accused employee will be responsible for conducting an investigation of the complaint. This investigation will include interviewing the complainant, the alleged harasser and other appropriate individuals.

Section 6.. Resolution of Complaints

If the complaint is found to be valid, the offensive conduct will be immediately and finally stopped. The person responsible for the behavior will be appropriately disciplined up to and including termination.

If the Human Resources Manager is unable to substantiate the charges through a thorough investigation, the complaining employee will be so advised.

Regardless of whether the complaint is found to have merit, the complaining employee and any other employees who have provided information will be protected from retaliation by any other person in the work place.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Financial Services Director** **Assistant Financial Services Director** **Purchasing Agent** **Interim Community Development Director** David
FROM:	**Stormwater Manager**
DATE:	**July 30, 2009**
SUBJECT:	**Flat Creek Bridge Approaches Construction** ***August 6, 2009 City Council Agenda***

Recommendation:

Staff recommends that City Council award the bid for the Flat Creek Bridge Approaches to Backwoods Bridges, LLC. of Freeport, Florida for their lump sum bid amount not to exceed **$ 227,000.00.**

Discussion:

The City is planning the construction of the approaches to the existing Flat Creek Bridge located behind Gardner Denver. On June 29, 2009, the City of Peachtree City solicited bids from contractors for the construction of these approaches. In addition to e-mail solicitation, the City advertised the bid twice and held a pre-bid meeting on July 16, 2009. Three (3) bids were received, opened, and reviewed on July 30, 2009. The bid results are as follows:

Backwoods Bridges, LLC.	**$ 227,000.00**
Massana Construction	$ 328,000.00
Georgia Atlantic Contractors, Inc.	$ 332,700.00

Therefore, staff recommends that City Council award the bid of **$227,000.00** to Backwoods Bridges, LLC.

Budget Impact:

If approved by City Council, funds will be dispersed from account number 357-4110-54-1457 project number 187.

Attachments

cc: File

CITY OF PEACHTREE CITY
BID TABULATION SHEET

Attendance at prebid meetir mandatory.

BID TITLE: Construction of Flat Creek Multi-Use Path Bridge Approaches

DATE: 30 July 2009

BUDGET:

BIDS OPENED BY: Charlotte Ben

WITNESSED BY: Angela Egan

TIME COMPLETED: 11:05

BIDDER NAME	MAILING ADDRESS	BID AMOUNT	BOND	MISC. INFO
Massana				
	Tyrone, GA	$323,000		83 days
		$5,000.		
Backwood Bridges				
	Freeport, FL	$223,300		90 days
		$3,700		
Georgia Atl. Contractors				
	Doraville, GA	$297,200		90 days
		$355[illegible]00		

SECTION 00300
CITY OF PEACHTREE CITY
BID/TENDER FORM
***** REVISED *****

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

Bidder's Name and Address:
BACKWOODS BRIDGES, LLC.
765 PHILLIPS DR.
FREEPORT, FL 32439

Due Date: JULY 30, 2009

Ladies and Gentlemen:

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

Flat Creek Multi-Use Path Bridge Approaches

Including Addenda, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the places where the work is to be completed, and having fully inspected the site and all particulars, hereby proposes and **agrees to fully perform the work within** 90 **calendar days** and in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for:

$ 223,300 hereinafter referred to as the Lump Sum Bid for bridge construction

$ 3,700 additional cost to revisiting the structure at least six (6) months and no later than seven months (7) months after completion of the project to tighten all bolts and fasteners used on the structure. At this same time the contractor is to apply a Wood Rx, or approved equivalent, weather-proofing treatment to the entire structure. (Do not include this cost in the lump sum amount.)

This is a lump sum bid.

2. The undersigned has checked all of the above figures, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

3. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

4. The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the Bid's conditions and provisions thereof.

5. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this bid or the Contract that any be entered into as a result of this Bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.

6. It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated I making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

7. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

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

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

10. For and in consideration of the sum of $1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

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

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

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

BACKWOODS BRIDGES, LLC. HENRY CARL, PARTNER
765 PHILLIPS DR. AARON CARL, PARTNER
FREEPORT, FL 32439

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

Addendum No. 1 dated JULY 16, 2009
Addendum No. 2 dated JULY 24, 2009
Addendum No. dated
Addendum No. dated
Addendum No. dated
Addendum No. dated

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

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

Within ten (10) calendar days from date of notification of acceptance by the City, the Contractor, as principal, and HARTFORD ACCIDENT & INDEMNITY COMPANY, a surety company qualified to do business in Georgia, as surety, shall furnish to the City a Performance Bond in the amount $ 249,700 and Payment Bond in the amount of $ 227,000, for the use of all persons doing work or furnishing skills, tools, machinery or materials under or for the purpose of this Contract, in accordance with the provisions in Section 13-10-1 of the Ann. 36-82-101 Code of the State of Georgia, as amended, where applicable. The life of these bonds shall extend through the life of this Contract including a ninety (90) day maintenance period and a twelve (12) month guarantee period after completion of work performed under this Contract.

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

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

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

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

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

RESPECTFULLY SUBMITTED:

Date of Bid JULY 30, 2009

Firm Name BACKWOODS BRIDGES, LLC

Business Address 765 PHILLIPS DR FREEPORT, FL 32439

Submitted by HENRY CARL

Telephone (850) 835-1304 Fax (850) 880-6327

Email: HENRY@BACKWOODSBRIDGES.COM

SECTION 00500

CITY OF PEACHTREE CITY

QUESTIONNAIRE SHEET

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

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

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

   DISREGARD, REQUESTED FIVE (5) REFERENCES FROM SIMILAR

   TYPE PROJECTS

3. Have you **ever** failed to complete work awarded to you: if so, where and why?
   NO.

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

   DISREGARD, REQUESTED FIVE (5) REFERENCES FROM SIMILAR

   TYPE PROJECTS

   MUST SUBMIT WITH BID

   MUST INCLUDE ALL REQUESTED INFORMATION

   (use additional pages as needed)

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

6. Will you sublet any part of this work? If so, specify all possible contractors, giving business name, phone, contact and type of work:
   NO.

(continue)

(use additional pages as needed)

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

BACKWOODS BRIDGES, LLC
Correct Name of Bidder

(a) The business is a (Proprietorship) (Partnership) (Corporation). LIMITED LIABILITY

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

765 PHILLIPS DR.

FREEPORT, FL 32439

(c) The telephone number and facsimile number are:

TEL. (850) 835-1304 FAX (850) 880-6327

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

HENRY CARL Name	MANAGING PARTNER Title
AARON CARL Name	PARTNER Title
Name	Title

BACKWOODS BRIDGES, LLC
Bidder

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

HENRY CARL Name	MANAGING PARTNER Title

765 PHILLIPS DR. FREEPORT, FL 32439
Address

END OF SECTION

SECTION 00510

CERTIFICATE OF CORPORATE BIDDER

I, Henry Carl, certify that I am Secretary of the Corporation named as bidder herein, same being organized and incorporated to do business under the laws of the State of Florida; that Backwoods Buggies, who executed this proposal on behalf of the bidder were, then and there, Henry Carl and Aaron Carl, respectively, and that said proposal was duly signed by said officers for and in behalf of said Corporation, pursuant to the authority of its governing body and within the scope of this corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

Henry Carl 765 Phillips Dr Freeport, FL 32439
Aaron Carl 721 Phillips Dr Freeport, FL 32439

This 29th day of July, 2009.

________________ (Corporate Seal)

Secretary

SECTION 00400

BID BOND

STATE OF GEORGIA
COUNTY OF FAYETTE

KNOW ALL MEN BY THESE PRESENTS THAT we, Backwoods Bridges, LLC (herein called the "Bidder") submitted a Bid to Peachtree City, Georgia (herein called the "Owner") dated the 31st day of July, 2009, for procuring and installing products for a project entitled "Construct the Flat Creek Multi Use Path Bridge Approaches" (herein called the "Project"); that the Bidder and we, Hartford Accident & Indemnity Company (herein called the "Surety") are firmly bound to the Owner in the sum of 5% of Bid ($ 5% of Bid) in lawful United States currency; and that we, the Bidder and the Surety, jointly and severally, bind our respective assigns, successors, heirs, executors and administrators to our obligations to pay the Owner that sum.

THE CONDITION OF THIS OBLIGATION is that if that Bid is not selected by the Owner as being the lowest, or lower, responsible Bid, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

THE FURTHER CONDITION OF THIS OBLIGATION is that if that Bid is selected by the Owner as being the lowest, or lower, responsive, responsible Bid; and if the Bidder shall execute and deliver the **CONTRACT AGREEMENT, PERFORMANCE BOND, PAYMENT BOND and CERTIFICATION BY CONTRACTOR REGARDING NONSEGREGATED FACILITIES; shall deliver the CERTIFICATION OF PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY** as executed by the proposed non-exempt subcontractor; and shall, in all other respects, perform the acts required by the acceptance of the Bid; then this obligation shall be void, otherwise this obligation shall remain in full force and effect.

THE FURTHER CONDITIONS OF THIS OBLIGATION is that the Surety, for value received, stipulates and agrees that extensions to the time limit in which the Owner may accept Bids shall not invalidate the Surety's obligation under this bond, and that the Surety does hereby waive notice of extensions to that time limit.

IN WITNESS WHEREOF, the Bidder and the Surety have executed this **BID BOND** on this 31st day of July, 2009.

Backwoods Bridges, LLC
(Bona Fide Bidder's Name)

(Bidder's Seal if Corporation)

By: ______________________ L.S.

Andrew Klein, Estimator w/ permission for Henry Carl
(Print Name and Title of Signer)

Hartford Accident & Indemnity Company
(Surety's Name)

By: ______________________ L.S.

Michael W. Brown, Attorney-in-Fact
(Print Name and Title of Signer)

Countersigned:

By: N/A ______________________ L.S.
(Agent, Resident of State of Georgia)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-210628

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

Michael W. Brown, Michael Craig Brown, Janis Laycock, Jo M. Chonko
of
Panama City, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Scott Sadowsky, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
} ss. Hartford
COUNTY OF HARTFORD }

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 7-31-09
Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

SECTION 00530

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a continuing drug-free awareness program to inform its employees about:
   A. The dangers of drug abuse in the work place;
   B. The vendor's policy of maintaining a drug-free workplace;
   C. Any available drug counseling, rehabilitation, and employee assistance programs; and
   D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1):

4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
   A. Abide by the terms of the statement; and
   B. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

5. Notifying Peachtree City City Hall in writing within ten (10) calendar days after receiving notice under subdivision (4) (A) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;

6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
   A. Taking appropriate personnel action against such employee, up to and including termination; and/or
   B. Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: ______________________ Date: 7-29-09

Print Name: HENRY CARL

Company: BACKWOODS BRIDGES, LLC

PEACHTREE CITY
PLAN TO STAY

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The City of Peachtree City has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Peachtree City, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Peachtree City at the time the subcontractor(s) is retained to perform such service.

AKV8/115
EEV / Basic Pilot Program* User Identification Number

7/28/2009
Date of Issuance

BY: Authorized Officer or Agent
(Contractor Name)

7-28-09
Date

MANAGING PARTNER
Title of Authorized Officer or Agent of Contractor

BACKWOODS BRIDGES, LLC
Company Name

HENRY CARL
Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29 DAY OF July, 2009

Notary Public
My Commission Expires:
October 13, 2012

NOTARY PUBLIC STATE OF FLORIDA
SARAH ROBERTS
COMMISSION # DD 830753
EXPIRES: October 13, 2012

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
(End of Form)

BACKWOODS BRIDGES

Flat Creek Previous Experience Project List

- **Project Name**: Anniversary Park.
- **Project Description**: 1,385 linear feet of 8'-wide in-lake boardwalk.
- **Project Location**: Casselberry, FL.
- **Project Owner with Contact Information**:
  City of Casselberry
  Contact: Mark Gisclar, Asst. Public Works Director
  (407) 262-7725 ext. 1234
- **Total Project Construction Cost**: $362,210
- **Project Site Description / Access Issues**: In-lake boardwalk constructed using top-down construction. Good access to bridge site. Piling were floated to construction zone, the rest of the material was delivered using the boardwalk that had been constructed.
- **Bridge Length (ft)**: 1385 linear feet
- **Bridge Width (ft)**: 8' wide
- **Average Pile Depth (ft)**: 25'
- **Bridge Materials**: Pile: 12" butt x 50'
  Header: (2) 4x12x8
  Stringer: 4x12x16 @ 24" o.c.
  Decking: 2x6x8 Moisture Shield Composite
  Handrail: Aluminum (not installed by us)
- **Bridge Loading Rating (i.e. H10, H20, etc.)**: H5
- **Project Execution Time (days)**: 60 days

- **Project Name**: Riverbend Park
- **Project Description**: 60 linear feet of 10' wide timber bridge.
- **Project Location**: Jupiter, FL.
- **Project Owner with Contact Information**:
  Palm Beach County
  Contact: Karen Arndt, Project Manager
  (561) 233-0208
- **Total Project Construction Cost**: $109,186
- **Project Site Description / Access Issues**: Bridge over a canal. Good access to bridge site.
- **Bridge Length (ft)**: 60 linear feet
- **Bridge Width (ft)**: 10' wide
- **Average Pile Depth (ft)**: 25'
- **Bridge Materials**: Pile: 12' butt x 40'
  Header: (2) 3x14x16
  Stringer: 3x12x12 @ 24" o.c.
  Decking: 3x8x12
  Handrail: 6x6 curbing, 6x6 posts, (5) 2x4 rails, 2x10 top cap
- **Bridge Loading Rating (i.e. H10, H20, etc.)**: H10
- **Project Execution Time (days)**: 30 days

BACKWOODS BRIDGES

Flat Creek Previous Experience Project List

- **Project Name:** Midway Hunting Camp
- **Project Description:** 65 linear feet of 12' wide vehicular bridge.
- **Project Location:** Eufala, AL
- **Project Owner with Contact Information:**
  Alex Kish, property owner
  (850) 543-7818
- **Total Project Construction Cost:** $23,825 (labor cost only)
- **Project Site Description / Access Issues:** Hunting camp site. Very narrow roads, steep hills, muddy conditions, heavily wooded.
- **Bridge Length (ft):** 65 linear feet, including a 25' free-span over creek.
- **Bridge Width (ft):** 12' wide
- **Average Pile Depth (ft):** 15'
- **Bridge Materials:** **Pile:** 12" butt x 30'
  Cap: 10x10x12
  Stringer: 4x12x16; 6x12x26 for center free-span @ 24" o.c.
  Decking: 3x8x12
  Handrail: None, 6x6 curb on 6x6 block.
- **Bridge Loading Rating (i.e. H10, H20, etc.):** H10
- **Project Execution Time (days):** 5 days

- **Project Name:** Midway Hunting Camp
- **Project Description:** 70 linear feet of 12' wide bridge.
- **Project Location:** Eufala, AL
- **Project Owner with Contact Information:**
  Alex Kish, property owner
  (850) 543-7818
- **Total Project Construction Cost:** $6,000 (labor cost only)
- **Project Site Description / Access Issues:** Hunting camp site. Very narrow roads, steep hills, muddy conditions, heavily wooded.
- **Bridge Length (ft):** 70 linear feet.
- **Bridge Width (ft):** 12' wide.
- **Average Pile Depth (ft):** 10'
- **Bridge Materials:** **Pile:** 9" butt x 20'
  Cap: 8x8x12
  Stringer: 3x12x12 @ 24" o.c.
  Decking: 3x8x12
  Handrail: None, 6x6 curb on 6x6 block
- **Bridge Loading Rating (i.e. H10, H20, etc.):** H5
- **Project Execution Time (days):** 3 days

765 Phillips Drive Freeport Florida 32439
Phone: 850-835-1304 Fax: 850-880-6327

BACKWOODS BRIDGES

Flat Creek Previous Experience Project List

- **Project Name:** Spoonbill Marsh
- **Project Description:** 2,800 LF of 6' wide boardwalk with handrail.
- **Project Location:** Vero Beach, FL
- **Project Owner with Contact Information:**
  Indian River County
  Contact: Art Pfeffer, Project Specialist
  (772) 770-5143
- **Total Project Construction Cost:** $473,000
- **Project Site Description / Access Issues:** Wetland with cap rock. Piling installed by pre-auguring through cap rock, driven to refusal with vibratory compactor by top-down construction. No access issues.
- **Bridge Length (ft):** 2,800 Linear Feet
- **Bridge Width (ft):** 6' Wide
- **Average Pile Depth (ft):** 12'
- **Bridge Materials:** **Pile:** 10" butt x16
  Cap: 8x8x6
  Stringer: 3x12x12 @ 24" O.C.
  Decking: 2x8x6
  Handrail: 4x6 post, 2x6 top rail, bottom rail, top cap, 2x2 pickets @ 5.5" O.C.
- **Bridge Loading Rating (i.e. H10, H20, etc.):** H5
- **Project Execution Time (days):** 140 days

765 Phillips Drive Freeport Florida 32439
Phone: 850-835-1304 Fax: 850-880-6327

BACKWOODS BRIDGES

Vendors/ Suppliers

South Bay Ace
Po Box 1386
Santa Rosa Beach, Fl 32459
Contact: John Pugh
Phone: 850-267-2509
Fax: 850-267-1147

S.I. Storey Lumber
285 Sike Storey Road, NW
Armuchee, Ga 30105
Contact: Charlie Coleman
Phone: 706-234-1605
Fax: 706-235-8132

Beard Equipment
33 Industrial Court
Freeport, Fl 32439
Contact: Cheyenne Gibbs
Phone: 850-476-0277
Fax: 850-476-7556

Quicksilver Custom Fabrication
124 Industrial Court
Freeport, Fl 32439
Contact: Darlene Crissman
Phone: 850-835-2569
Fax: 850-835-5469

Sub-contractor

JAT Specialties, LLC
174 Watercolor Way
Santa Rosa Beach Fl 32459
Contact: Jeremy Trantina
Phone: 850-685-6878
Fax: 850-622-3363

BACKWOODS BRIDGES

July 28, 2009

City of Peachtree City
Flat Creek Bridge Approaches
Bid # 09-139BES

If Backwoods Bridges LLC, is the low bidder and awarded the contract for the Flat Creek Bridge Approaches, in order to meet the requirement of having a GSWCC level 1A-certified person on site, will take the necessary course on August 4th in Tifton, GA. I have been informed by the GSWCC that the official certification will be received 7 days later. The course will be taken by the superintendant that will be on-site every day.

765 Phillips Drive Freeport Florida 32439
Phone: 850-835-1304 Fax: 850-880-6327

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

FROM: Financial Services Director P.S.

DATE: July 30, 2009

SUBJECT: Intergovernmental Agreement – 2010 to 2016 SPLOST

August 6, 2009 City Council Meeting

Recommendation:
Consider approval of the attached intergovernmental agreement for the 2010 to 2016 Special Purpose Local Option Sales Tax (SPLOST).

Discussion:
Fayette County and a number of cities in Fayette County have expressed a desire to renew the 1% SPLOST tax for a six-year term, beginning April, 2010 and ending March, 2016. The current SPLOST expires in March, 2010. In order to accomplish this, state law requires that an intergovernmental agreement between the County and other jurisdictions sharing in the tax be approved, along with a SPLOST resolution, at least 60 days prior to the SPLOST being placed on a ballot for voter approval. The County intends to approve the agreement and adopt the SPLOST resolution at their August 13 County Commission meeting in order to meet the mandated deadline for getting the SPLOST on the November, 2009 ballot. The City Council must therefore approve the intergovernmental agreement prior the County Commission meeting in order to share in the renewed SPLOST.

The attached agreement is being reviewed by counsel for the jurisdictions and may be revised prior to the Council meeting. Any changes to the attached will be redlined and forwarded to the Council prior to the Council meeting.

Budgetary Impact:
The new SPLOST will generate an estimated $22M for various transportation projects, and retirement of existing debt, as outlined in the agreement.

SPLOST INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2009 SPECIAL PURPOSE LOCAL OPTION SALES TAX FOR CAPITAL OUTLAY PROJECTS

THIS AGREEMENT is made and entered this the ___ day of August, 2009, by and between Fayette County, a political subdivision of the State of Georgia (the "County"), and the City of Brooks, the City of Fayetteville, and the City of Peachtree City, and the Town of Tyrone, municipal corporations of the State of Georgia (the "Municipalities", individually and collectively).

WITNESSETH

WHEREAS, O.C.G.A. § 48-8-110 et seq. (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the ___ day of July, 2009, in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities deem it to be in the best interest of the special district of Fayette County created by Section 48-8-110.1(a) of the Official Code of Georgia Annotated (the "Special District") to improve public services in the Special District by carrying out the hereinafter described capital outlay projects, and the most feasible plan for providing funds to pay the costs of such capital outlay projects is to reimpose a special one percent sales and use tax (the "Sales Tax"), upon the termination of the special one percent sales and use tax presently in effect, pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the "Sales Tax Law"); and

WHEREAS, the Sales Tax Law allows the proceeds of the Sales Tax to be distributed pursuant to the terms of a contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia between the County and one or more "qualified municipalities" (as defined in the Sales Tax Law) located within the Special District containing a combined total of no less than 50 percent of the aggregate municipal population located within the Special District; and

WHEREAS, the County and the Municipalities have negotiated a division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the

Municipalities consent and agree as follows:

Section 1. <u>Representations of the County.</u> The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(A) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;

(B) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and

(C) This Agreement is a valid, binding, and enforceable obligation of the County; and

(D) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 3rd day of November, 2009, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Fayette County for a period of twenty four (24) quarters (six (6) years), commencing on the 1st day of April, 2010, to raise an estimated $135,000,000.00 to be used for funding the projects specified herein.

Section 2. <u>Representation of each Municipality.</u> Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(A) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;

(B) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;

(C) This Agreement is a valid, binding, and enforceable obligation of each Municipality;

(D) Each Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110 (4); and

(E) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

Section 3. <u>Obligations of all Parties.</u>

(A) It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-110 et seq. and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 et seq.

(B) The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in this Agreement and in accordance with the priority order referenced herein.

(C) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in pubic ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

(D) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required fulfilling the terms of this Agreement

Section 4. Conditions Precedent.

(A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111 (a).

(B) This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).

(C) This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 5. Effective Date and Term of the Tax. The SPLOST, subject to approval in an election to be held on November 3, 2009, shall continue for a period of six (6) years with collections beginning on April 1, 2010~~09~~.

Section 6. Effective Date and Term of This Agreement. This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

(A) The official declaration of the failure of the election described in this Agreement;

(B) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax; or

(C) The completion of all projects described herein.

Section 7. County SPLOST Fund; Separate Accounts; No Commingling.

(A) A special fund or account shall be created by the County and designated as the

2009 (Should this be 2010?) Fayette County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.

(B) The City of Brooks shall create a special fund to be designated as the Brooks Special Purpose Local Option Sales Tax Fund.

(C) The City of Fayetteville shall create a special fund to be designated as the Fayetteville Special Purpose Local Option Sales Tax Fund.

(D) The City of Peachtree City shall create a special fund to be designated as the Peachtree City Special Purpose Local Option Sales Tax Fund.

(E) The Town of Tyrone shall create a special fund to be designated as the Tyrone Special Purpose Local Option Sales Tax Fund.

(F) Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(G) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 8. Procedure for Disbursement of SPLOST Proceeds.

(A) Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed herein.

(B) The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within 10 business days disburse the SPLOST proceeds due to each Municipality according to the schedule contained herein. The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 7 of this Agreement.

(C) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

Section 9. Projects. The County shall call a referendum on whether to reimpose the Sales Tax to fund the following capital outlay projects in the following estimated amounts:

(A) Level One Countywide Projects to be owned or operated or both by the County:

	Project	Estimated Allocation
(1)	Justice Center debt retirement/acquisition	$55,000,000
TOTAL ESTIMATED ALLOCATION		$55,000,000

(B) Level Two Countywide Projects to be owned or operated or both by the County:

	Project	Estimated Allocation
(1)	Emergency OPS Center	$ 2,000,000
(2)	University Campus	5,000,000
(3)	Transportation	11,000,000
TOTAL ESTIMATED ALLOCATION		$18,000,000

(C) Projects to be owned or operated or both by the County in the unincorporated areas of the County:

	Project	Estimated Allocation
(1)	Replace Tyrone and Fayetteville Fire Stations	$ 3,500,000
(2)	Replacement of Hood Road bridge over Whitewater Creek	1,700,000
(3)	Culvert replacement and/or repair	200,000
(4)	New Hope Operational Corridor	1,400,000
(5)	Lee's Mill Operational Corridor	1,200,000
(6)	Kenwood Road Operational Corridor	1,100,000
(7)	Tyrone Road Operational Corridor	1,100,000

(8)	Sandy Creek Operational Corridor	1,000,000
(9)	Westbridge Road Operational Corridor	1,000,000
(10)	Ellison Road at Jenkins Road	845,000
(11)	Dogwood Trail at Tyrone Road	643,000
(12)	Peters Road at SR 92	836,000
(13)	Goza Road at Old Greenville	900,000
(14)	Ebenezer Road at Spear Road	620,000
(15)	Redwine Road at Birkdale & Quarters Road	440,000
(16)	SR 270 at Helmer Road	481,000
(17)	Flat Creek Road at Tyrone Road	1,170,000
(18)	Ellison Road @ Tyrone Road	1,906,000
(19)	New Road Construction from SR 54 to First Manassas Mile Road	2,000,000
(20)	Resurfacing, milling, patching, and shoulder enhancement	3,100,000
(21)	Paving Gravel Roads	1,200,000
(22)	Multi-Use trails	2,250,000
(23)	Replacement of Heavy Duty Public Works Equipment	1,500,000
(24)	Gateway Projects	416,400
TOTAL ESTIMATED ALLOCATION		$30,507,000

(D) Projects to be owned or operated or both by the City of Brooks:

	Project	Estimated Allocation
(1)	Library building debt retirement/acquisition	$68,500
(2)	Sidewalks	250,000
(3)	Library Renovation	70,000
(4)	Paving Dirt Road	200,000
(5)	Downtown Parking Area	75,000
TOTAL ESTIMATED ALLOCATION		$663,000

(E) Projects to be owned or operated or both by the City of Fayetteville:

	Project	Estimated Allocation
(1)	Resurfacing of City Streets	$1,000,000
(2)	Bike/Ped/Multi-Use Improvements	1,200,000
(3)	Intersection Improvement Projects (Citywide)	750,000
(4)	Church Street Extension (LCI)	220,000
(5)	Citywide Grid/Connectivity Projects	1,000,000
(6)	Ramah/Redwine Roundabout	400,000
(7)	Washington and Carver Street Improvements (LCI)	150,000
(8)	SR 85 Medians (LCI, North 85, etc.)	750,000
(9)	SR 54 Medians (Hospital Area)	200,000
(10)	Manassas Mile/SR 54 Connector	170,000
(11)	SR 92 Connector Widening (J May/Hwy 85)	500,000
(12)	PK Dixon Park Trail	150,000
(13)	Park Improvements (Citywide)	100,000
(14)	Pye Lake Park Improvements	200,000

TOTAL ESTIMATED ALLOCATION	$6,790,000

Alternate Projects

(1)	SR 85 Streetscape (LCI)	492,800
(2)	Downtown Greenway (LCI)	94,600
(3)	Well Interconnection Project	750,000
(4)	Entry Gateways (LCI)	250,000
(5)	2008 Capital Projects Loan Retirement	527,000
(6)	2001 Bond Debt Retirement	1,945,000

(F) Projects to be owned or operated or both by the City of Peachtree City:

	Project	**Estimated Allocation**
(1)	Retirement of General Obligation Debt~~pt~~ ~~(currently $768,000 annual debt service)~~, including 2004 General Obligation Library Bonds, Series 2003 General Obligation Refunding Bonds, and the Series 2002 Airport Authority Refinancing General Obligation Bonds~~,~~ ~~and~~	$~~5,425,000~~2,610,000
(2)	Street Resurfacing	6,000,000
(3)	Multi-Use Path Resurfacing, extensions and construction	2,~~400~~900,000
(4)	Crosstown @ Peachtree Parkway Intersection improvements (local match needed for TIP)	650,000
(5)	SR 74 South path extension (local match needed for TIP)	500,000
(6)	Rite-Aid multi-use path connections	1,015,000
(7)	Rockaway Road multi-use tunnel and path connections	1,140,000
(8)	SR 74 North multi-use bridge and path connections	1,900,000

(9)	SR 54 East multi-use bridge and path connections	1,900,000
(10)	Corrugated metal tunnel replacements	500,000
(11)	N. Peachtree Parkway shoulder erosion	70,000
(12)	~~Misc. Path Extensions~~ Acquisition of City Hall and Leech Fire Station, presently leased by the City	2,815,000~~500,000~~
TOTAL ESTIMATED ALLOCATION		$22,000,000

(G) Projects to be owned or operated or both by the Town of Tyrone:

Project	**Estimated Allocation**

TYRONE TO FURNISH PROJECT LIST AND ESTIMATED ALLOCATION NO LATER THAN AUGUST 5, 2009.

(H) Projects to be owned or operated or both by the Town of Woolsey:

	Project	**Estimated Allocation**
(1)	Community Center	$256,000
TOTAL ESTIMATED ALLOCATION		$256,000

Section 10. Distribution of Sales Tax Proceeds. The County shall apply the proceeds of the Sales Tax to fund the following capital outlay projects in the following order of priority:

(A) First, an amount equal to the amounts shown below shall be set aside in equal monthly deposits to fund projects specified in Section 9(A) and 9(B) herein:

Year 1	$10,632,570.00
Year 2	11,057,873.00
Year 3	11,610,767.00
Year 4	12,307,413.00
Year 5	13,168,932.00
Year 6	14,222,446.00

(B) Second, the following percentages of Sales Tax collections received by the County shall be ratably applied as soon as practicable to the following purposes:

(1) 0.61% shall be paid to the City of Brooks to fund the capital outlay projects specified in Section 9(D) hereof ratably;

(2) 12.21% shall be paid to the City of Fayetteville to fund the capital outlay projects specified in Section 9(E) hereof ratably;

(3) 34.60% shall be paid to the City of Peachtree City to fund the capital outlay projects specified in Section 9(F) hereof ratably;

(4) 4.29% shall be paid to the Town of Tyrone to fund the capital outlay projects specified in Section 9(G) hereof ratably;

(5) 0.19% shall be paid to the Town of Woolsey to fund the capital outlay projects specified in Section 9(H) hereof ratably;

(6) 48.10% shall be applied by the County to fund the capital outlay projects specified in Section 9(C) hereof ratably.

Section 11. <u>Completion of Projects.</u>

(A) The County and Municipalities acknowledge that the costs shown for each project described herein are estimated amounts.

(B) If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project herein, the County may apply the remaining unexpended funds to any other county project listed herein.

(C) If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project herein, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality herein.

(D) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years after the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

Section 12. <u>Certificate of Completion.</u> Within thirty (30) days after the acquisition, construction or installation of a municipal project listed herein is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

Section 13. <u>Expenses.</u> The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs. <u>Scott: I think we need a better idea of how the costs will be reimbursed. Population? What percentage allocated to County? My recommendation would be to allocate the costs based upon the percentage of the SPLOST proceeds that each municipality and the county will receive.</u>

Section 14. Audits.

(A) During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

(B) Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

Section 15. Notices. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

For Fayette County:

County Administrator
140 Stonewall Ave., W
Suite 100
Fayetteville, GA 30214

For the City of Brooks:

For the City of Peachtree City:
City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

For the City of Fayetteville:

For the Town of Tyrone:

Section 16. Entire Agreement. This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the Special Purpose

Local Option Sales Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 17. Amendments. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 18. Governing Law. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 19. Severability. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 20. Compliance with Law. The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 21. No Consent to Breach. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

FAYETTE COUNTY, GEORGIA

(SEAL)

____

Jack R. Smith, Chairman

Attest:

____

Clerk

CITY OF BROOKS, GEORGIA

(SEAL)

____

Robert P. Butler, Mayor

Attest:

____
City Clerk

CITY OF FAYETTEVILLE, GEORGIA

(SEAL)

____
Kenneth Steele, Mayor

Attest:

____
City Clerk

CITY OF PEACHTREE CITY, GEORGIA

(SEAL)

____
Harold Logsdon, Mayor

Attest:

____
City Clerk

TOWN OF TYRONE, GEORGIA

(SEAL)

____
Don Rehwaldt, Mayor

Attest:

____
City Clerk

Resolution No.: ______

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA APPROVING AND AUTHORIZING EXECUTION, BY THE CHAIRMAN OF THE FAYETTE COUNTY BOARD OF COMMISSIONERS, OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY AND CERTAIN MUNICIPALITIES OF FAYETTE COUNTY CONCERNING A COUNTY ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX ENACTED PURSUANT TO O.C.G.A. § 48-8-110 *ET SEQ.*; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. §48-8-110 et seq. authorizes the imposition of a one percent county special purpose local option sales and use tax (SPLOST) for the purposes inter alia of financing capital outlay projects to be owned or operated by the County and one or more municipalities; and

WHEREAS, Fayette County, Georgia, the City of Brooks, the City of Fayetteville, and the City of Peachtree City, and the Town of Tyrone desire to utilize the proceeds of a SPLOST for the one or more of the purposes authorized under O.C.G.A. § 48-8-111 (a)(1).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fayette County, Georgia as follows:

SECTION 1. The attached intergovermental agreement addressing the disbursement of SPLOST proceeds among Fayette County, the City of Brooks, the City of Fayetteville, and the City of Peachtree City, and the Town of Tyrone and other related matters is hereby approved.

SECTION 2. The Chairman of the Fayette County Board of Commissioners is authorized to execute the intergovernmental agreement on behalf of the Board of Commissioners of Fayette County, Georgia and affix the seal of the County thereto.

SECTION 3. All resolutions, or parts of resolutions, in conflict herewith are repealed.

IT IS SO RESOLVED this ____ day of August, 2009.

FAYETTE COUNTY BOARD OF COMMISSIONERS

____
JACK R. SMITH, CHAIRMAN

ATTEST:

____
CLERK/DEPUTY CLERK

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Building Official

FROM: **Interim Community Development Director** David

DATE: **July 24, 2009**

SUBJECT: **Consider amendment to fee schedule – roofing contractors (Community Development)**
August 6, 2009 City Council Agenda

Recommendation:

Adopt amendments to Fee Schedule for Community Development pertaining to permit and inspection requirements for roofing contractors.

Discussion:

Several amendments to the city's Fee Schedule were presented to and approved by City Council at their meeting on May 15, 2008. Because of the extensive research conducted by City Staff prior to bringing these recommendations forward, as well as our due diligence in notifying the public, builders and developers, there have been few complaints regarding these new fees.

With the recent code changes pertaining to roofing and the need to inspect roofing activity, Staff is recommending an amendment to our permit requirement to include roofing replacement. We are recommending that the city require a permit and associated fees for this type of construction based on the estimated construction cost with a minimum permit fee of $50.00.

At this time there is no permit or fee required for re-roofing a residential dwelling or commercial building. With the recent storms and the aging of homes within the community, we have seen a significant increase in the amount of roofing activity and roofing contractors. Within the past month, the Building Department has investigated two job-site accidents due to roofing contractors not following established safety procedures.

Requiring a permit for this type of work would notify Staff when a new roof is being installed and who the contractor is. Most importantly, requiring a permit and periodic inspections would provide us the ability to inspect this work prior to, during and following construction activity to ensure the safety of employees of the roofing company as well as the homeowner.

Budget impact:

The budget impact is undetermined.