

City Council of Peachtree City

Agenda

July 16, 2009

7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Optimist Club Check Presentation to PD for the K-9 Program
 - Recognize Employee of the Month (May) – Jesse Brooks
 - Recognize Supervisor of the Quarter – Cajen Rhodes
 - Presentation of Lifesaving Award – Lauren Escalante & Jim Houghton
 - Recognize Outgoing Youth Girls Softball President Mike Pullias
 - Recognize July 4th Parade Winners
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - March 5, 2009, Executive Session Minutes
 - June 18, 2009, Regular Meeting Minutes
 - June 30, 2009, Special Called Meeting Minutes
- VII. Monthly Reports
- VIII. 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
- IX. Old Agenda Items
 - 05-09-08 Consider Revision of Fee Schedule for Kedron Fieldhouse and Aquatic Center and Glenloch Pools (Swim Team Rates)
 - 06-09-01 Public Hearing – Consider Variance to Building Setback, 100 Hermitage Place
- X. New Agenda Items
 - 07-09-01 Public Hearing – Consider Adoption of Comprehensive Plan – 2009 Partial Plan Update
 - 07-09-02 Public Hearing – Consider Step One Annexation Application - Southern Pines Plantation (SR 74 South)
 - 07-09-03 Public Hearing – Consider Variance to Building Setback, 105 Woodsdale Drive
 - 07-09-04 Public Hearing – Consider Variance to Building Setback, 123 Crown Court
 - 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
 - 07-09-06 Public Hearing – FY 2010 Budget
 - 07-09-07 Consider Cancellation of Tinsley Mill Stormwater Grant (Removed from June 18 Agenda)
 - 07-09-08 Consider Reduction in Force for Kedron Fieldhouse and Aquatic Center
 - 07-09-09 Consider Bid – Lakeside Subdivision Drainage Improvement
 - 07-09-10 Consider Bid – Willowbend Road Culvert Replacement
 - 07-09-11 Consider Modification of PCTA Lease
 - 07-09-12 Consider Reclassification of Positions – Planning Assistant to Planner/Economic Development Coordinator
 - 07-09-13 Consider Battery Way Park Spillway Repairs
- X. Council/Staff Topics
 - Update on Developmental Services Changes – 90-day Follow-up Regarding Service Levels
- XI. 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
Meeting Minutes
June 18, 2009
7:00 p.m.

The Mayor and Council of the City of Peachtree City met in regular session on Thursday, June 18, 2009. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members in attendance were Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognition

Logsdon issued a Proclamation of Congratulations to MA Industries in recognition of the firm's 40th anniversary. Logsdon recognized Fire Marshal John Dailey for 20 years of service.

Public Comment

Al Yougel of Keep Peachtree City Beautiful (KPTCB) announced that Partners II Pizza was selling 4th of July T-shirts with the profits to be donated to KPTCB.

Richard Spain addressed Council about developers stalling, noting that residents should be given notice of a time to voice their opinion and, if the developer wished to delay, the public hearing should still continue and Council should consider the request on its merits.

Agenda Changes

There were none.

Monthly Reports

Sturbaum asked why Workers Comp claims and City Vehicle Accidents had increased. Administrative Services Director Nikki Vrana indicated that there had been cases of exposure, muscle strain, and a back sprain, with all but one employee released back to work. Vrana said four of the accidents were considered not-at-fault, one was unavoidable, and a couple related to poor judgment on the clearance of the vehicle. Sturbaum said he just wanted to know if there were other issues impacting the claims.

Plunkett noted that the Local Option Sales Tax (LOST) revenue was budgeted for \$6 million, and only \$3.5 million had been collected. She pointed out that this was the huge deficit they were dealing with in the upcoming budget.

Minutes

Sturbaum moved to approve the minutes of the May 21, 2009, regular meeting and the June 8, 2009, workshop. Plunkett seconded. Motion to approve the May 21 minutes carried unanimously, and motion to approve the June 8 minutes carried 4-0-1 (Boone).

Consent Agenda

1. Consider Amendment to Automatic Fire Sprinkler System Ordinance
2. Consider Surplus of 1994 Ford, Communications Vehicle #8
3. Consider Amendment to Alcohol Ordinance – partially consumed bottles of wine
4. Consider Alcohol Qualifying Location Permit - City Hall Plaza/Drake Field
5. Consider Acceptance of Drainage Easements
6. Consider Budget Amendments
7. Consider Additional P/T Firefighter Headcount

Boone moved to approve the consent agenda items as presented. Haddix seconded. Motion carried unanimously.

Old Agenda Items**06-08-08 Public Hearing – Consider Amendments, Specific Permitted Uses in Multiple Zoning Districts**

City Planner David Rast said the proposed amendments were the result of numerous Planning Commission meetings and workshops. The proposal specifically listed uses permitted in the GC General Commercial zoning district and identified specific uses that would not be permitted. All the other verbiage within the ordinance remained the same.

Plunkett asked if this tied up the loophole of putting a big box in the industrial park. Rast said this ordinance only related to GC, but that issue had already been addressed in the revisions to GI General Industrial. Rast added that, at the workshop, Council and staff had discussed potential overlay districts for the village centers, and that would be the next step in the process.

No one from the public spoke, and Logsdon closed the hearing.

City Attorney Ted Meeker asked to add some language to Paragraphs A-D, a comma and the words “as follows” before the lists of specific uses.

Plunkett said GC currently allowed up to 32,000 square feet and asked what the 10,000 square-foot limitation meant. Rast said that wording was verbatim from the current ordinance, and the increase up to 32,000 was included under the conditional uses. Anything above that would have to fall under the Special Use Permit. The proposed changes identified the specific uses allowed in the permitted uses.

Sturbaum moved to approve the Ordinance Amendment with the changes recommended by the City Attorney. Boone seconded. Motion carried unanimously.

03-09-01 Public Hearing – Consider Rezoning, 37.001 acres, GI to LUR, Southpark International Industrial Park

Rast indicated that the applicant had requested this item be continued indefinitely. Boone moved to continue the item indefinitely. Sturbaum seconded. The motion carried unanimously.

Plunkett asked Meeker to clarify the issue of proceeding with a public hearing after an applicant had requested the item be pulled. Meeker said he had seen both sides of this issue, but he was hesitant about moving forward with an issue when it might deny the applicant due process.

Jim Savage felt there should be some provision in the ordinance that a zoning application could not be postponed forever. Robert Brown suggested having applicants request continuances in person at the meeting. Plunkett noted there had been extenuating cases in the past, including deaths in the family, and the City had allowed requests to postpone in writing. Logsdon said the City had been very open, both in allowing the requestor to pull the item and in allowing the public to speak about it.

Bob Walsh said he had come to talk about the development and was disappointed it had been pulled. He said there should be a time limit before the applicant had to go back to the Planning Commission and start the process again.

Plunkett asked how long the Planning Commission recommendation lasted. Meeker said that there was no time limit for rezoning requests, but when the request came back to Council, there would have to be a legal ad and public notice. Walsh and Savage felt there should be some requirement for Council action within a certain amount of time.

Haddix said his concern was a developer who submitted a substandard project knowing that an ordinance revision was pending. He agreed that some type of time limit on the Planning Commission recommendation would help prevent that. Meeker said that had been written into some of the site plan submittals, and they would look at it for rezoning applications as well.

New Agenda Items

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

Rast noted that the applicant had requested that this item be continued to the July 16 meeting. Haddix moved to continue the request to the July 16 agenda. Sturbaum seconded. The motion carried unanimously.

06-09-02 Final Discussion on Hip Pocket Sewer/Consider Standards Application Process

City Engineer Dave Borkowski addressed Council, saying the City had explored the costs of providing sewer service to the entire Hip Pocket area (approximately 71 lots currently served by septic). The final cost of the project would have been approximately \$100/month/lot for up to 15 years, depending on the financing option chosen. The residents were overwhelmingly opposed due to the cost, and no grant funding was available. Staff recommended Council adopt the policy on dealing with septic tank failures, and that there be no further pursuit of connecting the area to the sewer system.

Plunkett asked how many septic systems were currently in danger of failing. Health Department Representative Robert Kurbes said there was no real way to tell because problems that occurred tended to be fairly immediate. For the one failure identified since the workshops, he was awaiting a proposal to address the challenges with the soil conditions. Plunkett noted the Health Department had encountered problems with the proper removal of septic systems in the past, and Kurbes confirmed that. He said that, if a septic system failed and could not be repaired or connected to sewer, the house would have to be vacated. Logsdon felt it was short-sighted of the residents to take no action in planning for that eventuality, but he said Council was not a dictatorship. He added that there would be a negative impact on the neighborhood when systems failed and houses had to be vacated.

Boone asked, if a house vacated, there was any provision for condemnation. Meeker said revoking the Certificate of Occupancy under the policy was saying the house was uninhabitable, which was essentially the same as condemning it. The City would not have to purchase the house.

Ellen McCallum of Robinson Road said she had septic systems in many of the cities she lived in, and there were many options to change septic systems. Some were expensive, but replacement could be done. Phyllis Aguayo said her mother lived in Florida, and her city was in the process of removing septic systems and installing sewer in her neighborhood. The result was an aesthetic, environmental, and financial nightmare for the city.

City Manager Bernard McMullen thanked Kurbes for his assistance in developing the policy. Haddix said there was a group of neighbors in the area looking at going to the sewer system themselves to jointly connect to the service.

Plunkett moved to approve the policy on the sewer connection process. Haddix seconded. Motion carried unanimously.

06-09-03 Consider Cancellation of Tinsley Mill Stormwater Grant

This item was moved to July 16, 2009, prior to the meeting.

06-09-04 Consider RFP – Tennis Center Management Services

Leisure Services Director Randy Gaddo presented staff's recommendation for management services for the Tennis Center – Sequoia Golf Holdings LLC (Canongate) to take effect July 1. Gaddo said staff had issued a Request for Proposal (RFP) in March, and had 16 responders attend one of the two mandatory pre-proposal meetings. Ultimately, seven proposals had been submitted. A panel of five had reviewed the applications and interviewed the top three firms.

Gaddo said the panel's goals included retaining the center under City ownership, minimizing the City's operational and financial burden, keeping a patron friendly environment, attracting more tournaments, minimizing the City's financial risk, and retaining the Visitors' Center under Peachtree City Tourism Association (PCTA) management. Gaddo said Canongate met the goals better than any of the other proposals. They would give existing staff the opportunity to transition to the new management, honor existing memberships, maintain affordable access for the community, reduce the cost to city, provide a revenue stream from the facility, absorb operations, management and maintenance; provide full range of services (pro shop and restaurant); and keep the PCTA Visitors Center.

Gaddo said the company had a proven record in Fayette and Coweta Counties, Macon, and Texas, with a total of 57 tennis courts, 14 locally. They had a strong balance sheet and could seamlessly transition the management with minimal disruption in services. Canongate also had a metro Atlanta customer base of 14,000 families and could offer members benefits at other clubs. The other local courts could be leveraged to help draw larger tournaments. Gaddo said Canongate was also planning some improvements, pending City review, to the facility. The agreement was proposed to start July 1, paying the City \$250 per month through December 31, 2009, followed by the greatest of 3% or \$2,000 per month. The City would retain some capital improvement responsibility. Gaddo introduced Sequoia's President and Chief Executive Officer, Joe Guerra, Chief Operating Officer Tim Dunlap, and Chief Financial Officer Kipp Orme.

Guerra said they were very excited about the opportunity and felt like they were already an integral part of the community through the local golf courses. He said Sequoia took its responsibility very seriously when it acquired the golf courses in 2002. The Tennis Center was a tremendous asset to the community, and he felt Sequoia could add value through marketing and sales, programming, and driving participation in a way that emphasized the quality of life in the City, as well as help to drive local businesses that relied on the facility and tournaments. Guerra said Canongate brought to the table experts at both tennis and golf. Although the City had mainly focused on golf to date, the organization operated two major tennis operations in Macon and in The Woodlands, Texas, that were full service operations.

Plunkett noted that Sequoia's tennis-only memberships were priced lower than the golf memberships, but they were also less expensive than current Tennis Center memberships. She asked how that would be balanced. Guerra said it made sense to pay more at the Tennis Center because it was a full service tennis operation versus a couple of tennis courts at a golf course. Pricing would stay where it was for the time being. Guerra continued that he saw no reason to make major changes to any of the pricing policies. The first step would be to develop a full understanding of the culture of the Center and how the current membership felt. He said they should not increase pricing without increasing value, and added that they had not increased prices at the golf clubs due to the recession.

Plunkett asked about recreational tennis, noting that it had been moved from the other City courts to the Tennis Center and that she hoped they would continue that, maybe by charging less to those groups. Dunlap said that fell in with Sequoia's goal of giving back to community.

Plunkett asked about the existing employees of the Tennis Center. Guerra said he looked forward to working with the existing employees. Sequoia hired employees based on attitude, good judgment, and discipline. He felt that a small percentage of existing employees would leave because they did not like new managers or changes, but Sequoia would provide clear expectations and communicate to develop the employees. He said Sequoia employees were happy and did not just view their jobs as a paycheck. He said they would approach the transition with the assumption that all the existing employees would stay based on merit, with his only caveat being if funds were over-allocated in a certain area. He said they had not yet looked at the operation in that level of detail, which would take a few months. He assured Council that Sequoia did not have a crop of employees lined up to move into the Tennis Center. He felt it made more sense to collaborate with the existing staff and provide them with the resources to do the best job possible.

Haddix moved to approve the agreement with the change noted on page 3, adding "capital improvements and" under the Capital Improvements and Repairs section, and authorize the Mayor to sign the contract. Boone seconded. Motion carried unanimously.

06-09-05 Consider Resolution for Land Swap with Fayette County

Gaddo explained that the proposal was to swap the City-owned property located by the Animal Shelter with the County for the County-owned property on Kelly Drive (former water system plant). The County would grant an easement for the proposed multi-use path to support the tunnel on SR 74 South. If approved, the Kelly Drive property was earmarked for a remote control car course.

Council asked if the proposed course might cause problems with the surrounding residences. Gaddo said he had met with neighbors and tested the site for noise. Bob Walsh said it sounded like a good opportunity, and asked if there would be any interference to mobile phones. Gaddo said there did not appear to be an interference issue, but staff would continue to look at that.

Phyllis Aguayo asked if the City had looked at other ways to acquire the property other than giving up City-owned land. Council indicated that purchasing the property was not feasible. Aguayo asked if the City knew what the County would do with the property on SR 74 South. Gaddo said the County had no immediate plans, but the septic drain field for the Animal Shelter was already on the City tract.

Richard Spain said that he thought the trade was a positive for both the City and the County.

Haddix moved to approve the resolution. Boone seconded. Motion carried unanimously.

06-09-06 Request from Cheers to Address Council for Fee Reduction

Cheers Bottle Shop manager Afzal Virani addressed Council, saying the agenda heading was somewhat misleading. They were not asking for a reduction in fees, only for Council to extend their license, which would begin July 1, a few days into June so they could have supplies delivered to be open by the July 1 date of their license. They were willing to pay a prorated amount for the entire month of June, even though they would not be open during that month.

Public Information Officer/City Clerk Betsy Tyler addressed Council, saying that the request was essentially for a fee reduction. Council had approved the license. The applicant had requested the July 1 start date to take advantage of the mid-year break in the license cost. The City and State code only provide for halving the fee for licenses issued July 1 or later. Meeker confirmed this.

Haddix said approving the request would put the City in danger of setting a precedent for other licenses. Logsdon questioned the rule, noting the applicant was not asking to open early, only to have the license in hand to accept deliveries.

Meeker said that, short of amending the Alcohol License Ordinance, which was based on state law, he did not see where Council had the latitude to grant the request.

Kim Hartigan, former owner of the location, addressed Council and said the City received payment for the full year from her business, which had closed earlier in the year. Tyler said the business had been closed for too long to transfer that license, and it was a matter of what the law said the City could do relating to the fee, which was reduce it in half for licenses issued July 1 or later.

Plunkett moved to deny the request for a fee reduction for Cheers Bottle Shop. Sturbaum seconded. Motion carried unanimously.

06-09-07 Consider Keep Peachtree City Beautiful FY 2010 Budget

06-09-08 Consider Agreement with Keep Peachtree City Beautiful

06-09-09 Consider Amendment to Solid Waste Ordinance – Franchise Fee

Logsdon said the three items would be discussed together, and Council would then vote separately on the items.

Tyler addressed Council and said Council amended the solid waste ordinance in April of that year, requiring a franchise agreement from all residential curbside service providers and adding recycling as part of the base price. Tyler said, at that time, staff had proposed the franchise fee, which Keep Peachtree City Beautiful, Inc. (KPTCB), had requested to supplement the organization's ongoing efforts to promote recycling through education and to address the growing litter problem. Council had asked staff to bring back the ordinance amendment implementing the franchise fee when KPTCB had a budget in place and the City had a service agreement with the organization for the funding.

Al Yougel, KPTCB executive director, presented the proposed FY 2010 budget, which covered the projected \$40,000 annual fee. Their efforts would include increasing curbside recycling through educating residents about the new service available to them, increasing recycling in the community by having recycling bins available at public buildings and gatherings, implementing 3rd and 4th grade recycling education programs, continuing to operate the recycling drop-off stations (possibly through adding cardboard and plastic balers), increasing trash receptacles on the path system, supervising those assigned community service through the City's Municipal Court, and funding beautification projects identified with the Garden Club. The budget also included saving money to purchase a golf cart to assist with emptying the trash cans on the paths, a truck to haul the items picked up, and a recycling trailer (currently the group borrowed Newnan's trailer).

Plunkett asked if the City had sold the surplus vehicles currently being auctioned online. McMullen said some of those items had not yet closed. Plunkett asked that staff look at what was available to donate to KPTCB.

Logsdon asked if there were any questions, and there were none. Tyler noted that the agreement with KPTCB provided for the City holding the franchise funding under a separate account and paying invoices submitted by KPTCB.

Tyler then presented the final element, which established the \$1.00 per customer per quarter franchise fee for the garbage companies to pay to the City. Haddix asked if the City could have the garbage companies show that franchise fee as a separate line item, noting that it would highlight the costs of littering, and if things improved, that cost could ultimately go away.

Plunkett asked about the terms of the agreement, and Meeker said it expired and automatically renewed each year, but the City could end the agreement with 60 days notice.

Brad Nielsen addressed Council and was very supportive of the program to increase recycling. He had been donating cans to the Fire Department for the burn fund, and they indicated they had an income of \$118,000 for aluminum cans. Currently, citizens were paying their garbage companies to take away recyclables, and the City was losing a lot of money. He continued that many countries in Europe had recycling containers on all the street corners for people to use, and the City could improve on that. He had seen many residents drive their SUVs to the Recycling Center to recycle beer and soda cans. The recycling bins needed to be at the stores where the cans were purchased. Nielsen suggested reducing the amount of truck traffic in neighborhoods by having a contract with a single garbage company, which would conserve fuel and hopefully reduce costs. He also suggested participating in the Recycling Bank as outlined on the Internet, through which individuals received credit for recycling.

Robert Brown recommended that Nielsen and his neighbors get together to contract with a single company. He also noted that, if people increased recycling from their homes, groups that collected recyclables as a fundraiser might see a reduction in revenue. He said that curbside recycling might have an unintended consequence of reducing the support for these organizations.

Haddix noted that the recycling and single provider were older debates. Logsdon agreed and he entertained motions on the items before them that evening.

Sturbaum moved to approve the FY 2010 KPTC budget. Haddix seconded. Motion carried unanimously.

Boone moved to approve the agreement with KPTCB. Sturbaum seconded. Motion carried unanimously.

Sturbaum moved to approve the ordinance amendment implementing the franchise fee. Boone seconded. Motion carried unanimously.

06-09-10 Consider FY 2010 Funding Request - Promise Place

Plunkett moved to approve the funding request (\$7,500) for Promise Place. Sturbaum seconded. Motion carried unanimously. Plunkett noted that Promise Place had their fundraising run on September 25.

06-09-11 Consider FY 2010 Funding Request – Fayette Senior Services

Haddix moved to approve the funding request (\$15,630) for Fayette Senior Services. Sturbaum seconded. Motion carried unanimously.

06-09-12 Consider Proposed 2009 Budget Amendments, and Additions to Bricks & Mortar Loan

Financial Services Director Paul Salvatore noted that changes to the Bricks & Mortar Loan had been discussed at the June 8 budget workshop. Staff was asking to add several projects to the Bricks & Mortar Loan. Those additional projects included resurfacing the City Hall parking lot; driveway and parking lot repairs for Fire Stations 81, 82, and 83; HVAC redesign; exterior painting, roof remodeling and replacement for Station 82; sewer connections for Stations 83 and 84; and remodeling and expansion for Station 84. The original loan amount was for \$1,300,000, and the additional projects would add \$1,080,294. The budget amendment would allow staff to move forward with the projects.

Sturbaum moved to approve the 2009 budget amendments and additions to the Bricks & Mortar Loan. Boone seconded. Motion carried unanimously.

Council/Staff Topics

Results of Library Survey

Library Administrator Jill Prouty updated Council on the survey on the hours of operation for the Library. She said the Library had about 34,500 active card holders, 26,000 of whom lived in the city limits. Another 5,000 cardholders were from Fayette County outside Peachtree City, and 4,000 were out-of-county (majority Coweta County, but included Fulton, DeKalb, Spalding, and Meriwether Counties).

The survey was conducted between June 3 and June 17, and patrons could fill out the survey at the Library and online. The three choices were: keep the current reduced hours; close on Wednesday but open additional hours on other days; or implement seasonal hours. The majority of respondents (45%) preferred instituting seasonal hours, with closing on Wednesdays garnering the least support (21.4%).

Staff's recommendation was to begin the seasonal hours on August 10, having the facility open from 10 a.m. – 9 p.m. Monday through Thursday, 10 a.m. – 6 p.m. on Friday and Saturday, and

keeping the 1 – 5 p.m. hours on Sunday. Summer hours would go into effect on June 1, 2010, after school was out, and would be 9 a.m. – 7 p.m. Monday through Thursday, 9 a.m. – 5 p.m. on Friday and Saturday, and keep the 1 – 5 p.m. hours on Sunday.

Prouty said respondents preferred that the Library had consistent hours. The proposed hours were workable from a staff standpoint, although the summer hours would be slightly more difficult. Logsdon asked if the item would require a vote. McMullen said the budget would include appropriate hours to cover the proposed schedule. Council supported the change.

Discussion of Proposed 2009-2010 Budget

Salvatore reviewed the proposed budget discussed at the June 8 workshop. The changes from that time were the addition of a police officer position for six months, with funding to come from three part-time positions that would remain but not be filled in FY 2010. McMullen noted that the Administrative Services part-time position could be assisted by using Amphitheater staff during the off season. The Library position was currently covered by changes in the hours of the existing staff, and the parks monitor position was the second such position, so that did not leave the City without a parks monitor.

Salvatore then showed the originally proposed 0.244 millage rate increase with no use of reserves for FY 2010, with a projected 0.245 increase and about \$350,000 use of reserves in FY 2011.

Logsdon asked what the percentage the reserves would drop to if the 0.244 millage was not implemented, and Salvatore said it would reduce the reserves from 35% to 33%. Boone noted that it would also double the projected millage for 2011, and Logsdon added that was assuming the economy did not improve.

Boone asked staff to reiterate what a 0.244 millage rate increase would be on a \$250,000 home. McMullen said \$24.40. Logsdon noted that would be on top of the average \$240 increase due to the Homeowner Tax Relief Grant (HTRG) being eliminated from the state budget. Plunkett said the increase would help to cover the 20 public safety officers that had been added over the years without a corresponding millage rate increase, the fact that those positions had to be paid for each year, and the serious probability that Special Purpose Local Option Sales Tax (SPLOST) would not pass and the City would have to return to funding road and path improvements. Logsdon said his primary point was whether the City should take \$450,000 out of reserves that were at 35% or implement a 0.25 mill tax increase. He said that, as long as the City had over 30% in reserves, he did not feel an additional tax burden should be placed on the citizens. The proposed budget could be implemented without a millage increase and keep the City in good financial standing with over 30% cash reserves. He would not support a millage increase.

Richard Spain asked if the projected revenues held property values flat. Salvatore said yes for 2010, but a modest increase was projected in 2011 and beyond. Spain noted that the local papers were reporting values going down with the expectation that trend would continue. Salvatore said the Tax Assessor said the City should remain level for 2010.

Logsdon asked about a state law that had recently passed capping property assessments, recalling that they might not be able to reassess for two years. Meeker said the projected increase not only reflected reassessments but also new buildings added to the digest.

Darlene Gulli said that \$24.40 was not unreasonable, and the employees deserved the pay increases that had been eliminated from the budget. Logsdon pointed out that the millage increase did not cover reinstating the salary increases.

Phyllis Aguayo said no one wanted to see taxes go up, especially when everyone was seeing financial losses from several sources. However, residents cared about the City and how the City took care of the things residents moved here for. She felt the \$24 increase meant more for the City to work with cumulatively than it would to the individuals, and most people would be willing to give up a lunch out so the City would have the funds to do more in taking care of the community.

Bob Walsh said he supported the Mayor's position. The \$24 would not break the bank for anyone, but the other increases imposed a difficult burden. He also felt Salvatore was projecting too conservatively on sales taxes. The Federal Reserve projection of a 3.8% increase would negate the need for a millage increase.

Salvatore reiterated that the current budget still left nearly \$800,000 in 2011 that would need to be funded through a combination of millage increase and use of cash reserves. A positive year in 2010 would help address that.

Logsdon commended staff for their conservative approach, but felt that the millage rate increase was not warranted this year. He agreed that employees could not go multiple years without raises. The Fire Chief had noted that employees had borne the brunt of the FY 2009 budget cuts, but the citizens had also had raises eliminated, salaries cut, and undergone other similar situations at their own jobs.

Plunkett said the budget also included delays in projects and maintenance. She asked at what level the reserves became more of a liability than an asset when maintenance was being delayed. Salvatore said that looking at a percentage was one thing, but having less than \$10 million if faced with a major disaster was an uncomfortable idea.

McMullen said that the reserve level influenced the City's bond rating. Peachtree City was currently at the highest rating. Plunkett asked how low the City could go on reserves and stay at that rating. McMullen speculated that going significantly below the 35% reserves, which is what the City was at when it achieved that rate, would influence it. Logsdon asked what was significant, and McMullen said he could not say. Plunkett said citizens needed to know Council was not just frivolously spending money; but had spent money on what the citizens had asked for, like public safety employees.

Sturbaum said the 0.244 millage increase ensured the City's future and could be stepped back later. Haddix agreed, saying the City could not "take back" the negative impact if the millage was not raised and the economy worsened. He also felt the employees had been hit hard, and many projects had been postponed, which only increased the final cost of the projects.

Logsdon asked what restoring the merit raises would cost. McMullen said the merit adjustment was \$489,000, and a quarter mill was \$450,000. The Cost of Living Allowance (COLA) was about 0.15 mills. To restore both would require a .45 mill increase in addition to the 0.244 proposed.

Richard Spain asked about the significant jump in projected revenues between 2011 and 2012. Salvatore noted that the numbers included projected millage rate increases, and that the actual projected revenue increase was only about 2%. McMullen said that five years ago, staff had projected much higher millage rates for the current time, and the five-year model was just a model, being most accurate for the immediate next year.

Council asked staff to bring back the budget showing a stepped increase model (no millage increase, 0.122 millage increase, and 0.244 millage increase) for the July 16 public hearing.

Briefing on Developmental Services Re-organization

Rast provided a 90-day update on the reduction in force in Developmental Services, saying the change had not impacted service. They had relocated some offices, consolidated files, and made some other changes that had improved operations.

Rast said the division was also seeing a lot of changes in Code Enforcement, and he was proposing to move the Senior Code Enforcement Officer, re-designating that position as Housing Code Official to get out and follow through on the neighborhood assessments and rehabs. That position would stay under the Building Official.

The other two existing Code Enforcement Officers would be classified as Municipal Code Officers, moving under the Planning Department, who would administer the land development ordinances, zoning ordinances, and other ordinances outside the building code.

Another position proposed for reclassification was the Planning Assistant, and Rast said he would like to change that to a Planner and Economic Development Coordinator. He said the current employee worked with applicants, but he also wanted him to be more involved with the tenants and shopping center managers. Rast said staff had also started working more closely with the Development Authority of Peachtree City (DAPC).

Rast then presented some tentative ideas for branding the villages, with images under development by a summer intern being funded by the DAPC. Finally, Rast said he was hoping to change the division name from Developmental Services to Community Development

Council said they liked the idea.

McMullen said he had been remiss in pointing out that the FY 2010 budget put the Planning Assistant as a full-time position, rather than the contracted position it has been in last year's budget. Plunkett clarified that there was no cost associated to the changes Rast proposed, and Rast said that was correct.

SR 74 North/Wisdom Road Traffic Signal

Borkowski then reported on the verbal approval from CSX for the easements to install the traffic signal at Highway 74 North and Wisdom Road., contingent on DOT accepting the easement. Borkowski was trying to get that approval finalized, and would then move forward with the traffic signal.

Federal Stimulus Funding

McMullen said at the last meeting staff had briefed Council on the methodology of the distribution for the federal stimulus money. The Atlanta Regional Commission (ARC) reported that the suggested methodology had been approved. McMullen noted some projects the ARC had recommended were eligible, but the projects would have to be "shovel-ready" by year end to get the funding.

Executive Session

Plunkett moved to enter Executive Session to discuss a personnel matter. Boone seconded. Motion carried unanimously.

Haddix moved to adjourn from Executive Session at 10:12 p.m. Sturbaum seconded. Motion carried unanimously.

There being no further business, Sturbaum moved to adjourn the meeting. Boone seconded. Motion carried unanimously.

The meeting adjourned at 10:13 p.m.

Betsy Tyler
Public Information Officer/City Clerk

Harold Logsdon
Mayor

City Council of Peachtree City
Minutes of Meeting
June 30, 2009
8:15 a.m.

Mayor Logsdon called the meeting to order at 8:15 a.m. Other members in attendance were: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

06-09-13 Consider Bids for Repair and Renovation of Station 82

City Engineer Dave Borkowski addressed Council, noting that staff recommended Council accept the bid from Tommy Gibson Builders, Inc., for the base bid price of \$94,000. Borkowski continued that 16 companies had attended the pre-bid meeting, and five bids were submitted with Tommy Gibson the lowest responsive bidder. Funds were available in the FY 2009 Bricks & Mortar Loan.

Sturbaum asked if the City had done business with this company in the past. Borkowski said the City had not, but all of the references had checked out.

Plunkett asked if the contract included clauses that gave the City better recourse if there were problems with the work. City Manager Bernard McMullen said that issues were being addressed, noting that the problems in the past had been due to poor oversight. The City's engineering staff would be working with professional engineers and architectural firms to oversee the construction process.

Boone asked if the warranty on the work would be one year. McMullen said it was the typical one-year construction warranty.

Plunkett moved to award the bid for the repair and renovation of Station 82 to Tommy Gibson Builders for the award amount. Sturbaum seconded. The motion carried unanimously.

06-09-14 Consider Lease Changes with PCTA for Management of Tennis Center

McMullen explained that staff was asking Council to accept the relinquishment of the management of the Tennis Center from the Peachtree City Tourism Association (PCTA) effective July 1. He continued that the PCTA had voted to relinquish management of the Tennis Center at its meeting on June 17, contingent upon Council awarding a management contract at its June 18 meeting. That had occurred. Staff would bring the modified PCTA lease agreement, bylaws, and budget to Council when it was ready.

Sturbaum moved to approve the lease changes with the PCTA for the management of the Tennis Center as presented by staff. Haddix seconded. The motion carried unanimously.

06-09-15 Consider Approval of Official Intent Resolution for Projects Added to Bricks and Mortar Loan

McMullen said this was a housekeeping issue involving the projects Council had added to the Bricks and Mortar Loan on June 18. It would allow the City to spend funds before the debt instrument was issued.

Boone moved to approve the official intent resolution for the projects added to the Bricks and Mortar Loan. Haddix seconded. The motion carried unanimously.

06-09-16 Consider Acceptance of Donated Trailer to Police Department

McMullen noted that the Georgia Division of Public Health was donating the trailer to the City to utilize in the event of a disaster. The trailer would be used to store materials pre-positioned by the Board of Health.

Sturbaum asked if the Police Department had a vehicle that could be used to deploy the trailer. McMullen said the Department had an F-250 pick-up that would be used, adding that the trailer was the same size as the Community Emergency Response Team (CERT) trailer.

Logsdon asked where the trailer would be kept when it was not in use. McMullen said it would be stored at the Police Department.

Haddix moved to accept the donated trailer for the Police Department. Boone 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 8:24 a.m.

Pam Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

2009 City Event Calendar

<u>July</u>	<u>August</u>	<u>September</u>
7/10 – World Classic Rockers @ The Fred 7/16 – City Council Meeting, 7 pm 7/17 & 18 – The Spinners @ The Fred 7/24, 25, 31 & 8/1 – Twilight Theater @ The Fred – <i>Oliver!</i>	8/4 – Council Workshop (Tentative), 6:30 8/6 – City Council Meeting, 7 pm 8/7 - Glenn Miller Orchestra @ The Fred 8/14 & 15 – Hippiest @ 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 – <i>Annie Get Your Gun</i> 9/19 & 20 – Shakerag Arts & Crafts Festival 9/26 & 27 – International Festival & Dragonboat Races
<u>October</u>	<u>November</u>	<u>December</u>
10/1 – City Council Meeting, 7 pm 10/6 – Council Workshop (Tentative), 6:30 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

<u>January</u>	<u>February</u>	<u>March</u>
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
<u>April</u>	<u>May</u>	<u>June</u>
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 7/10/09

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: May 2009

	<u>April-09</u>	<u>May-09</u>	<u>FY 2009 YTD</u>	<u>FY 2008 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	3	1	18	16
City Vehicle / Equipment Accidents	0	1	11	6
Employee Turnover Rate ***		0.00%	1.68%	4.10%
Lawsuit Legal Fees	\$3,685.50	\$3,187.24	\$50,844.26	\$60,425.31

*** The FY 2008 figure is for the full year. Of the 12 terminations in FY 2008, 2 were retirements. Of the 4 terminations year-to-date in FY 2009, 3 have been retirements

Municipal Court

Fines Collected	\$111,760.00	\$141,746.16	\$1,085,395.16	\$971,900.58
Online Transactions	112	145	1,225	1,326
Citations Closed	290	620	3,802	4,635
Jail Fund Balance	-\$4,007.88	-\$4,961.54	\$156,004.69	\$134,941.51

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

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

Public Information

New Businesses Registered	18	16	156	160
Public Contacts, Questions & Complaints	90	53	583	519

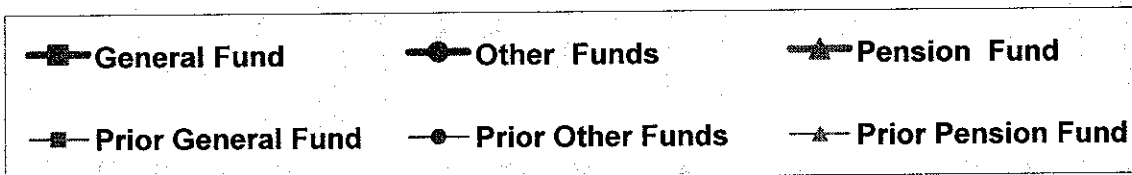
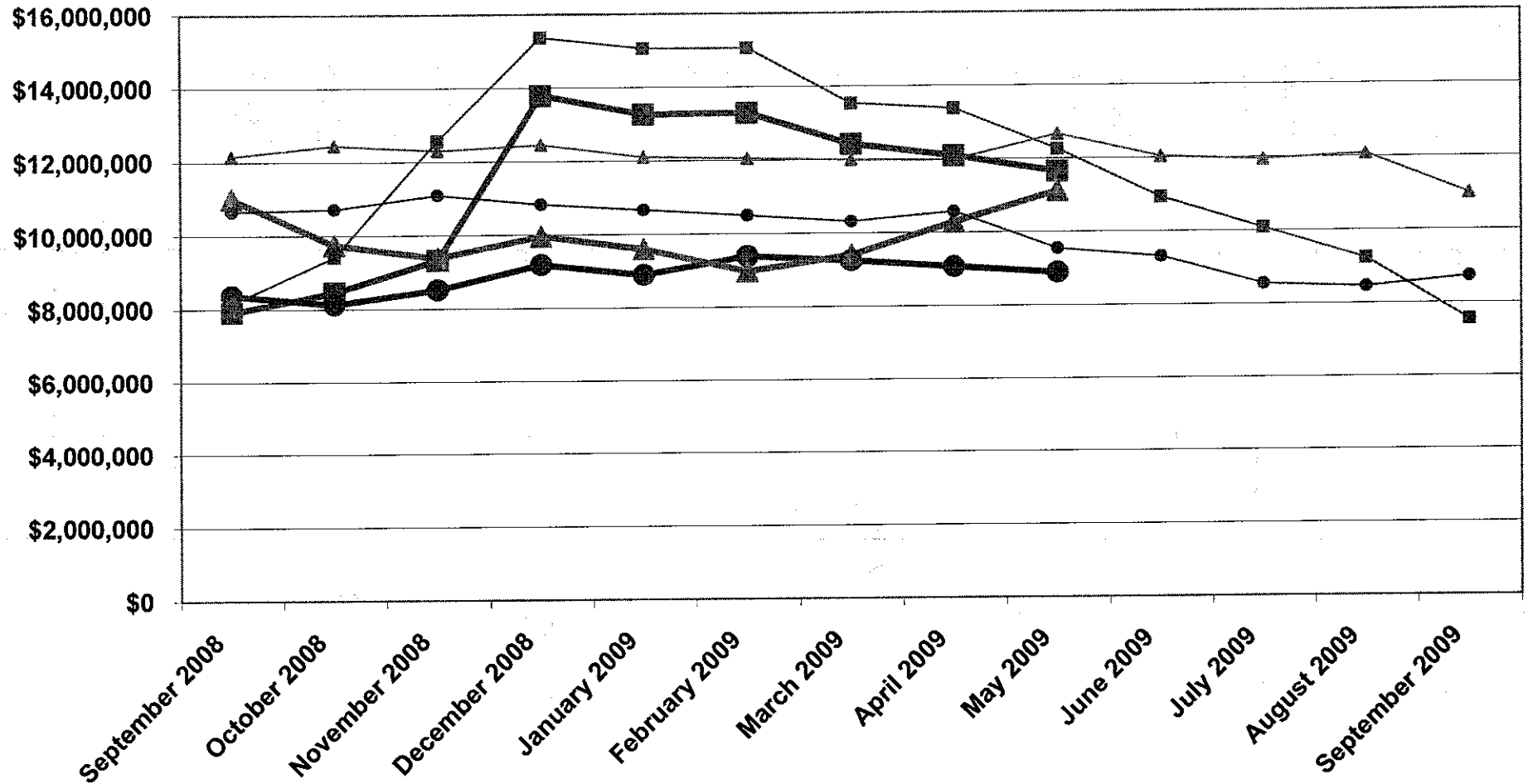
This includes 0 complaints against Comcast Cable Company and 6 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2009

	Apr-09	May-09	Fiscal Y-T-D 2009	Fiscal Y-T-D 2008
DEVELOPMENT PERMITS:	5	5	26	41
BUILDING PERMITS:				
Single Family Residential	5	1	15	29
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	37	46	275	360
Commercial/Industrial	12	5	82	114
TOTAL INSPECTIONS:	187	289	2,687	3,265
CERTIFICATE OF OCCUPANCY:				
Residential	2	4	35	39
Commercial	5	8	40	37
Multi-Family Residential	5	0	151 *	0
CODE ENFORCEMENT:				
Sign Violations	72	105	996	805
New Rehab	8	2	42	53
Rehab Inspections	8	6	66	84
Tree Removal Permits	92	109	556	684
Notice of Violations - Construction	0	0	6	27
Notice of Violations-Non-Construction	184	333	1,375	1,487
Stop Work Orders	3	3	18	30
Compliance Inspections	276	499	2,063	2,483
Founded Complaints	13	20	120	100
Unfounded Complaints	6	11	65	53
Assessments	6	2	31	187
Water Ban Violations	1	2	12	87
Citations	3	3	39	32
Architect Review Board Permit Approval	38	35	230	285
PERMIT FEES COLLECTED:	45,064	22,850	334,174	277,376
POPULATION:	36,667	36,675	36,675	36,335
Based on 2.09 persons per new completed dwelling unit.				

*The 5 unit multi-family certificate of occupancy was a fire damage rebuild and not added to the population count.

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 MAY 31, 2009**

PERCENTAGE OF BUDGET YEAR COMPLETED 66.7%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 9,865,605	\$ 9,039,391	\$ (826,214)	91.63%
Franchise Taxes	2,395,859	2,094,796	(301,063)	87.43%
Local Option Sales Tax	6,324,351	4,353,778	(1,970,573)	68.84%
Other Sales & Use Taxes	691,266	452,302	(238,964)	65.43%
Business Taxes	2,282,903	2,209,843	(73,060)	96.80%
Licenses & Permits	809,749	655,601	(154,148)	80.96%
Intergovernmental/Grants	199,000	119,211	(79,789)	59.91%
Charges for Services - Other	758,996	452,682	(306,314)	59.64%
EMS Billings	306,710	350,565	43,855	114.30%
Fines & Forfeitures	1,043,670	764,131	(279,539)	73.22%
Investment Income	372,620	60,965	(311,655)	16.36%
Other Revenue	13,766	13,392	(374)	97.28%
Other Financing Sources	1,019,977	642,922	(377,055)	63.03%
Total General Fund Revenues	\$ 26,084,472	\$ 21,209,579	\$ (4,874,893)	81.31%
Surplus Carryover	130,983	-	(130,983)	0.00%
Total General Fund	\$ 26,215,455	\$ 21,209,579	\$ (5,005,876)	80.90%

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 451,127	\$ 275,160	175,967	60.99%
Administrative Services	1,033,936	647,976	385,960	62.67%
Financial Services	1,079,103	707,101	372,002	65.53%
Police Services	6,260,593	3,934,742	2,325,851	62.85%
Fire/EMS Services	5,820,188	3,799,082	2,021,106	65.27%
Public Works	3,845,140	2,501,066	1,344,074	65.04%
Leisure Services	4,736,909	2,887,253	1,849,656	60.95%
Developmental Services	1,334,073	860,535	473,538	64.50%
Non-Divisional:				
Council Contingency	41,900	-	41,900	0.00%
Non-Profit Organizations	28,100	23,100	5,000	82.21%
Transfer to Development Authority	35,000	35,000	-	100.00%
Development Authority Debt Service	140,297	113,909	26,388	81.19%
Transfers to Other Funds	1,755,620	1,205,250	550,370	68.65%
Liability Insurance	99,310	92,363	6,947	93.00%
Legal Services	125,675	50,844	74,831	40.46%
General Administration/Bad Debt Expense	65,000	7,837	57,163	12.06%
Budgeted Savings	(636,516)	-	(636,516)	0.00%
Total General Fund	\$ 26,215,455	\$ 17,141,218	\$ 9,074,237	65.39%

HOTEL/MOTEL FUND REVENUES

Description	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 967,621	\$ 500,891	\$ (466,730)	51.77%

HOTEL/MOTEL TRANSFERS OUT

Type	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 322,540	\$ 166,964	\$ 155,576	51.77%
Transfer to Tourism Association	645,081	333,927	311,154	51.77%
Total Hotel/Motel Transfers Out	\$ 967,621	\$ 500,891	\$ 466,730	51.77%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF MAY 31, 2009

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER MAY 2009			
Description	Vendor	Award	Date
Expedition	Mall of Georgia Ford	\$ 26,852.92	05/13/2009
Sod Riley Field	TiftWay Sports	\$ 11,830.26	05/19/2009
Cast House Catering for all concerts	Bernadette Boisis	\$ 10,000.00	05/21/2009
Engineering for FAA multi use path	Integrated Science & Eng.	\$ 18,750.00	05/28/2009
Hydro & Hydra study Camp Creek Watershed	Integrated Science & Eng.	\$ 38,950.00	05/29/2009

PURCHASING REPORT FOR MONTH ENDED MAY 31, 2009 AND MAY 31, 2008		
Activity	Fiscal Year 2009	Fiscal Year 2008
Purchase Orders / Requisitions Processed	274	257
City Store Requisitions Processed	11	10
Sealed Bids Requested	1	2
Requests for Proposals	0	2
Bids Awarded	5	8
Requests for Proposals Awarded	2	1
Contracts Prepared	5	9
Electronic Auction	101	0
Fixed Assets Purchased	3	8

**CITY OF PEACHTREE CITY
DONATIONS RECEIVED
MAY 2009**

POLICE

Peachtree City Animal Care	K9		\$983.00
Frank & Anne Morgan	K9	\$	10.00
Michelle & James Simolari	K9	\$	10.00
Marilyn Smith	K9	\$	20.00
Dachshund Rescue of North America	K9	\$	20.00
Jon & Lori Hobby	K9	\$	20.00
Linda Conley	K9	\$	25.00
Cherie Hitt	K9	\$	25.00
Jerry & Keely Suiter	K9	\$	50.00
Craig & Gizelle Klingler	K9	\$	100.00
Dorothy & Richard Parker	K9	\$	10.00
Timothy & Sandra Hyatt	K9	\$	20.00
Daniel & Rebecca Byrd	K9	\$	50.00
Mavis & Vincent Compagno	K9	\$	25.00

LEISURE SERVICES DEPARTMENT

Veterans of Foreign Wars - Post 9949	Memorial Day Program	\$75.00
Whitlock Ellis Investments	Memorial Day Program	100.00
Ben/Michelle Bauman	Memorial Day Program	10.00

TOTAL MONTH OF MAY 2009

\$1,553.00

City of Peachtree City
Information Technology Statistics
May 2009
(as of 7/8/2009)

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 May 2009 – 0.0 hours (100.00% uptime, 0.00% downtime)

Reported hours of downtime in FY2009 – 2.17 hours (99.96% uptime, 0.04% 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	%
May 2009	101	100	99.01%	0	0	0.00%	3	3	100.00%	98	95	96.9%
FY2009	877	849	96.81%	0	0	0.00%	23	22	95.65%	833	751	90.16%
FY2008	1302	1254	96.31%	3	1	33.33%	12	11	91.67%	1239	1105	89.2%

Website Statistics for www.peachtree-city.org

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 May 2009 – 39,060

Unique Visitors – 23,298

Visitors Who Visited More Than Once In the Month – 4,189

Total Number of Website Visits in FY2009 (to date**) – 471,369

Unique Visitors – 254,626

Visitors Who Visited More Than Once in the Period – 44,977

Total Number of Website Visits in FY2008 (full year) – 933,369

Unique Visitors – 461,447

Visitors Who Visited More Than Once in the Period – 88,799

Top 10 Pages Visited

Most popular pages visited in May 2009* **

<u>Rank</u>	<u>Page</u>	<u>Number of Visits</u>
1	Home Page	34,132
2	Jobs	4,763
3	Online Resources at the Library	4,625
4	Events Calendar	3,116
5	Police	1,510
6	Library Main Page	1,399
7	FAQ	1,325
8	Tennis Center	1,319
9	News Flashes	1,252
10	Parks and Recreation	1,055

Most popular pages visited in FY2009* ** (to date)

The City's web hosting provider changed statistic reporting systems to Google Urchin in May 2009, leading to incomplete data for the overall year. As the method used to track top pages has changed, showing YTD will not be accurate. We will begin tracking again next month.

*accounts for both direct hits and redirections (for example, the Police Department page is accessed at /police and /index.asp?NID=55

**the City's web hosting provider changed statistic reporting systems in May 2009, leading to incomplete data for the overall year. Statistics are calculated by adding the current month to the previous YTD total.

PEACHTREE CITY FIRE/EMS DEPARTMENT
2009 MONTHLY REPORT

	Apr. 09	May. 09	2009 FY-T-D	2008 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	1	4	18	20
Actual Business/Industrial Fires	2	2	9	7
Rescue/EMS Assist	144	173	1172	1166
Vehicle/Golfcart Accidents	22	19	154	143
False Alarms	17	30	175	185
¹Other	27	33	233	228
Total Engine Response	213	261	1761	1749
 Dispatched Fire Calls	 51	 69	 443	 441
 Response Time Fire	 5:14	 5:10	 5:00	 5:12
RESCUE/EMS				
Trauma	28	37	255	225
Medical	124	146	1064	1071
Total # Patients	152	183	1319	1296
 Patients Transported	 67	 83	 658	 602
 Dispatched EMS Calls	 162	 191	 1322	 1313
 ²Total Medic Response	 181	 233	 1610	 1615
 Response Time EMS	 4:41	 4:41	 4:33	 4:38
 Dispatched Fire/EMS Total	 213	 260	 1765	 1754
EMS BILLING				
Patients Billed	67	83	653	594

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

²Includes Fire Assist Responses

LEISURE SERVICES MONTHLY REPORT

May-09

[illegible]

PEACHTREE CITY POLICE DEPARTMENT

2009 MONTHLY REPORT

	MAY 2009	APRIL 2009	2009 Calendar Year to Date	2008 Calendar Year to Date
PART I CRIMES				
Criminal Homicide	0	0	0	0
Forcible Rape	1	1	3	0
Robbery	1	0	3	0
Aggravated Assault	1	0	5	2
Arson	0	0	0	0
Motor Vehicle Theft	12	7	28	41
Theft	49	49	223	146
Burglary	3	2	22	21
TOTAL PART I CRIMES	67	59	284	210
ALCOHOL/DRUG ARRESTS				
DUI - TOTAL	29	26	92	78
DUI - ADULT	29	23	83	71
DUI - UNDERAGE	0	3	9	7
MINOR IN POSSESSION OF ALCOHOL	8	3	33	36
DRUG ARRESTS:				
MARIJUANA	8	12	54	27
METHAMPHEDIMINE	1	1	2	1
COCAINE	0	2	3	4
OTHER (opium, heroin, etc)	1	0	1	1
ARRESTS				
PROPERTY CRIMES	15	24	93	73
PERSON CRIMES	9	6	47	21
CITY ORDINANCES	41	30	173	143
TRAFFIC OFFENSES	43	46	217	203
OTHER	51	29	190	158
AVERAGE RESPONSE TIME	7.56	7.31	6.99	5.49
CALLS ANSWERED	5,072	4,868	24,194	27,116

TRAFFIC

CITATIONS ISSUED	508	502	2,651	2,807
WARNINGS	462	574	2,760	3,401
ACCIDENTS	80	88	432	495

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / CROSSTOWN DR	4
HWY 74 / ABERDEEN PARKWAY	4
HWY 54 / HWY 74	3
HWY 54 / PLANTERRA WAY	3
HWY 54 / PEACHTREE PARKWAY	2

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	24
HWY 54 / PEACHTREE PARKWAY	14
HWY 74 / ROCKAWAY ROAD	12
HWY 54 / WALTBANKS ROAD	9
HWY 54 / PLANTERRA WAY	9

**PUBLIC SERVICES DIVISION MONTHLY REPORT
MAY 2009**

<u>Activity Description</u>	<u>Unit</u>	<u>May-09</u>	<u>FY2009 YTD</u>	<u>FY2008 YTD</u>
Street Patching	Hrs.	0	879	1,056
Street Crack Sealing	Hrs.	60	390	176
Street Crack Sealing	Mi.	0.15	2.07	~~
Street General Miantenance	Hrs.	339	3,182	3,501
Storm Water Maintenance	Hrs.	342	3,553	3,846
Cart Path Paving	Ft.	0	8,974	27,209
Cart Path Prepped for Paving	Ft.	284	~~	~~
Cart Path Litter Removal	Hrs.	120	1,143	1,006
Cart Path Drainage Maintenance	Hrs.	199	1,429	544
Cart Path General Maintenance	Hrs.	907	4,244	3,390
Subdivision Sign Maintenance	Hrs.	25	194	307
Traffic Sign Maintenance	Hrs.	140	1,155	871
Vandalism Repairs	Hrs.	32	194	354
Vandalism Repairs	Dls.	\$427	\$4,374	\$8,872
Citizen Complaints Answered	Num.	175	835	541
Community Service	Hrs.	40	246	218

RECYCLING SITE

Manhours	Hrs.	52	977	997
Participants:				
Recycling	Num.	718	3,308	2,392
Composting	Num.	1,151	8,576	8,551
Mulch Pick UP	Num.	25	246	369
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	62		

COORDINATION LIST			
Due Date: _____			
ROUTING ORDER	TITLE	DATE	INITIALS
1	DAS	6/12	NV
	DOS		
	DPS		
1	DPS	6/12	SC
	PO		
	PO		
3	CM	6/15	12

COMMISSION/AUTHORITY ATTENDANCE RECORD

Peachtree City Airport Authority

May-09

Board name

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
Mike Brady, Chairman 1/1/09 - 12/31/31	13	6	6	0		100%
Bill Flynn, Vice Chairman 1/1/07 - 12/31/11	13	13	13	0		100%
Richard Whiteley, Secretary/Treasurer 6/20/08 - 12/31/10	13	11	10	2		91%
Zaheer Faruqi 1/1/09 - 12/31/12	13	6	6	0		100%
Jerry R. Cobb 1/1/05 - 12/31/09	13	13	11	2		85%
Douglas A. Fisher 1/1/06 - 12/31/10	13	2	2	0	3/7/08 resigned	100%
Gregory J. Carroll 3/3/2005 - 12/31/08	13	11	9	2	12/31/08 term	82%
John Cordner, III 1/1/08 - 12/31/12	13	8	5	3	7/10/2008 8/14/2008 9/11/2008 resigned	63%

COMMISSION/AUTHORITY ATTENDANCE RECORD

PTC Water & Sewerage Authority

Jun-09

Board name

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

as of May 2009

Board name

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	10	1	08/08/2008	91%
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*	7	6	1	02/25/2009	86%
Veronica Ross 8/2/2009 (filling Art Ferriera's unexpired term)	11*	7	6	1	01/21/2009	86%
Mayor Harold Logsdon 12/31/2009	11*	5	4	1	04/15/2009	80%

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

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

COMMISSION/AUTHORITY ATTENDANCE RECORD

Peachtree City Library Commission

May-09

Board name

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
Keely Sulter 06/01/2006	12	12	12	0	0	100%
Adele Klingshirn 06/01/2007	12	12	12	0	0	100%
John Waterhouse 06/01/2007	12	12	11	1	09/10/2008	92%
Sally Meyer 06/01/2008	12	7	7	0	0	100%
Paul Lentz, Jr. 06/01/2008	12	7	7	0	0	100%

COMMISSION/AUTHORITY ATTENDANCE RECORD

Planning Commission

May 2009

Board name

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 10/1/2006	19	19	15	4	5/19/08, 7/14/08, 10/13/08, 11/10/08	79%
Theo Scott 10/1/2004	19	19	19	0		100%
Larry Sussberg 10/1/2008	9	9	7	2	11/24/2008, 5/11/09	78%
Joe Frazar 10/17/2008	9	9	8	1	12/08/08	89%
Lynda Wojcik 2/23/2009	4	4	4	0		100%

COMMISSION/AUTHORITY ATTENDANCE RECORD

RECREATION COMMISSION

May 18, 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	8	8	7	1	09/15/2008	88%
Eric Imker 01-Jan-09	8	4	3	1	05/18/2009	75%
Vince Obsitnik 01-Jan-08	8	8	8	0		100%
David Ring 01-Jan-07	8	8	7	1	04/20/2009	88%
Shayne Robinson 01-Jan-09	8	4	4	0		100%
Michael LeDonne Alternate 01-Jan-09	8	4	1	3	1/16/09 4/20/09 5/18/09	25%
Cyndi Plunkett Council Liaison 01-Jan-09	8	4	3	1	02/16/2009	75%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: City Clerk

DATE: June 29, 2009

SUBJECT: Alcohol License – NEW – PTC World of Beverage (formerly Arnie's)
July 16, 2009, Regular Meeting

Recommendation:

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

Discussion:

PTC World of Beverage, Inc., 1115 Crosstown Court, has submitted a request for a new alcohol license. Ms. Salima Charania has requested she be appointed as the Licensee and as the License Representative. Ms. Charania will attend the meeting on Thursday, July 16th, 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 package sale of beer, wine, and distilled spirits, which is \$5,000.

BT:pd

Attachments

Application For Alcoholic Beverage License

Business Name: PTC WORLD OF BEVERAGE	Business Location: 1115 CROSSTOWN COURT PEACHTREE CITY GA 30269.	770 655 5112
Nature of Business:	Mailing Address:	Business Phone Number:
Name of Licensee: SALIMA CHARANIA	Home Address: 136 GREEN BRANCH DR. TYRONE GA	Home Phone Number: 770 969 7288
Name of License Representative: same	Home Address:	Home Phone Number:

Please indicate type of licenses applying for:

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

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
SALIMA CHARANIA	136 green branch dr, Tyrone 30290	770 969 7288
PTC WORLD OF BEVERAGE INC.		
CONTACT PERSON ANKIT DESAI	9100 Merrick dr, Peachtree city	770 655 5112

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: _____



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:

Salima Charania

136 Green Branch Drive Tyrone, GA 30290

Address

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

HCC Clark II
Signature

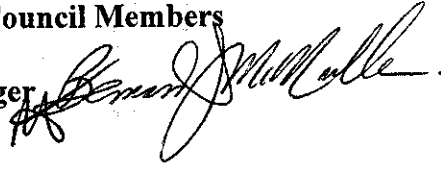
6/22/09
Date

Major R. M. Dyer
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
City Clerk 

FROM: Developmental Services/Community Development Director 

DATE: July 10, 2009

SUBJECT: Consider Ordinance Amendments to Change Division Name from
Developmental Services to Community Development
July 16, 2009, City Council Meeting

Recommendation:

That Council approve amendments to the following ordinances to reflect the name change from Developmental Services to Community Development:

- Chapter 2 – Administration
- Chapter 10 – Adult Entertainment
- Appendix B – Land Development Ordinance – Procedure for Plat Approvals and Construction Authorization for All Subdivisions
- Appendix B – Land Development Ordinance – Water Resource Protection

Discussion:

At the June 16 City Council meeting, staff briefed Council on the proposed reorganization and renaming of the Developmental Services Division to the Community Development Division. The attached ordinances formalize that change and update all references to the Developmental Services Division. No changes other than the name change have been made.

Budget Impact:

This item has no budgetary impact.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR THE CHANGE IN NAME OF DEVELOPMENTAL SERVICES TO COMMUNITY DEVELOPMENT; TO REPEAL CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Article IV, Departments, of Chapter 2, Administration, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 2-126. Organization.

(a) The municipal government workforce shall be organized into six divisions reporting to the city manager as follows:

- 2) The ~~developmental services~~ community development division, headed by the ~~developmental services~~ community development director, shall be responsible for planning, zoning, engineering, building inspection and code enforcement functions.

Sec. 2-149. Accountability.

The building official and building department shall be responsible to the director of ~~developmental services~~ community development.

Sec. 2-150. Building official; appointment.

The city council, upon recommendation of the director of ~~developmental services~~ community development, shall appoint a building official.

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

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

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2009.

Harold Logsdon, Mayor

Attest: _____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR THE CHANGE IN NAME OF DEVELOPMENTAL SERVICES TO COMMUNITY DEVELOPMENT; TO REPEAL CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Article II, Adult Entertainment, of Chapter 10, Amusements and Entertainments, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 10-32. Definitions.

Director of ~~developmental services~~community development means the person appointed as the director of the city's department which is responsible for the enforcement of the zoning ordinances of the city.

Sec. 10-33. Administration.

- (a) The administration of this article, including the duty prescribing forms, is vested in the city clerk, except as otherwise specifically provided. The police chief and the ~~director of developmental services~~community development director shall render assistance in the administration and enforcement of this article as follows:

- (3) The ~~director of developmental services~~community development director shall notify the city clerk whether an applicant or designated license holder in a license application has failed to comply with or is in violation of applicable provisions of the zoning ordinances, or the building codes, development standards or other land use ordinances and regulations of the city relating to the business to be operated under the license.

- (4) Nothing in this section is intended to prohibit or restrict the police chief or the ~~director of developmental services~~ community development director from providing additional assistance as may derive from their normal duties and responsibilities or as may be requested by the city clerk. In no event shall any assistance as described in this section, or the absence of such assistance, delay or extend the time period specified in section 10-60 for the city clerk to act on a license application.

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

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

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2009.

Harold Logsdon, Mayor

Attest: _____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR THE CHANGE IN NAME OF DEVELOPMENTAL SERVICES TO COMMUNITY DEVELOPMENT TO REPEAL CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Article IV, Procedure for Plat Approvals and Construction Authorization for All Subdivisions of the Peachtree City Land Development Ordinance, be amended as follows:

Sec. 406. Final plat approval process.

- (i) If approved by the ~~Developmental Services~~ Community Development Director prior to submittal of the final plat, a performance bond equal to 110% of the cost of construction, redeemable at a local bank in the metro Atlanta region, to guarantee the installation of any infrastructure not installed at the time of the request pursuant to the requirements of this ordinance. Only those items identified within paragraph (p) below shall be considered.

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

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this

ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2009.

Harold Logsdon, Mayor

Attest: _____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR THE CHANGE IN NAME OF DEVELOPMENTAL SERVICES TO COMMUNITY DEVELOPMENT; TO REPEAL CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Article X, Water Resource Protection, Section 1001 of the Peachtree City Land Development Ordinance, as amended, is hereby further amended as follows:

Sec. 1001. Definitions.

17. ~~Developmental services~~Community development director. The Peachtree City ~~Developmental Services~~community development director or their designee.

Section 2. Article X, Water Resource Protection, Section 1010 of the Peachtree City Land Development Ordinance, as amended, is hereby further amended as follows:

Sec. 1010. Illicit discharges.

- (c) Administration. The ~~developmental services~~community development director shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the community development ~~developmental services~~ director may be delegated in writing by the ~~developmental services~~community development director to persons or entities acting in the beneficial interest of or in the employ of Peachtree City.

(f) Discharge prohibitions.

2) Discharges specified in writing by the ~~developmental services community development~~ director as being necessary to protect public health and safety.

(h) Suspension of MS4 Access.

(2) Detection of illicit discharges. Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The ~~developmental services community development~~ director will notify a violator of the proposed termination of its MS4 access. The violator may petition the city council for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section, without the prior approval of the ~~developmental services community development~~ director

(j) Discharge monitoring.

(2) Access to facilities.

a. The ~~developmental services community development~~ director shall be permitted to enter and inspect facilities as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force, which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of Peachtree City.

b. Facility operators shall allow the ~~developmental services community development~~ director full access to all parts of the premises in order to inspect, sample, examine and copy records that must be kept under the conditions of an NPDES permit to discharge stormwater, and to perform any additional duties as required by state and federal law.

c. The ~~developmental services~~ community development director shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the ~~developmental services~~ community development director to monitor and/or sample the facility's stormwater discharge.

d. The ~~developmental services~~ community development director has the right to require the discharger to install monitoring equipment as necessary, given that reasonable cause to believe that an illicit discharge or connection exists. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition at the discharger's own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy per the manufacturer's recommended standards.

e. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly and permanently removed by the operator at the written or oral request of ~~community development~~ developmental services director. The costs of clearing such access shall be borne by the operator.

f. Unreasonable delay in allowing the community development ~~developmental services~~ director access to a permitted facility is a violation of a stormwater discharge permit and of this ordinance. The operator of a facility with a NPDES permit to discharge stormwater associated with industrial activity commits an offense if that person or an agent denies the community development ~~developmental services~~ director reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

g. If the ~~developmental services~~ community development director has been refused access to any part of the premises from which stormwater is discharged, then the ~~developmental services~~ community development director may seek issuance of a search warrant from any court of

competent jurisdiction upon showing that:

- (m) Notification of spills. Notwithstanding other requirements of law, any person responsible for a facility or operation, or responsible for emergency response for a facility or operation who has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of a release of hazardous materials that person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, that person shall notify the community development ~~developmental services~~ director in person or by phone, facsimile or email no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the ~~developmental services~~ community development director within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.
- (n) Enforcement.
 - (1) Notice of violation. Whenever the ~~developmental services~~ community development director finds that a person has violated a prohibition or failed to meet a requirement of this ordinance, the ~~developmental services~~ community development director may order compliance by written notice of violation to the responsible person. Such notice may require of the violator without limitation:
- (o) Appeals of notice of violation. Any person receiving a notice of violation may

appeal the determination of the ~~developmental services~~ community development director. The notice of appeal must be received within 10 days from the date of the notice of violation. Hearing on the appeal before the city council or his/her designee shall take place within 30 days from the date of receipt of the notice of appeal.

Any person, aggrieved by a decision or order of the ~~developmental services~~ community development director, after exhausting administrative remedies, shall have the right to appeal de novo to the superior court of Fayette County.

- (p) Enforcement measures after appeal. If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within 10 days of the decision of the review authority upholding the decision of the ~~developmental services~~ community development director, then representatives of the ~~developmental services~~ community development director may subsequent to written notice enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.
- (r) Injunctive relief. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. If a person has violated or continues to violate the provisions of this ordinance, the ~~developmental services~~ community development director may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Section 3. Article X, Water Resource Protection, Section 1014 of the Peachtree City Land Development Ordinance, as amended, is hereby further amended as follows:

Sec. 1014. Enforcement.

(a) Enforcement. The Peachtree City ~~Developmental Services~~Community Development director (and public services director) shall enforce the provisions of this article as follows:

(1) The ~~developmental services~~community development director is designated to enforce the grading, vegetation, erosion control, sedimentation, flood control, and drainage provisions of this article for all development and construction projects with the following duties and responsibilities:

- a. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.
- b. Advise permittee when additional federal or state permits may be required, and if specific federal or state permits are known to be required that copies of such permits be provided and maintained on file with the development permit.
- c. Notify adjacent communities and the Georgia Department of Natural Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

(d) Notice of violation. Whenever the ~~developmental services~~community development director determines that activity on a property does not comply with the approved development and construction plans, he may issue a notice of violation. Whenever he determines that the drainage system has been unlawfully altered, causing inadequate drainage, he may issue a notice of violation. The

notice of violation of the provisions of this chapter or of any rule or regulation adopted pursuant thereto, shall be to the owner of the property or his agent and shall:

- (4) State that, if these repairs, construction or alterations are not completed within a reasonable time period specified by the inspector, a citation shall be issued for the owner to appear in city court. Each day the violation continues shall constitute a new and separate violation. However, in the judgment of the ~~developmental services~~ community development director, where the violation is willful, in wanton disregard of the provisions of this chapter or constitutes a public health and safety hazard, he may obtain a court citation in lieu of a notice of violation.

Section 4. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 5. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 6. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _____ day of _____ 2009.

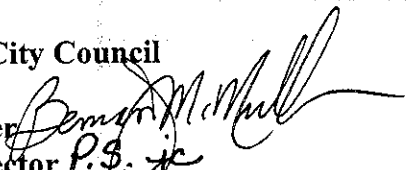
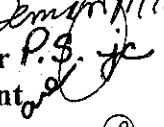
Harold Logsdon, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Finance Director P.S. 
Purchasing Agent 

FROM: System Administrator 

DATE: June 29, 2009

SUBJECT: Request to Surplus Obsolete Computer Equipment
July 16, 2009 Regular Meeting - Consent Agenda

Recommendation:

It is recommended that the Council approve the surplus of attached obsolete and defective computer equipment for proper disposal via either sale on GovDeals or by recycling.

Discussion:

As a part of its annual computer replacement cycle, the City has several obsolete and irreparable computer and telephone systems stored in the IT offices, as listed below:

Desktop Computers

Count	Brand	Model	Serial #	TAG	LOCATION
1	DELL	GX280	423-633-780-1	1y27B1	IT
1	APPLE	XC3344CG0QM		APPLE WORKGROUP SERVER	IT
1	unknown	unknown	D73960410601547	CONCESSION CPU	IT
1	unknown	unknown	D7396041060302**	CONCESSION CPU	IT
1	unknown	unknown	D73960410602808	CONCESSION CPU	IT

Monitors

Count	Brand	S/N
1	HP	261610-501336617-005S004
1	DIGIVIEW VIEWSONIC	3LQ49411300746
1	DELL	CN08G15747606359BKCD
1	CYBERMAX	122195001756.00
1	PHILIPS 107e	47411468
1	PANASONIC 20" TV	DYU03076
1	DELL 15" LCD	CN-0C5369-64180-4B1-0DLC
1	DELL 15" LCD	CN-0D5421-46633-497-560L
1	DELL 15" LCD	CN-0C5369-64180-4B1-0DEC
1	DELL 15" LCD	CN-0C5369-64180-4B1-0EDC
1	DELL CRT	

Continued on next page

Printers

Count	Brand	Model	Serial #
1	HP	5N	USKB139535
1	HP	5L	USCB160276
1	HP	LASERJET 4	JPBH024027
1	EPSON	STYLUS 600	AAA0214751
1	STAR	SP200 - 2	700140101157
1	EPSON	LX300	CDSY06818
1	HP	DESKJET 600	
1	HP	DIGITAL COPIER 610 M1543F11M	

Telephone Equipment

Count	Description	Serial Number	Notes	From?
1	phone system NEC Electra elite 48	12232705K	bad	Kedron filedhouse

Miscellaneous Equipment

Count	Description	Mfg	Serial Number
1	DUAL SPEED HUB	NETGEAR	DS16B0A032986
30	POWER CORDS	VARIOUS	
1	SWITCH	INTERFACE ELECTRONIC	2134491
1	SWITCH	INTERFACE ELECTRONIC	2134469
1	SCANNER	CANON	CY2022866A
1	SCANNER	MICROTEC	74S0113637
10	PS2 KEYBOARDS	VARIOUS	
1	CPU MONITOR SWITCH	UNKNOWN	
1	FLATBED COLOR SCANNER	HP	MY8B35345D
1	BATTERY BACK UP	APC	NB9938220644
1	BATTERY BACK UP	APC	3B0624X48480
3	LAPTOP POWER SUPPLY	TOSHIBA	
1	BATTERY BACK UP	TRIPPLITE	9427A10BC470903980
1	BATTERY BACK UP	TRIPPLITE	9427A10BC470903950
1	BATTERY BACK UP	TRIPPLITE	9427A10BC470903949
1	BATTERY BACK UP	TRIPPLITE	9427A10BC470903953
1	PalmOne Tungsten E2	PalmOne	PN20UBB5V3YT
1	BATTERY BACK UP	TRIPPLITE	9427A10BC470903981
6	TRIPP-LITE INVERTERS	TRIPPLITE	
1	BATTERY BACK UP	APC	
1	BATTERY BACK UP	BELKIN	
4	SPEAKER PAIRS	VARIOUS	
1	TAPE DECK	TEAC	5900155
2	CABLE GUIDES		
1	Laptop Battery	Premium Power Products	

To the best of staff's knowledge and abilities, none of the items that are in this list for surplus contain any sensitive data, and these systems are of no further practical use to the City (most are beyond their useful lives and are irreparable). Staff will attempt to sell these items as a lot via GovDeals.com. If no buyers are found, staff will then coordinate to safely recycle this equipment at the City's Recycling Center.

Budget Impact:

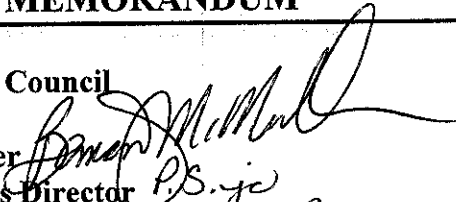
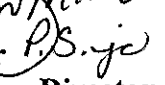
The continued storage of such equipment is a critical space issue in both the IT offices and at offsite storage in other City facilities. All reasonable efforts have been made to utilize any components (hard drives, optical storage, video cards, etc.) for repair and maintenance of the current City inventory of computers. The prompt turnaround of

obsolete equipment would be advantageous to the City as storage space is at a premium. By placing the items on GovDeals first, it is the hope of the City to get some revenue, albeit small, for the removal of these items. In the past a technology recycling company has offered to pay the City for parts of the equipment that have salvageable value to them. Previous year's efforts at recycling this equipment of a greater quantity than what is currently being requested have only provided the City with less than \$200 in total positive revenue impact. The City would be rid of obsolete equipment with no expense or liability. There is a possible small positive revenue impact felt by this approval; the systems are beyond their useful life expectancies, and repair costs are greater than replacement costs.

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: Bernard McMullen, City Manager 
Paul Salvatore, Financial Services Director 
Janet Camburn, Assistant Financial Services Director 

FROM: Angela Egan, Purchasing Agent 

DATE: July 7, 2009

SUBJECT: Request to Surplus Goods
Council Meeting: July 16, 2009

Recommendation. Staff recommends Council declare surplus the attached lists of items.

Discussion. Either the repair cost exceeds value, the items are simply not repairable or the items are no longer needed.

All items, not retained by another department, per requirements of City Administrative Regulation (CAR) 7-1, Section V, Number A (3), City Staff must submit to City Council, for approval, a consolidated list of surplus property. Once approved by City Council, approved items will be disposed of. Staff will research the most economical method of disposal for the City of the above items. City Manager will give final approval for disposal.

Budget Impact. There is no specific amount of revenue in the budget related to the sale of these goods. Any monies received from the sale of items at public auction would be placed into the City's general fund.

Attachments

CITY PROPERTY FOR SURPLUS AND DISPOSAL

POLICE DEPARTMENT

QTY	DESCRIPTION	STATUS
23	OC holders	Auction
4	gym lockers	Auction
6	prisoner barricades	Auction
2	prisoner barricades	Auction
4	prisoner seat	Auction
2	locker room benches	Auction
2	dehumidifiers	Auction
3	TV wall mounts	Auction
2	blue chairs with casters	Auction
10	box of audio cassettes	Auction
10	box of VHS tapes	Auction
400	VHS-C Tapes	Auction
1	box of .40 cal holsters and ammo pouch	Auction
1	filing cabinet	Auction
9	plastic folding tables	Auction 6, retained 3
1	dark wood laminate podium	Destroy - broken
1	large pin board 6'x4'	Destroy - broken
1	video projector screen	Destroy - broken
1	large box of unserviceable uniforms	Destroy - unserviceable
1	roll of grey carpet	Destroy - unserviceable
1	large box of unserviceable jackets/vests	Destroy - unserviceable
1	box of unserviceable camera parts	Destroy - unserviceable

LOCATION**DESCRIPTION**

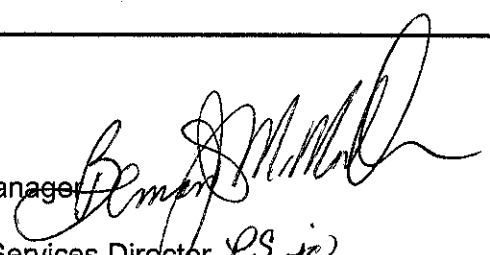
Finance Department
Finance Department
Finance Department
Fire Station

Floor safe. Determined unrepairable by locksmith.
1 each of broken task chair
3 each of extremely poor condition task chairs
Dishwasher. Determined repair exceed value.

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. jr*
Janet I. Camburn, Assistant Finance Director *JC*

DATE: July 6, 2009

SUBJECT: Budget Amendments – Fiscal Year 2009

July 16, 2009, City Council Consent Agenda

Recommendation:

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

Discussion:

Attached please find budget amendments 09-044 through 09-047 for fiscal year 2009 submitted for your approval. Budget amendment 09-044 transfers budgeted funds from the Building and Code Enforcement Departments to the Planning Department to cover anticipated shortages in Professional Services and Repair & Maintenance of Equipment. This entry requires City Council approval due to the transfer of budget from one department to another. Budget amendment 09-045 allows for the purchase of a surplus fire engine to recover the water pump to be made into a training aid and then the resale of the vehicle for salvage. Budget amendment 09-046 increases the budget for Street Supplies in the Public Works Department for the costs of materials for the Huddleston Track project. This increase in expenditures is off-set by a budgeted revenue line item. These funds have already been received from Huddleston Elementary to cover these costs. Finally, budget amendment 09-047 increases budgeted expenditures in the Planning Department for the repair of the canopy at the entrance of Developmental Services. This damage, done in fiscal year 2008, was covered by a reimbursement from the City's insurance carrier, GIRMA, in fiscal year 2008. The repairs were not completed at that time. This entry will allow for this work to be completed this fiscal year.

Budget Impact:

The net affect of the budget amendments increases revenues and expenditures in the General Fund by a total of \$15,995.

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

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-044

DATE July 16, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-7410-52-1200	xxx	Professional Services - Planning	4,753	
100-7410-52-2200	xxx	R&M - Equipment - Planning	247	
100-7210-53-1270	xxx	Gasoline - Building		2,500
100-7450-53-1270	xxx	Gasoline - Code Enforcement		2,500

\$ 5,000 \$ 5,000

To transfer budgeted funds from Building and Code Enforcement Gasoline accounts to Professional Services and Repair & Maintenance of Equipment in the Planning Department to cover anticipated shortages.

ENTERED

APPROVED

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-045

DATE July 16, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-3510-54-2050	xxx	Machinery & Equipment - Fire	500	
100-3510-52-2300	xxx	Rentals - Fire	300	
100-3210-52-2275	xxx	Repair & Maintenance - Veh. - Fire	400	
100-00-39-2100	xxx	Sale of Fixed Assets	1,200	

\$ 2,400 \$ -

To establish a budget for the purchase of a surplus fire engine to recover the water pump to be used as a training aid and then the resale for salvage of the vehicle.

ENTERED

APPROVED

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-046

DATE July 16, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-4100-53-1110	xxx	Street Supplies	13,695	
100-00-34-7900	xxx	Other Charges for Services	13,695	
			\$ 27,390	\$ -

To set up a budget for the costs associated with the Huddleston Track project that was reimbursed to the City by Huddleston Elementary.

ENTERED

APPROVED

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-047

DATE July 16, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-7410-52-2250	xxx	Repairs & Maint. - Bldgs. - Plannin	1,100	
100-00-38-9025	xxx	Surplus Carryover	1,100	
			\$ 2,200	\$ -

To establish a budget for the repair of the canopy at the entrance to Developmental Services. Funds were received from the GIRMA in fiscal year 2008 for these repairs that were not completed at that time. This budget amendment will allow for completion of this work in this fiscal year.

ENTERED _____

APPROVED _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Bernard McMullen, City Manager
Paul Salvatore, Financial Services Director

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

DATE: July 2, 2009

SUBJECT: School Crossing Guards Staffing

Recommendation:

It is staff's recommendation that City Council approve changing our current staffing level of ten (10) crossing guards to twelve (12) crossing guards.

Discussion:

The police department is dedicated to ensuring that the children of our community are safe when they are going to and coming from school. Currently, there are ten (10) crossing guards on staff. Of those ten, eight (8) are in a fixed position, one (1) is designated as a floater and one (1) is designated as an alternate. The crossing guard floater is assigned to any school crossing that needs extra assistance or as a substitute when another crossing guard is absent. The alternate is on "stand-by" and is considered "on call" unless substituting when another crossing guard is absent from duty. Upon evaluation, it was determined that the current alternate and floating crossing guards would be better utilized in fixed positions and that two (2) additional positions should be maintained as alternates. The alternates would be assigned only in a substitute capacity, which would alleviate the constant need to assign patrol officers to school crossing locations when crossing guards are absent. By adding additional alternate positions it will enhance safety at school crossings throughout the city. The two alternate crossing guards will be maintained on unpaid status except when substituting for paid crossing guards who are absent from duty.

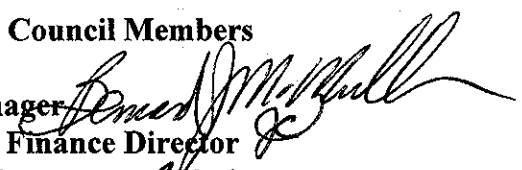
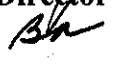
Budget Impact:

The budget impact to the Police Department is the cost associated with outfitting each of the two alternate crossing guards with a single uniform and very basic equipment. The cost is approximately \$300.00 each. .

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant Finance Director
Human Resources 

FROM: Interim Community Development Director 

DATE: July 8, 2009

SUBJECT: Reclassification of Senior Code Enforcement Officer to Housing Code Official
July 16, 2009 City Council Agenda

Recommendation:

Approve reclassification of Senior Code Enforcement Officer to Housing Code Official effective July 17, 2009.

Discussion:

As a part of the reorganization of the Community Development Division and in response to the recent Reduction in Force, the assigned duties of several staff members have been augmented to ensure coverage of all activities associated with our division. We are also implementing modifications to the organizational structure of our division.

One aspect of this reorganization is to eliminate the Senior Code Enforcement Officer and reclassify this position as the Housing Code Official. Dedicating a staff member to this position would allow us to place more emphasis on administering the Housing and Property Maintenance Codes, enhancing the Neighborhood Assessment Program and administering and completing rehab inspections in a timely manner. I also see this position as someone who would become a staff liaison to work closely with property owners, Homeowner Associations, absentee property owners, etc. in an effort to maintain and enhance the character of existing neighborhoods.

Staff presented the proposed modifications to the organizational structure of Community Development at the June 18 Council meeting. In an effort to formalize these changes, we are requesting that City Council formally reclassify the Senior Code Enforcement Officer position to Housing Code Official. The duties assigned to this new position are identified in the attached job description.

Budget impact:

There are no budget impacts associated with this position, as the position will maintain the same pay grade as the Senior Code Enforcement Officer. This position will continue to be budgeted through the Building Department.

HOUSING CODE OFFICIAL **JOB DESCRIPTION**

Job Code: 361

Position: Housing Code Official
Division: Community Development
Reports to: Building Official
Overview: This position administers the city's Housing Code, International Property Maintenance Code and International Existing Building Code. The Housing Code Official is responsible for identifying, inspecting and processing substandard structures (residential, commercial and industrial) for compliance with adopted property maintenance codes, provides coordination between the public and City staff to ensure compliance with these documents, assists the Building Official with review of residential and commercial building plans to ensure compliance with City ordinances and Building Code issues.

FACTOR 1: Education & Directly Applicable Experience	
---	--

	High School diploma and seven to ten years directly related experience or Two years of college or Associate's Degree and two to less than five years directly related experience or A Bachelor's Degree and less than two years directly related experience. Must be a Certified Housing Code Official through the International Code Council or be able to obtain such certification within six months from date of hire. Knowledge of basic principles, concepts and methodology of a professional or administrative occupation, and skill in applying this knowledge in carrying out elementary assignments, operations and procedures.
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FACTOR 2: Supervisory Controls	
---------------------------------------	--

	The work is performed under broad supervision. The supervisor makes assignments by defining objectives, priorities and deadlines, and assists the employee with unusual situations which do not have a precedent. The employee plans and carries out the successive steps and handles problems and deviations in the work assignment in accordance with instructions, policies, previous training or accepted practices in the job. Completed work is usually evaluated for technical soundness, appropriateness and conformity to policy requirements. The methods used in arriving at the end result are not usually reviewed in detail.
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FACTOR 3: Supervision Given	
	This position does not supervise any other positions.
FACTOR 4: Guidelines	
	Procedures for doing the work have been established and a number of specific guidelines are available. The number and similarity of guidelines and work situations requires the employee to use judgment in locating and selecting the most appropriate guideline, references and procedures for application in making minor deviations to adapt the guidelines in specific cases. The employee may also determine which of several established alternatives to use. Situations to which the existing guidelines cannot be applied or significant deviations are referred to the supervisor. The employee analyzes results and recommends changes.
FACTOR 5: Complexity	
	The work includes varied duties requiring many different and unrelated processes and methods applied to a broad range of activities or substantial depth of analysis, typically for an administrative or professional field. Decisions regarding what needs to be done include major areas of uncertainty in approach, methodology or interpretation and evaluation processes resulting from such elements as continuing changes in program, technological developments or conflicting requirements. The work requires originating new techniques, establishing criteria or developing new information.
FACTOR 6: Scope and Effect	
	The work involves establishing criteria, formulating projects, assessing program effectiveness, or investigating or analyzing a variety of unusual conditions, problems or questions. The work product or service affects a wide range of organizational activities.
FACTOR 7: Personal Contacts	
	The personal contacts are with individuals or groups from outside the organization in a moderately unstructured setting. Typical of contacts at this level are with contractors, representatives of professional organizations, the media or public action groups.
FACTOR 8: Purpose of Contacts	
	The purpose is to influence, motivate, interrogate, or control persons or groups. The persons contacted may be fearful, skeptical, uncooperative or dangerous. The employee must be skillful in approaching the individual or group in order to obtain the desired effect, such as gaining

compliance with established policies and regulations by persuasion or negotiation.

FACTOR 9: Physical Demands

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

FACTOR 10: Work Environment

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

PAY GRADE: 276

FLSA STATUS: NON-EXEMPT

HOUSING CODE OFFICIAL
ESSENTIAL DUTIES

• Conducts field inspections to determine compliance of properties with Housing and Property Maintenance Code.
• Performs inspections of housing facilities to ensure that occupancy, use, maintenance and/ or repairs comply with code requirements including housing and building codes and related health and safety laws.
• Takes action to correct Property Maintenance Code violations. Issues citations in cases of non-compliance; appears and testifies on behalf of City in matters before the Court.
• Performs inspections of buildings that may be structurally unsafe or a fire hazard.
• Develops equitable solutions to difficult problems of rehabilitation and reconstruction.
• Advises City residents and property owners on housing requirements and restrictions and provides general information regarding housing maintenance and repair.
• Maintains files and database of all complaints and investigative findings.
• Provides direct technical assistance, training, interpretation regarding the building maintenance and rental inspection program.
• Prepares and maintains forms, records, reports and correspondence pertaining to inspection activities.
• Serves as the Interim Building Official in the absence of the Building Official.
• Other duties, as required.
• Created 06/22/09.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Bernard McMullen, City Manager
Paul Salvatore, Financial Services Director
Angela Egan, Purchasing Agent

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

DATE: July 2, 2009

SUBJECT: Evidence/Property Purge

Recommendation:

It is my recommendation that the City accept the attached list of purged items, either for City use or for public auction. I request that the City permit the Police Department to retain the items listed as "TOT Police Dept" for official department use.

Discussion:

An order permitting the disposal of these items was signed by Superior Court Judge Hankensen on July 2, 2009. Each item listed on the order specifies how it is to be disposed of: "Destroyed", "Turned Over To City Use", or "Turned Over To Police Department Use".

The Police Department has completed a purge of a number of items in its evidence room. These items consist of evidence that no longer has any prosecution value. Also included in the purge was found property and other unneeded property which the police department possesses.

The items turned over to City use may be used by the City for official use, or may be disposed of in the manner of other surplus equipment (i.e.: sold at public auction).

Budget Impact:

There is no negative impact to the City's budget. Any monies received from the sale of items at public auction would be placed into the City's general fund. Any items "Turned Over to City Use" would save the City money, in lieu of purchasing the same item new.

HCC/ss

Attachments

IN THE SUPERIOR COURT FOR THE COUNTY OF FAYETTE

STATE OF GEORGIA

**IN RE: PETITION OF H. C. "SKIP" CLARK II, CHIEF OF POLICE, CITY OF
 PEACHTREE CITY, FOR ORDER PURSUANT TO O.C.G.A. § 17-5-54**

NOW COMES, H. C. "SKIP" CLARK II, Chief of Police, City of Peachtree City, Georgia, and brings this petition to the Superior Court for an Order authorizing the retention of certain properties and the discarding of certain properties in the custody of the Peachtree City Police Department and shows the court the following:

1.

The petitioner, CHIEF H. C. "SKIP" CLARK II, is duly appointed and serving as Chief of Police at the Peachtree City Police Department.

2.

In the operation of its normal duties as a law enforcement agency, Petitioner has assumed custody of personal properties, which were the subject of crimes or have been otherwise seized, as shown on Exhibit "A" attached hereto.

3.

Said personal properties in custody of the Petitioner are now unclaimed after a period of more than ninety (90) days following its seizure or following the final conviction, in the case of property used as evidence, and are no longer needed in a criminal investigation or for evidentiary purposes, and are therefore subject to disposition by the Petitioner pursuant to O.C.G.A. § 17-5-54.

As provided by §17-5-54 of O.C.G.A., the Petitioner makes application to this court for an order authorizing said properties on Exhibit "A" to be discarded and disposed of as other properties which are salvage or non-serviceable equipment or salvageable property to be retained by the City of Peachtree City for official use.

WHEREFORE, Petitioner prays that this Court enter an order pursuant to O.C.G.A. § 17-5-54 authorizing:

- (a) The disposition of the personal properties shown on Exhibit "A" and authorizing the Petitioner to dispose of said properties as salvage or non-serviceable equipment or retain salvageable property for official use by the City of Peachtree City.

Respectfully submitted,



Chief H. C. "Skip" Clark II, Petitioner

STATE OF GEORGIA

COUNTY OF FAYETTE

VERIFICATION

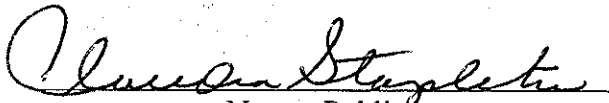
Personally appeared before the undersigned officer duly authorized by law to administer oaths, Chief H. C. "Skip" Clark II, who, after being duly sworn, deposed and states upon oath that the facts set forth in the within and foregoing PETITION OF Chief H. C. "Skip" Clark II, Chief of Police, CITY OF PEACHTREE CITY POLICE, FOR ORDER PURSUANT TO O.C.G.A. § 17-5-54 are true and correct.

This 22 day of June, 2009.


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

Sworn to and subscribed before me.

This 22nd day of June, 2009.


Notary Public

County of Commission: Spalding

Commission Expires: 11-1-2010

[SEAL]

IN THE SUPERIOR COURT FOR THE COUNTY OF FAYETTE

STATE OF GEORGIA

**IN RE: PETITION OF H. C. "SKIP" CLARK II, CHIEF OF POLICE, CITY OF
 PEACHTREE CITY, FOR ORDER PURSUANT TO O.C.G.A. § 17-5-54**

ORDER

Chief H. C. "Skip" Clark II, Chief of Police, City of Peachtree City, having filed a petition with this Court pursuant to O.C.G.A. § 17-5-54 requesting an order of this Court authorizing the discarding or seizure of certain personal properties as shown in said Exhibit "A".

Upon the verified statement of the Petitioner, the Court finds:

1. That said properties have come into the custody of the Petitioner in the exercise of the Petitioner's duties as a law enforcement agency and are the subject of a crime or have otherwise been seized by the Petitioner.
2. That said personal properties in the custody of the Petitioner are unclaimed after a period of ninety (90) days following their seizure or following final conviction, in the case of property used as evidence, and are no longer needed in a criminal investigation or for evidentiary purposes and are therefore subject to disposition by Petitioner.
3. That it is proper that the properties in Exhibit "A" be discarded and disposed of as other properties which are salvage or non-serviceable equipment or salvageable property to be retained by the City of Peachtree City for official use.

WHEREFORE, IT IS THE ORDER OF THIS COURT that the Petitioner is hereby authorized to dispose of the personal property shown on Exhibit "A" of the Petition in this matter, and the Petitioner is hereby Ordered and authorized to discard said properties and to dispose of the same as other salvage or other non-serviceable equipment or retain property for the City of Peachtree City and its official use.

SO ORDERED, this the 2 day of July, 2009.

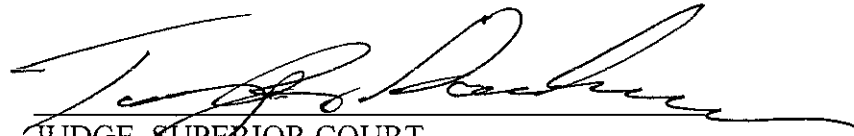

JUDGE, SUPERIOR COURT
GRIFFIN JUDICIAL CIRCUIT

EXHIBIT "A"
PEACHTREE CITY POLICE DEPARTMENT
EVIDENCE / PROPERTY PURGE LIST
All items to be destroyed unless otherwise noted
Updated 06/22/09

MONEY: FOUND / SAFEKEEPING / SEIZED

<u>CASE #</u>	<u>BARCODE</u>	<u>DOCKET #</u>	<u>DESCRIPTION</u>	<u>HELD FOR</u>	<u>CASE STATUS</u>
96-16317	PCPD0530	N/A	\$187.00	Evidence (theft)	Letter to Owner "undeliverable", TOT City Use
97-10078	PCPD0525	N/A	\$ 97.00, wallet, pictures	Safekeeping	Owner deceased, TOT City Use
Total:			\$284.00		

GUNS, AMMUNITION, OTHER WEAPONS

<u>CASE #</u>	<u>BARCODE</u>	<u>DOCKET #</u>	<u>DESCRIPTION</u>	<u>HELD FOR</u>	<u>CASE STATUS</u>
95-06955	PCPD0405	N/A	Taurus PT99 AF, serial # TKE93701AFD	Evidence	Owner Deceased (suicide), TOT Police Dept Use
96-03263	PCPD0431	N/A	Davis .380 pistol, serial# AP120060	Safekeeping	Letter to owner unanswered, TOT Police Dept Use
97-30277	PCPD4636	N/A	Two 9mm rounds	Evidence	No charges, to be destroyed
98-35106	PCPD0441	1999R-0814	Lorcin L380 pistol, ser# 222780 w/ 7 rnds	Evidence/Stolen	Unable to locate owner, to be destroyed
08-10521	PCPD0229	N/A	Box w/ various ammunition	Destruction	To be destroyed at owner's request
08-10745	PCPD0236	N/A	Large bag of various ammunition	Destruction	To be destroyed at owner's request

DRUGS, MEDICATION

<u>CASE #</u>	<u>BARCODE</u>	<u>DOCKET #</u>	<u>DESCRIPTION</u>	<u>HELD FOR</u>	<u>CASE STATUS</u>
94-08222	PCPD4592	1995M-0258	Bag w/ marijuana	Evidence	Plea, sentenced 08/21/95
95-00557	PCPD4648	N/A	Pen cap used as pipe	Contraband	No charges, to be destroyed
95-00867	PCPD4649	1995R-0012	Marijuana cigarette	Evidence	Plea, sentenced 03/16/95
96-03584	PCPD4556	Municipal Court	3 bags of marijuana, pipe	Evidence	Plea in Municipal Court 10/16/96
97-05262	PCPD4858	1997SR-0505	Bag w. marijuana, cigarette	Evidence	Plea, sentenced 07/11/97
97-05690	PCPD4542	1997SR-1215	Bag w/ marijuana	Evidence	Plea, sentenced 12/01/97
97-08297	PCPD2958	N/A	Various medications	Safekeeping	Owner deceased, to be destroyed
97-16081	PCPD2875	1997SR-1020	Various medications	Evidence	Plea, sentenced 07/22/98
97-18159	PCPD4165	1998R-0589	Bag w/ marijuana, screen, bong	Evidence	Plea, sentenced 04/30/99
97-18159	PCPD4558	1998R-0589	Bag w/ marijuana, scales, bong tube	Evidence	Plea, sentenced 04/30/99
97-23055	PCPD4170	1997SR-1431	Bag w/ marijuana, pipe	Evidence	Plea, sentenced 03/31/98
97-25993	PCPD4561	1998R-0179	Half brick of marijuana	Evidence	Plea, sentenced 04/30/03
97-32625	PCPD4602	1998SR-0263	Wooden pipe w/ marijuana residue	Evidence	Plea, sentenced 10/13/98
98-01678	PCPD4608	1998SR-0186	Bag w/ marijuana	Evidence	Plea, sentenced 07/01/98

EXHIBIT "A"
PEACHTREE CITY POLICE DEPARTMENT
EVIDENCE / PROPERTY PURGE LIST
All items to be destroyed unless otherwise noted
Updated 06/22/09

98-02463	PCPD1117	N/A	Numerous prescription bottles, medications	Evidence	Owner deceased, to be destroyed
98-02646	PCPD1118	N/A	4 Prescription bottles/pills	Evidence	Owner deceased, to be destroyed
98-06909	PCPD4618	1998SR-0592	Bag w/ marijuana	Evidence	Plea, sentenced 01/25/99
98-08317	PCPD5176	N/A	Unknown narcotic	Evidence	No charges, to be destroyed
98-15072	PCPD4533	1998SR-0640	Bag w/ marijuana	Evidence	Plea, sentenced 10/27/98
98-21623	PCPD4546	1999SR-0045	Bag w/ marijuana	Evidence	Plea, sentenced 05/05/99
98-43773	PCPD3849	N/A	Plastic home-made smoking device	Evidence	No charges, to be destroyed
99-05517	PCPD3854	N/A	Turkish water pipe ("Hooka")	Evidence	No case report, to be destroyed
99-14420	PCPD4605	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
99-15029	PCPD4619	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed
99-19330	PCPD4609	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed
99-21143	PCPD4597	N/A	3 pills	Contraband	No charges, to be destroyed
99-23793	PCPD4534	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
99-25544	PCPD4607	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
99-29165	PCPD4168	N/A	Bag w/ 3 pills	Evidence	No charges, to be destroyed
99-29829	PCPD4611	1999R-0757	Bag w/ marijuana	Evidence	Plea, sentenced 05/17/00
99-31794	PCPD4583	1999SR-0699	Bag w/ marijuana	Evidence	Plea, sentenced 02/24/00
00-00726	PCPD4674	N/A	Scale w/ white residue	Evidence	No charges, to be destroyed
00-01492	PCPD2880	Municipal Court	Bag w/ pipe, marijuana	Evidence	Municipal Court, Case closed
00-01556	PCPD5182	2000SR-0460	Bag w/ cocaine	Evidence	Guilty, sentenced 09/27/00
00-01875	PCPD2952	2000R-0697	Bag w/ cocaine	Evidence	Plea, sentenced 03/20/01
00-02082	PCPD4693	2000R-0698	Bag w/ white powder	Evidence	Dismissed 08/16/01
00-02980	PCPD4717	Juvenile Court	Bag w/ pills	Evidence	Juvenile Court, Case closed
00-05702	PCPD2913	2000R-0439	Bag w/ cocaine	Evidence	Plea, sentenced 03/16/01
00-03901	PCPD2913	2000R-0439	Can w/ cocaine residue	Evidence	Plea, sentenced 03/16/01
00-06759	PCPD2893	2000SR-1005	Bag w/ marijuana	Evidence	Plea, sentenced 02/28/00
00-07853	PCPD3072	2000SR-0621	Numerous pills, marijuana	Evidence	Plea, sentenced 01/10/01
00-07019	PCPD4737	2000R-0389	Bag w/ pills, bag w/ residue	Evidence	Plea, sentenced 05/01/01
00-10702	PCPD2907	2000R-0625	Bag w/ pills	Evidence	Plea, sentenced 05/10/01
00-10784	PCPD4641	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
00-10912	PCPD4748	2000R-0646	Bag w/ cocaine	Evidence	Plea, sentenced 10/31/07
00-12584	PCPD2972	Juvenile Court	Tube w/ white residue	Evidence	Juvenile Court, Case closed
00-12584	PCPD2973	Juvenile Court	2 bags w/ marijuana	Evidence	Juvenile Court, Case closed
00-14550	PCPD2884	2000SR-1053	Various pills, susp meth	Evidence	Plea, sentenced 02/06/01
00-15212	PCPD4678	2001R-0197	2 bags of meth	Evidence	Plea, sentenced 09/04/01
00-17712	PCPD4755	2001R-0335	Bag w/ cocaine	Evidence	Plea, sentenced 06/29/07
00-18074	PCPD4646	N/A	Bag w/ green substance (not MJ)	Evidence	No charges

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01-00500	PCPD4544	2001R-0184	Bag w/ ID, rolling papers, marijuana	Evidence	Plea, sentenced 05/31/01
01-01361	PCPD2887	2001R-0117	Bag w/ pipe, marijuana, pills	Evidence	Plea, sentenced 02/23/01
01-01506	PCPD4669	Municipal Court	Pipe w/ marijuana	Evidence	Municipal court, Case closed
01-02432	PCPD4731	2001R-0231	Bag w/ cocaine	Evidence	Plea, sentenced 09/13/01
01-02457	PCPD2864	Municipal Court	Bag w/ numerous prescription pills	Evidence	Municipal court, Case closed
01-04135	PCPD4788	Municipal Court	Bag w/ marijuana	Evidence	Municipal court, Case closed
01-06033	PCPD3858	N/A	Glass pipe	Contraband	No charges, to be destroyed
01-06132	PCPD4606	2001SR-0449	Bag w/ marijuana	Evidence	Plea, sentenced 06/19/01
01-06436	PCPD4572	Municipal Court	Bag w/ marijuana	Evidence	Municipal court, Case closed
01-07687	PCPD2908	Juvenile Court	Box/bag w/ white residue	Evidence	Juvenile Court, Case closed
01-08679	PCPD2909	2001R-0471	Bag w/ white powder	Evidence	Plea, sentenced 03/19/02
01-08679	PCPD4593	2001R-0471	Red straw	Evidence	Plea, sentenced 03/19/02
01-08827	PCPD4552	N/A	1 pipe	Contraband	No charges, to be destroyed
01-08901	PCPD2915	2001R-0585	7 pills	Evidence	Plea, sentenced 09/27/02
01-08901	PCPD2916	2001R-0585	Pack of cigarettes	Evidence	Plea, sentenced 09/27/02
01-08953	PCPD4715	2001R-0307	Bag w/ cocaine	Evidence	Plea, sentenced 03/25/02
01-11176	PCPD2888	2002R-0068	2 bags w/ marijuana, bong	Evidence	Plea, sentenced 04/12/08
01-11524	PCPD3109	N/A	Numerous bottles of prescription pills	Evaluation	No charges, to be destroyed
01-11772	PCPD2966	2001R-0507	Pipes, wire, marijuana	Evidence	Plea, sentenced 10/24/02
01-11772	PCPD2967	2001R-0507	2 pills, unknown substance	Evidence	Plea, sentenced 10/24/02
01-12100	PCPD1140	2001R-0593	Misc drug paraphernalia	Evidence	Plea, sentenced 03/13/02
01-12100	PCPD5170	2001R-0593	Bag w/ cocaine	Evidence	Plea, sentenced 03/13/02
01-12100	PCPD5171	2001R-0593	Glass pipe	Evidence	Plea, sentenced 03/13/02
01-12280	PCPD2910	2002R-0356	Dollar bill w/ cocaine residue	Evidence	Plea, sentenced 10/18/02
01-12280	PCPD2911	2002R-0356	Dollar bill w/ cocaine residue, 4 pills	Evidence	Plea, sentenced 10/18/02
01-12280	PCPD2912	2002R-0356	One pill	Evidence	Plea, sentenced 10/18/02
01-12664	PCPD5181	N/A	Glass pipe	Contraband	No charges, to be destroyed
01-13487	PCPD4535	Municipal Court	Bag w/ marijuana	Evidence	Municipal court, Case closed
01-13794	PCPD2934	2001R-0508	Bag w/ cocaine	Evidence	Plea, sentenced 03/07/02
01-14836	PCPD2919	2002R-0009	Bag w/ marijuana	Evidence	Plea, sentenced 07/19/02
01-14836	PCPD2920	2002R-0009	4 bags w/ cocaine	Evidence	Plea, sentenced 07/19/02
01-15962	PCPD2924	N/A	Vial w/ brown substance	Found Property	No charges, to be destroyed
01-16315	PCPD4634	N/A	Bag w/ marijuana	Found Property	No charges, to be destroyed
01-16372	PCPD3269	Juvenile Court	Counterfeit \$50 bill	Evidence	Juvenile Court, Case closed, TOT USSS
01-16584	PCPD2883	N/A	Purple bong	Contraband	No charges, to be destroyed
02-00217	PCPD3907	Municipal Court	2 pens w/ residue, 2 empty plastic bags	Evidence	Municipal Court - Case Dismissed 04/03/02
02-00229	PCPD3696	2002SR-0036	Marijuana, pills, paraphernalia	Evidence	Plea, sentenced 12/30/02
02-00593	PCPD3959	Municipal Court	Marijuana, pipe	Evidence	Municipal Court, Case closed
02-01110	PCPD4587	N/A	Pipe w/ residue	Evidence	No charges, to be destroyed

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02-01492	PCPD4666	N/A	Pipe w/ residue	Evaluation	No charges, to be destroyed
02-02082	PCPD1858	2002SR-0166	Backpack w/ pipe, marijuana, meth	Evidence	Plea, sentenced 03/28/02
02-02082	PCPD3694	2002SR-0166	Purple bong	Evidence	Plea, sentenced 03/28/02
02-02172	PCPD4773	2002R-0362	Metal container w/ cocaine	Evidence	Plea, sentenced 03/14/03
02-02441	PCPD3703	2002R-0139	Bags w/ meth	Evidence	Plea, sentenced 09/04/02
02-02727	PCPD3695	2002R-0359	Cocaine, drug paraphernalia, marijuana	Evidence	Plea, judgement 02/04/04
02-03237	PCPD4741	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, case closed
02-03302	PCPD4738	2002SR-0317	Bag w/ marijuana	Evidence	Plea, sentenced 08/12/02
02-04388	PCPD3031	2002R-0447	Methamphetamine	Evidence	Plea, sentenced 01/27/03
02-04388	PCPD4750	2002R-0447	Marijuana, pipe	Evidence	Plea, sentenced 01/27/03
02-04561	PCPD4758	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
02-04881	PCPD4771	2002SR-0839	Pipe, marijuana	Evidence	Plea, sentenced 06/24/03
02-05069	PCPD4757	N/A	3 prescription bottles w/ pills	Person dead	Admin Action, to be destroyed
02-06150	PCPD3028	N/A	9 unknown pills	Evidence	Admin Action, to be destroyed
02-06769	PCPD4772	N/A	White crystal substance	Evidence	Admin Action, to be destroyed
02-06818	PCPD4713	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, case closed
02-07018	PCPD4759	2002SR-0483	Tin box w/ marijuana	Evidence	Plea, sentenced 06/20/02
02-09848	PCPD3004	2002R-0410	Bottle w/ cocaine	Evidence	Plea, sentenced 12/09/02
02-09627	PCPD3861	N/A	Pipe w/ residue	Contraband	No charges, to be destroyed
02-09978	PCPD4709	2003R-0082	Bag w/ marijuana	Evidence	Plea, sentenced 09/02/03
02-10420	PCPD3060	2003R-0462	Methamphetamine	Evidence	Plea, sentenced 09/09/04
02-10420	PCPD3844	2003R-0462	White powder, drug paraphernalia	Evidence	Plea, sentenced 09/09/04
02-11409	PCPD4673	Juvenile Court	Methamphetamine	Evidence	Juvenile Court, case closed
02-11669	PCPD3978	Juvenile Court	Cocaine	Evidence	Juvenile Court, case closed
02-11669	PCPD4667	Juvenile Court	Drug paraphernalia	Evidence	Juvenile Court, case closed
02-12592	PCPD4003	Municipal Court	Prescription pills, various tablets	Evidence	Municipal Court - Not Guilty 02/19/03
02-13833	PCPD2313	N/A	Fixed blade knife	Safekeeping	Abandoned, to be destroyed
02-13833	PCPD4559	N/A	Meth pipe	Evidence	No charges, to be destroyed
02-14528	PCPD5173	2003R-0544	3 pills	Evidence	Plea, sentenced 03/22/04
02-14528	PCPD5174	2003R-0569	White powder	Evidence	Plea, sentenced 03/04/04
02-14528	PCPD5175	2003R-0569	Cream colored powder	Evidence	Plea, sentenced 03/04/04
02-15825	PCPD4733	2002R-0502	Crack cocaine rocks	Evidence	Plea, sentenced 01/09/04
02-15971	PCPD3015	N/A	Orange powder, straw	Found Property	No charges, to be destroyed
02-16721	PCPD3714	N/A	Prescription pills, various tablets	Safekeeping	No charges, to be destroyed
02-16721	PCPD3862	N/A	Metal/plastic pipe	Contraband	No charges, to be destroyed
02-16935	PCPD3064	2003R-0247	Methamphetamine	Evidence	Plea, sentenced 09/16/03
02-16935	PCPD4679	2003R-0247	Methamphetamine	Evidence	Plea, sentenced 09/16/03
02-17882	PCPD4732	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
03-00017	PCPD4487	Municipal Court	4 prescription medications	Evidence	Municipal Court - Case Dismissed 03/26/03

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03-00196	PCPD4589	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
03-01452	PCPD1396	2003R-0148	ID card	Evidence	Plea, sentenced 03/13/03
03-01452	PCPD3080	2003R-0148	2 bags w/ marijuana, paraphernalia	Evidence	Plea, sentenced 03/13/03
03-01452	PCPD4564	2003R-0148	Bag w/ methamphetamine	Evidence	Plea, sentenced 03/13/03
03-01652	PCPD2970	2003R-0543	Bag w/ cocaine	Evidence	Plea, sentenced 03/04/04
03-01819	PCPD4600	2003SR-0396	Glass pipe w/ residue	Evidence	Plea, sentenced 05/27/03
03-01949	PCPD2953	2003R-0542	Bag w/ cocaine	Evidence	Plea, sentenced 03/16/04
03-02341	PCPD3052	N/A	Straws w/ residue	Evidence	No charges, to be destroyed
03-02341	PCPD4537	N/A	Straws w/ residue	Evidence	No charges, to be destroyed
03-02450	PCPD4536	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed
03-03531	PCPD4857	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed
03-03907	PCPD4683	N/A	Pipe w/ residue	Evidence	No charges, to be destroyed
03-04139	PCPD4190	N/A	Unused syringes	Contraband	No charges, to be destroyed
03-04139	PCPD4601	N/A	Used syringe	Contraband	No charges, to be destroyed
03-04466	PCPD4633	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed
03-04789	PCPD4195	Municipal Court	Pipe w/ black tape	Contraband	No charges, to be destroyed
03-06060	PCPD2251	Juvenile Court	Large trench knife	Evidence	Juvenile Court, Case closed
03-06060	PCPD4573	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed
03-06078	PCPD3012	2003R-0468	Brown substance, white powder	Evidence	Plea, sentenced 03/23/04
03-06193	PCPD4588	2003SR-0862	Bag w/ marijuana	Evidence	Plea, sentenced 11/10/03
03-06821	PCPD4723	2004R-0494	Mushrooms	Evidence	Plea, sentenced 11/03/05
03-06997	PCPD3030	Juvenile Court	Straws w/ residue	Evidence	Juvenile Court, Case closed
03-07177	PCPD4545	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed
03-07259	PCPD3027	2004R-0297	Methadone pills	Evidence	Plea, sentenced 07/07/03
03-07582	PCPD4566	2004R-0186	Bag w/ marijuana	Evidence	Plea, sentenced 06/11/04
03-07831	PCPD4689	2004R-0270	Bag w/ marijuana	Evidence	Plea, sentenced 07/13/07
03-07831	PCPD4690	2004R-0270	Bag w/ cocaine	Evidence	Plea, sentenced 07/13/07
03-07948	PCPD4596	2003SR-0863	Pipe, 1 pill	Evidence	Plea, sentenced 02/26/04
03-08473	PCPD4765	2003SR-0784	Bag w/ marijuana	Evidence	Plea, sentenced 01/12/04
03-08588	PCPD3964	Juvenile Court	Glass pipe	Evidence	Juvenile Court, Case closed
03-08871	PCPD2892	N/A	3 pill bottles w/ pills	Found Property	To be destroyed
03-09168	PCPD4582	Juvenile Court	Bottle w/ marijuana	Evidence	Juvenile Court, Case closed
03-09346	PCPD5168	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
03-09466	PCPD4652	N/A	Unknown green leafy substance	Evidence	No charges, to be destroyed
03-10673	PCPD3058	N/A	Bag w/ unknown drugs	Found Property	No charges, to be destroyed
03-10769	PCPD4585	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
03-10854	PCPD3828	N/A	Pipe w/ residue	Found Property	No charges, to be destroyed
03-11549	PCPD4595	2003SR-0891	Bag w/ marijuana	Evidence	Plea, sentenced 03/10/04
03-11575	PCPD4565	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed
03-12395	PCPD4539	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed

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03-12822	PCPD4577	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
03-13180	PCPD4584	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed
03-13406	PCPD4675	2004SR-0053	White powder substance	Evidence	Plea, sentenced 05/10/04
03-13795	PCPD0741	2004R-0371	Scales, watch	Evidence	Plea, sentenced 05/04/05
03-13795	PCPD0742	2004R-0371	Case w/ drug paraphernalia	Evidence	Plea, sentenced 05/04/05
03-13795	PCPD3061	2004R-0371	Glass tube w/ unknown substance	Evidence	Plea, sentenced 05/04/05
03-13795	PCPD4639	2004R-0371	Pills, syringes	Evidence	Plea, sentenced 05/04/05
03-13795	PCPD4640	2004R-0371	8 pills	Evidence	Plea, sentenced 05/04/05
03-13089	PCPD4594	Municipal Court	Bag w/ pipe, marijuana	Evidence	Municipal Court, Case closed
03-13176	PCPD4631	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, Case closed
03-13925	PCPD3860	Juvenile Court	Bong w/ 4 hoses	Evidence	Juvenile Court, Case closed
03-13925	PCPD4586	Juvenile Court	Pipe w/ residue	Evidence	Juvenile Court, Case closed
03-14898	PCPD4555	N/A	Glass pipe	Contraband	No charges, to be destroyed
04-00329	PCPD4531	2004SR-0327	Bag w/ marijuana	Evidence	Plea, sentenced 08/31/04
04-00931	PCPD4598	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
04-01124	PCPD3812	Municipal Court	Marijuana cigarette, white substance	Evidence	Municipal Court, Case closed
04-01124	PCPD4899	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
04-01953	PCPD3691	Municipal Court	Glass bong	Evidence	Municipal Court, Case closed
04-01953	PCPD3789	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
04-01963	PCPD3701	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
04-02108	PCPD4532	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
04-02469	PCPD4744	2004R-0451	Mushrooms, marijuana	Evidence	Plea, sentenced 04/19/05
04-03565	PCPD5169	2005R-0391	Bag w/ marijuana	Evidence	Plea, sentenced 03/08/04
04-06968	PCPD3910	N/A	Bag w/ methamphetamine	Found Property	No charges, to be destroyed
04-08059	PCPD3024	2005R-0360	Bags w/ meth, cocaine	Evidence	Plea, sentenced 09/27/05
04-08059	PCPD3070	2005R-0360	Bag w/ drug paraphernalia	Evidence	Plea, sentenced 09/27/05
04-08059	PCPD3071	2005R-0360	Metal pipe	Evidence	Plea, sentenced 09/27/05
04-08059	PCPD3875	2005R-0360	12 bags w/ marijuana residue	Evidence	Plea, sentenced 09/27/05
04-08181	PCPD4736	2005R-0350	Bag w/ methamphetamine	Evidence	Charges dismissed 09/07/05
04-08409	PCPD4486	2005R-0279	Bag w/ pills, marijuana	Evidence	Charges dismissed 10/04/05
04-08460	PCPD4688	N/A	7 unmarked pills	Destruction	To be destroyed at owner's request
04-08540	PCPD4700	2005R-0096	Straw, bag w/ meth	Evidence	Plea, sentenced 04/06/06
04-10411	PCPD3764	N/A	Bag w/ marijuana	Found Property	No charges, to be destroyed
04-11598	PCPD4747	N/A	Metal box w/ susp. Meth	Evaluation	No charges, to be destroyed
04-11770	PCPD3754	Municipal Court	4 bags w/ marijuana	Evidence	Municipal Court, Conditional Discharge
04-11941	PCPD3692	2004SR-0823	2 glass pipes	Evidence	Plea, sentenced 01/25/05
04-11941	PCPD3780	2004SR-0823	Bag w/ marijuana	Evidence	Plea, sentenced 01/25/05
04-12170	PCPD3756	2004SR-0824	Bag w/ marijuana	Evidence	Plea, sentenced 03/15/05
04-12454	PCPD3766	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case Dismissed

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04-14116	PCPD3723	N/A	Bag w/ methamphetamine	Found Property	No charges, to be destroyed
04-15329	PCPD1539	2004R-0518	Silver folding knife	Evidence	Plea, sentenced 09/26/04
04-15552	PCPD3107	2005R-0318	4 pills	Evidence	Plea, sentenced 09/28/05
04-15552	PCPD3772	2005R-0318	Bag w/ marijuana	Evidence	Plea, sentenced 09/28/05
04-15849	PCPD2933	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
04-15893	PCPD2903	2005R-0369	Pipe, 2 baggies	Evidence	Plea, sentenced 09/16/05
04-15893	PCPD3074	Juvenile Court	Bag w/ pills, marijuana	Evidence	Juvenile Court, Case closed
04-15893	PCPD3749	2005R-0369	Bottle w/ 2 pills	Evidence	Plea, sentenced 09/16/05
04-16173	PCPD0756	2004SR-0942	Electronic scale w/ marijuana residue	Evidence	Plea, sentenced 02/16/05
04-16173	PCPD2971	2004SR-0942	Rolling papers	Evidence	Plea, sentenced 02/16/05
04-16173	PCPD3816	2004SR-0942	Marijuana, glass pipe	Evidence	Plea, sentenced 02/16/05
04-16511	PCPD3830	2004R-0506	30 pills Hydrocodn/APAP, receipts	Evidence	Plea, sentenced 01/05/07
04-17030	PCPD5165	N/A	Green pipe	Contraband	No charges, to be destroyed
04-18630	PCPD4482	2005SR-0188	2 empty prescription bottles	Evidence	Plea, sentenced 07/12/05
05-00635	PCPD5177	N/A	Bag w/ marijuana	Found Property	No charges, to be destroyed
05-01747	PCPD3810	N/A	Unknown white powder	Found Property	No charges, to be destroyed
05-02273	PCPD3720	N/A	Glass pipe	Found Property	No charges, to be destroyed
05-03236	PCPD3704	N/A	Empty prescription bottle	Safekeeping	No charges, to be destroyed
05-06098	PCPD4480	Municipal Court	Pipe, bag w/ marijuana	Evidence	Municipal Court, Case closed
05-09055	PCPD3913	2005SR-0737	Pipe, marijuana	Evidence	Plea, sentenced 03/08/06
05-09645	PCPD3094	2005R-0616	2 baggies of marijuana, rolling papers	Evidence	Plea, sentenced 03/01/06
05-09654	PCPD4157	2005R-0616	Bag w/ mushrooms	Evidence	Plea, sentenced 03/01/06
05-17850	PCPD4143	2006SR-0474	Bag w/ marijuana	Evidence	Plea, sentenced 11/15/06
05-19018	PCPD4177	2006SR-0713	5 bags w/ marijuana, marijuana cigarette	Evidence	Plea, sentenced 05/10/07
05-19163	PCPD2899	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
05-20154	PCPD3108	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
05-20154	PCPD4208	Municipal Court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
06-04176	PCPD3383	2006SR-0431	Bag w/ marijuana	Evidence	Dead docket, 11/02/06
06-04599	PCPD4722	Municipal court	Bag w/ marijuana	Evidence	Municipal Court plea, 04/19/06
06-07321	PCPD3021	2006SR-0655	Bag w/ marijuana	Evidence	Plea, sentenced 07/18/08
06-12576	PCPD3770	Municipal court	Bag w/ marijuana	Evidence	Municipal court, Conditional Discharge
06-13232	PCPD3745	Municipal court	Bag w/ marijuana	Evidence	Municipal Court, Case closed
06-13232	PCPD3746	Municipal court	Bottle w/ marijuana	Evidence	Municipal Court, Case closed
06-17761	PCPD5172	Juvenile Court	Bag w/ marijuana	Evidence	Juvenile Court, case closed
06-17661	PCPD5178	2007SR-0310	Bag w/ marijuana	Evidence	Plea, sentenced 08/12/08
06-18307	PCPD3733	Municipal court	Bag w/ marijuana, pipe	Evidence	Municipal Court, Case closed

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GENERAL EVIDENCE SEIZED AND/OR ABANDONED

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92-00103	PCPD4312	N/A	VCR Tape	Evidence	Admin Action, to be destroyed
92-01859	PCPD2548	1993M-0647	VHS Videotape	Evidence	Plea, Sentenced 05/19/95
93-00936	PCPD0811	N/A	Brown Wallet	Evidence	Owner Unknown, to be destroyed
93-06436	PCPD4329	Municipal Court	VHS Videotape	Evidence	Municipal Court, Case closed
93-07060	PCPD2343	Municipal Court	VHS Videotape	Evidence	Municipal Court, Case closed
94-01312	PCPD4296	N/A	Videotape	Evidence	Admin Action, to be destroyed
94-07573	PCPD4318	N/A	Audio cassette	Evidence	Admin Action, to be destroyed
94-08694	PCPD1654	1995M-0070	Pictures of victim's injuries	Evidence	Plea, Sentenced 03/05/96
95-03016	PCPD3590	N/A	VHS Videotape (suspicious person)	Evidence	Admin Action, to be destroyed
95-03374	PCPD3609	N/A	VHS videotape (booking room)	Evidence	Admin Action, to be destroyed
95-03431	PCPD3147	Municipal Court	Fake ID card	Evidence	Municipal Court, Case closed
95-03828	PCPD3144	N/A	Altered ID card	Evidence	Admin Action, to be destroyed
95-04122	PCPD1613	N/A	Counterfeit Traveller's Check	Evidence	Admin Action, to be destroyed
95-04273	PCPD1655	1995R-0276	Photo lineup, written document	Evidence	Plea, Sentenced 09/24/96
95-04782	PCPD0797	1996M-0035	Can of infant formula	Evidence	No Bill 03/04/96
95-05507	PCPD4302	N/A	Videotape (booking room)	Evidence	Admin Action, to be destroyed
95-06311	PCPD2314	N/A	Switchblade knife	Contraband	Admin Action, to be destroyed
95-07069	PCPD4336	N/A	Audio cassette	Evidence	Admin Action, to be destroyed
95-07787	PCPD2546	N/A	Audio cassette, transcript	Evidence	Admin Action, to be destroyed
95-09301	PCPD0795	1997R-0071	Shirt, handwritten note	Evidence	Plea, sentenced 06/05/97
95-09301	PCPD3593	1997R-0071	Videotape from patrol car	Evidence	Plea, sentenced 06/05/97
95-09301	PCPD3594	1997R-0071	Videotape from holding facility	Evidence	Plea, sentenced 06/05/97
96-00835	PCPD4328	N/A	Cassette tape of threats	Evidence	Admin Action, to be destroyed
96-01929	PCPD1119	N/A	Bo Jackson football card	Evidence	Admin Action, to be destroyed
96-02021	PCPD3684	Municipal Court	Videotape of interview	Evidence	Municipal Court, case closed
96-02433	PCPD2591	1996R-0133	Audiotape, handwritten note	Evidence	Sentenced 05/16/97
96-05082	PCPD2325	Municipal Court	Buck knife/black case, black knife/ no case	Contraband	Municipal Court, case closed
96-05127	PCPD1586	N/A	3 handwriting samples	Evidence	Admin Action, to be destroyed
96-10578	PCPD4326	N/A	Audiotape of interview	Evidence	Admin Action, to be destroyed
96-11234	PCPD4327	N/A	Audiotape of harassing phone call	Evidence	Admin Action, to be destroyed
96-13282	PCPD4349	N/A	Videotape of suspect	Evidence	Admin Action, to be destroyed
96-13282	PCPD4350	N/A	Videotape of suspect	Evidence	Admin Action, to be destroyed
96-14091	PCPD1643	N/A	Forged check	Evidence	Admin Action, to be destroyed
96-14332	PCPD3146	N/A	Photo of stolen items	Evidence	Admin Action, to be destroyed
97-00165	PCPD3490	Juvenile Court	Videotape from patrol car	Evidence	Juvenile Court, Case closed
97-00176	PCPD3475	Municipal Court	Videotape from patrol car	Evidence	Municipal Court, Case closed

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97-01182	PCPD1626	N/A	4 letters/envelopes (harr. communications)	Evidence	Admin Action, to be destroyed
97-02398	PCPD3500	N/A	Videotape of interview	Evidence	Admin Action, to be destroyed
97-02556	PCPD3471	1997SR-0674	Videotape of DUI arrest	Evidence	Plea, sentenced 06/26/97
97-02619	PCPD3473	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-04386	PCPD4315	N/A	Audiotape of harassing communications	Evidence	Admin Action, to be destroyed
97-04414	PCPD3479	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-04449	PCPD3184	N/A	Videotape of interview	Evidence	Admin Action, to be destroyed
97-04477	PCPD3493	1997R-0849	Videotape of interview w/ Cheryl Fox	Evidence	Plea, sentenced 12/12/97
97-08989	PCPD4304	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-09738	PCPD3487	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-11422	PCPD3478	1997R-0499	Videotape of DUI/drug arrest	Evidence	Plea, sentenced 11/20/97
97-11448	PCPD1580	N/A	7 fingerprint cards from burglary	Evidence	Admin Action, to be destroyed
97-11649	PCPD3485	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-13270	PCPD3483	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-13425	PCPD3480	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-13639	PCPD3447	1997R-0753	Videotape of interview w/ Gregory Walker	Evidence	Plea, sentenced 04/02/98
97-13639	PCPD3591	1997R-0727	Videotape of interview w/ Janet Billingslea	Evidence	Plea, sentenced 11/06/97
97-13797	PCPD0861	Municipal Court	Bottle of alcohol (MIP)	Evidence	Municipal Court, Case closed
97-13797	PCPD0867	Municipal Court	Fake ID	Evidence	Municipal Court, Case closed
97-14057	PCPD0869	N/A	Handwritten note, Food stamp ID card	Evidence	Admin Action, to be destroyed
97-14529	PCPD3677	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-14619	PCPD3612	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-15689	PCPD3431	Municipal Court	Videotape of accident scene	Evidence	Municipal Court, Case closed
97-15839	PCPD3682	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-16093	PCPD3435	Municipal Court	Videotape of traffic arrest	Evidence	Municipal Court, Case closed
97-16155	PCPD3448	1997SR-1257	Videotape of DUI arrest	Evidence	Plea, sentenced 03/17/98
97-16268	PCPD3450	Juvenile Court	Videotape of drug arrest	Evidence	Juvenile Court, Case closed
97-16475	PCPD3481	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-16566	PCPD3610	Juvenile Court	Videotape of DUI arrest	Evidence	Juvenile Court, Case closed
97-16970	PCPD0815	1997SR-0781	Baseball cap	Evidence	Case dismissed 07/16/97
97-17017	PCPD3434	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-17029	PCPD3681	Municipal Court	Videotape of arrest	Evidence	Municipal Court, Case closed
97-17246	PCPD3685	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-18159	PCPD3605	1998R-0589	Videotape of DUI arrest	Evidence	Plea, sentenced 04/30/99
97-19457	PCPD0814	N/A	3 ring binder w/ papers	Evidence	Admin Action, to be destroyed
97-20148	PCPD3206	N/A	Security video from Blockbuster	Evidence	Admin Action, to be destroyed
97-20198	PCPD3496	N/A	Videotape of interview w/ Jeffrey Ware	Evidence	Admin Action, to be destroyed
97-20799	PCPD3470	Municipal Court	Videotape of arrest	Evidence	Municipal Court, Case closed
97-21947	PCPD3207	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-22002	PCPD1576	N/A	Forged check	Evidence	Admin Action, to be destroyed

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97-22411	PCPD3208	Juvenile Court	Videotape of booking room	Evidence	Juvenile Court, Case closed
97-26061	PCPD0817	N/A	Harmonica, lighter	Evidence	Admin Action, to be destroyed
97-27170	PCPD3210	1997SR-1231	Videotape of interview w/ Todd Attaway	Evidence	Plea, 07/22/98
97-27766	PCPD3211	Municipal Court	Videotape of arrest	Evidence	Municipal Court, Case closed
97-27844	PCPD3212	Municipal Court	Videotape of arrest	Evidence	Municipal Court, Case closed
97-28010	PCPD3216	Municipal Court	Videotape of arrest	Evidence	Municipal Court, Case closed
97-28403	PCPD3683	N/A	Videotape of interview w/ Jack Neely	Evidence	Admin Action, to be destroyed
97-28403	PCPD4317	N/A	Audiotape of interview w/ Jamie Johnson	Evidence	Admin Action, to be destroyed
97-28408	PCPD3217	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-28675	PCPD3469	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-29020	PCPD3233	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-29199	PCPD3484	N/A	Security video from Texaco	Evidence	Admin Action, to be destroyed
97-29199	PCPD3642	N/A	Security video from Chevron	Evidence	Admin Action, to be destroyed
97-30457	PCPD3186	N/A	Videotape of interview w/ Nicholas Trias	Evidence	Admin Action, to be destroyed
97-30593	PCPD3686	Juvenile Court	Videotape of interview of juvenile	Evidence	Juvenile Court, Case closed
97-30623	PCPD3218	N/A	Videotape of interview at PD	Evidence	Admin Action, to be destroyed
97-30623	PCPD4297	N/A	Videotape of interview at PD	Evidence	Admin Action, to be destroyed
97-30960	PCPD4353	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-32062	PCPD3189	Municipal Court	Videotape of pursuit, DUI arrest	Evidence	Municipal Court, Case closed
97-32476	PCPD3443	Juvenile Court	Videotape of interview at PD	Evidence	Juvenile Court, Case closed
97-32476	PCPD3641	Juvenile Court	Videotape of interview at PD	Evidence	Juvenile Court, Case closed
97-33212	PCPD3474	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
97-33402	PCPD1645	N/A	Forged check	Evidence	Admin Action, to be destroyed
98-00021	PCPD3225	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-00548	PCPD4354	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-00616	PCPD4338	N/A	Audiotape of stalking conversations	Evidence	Admin Action, to be destroyed
98-01205	PCPD3187	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-01275	PCPD2322	1998R-0476	Black knife, CD	Evidence	Plea, sentenced 02/24/99
98-01346	PCPD3679	Municipal Court	Videotape of arrest	Evidence	Municipal Court, Case closed
98-01346	PCPD3680	Municipal Court	Videotape of arrest	Evidence	Municipal Court, Case closed
98-01690	PCPD3488	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-02024	PCPD3188	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-02045	PCPD1596	N/A	Fingerprint card	Evidence	Admin Action, to be destroyed
98-02844	PCPD3228	N/A	Videotape of interview at PD (juvenile)	Evidence	Admin Action, to be destroyed
98-03070	PCPD3231	1998SR-0842	Videotape of DUI/drug arrest	Evidence	plea, sentenced 03/10/99
98-03386	PCPD3229	N/A	Surveillance video from Greenway Amoco	Evidence	Admin Action, to be destroyed
98-03421	PCPD3119	N/A	Surveillance video from Pit Stop	Evidence	Admin Action, to be destroyed
98-03421	PCPD4423	N/A	Surveillance video from Pit Stop	Evidence	Admin Action, to be destroyed
98-09551	PCPD3142	N/A	2 fingerprint cards	Evidence	Admin Action, to be destroyed

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98-03717	PCPD3440	Municipal Court	Videotape of DUI arrest	Evidence	Admin Action, to be destroyed
98-05152	PCPD3476	Municipal Court	Videotape of traffic stop	Evidence	Municipal Court, Case closed
98-05709	PCPD4313	N/A	Surveillance video from Greenway Amoco	Evidence	Admin Action, to be destroyed
98-05766	PCPD3600	1998SR-0431	Videotape of DUI arrest	Evidence	Plea, sentenced 03/01/98
98-07401	PCPD4316	N/A	Paper w/ computer typing, note, audio tape	Evidence	Admin Action, to be destroyed
98-07743	PCPD3472	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-08886	PCPD1622	N/A	4 fingerprint cards	Evidence	Admin Action, to be destroyed
98-08974	PCPD4355	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-08974	PCPD4356	Municipal Court	Videotape of booking room	Evidence	Municipal Court, Case closed
98-08999	PCPD3571	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-09709	PCPD3615	Municipal Court	Videotape of arrest	Evidence	Municipal Court, Case closed
98-09896	PCPD2550	1998SR-0338	Audiotape of harassing communications	Evidence	Plea, sentenced 07/29/98
98-10273	PCPD3674	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-10745	PCPD3482	N/A	Videotape from patrol car	Evidence	Admin Action, to be destroyed
98-10812	PCPD2281	N/A	Machete	Evidence	Admin Action, TOT Police Dept Use
98-11207	PCPD11207	N/A	2 forged checks	Evidence	Admin Action, to be destroyed
98-11250	PCPD2608	Juvenile Court	Photo of stolen bike, audio tape of interview	Evidence	Juvenile Court, Case closed
98-11250	PCPD4330	Juvenile Court	Audiotape of interview	Evidence	Juvenile Court, Case closed
98-11632	PCPD2287	N/A	Rusted razor blade	Evidence	Admin Action, to be destroyed
98-11990	PCPD0943	N/A	Various CD's, video games	Evidence	Owner unknown, to be destroyed
98-12053	PCPD3595	Juvenile Court	4 videotapes of interviews (juvenile)	Evidence	Juvenile Court, Case closed
98-12215	PCPD1072	N/A	5 fingerprint cards,	Evidence	Admin Action, to be destroyed
98-12600	PCPD4346	N/A	Audiotape of interview	Evidence	Admin Action, to be destroyed
98-12799	PCPD4357	Municipal Court	Videotape of reckless driving	Evidence	Municipal Court, Case closed
98-13572	PCPD1567	N/A	Photos of accident scene	Evidence	Case closed, TOT Police Department Use
98-13862	PCPD4314	1998SR-0695	Videotape of DUI arrest	Evidence	Plea, sentenced 12/22/98
98-13928	PCPD1588	N/A	Forged check, driver's license	Evidence	Admin Action, to be destroyed
98-13987	PCPD3606	N/A	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-14449	PCPD1659	N/A	Receipt, birth certificate	Evidence	Admin Action, to be destroyed
98-15003	PCPD3608	N/A	Videotape of mental subject	Evidence	Admin Action, to be destroyed
98-15419	PCPD1145	1998R-0450	Xtreme Power audio amplifier	Evidence	Owner unknown, to be destroyed
98-18833	PCPD3689	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-19427	PCPD3599	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-19623	PCPD3232	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-20188	PCPD3574	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-20195	PCPD1653	1999R-0235	Fingerprint cards	Evidence	Plea, sentenced 08/23/99
98-20195	PCPD2607	1999R-0235	Audiotape of interview	Evidence	Plea, sentenced 08/23/99
98-20315	PCPD3597	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-21649	PCPD3607	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-21662	PCPD3573	Municipal Court	Videotape of DUI	Evidence	Municipal Court, Case closed

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98-22276	PCPD4320	N/A	Audiotape of interview	Evidence	Admin Action, to be destroyed
98-22341	PCPD3234	1998SR-0477	Videotape of DUI arrest	Evidence	Plea, sentenced 07/29/98
98-22648	PCPD3577	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-23704	PCPD3235	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-24997	PCPD5127	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-25107	PCPD3584	1998SR-0534	Videotape of interview at PD	Evidence	Plea, sentenced 08/13/98
98-25432	PCPD3162	N/A	Fingerprints, photos of burglary scene	Evidence	Admin Action, to be destroyed
98-25693	PCPD3619	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-26072	PCPD3236	N/A	Surveillance video from Kwikie	Evidence	Admin Action, to be destroyed
98-26481	PCPD3237	N/A	Videotape of interviews at PD	Evidence	Admin Action, to be destroyed
98-27368	PCPD2605	N/A	Audiotape of harassing communications	Evidence	Admin Action, to be destroyed
98-27451	PCPD3242	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-27489	PCPD3238	1999SR-0018	Videotape of DUI arrest	Evidence	Plea, sentenced 04/01/99
98-27490	PCPD3239	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-28188	PCPD2255	N/A	Picture frame, steak knife, ID clip	Evidence	Admin Action, to be destroyed
98-28266	PCPD5150	1999R-0487	Videotape of burglary	Evidence	Nolle Prosequi 02/10/00
98-28266	PCPD5155	1999R-0487	Videotape of burglary	Evidence	Nolle Prosequi 02/10/00
98-28320	PCPD2606	1999SR-0478	2 Audiotapes of harassing communications	Evidence	Plea, sentenced 07/20/99
98-28544	PCPD3675	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-29051	PCPD3240	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-29340	PCPD3249	1998SR-0777	Videotape of DUI arrest	Evidence	Plea, sentenced 11/12/98
98-29788	PCPD2254	1998SR-0764	Videotape of arrest	Evidence	Plea, sentenced 06/23/04
98-29933	PCPD0851	N/A	Padlock (damaged)	Evidence	Admin Action, to be destroyed
98-30116	PCPD1641	N/A	Labels for wood products	Evidence	Admin Action, to be destroyed
98-30116	PCPD4340	N/A	Audiotape of interview	Evidence	Admin Action, to be destroyed
98-30143	PCPD0850	N/A	Bag of potato chips, latex glove	Evidence	Admin Action, to be destroyed
98-30398	PCPD3220	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-30828	PCPD3241	N/A	Videotape of accident scene	Evidence	Admin Action, to be destroyed
98-31088	PCPD3221	Municipal Court	Videotape of shoplifting incident	Evidence	Municipal Court, Case closed
98-31446	PCPD3222	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-31762	PCPD0849	N/A	3 envelopes	Evidence	Admin Action, to be destroyed
98-31881	PCPD3223	Municipal Court	Videotape of holding facility	Evidence	Municipal Court, Case closed
98-31881	PCPD3224	Municipal Court	Videotape of holding facility	Evidence	Municipal Court, Case closed
98-32109	PCPD1652	N/A	Fingerprint from vehicle	Evidence	Admin Action, to be destroyed
98-31553	PCPD1569	N/A	Driver's license	Evidence	Admin Action, to be destroyed
98-32760	PCPD3243	1999R-0613	Videotape of theft/forgery incident	Evidence	Plea, sentenced 02/14/00
98-32775	PCPD4380	N/A	Audiotape of interview	Evidence	Admin Action, to be destroyed
98-33905	PCPD3182	1998R-0579	Videotape of DUI arrest	Evidence	Plea, sentenced 02/18/99
98-34245	PCPD3181	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-35284	PCPD1060	N/A	Check w/ possible fingerprint evidence	Evidence	Admin Action, to be destroyed

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98-35284	PCPD1061	N/A	Various pieces of items w/ poss fingerprints	Evidence	Admin Action, to be destroyed
98-35299	PCPD1633	N/A	Fingerprint from vehicle	Evidence	Admin Action, to be destroyed
98-35656	PCPD3244	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-35823	PCPD3253	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-36113	PCPD3582	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-36642	PCPD3614	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-37877	PCPD4341	N/A	Audiotape of harassing communications	Evidence	Admin Action, to be destroyed
98-38853	PCPD1642	N/A	Latent prints from jewelry box	Evidence	Admin Action, to be destroyed
98-39264	PCPD3197	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-40173	PCPD3568	N/A	Videotape of suspicious person	Evidence	Admin Action, to be destroyed
98-40322	PCPD3442	1999SR-0183	Videotape of DUI arrest	Evidence	Plea, sentenced 08/11/99
98-40443	PCPD1631	N/A	Pieces of gloves	Evidence	Admin Action, to be destroyed
98-42044	PCPD0862	N/A	8 X 12 envelope	Evidence	Admin Action, to be destroyed
98-42044	PCPD0863	N/A	Change box from Coke machine	Evidence	Admin Action, to be destroyed
98-42044	PCPD0873	N/A	Fingerprint card	Evidence	Admin Action, to be destroyed
98-42218	PCPD3245	1999SR-0037	Videotape of theft	Evidence	Plea, sentenced 02/18/99
98-42561	PCPD4324	N/A	Audiotape of harassing communications	Evidence	Admin Action, to be destroyed
98-42788	PCPD3192	N/A	Videotape of assault suspects	Evidence	Admin Action, to be destroyed
98-43022	PCPD1564	N/A	Photos of accident scene	Evidence	Case closed, TOT Police Department Use
98-43459	PCPD3196	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
98-43865	PCPD3255	1999SR-0095	Videotape of DUI arrest	Evidence	Plea, sentenced 03/30/99
98-44105	PCPD0859	N/A	Screwdriver, pointed tool, flashlight	Evidence	Admin Action, to be destroyed
98-44105	PCPD0871	N/A	8 fingerprint cards	Evidence	Admin Action, to be destroyed
98-44105	PCPD0872	N/A	2 fingerprint cards	Evidence	Admin Action, to be destroyed
99-14420	PCPD3252	Municipal Court	Videotape of DUI arrest	Evidence	Municipal Court, Case closed
99-29165	PCPD2295	N/A	Audiotape of interview	Evidence	Admin Action, to be destroyed
00-01492	PCPD3459	Municipal Court	Videotape of arrest	Evidence	Municipal Court, Case closed
00-01556	PCPD3137	2000SR-0460	Videotape of arrest	Evidence	Guilty, sentenced 09/27/00
00-07853	PCPD1656	2000SR-0621	Insurance card	Evidence	Plea, sentenced 01/10/01
02-11371	PCPD2315	N/A	Boot knife	Safekeeping	Letter to owner unanswered, to be destroyed
06-00487	PCPD5223	N/A	Red Razor PR200 mini electric motorcycle	Found Property	Owner unknown, TOT City Use
06-09822	PCPD5222	N/A	NEXT bicycle, red, Ser #47448855	Found Property	Owner unknown, TOT City Use
07-07334	PCPD5224	N/A	Yellow MAGNA Refuge bike, Ser #01TD479096	Found Property	Owner unknown, TOT City Use
07-09809	PCPD5218	N/A	Blue/red Huffy Rock-It bike, Ser #ACY06F083858	Found Property	Owner unknown, TOT City Use
07-10093	PCPD5216	N/A	Orange/gray NEXT Turbo bike, Ser#54435270	Found Property	Owner unknown, TOT City Use

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07-10122	PCPD5217	N/A	Red NEXT BMX bike, Ser #65683211	Found Property	Owner unknown, TOT City Use
07-11082	PCPD5220	N/A	Blue/black MAGNA Glacier Point, Ser#00TD963000	Found Property	Owner unknown, TOT City Use
07-13552	PCPD5221	N/A	Silver Rhino Misfit bike, Ser#64534087	Found Property	Owner unknown, TOT City Use
08-06865	PCPD5227	N/A	Blue Huffy Rock It Mtn Bike Ser #50306BA06L	Found Property	Owner Unknown, TOT City Use
08-06865	PCPD5228	N/A	Blue Victor bike helmet	Found Property	Owner Unknown, TOT City Use
08-06865	PCPD5229	N/A	Black Specialized Hardrock Bike, no ser #	Found Property	Owner Unknown, TOT City Use
08-06865	PCPD5230	N/A	Red Redline bike, Ser #T0051N00331494	Found Property	Owner Unknown, TOT City Use
08-06865	PCPD5231	N/A	Black, yellow, orange Bell bike helmet	Found Property	Owner Unknown, TOT City Use
08-06865	PCPD5232	N/A	Purple Roadmaster Mt Climber bike, no ser #	Found Property	Owner Unknown, TOT City Use
08-06865	PCPD5233	N/A	Green Schwinn Qualifier Pro bike, Ser #KS3G0582	Found Property	Owner Unknown, TOT City Use
08-06865	PCPD5234	N/A	Black Mongoose KO BMX bike, Ser #GNP05D36222	Found Property	Owner Unknown, TOT City Use
08-06865	PCPD5235	N/A	Blue Roadmaster Mt Fury bike, Ser #CA20800416	Found Property	Owner Unknown, TOT City Use
08-06865	PCPD5236	N/A	Blue/gray NEXT Power Climber bike, Ser #68346048	Found Property	Owner Unknown, TOT City Use
08-08744	PCPD5237	N/A	Pink NEXT Misty girl's bike, Ser #8508-24E	Found Property	Owner Unknown, TOT City Use
08-15758	PCPD5191	N/A	Blue TREK Cruiser, seat missing, no ser#	Found Property	Owner Unknown, TOT City Use
08-15434	PCPD2649	N/A	Black Murray Night Shadow, no ser #	Found Property	Owner Unknown, TOT City Use
08-15834	PCPD2650	N/A	Razor scooter	Found Property	Owner Unknown, TOT City Use
08-15894	PCPD3077	N/A	Red Murray Eliminator bicycle, no ser #	Found Property	Owner Unknown, TOT City Use
08-16841	PCPD3739	N/A	Silver/green Razor scooter	Found Property	Owner Unknown, TOT City Use
08-17493	PCPD4103	N/A	Blue MAGNA bike, Ser #98TD213205	Found Property	Owner Unknown, TOT City Use
09-00213	PCPD4775	N/A	White/blue MGX Uptown bike, Ser #SNFSD06F68554	Found Property	Owner Unknown, TOT City Use
09-01459	PCPD5249	N/A	Purple Roadmaster Ultra Terrane bike, no Ser #	Found Property	Owner Unknown, TOT City Use
09-01459	PCPD5250	N/A	Red NEXT Power Climber bike, no Ser #	Found Property	Owner Unknown, TOT City Use
09-01459	PCPD5251	N/A	Green TREK Mountain Trak 820, Ser #GX4M8270	Found Property	Owner Unknown, TOT City Use
09-01459	PCPD5252	N/A	Purple Diamond Back bike, no Ser #	Found Property	Owner Unknown, TOT City Use
09-01459	PCPD5253	N/A	Metal 36" crowbar	Found Property	Owner Unknown, TOT City Use
09-02150	PCPD5360	N/A	Blue/silver NEXT Mtn Bike, no Ser #	Found Property	Owner Unknown, TOT City Use
09-02158	PCPD5356	N/A	Red Schwinn Sprint 10 speed bike, no Ser #	Found Property	Owner Unknown, TOT City Use

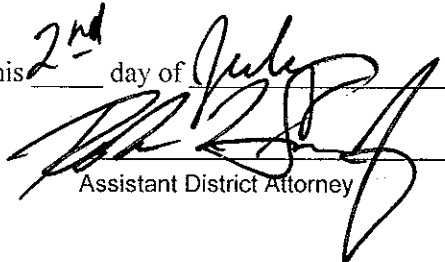
TAGS

94-03588	PCPD4905	Municipal Court	GA tag ADB896 w/ fake decal	Evidence	Municipal Court, Case closed
96-02662	PCPD4897	1997SR-0627	GA tag LTK674 w/ stolen decal	Evidence	Plea, sentenced 02/17/98
96-06259	PCPD4889	Municipal Court	GA tag BAF949	Evidence	Municipal Court, Case closed
97-11010	PCPD4896	Municipal Court	GA tag ACZ6678	Evidence	Municipal Court, Case closed
97-17090	PCPD4895	Municipal Court	"Nalley" drive out tag	Evidence	Municipal Court, Case closed
99-04753	PCPD5187	1999SR-0270	GA tag 343MXP w/ stolen decal	Evidence	Plea, sentenced 06/24/99
01-00500	PCPD4940	2001R-0184	GA tag 791MNZ w/ stolen decal	Evidence	Plea, sentenced 05/31/01

EXHIBIT "A"
PEACHTREE CITY POLICE DEPARTMENT
EVIDENCE / PROPERTY PURGE LIST
All items to be destroyed unless otherwise noted
Updated 06/22/09

01-04135	PCPD4787	Municipal Court	Fake tag decal	Evidence	Municipal Court, Case closed
01-04135	PCPD4812	Municipal Court	MI tag PZD315	Evidence	Municipal Court, Case closed
02-03302	PCPD4959	2002SR-0317	GA tag 273DNA	Evidence	Plea, sentenced 08/13/02
02-06769	PCPD4962	Municipal Court	GA tag 367MZN	Evidence	Municipal Court, Case closed
05-05053	PCPD4875	Municipal Court	GA tag 4133AWJ w/ stolen decal	Evidence	Municipal Court, Case closed

Consent given this 2nd day of July, 2009.


Assistant District Attorney

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Bonnie McMillan*
Interim Community Development Division Director *David*
City Engineer *Charles Bales*

FROM: Stormwater Manager *Mark Lynn*

DATE: July 10, 2009

SUBJECT: Formal Acceptance of Drainage Easements
July 16, 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. As well as the Temporary Construction needed for the First Presbyterian Church Peachtree City for the Completion of the Willowbend Road Culvert Replacement.

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 were 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.

The other easement was requested from the First Presbyterian Church Peachtree City for the Completion of the Willowbend Road Culvert Replacement. This easement is needed for final grading once the new properly sized culvert has been installed.

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 29 day of June 2009.

WITNESSETH that the First Presbyterian Church of Peachtree City, the undersigned, (hereinafter referred to as 'Grantor'), is the owner 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 Willowbend Road Culvert Replacement (hereinafter "the Project") and as set forth on the set of construction plans titled Willowbend Road Culvert, dated 05/19/09, (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 127 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 2,409 square feet, more or less, as shown crosshatched on the plat of the property titled "Easement Exhibit for Willowbend Road Culvert Replacement", prepared by Integrated Science and Engineering for the City of Peachtree City, Georgia, dated June 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 29 day of June
2009, in the presence of:

Thomas H. Harkin, Mayor (L.S.)
Signature of Grantor

Newton O. Wilcox
Witness

_____(L.S.)
Signature of Grantor

Kathleen Thomas
Notary Public



Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 127 of the 7th Land District of Fayette County, Georgia, and being more particularly described as follows:

Begin at the northeast corner of that parcel more particularly described in Plat Book 10, Page 181, of the Clerk of the Superior Court of Fayette County, Georgia Records.

THENCE run along the westerly right-of-way of Willowbend Road (80' R/W) along a curve to the right having a radius of 452.73 feet and an arc length of 90.20 feet, being subtended by a chord of South 19 degrees 16 minutes 09 seconds West for a distance of 90.05 feet to a point;

THENCE leaving said right-of-way run North 72 degrees 29 minutes 00 seconds West for a distance of 25.83 feet to a point;

THENCE run North 20 degrees 48 minutes 34 seconds East for a distance of 43.63 feet to a point;

THENCE run North 18 degrees 44 minutes 20 seconds East for a distance of 43.63 feet to a point;

THENCE run North 72 degrees 29 minutes 00 seconds West for a distance of 6.79 feet to a point;

THENCE run North 17 degrees 38 minutes 30 seconds East for a distance of 2.83 feet to the northerly lot line of the parcel more particular described in Plat Book 10, Page 181, of the Clerk of the Superior Court of Fayette County, Georgia records;

THENCE run along said northerly lot line South 72 degrees 29 minutes 00 seconds East for a distance of 31.93 feet to a point and the Point of Beginning;

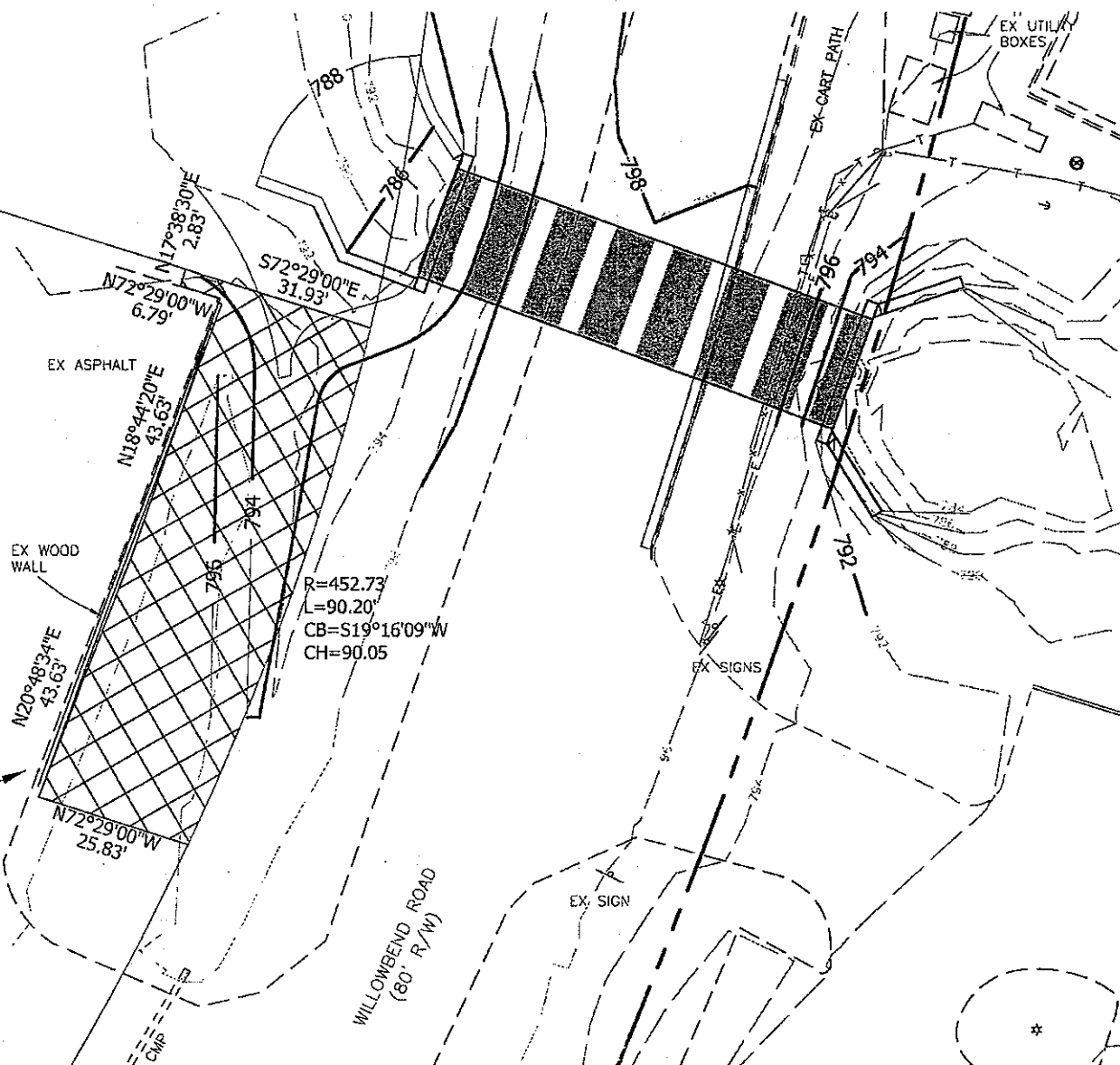
Together with and subject to covenants, easements, and restrictions of record.

Said property contains 2409 square feet, more or less, and is more particularly shown as a "2409 SF Temporary Construction Easement" on a plat of survey titled "Easement Exhibit for Willowbend Road Culvert Replacement," dated June, 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.

SCALE: NTS

N/F
FIRST PRESBYTERIAN CHURCH

2409 SF TEMPORARY
CONSTRUCTION EASEMENT



INTEGRATED
Science &
Engineering

ATLANTA - SAVANNAH
375 SOUTH LEE STREET, SATURDAY, GEORGIA
(404) 525-4611 FAX (404) 525-4612

EASEMENT EXHIBIT
FOR
WILLOWBEND ROAD
CULVERT REPLACEMENT



NO.	REVISIONS	DATE

EXHIBIT A

PROJECT NUMBER
01098.84
DRAWN BY
MRM
CHECKED BY
RG
DATE
JUNE 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 18 day of June 2009.

WITNESSETH that Eric J. Lefebvre and Catherine M. Lefebvre 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 639 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

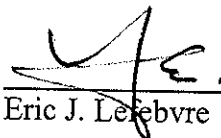
easement conveyed herein expires upon completion of the Project by the City of Peachtree City, Georgia.

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 18 day of June,
2009, in the presence of:

 (L.S.)
Eric J. Lefebvre

 (L.S.)
Catherine M. Lefebvre

Witness

Notary Public

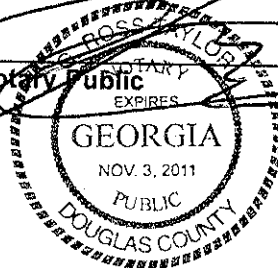


Exhibit "B"

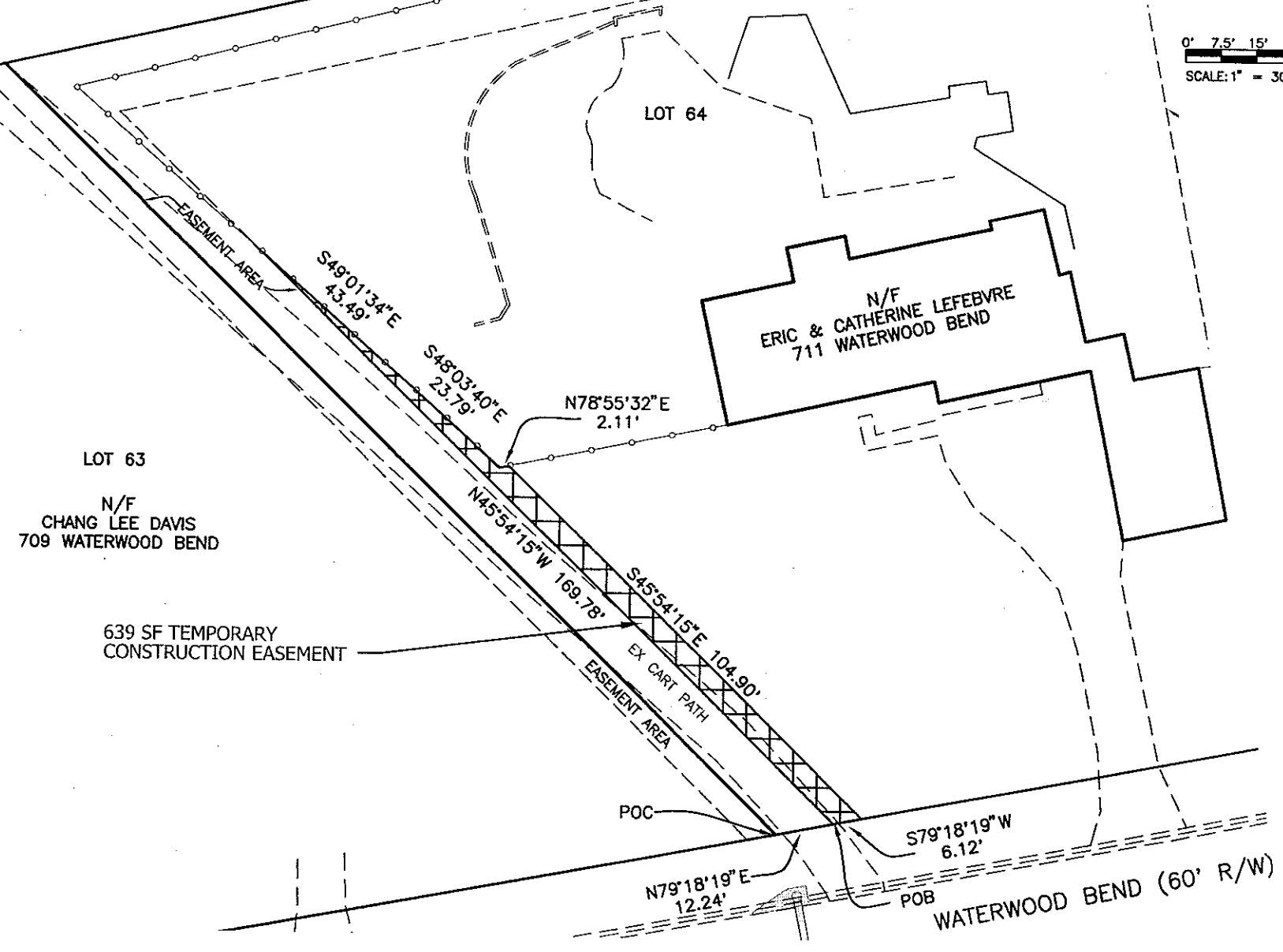
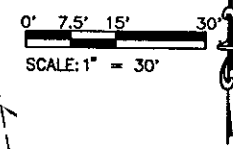
All that tract or parcel of land lying and being in Land Lot 98 of the 7th Land District of Fayette County, Georgia, and being more particularly described as follows:

To arrive at the True Point of Beginning, Commence at the southwest corner of Lot 64 Lakeside, as per Plat recorded in Plat Book 11, Pages 30-31, Fayette County, Georgia Records. Thence run along the southerly line of said lot line of said Lot 64 North 79 degrees 18 minutes 19 seconds East for a distance of 12.24 feet to the True Point of Beginning; THENCE leaving said lot line run North 45 degrees 54 minutes 15 seconds West for a distance of 169.78 feet to a point; THENCE run South 49 degrees 01 minutes 34 seconds East for a distance of 43.49 feet to a point;

THENCE run South 48 degrees 03 minutes 40 seconds East for a distance of 23.79 feet to a point; THENCE run North 78 degrees 55 minutes 32 seconds East for a distance of 2.11 feet to a point; THENCE run South 45 degrees 54 minutes 15 seconds East for a distance of 104.90 feet to a point along the southerly lot line of Lot 64;

THENCE run along the southerly lot line of Lot 64 South 79 degrees 18 minutes 19 seconds West for a distance of 6.12 feet to a point and the True Point of Beginning;

Said tract or parcel consists of 639 square feet, more or less, and is more particularly shown as a "639 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 - DAYTONA

100 MICROTOSH CIRCLE, DAYTONA, FLORIDA 32117
(386) 255-1000 FAX (386) 255-1001

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

IF YOU ARE A GEOMETRICIAN, CALL US TODAY! WE WILL BE GLAD TO ASSIST YOU WITH ANY PROJECTS YOU ARE WORKING ON.

NO.	REVISIONS	DATE

711 WATERWOOD BEND
EXHIBIT A

PROJECT NUMBER	01098.85
DRAWN BY	MRM
CHECKED BY	RG
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 2 day of July in the year 2009, between James S. Hunter and Ann S. Hunter 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 1,135 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:

James S. Hunter
James S. Hunter

Ann S. Hunter
Ann S. Hunter

Signed sealed and delivered,
In the presence of

Marilyn DeLoos
Witness

NOTARY:

Pamela P. Dufresne
Printed name

Pamela P. Dufresne
Signature

My Commission expires:

4/30/10
SEAL

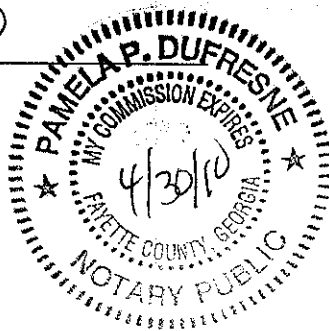


EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lot 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 southwest corner of Lot 1 Lakeside, as per Plat recorded in Plat Book 11, Pages 30-31, Fayette County, Georgia Records. Thence along the southerly lot line of said Lot 1 run North 82 degrees 01 minutes 21 seconds East for a distance of 15.00 feet to a point; Thence leaving said southerly lot line run North 07 degrees 58 minutes 39 seconds West for a distance of 15.00 feet to a point and the True Point of Beginning,

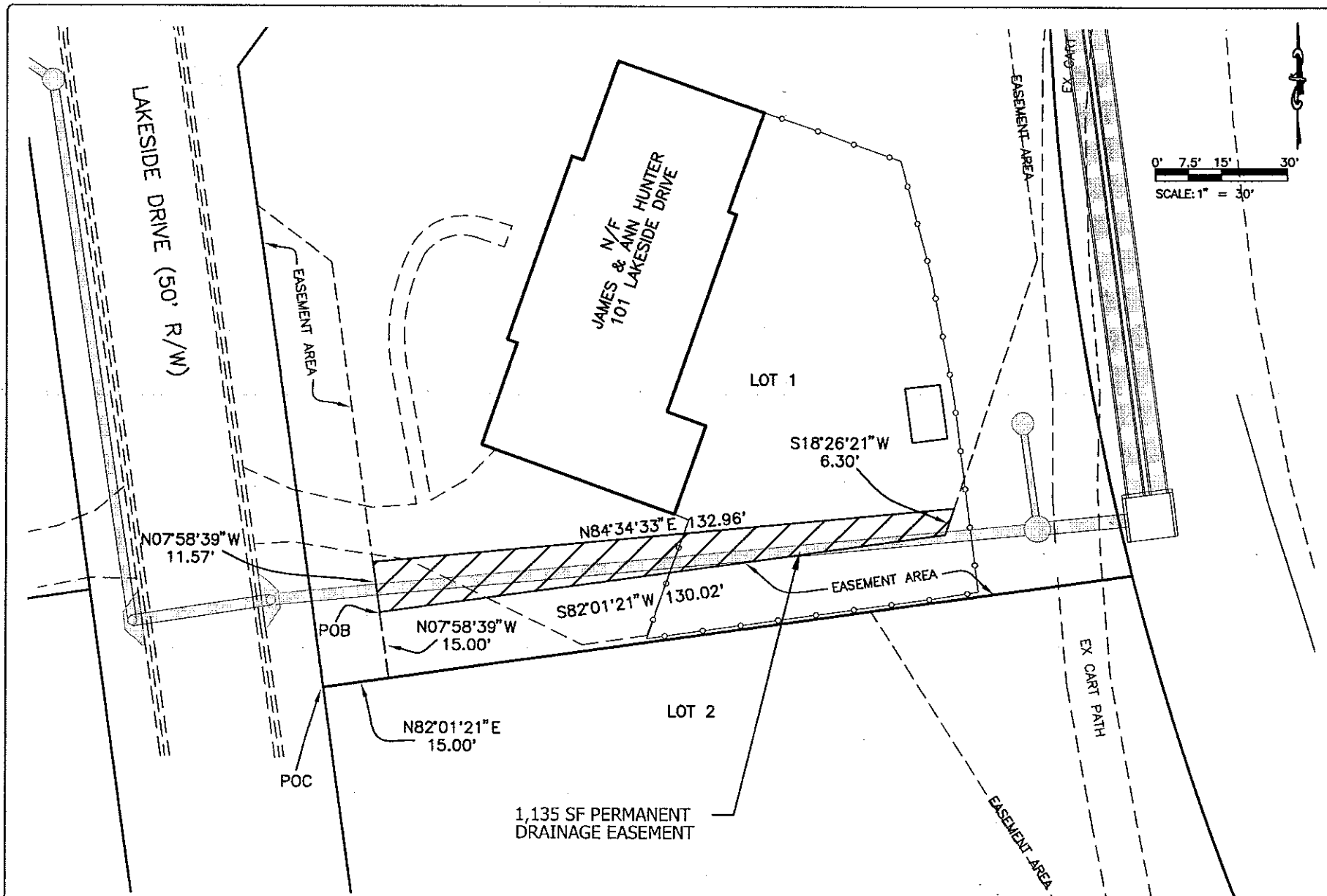
THENCE run North 07 degrees 58 minutes 39 seconds West for a distance of 11.57 feet to a point;

THENCE run North 84 degrees 34 minutes 33 seconds East for a distance of 132.96 feet to a point;

THENCE run South 18 degrees 26 minutes 21 seconds West for a distance of 6.30 feet to a point;

THENCE run South 82 degrees 01 minutes 21 seconds West for a distance of 130.02 feet to a point and the True Point of Beginning,

Said tract or parcel consists of 1,135 square feet, more or less, and is more particularly shown as a "1,135 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.



0' 7.5' 15' 30'
SCALE: 1" = 30'



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

IF YOU ARE GEORGIA, CALL US FIRST! (404) 276-4477. IF YOU ARE OUTSIDE GEORGIA, CALL US NEXT! (404) 276-4477. IF YOU ARE OUTSIDE GEORGIA, CALL US LAST! (404) 276-4477.

NO.	REVISIONS	DATE

101 LAKESIDE DRIVE
EXHIBIT A

PROJECT NUMBER: 01098.85
DRAWN BY: MRM
CHECKED BY: RG
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 2 day of JULY 2009.

WITNESSETH that James S. Hunter and Ann S. Hunter, 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 1,362 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 2nd day of July
2009, in the presence of:

James S. Hunter (L.S.)
James S. Hunter

Ann S. Hunter (L.S.)
Ann S. Hunter

Maureen S. Looze
Witness

Pamela P. Dufresne
Notary Public

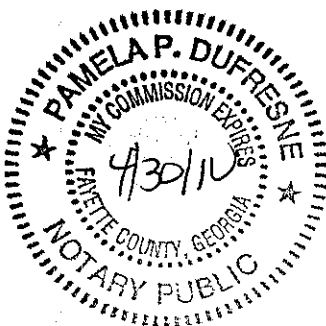
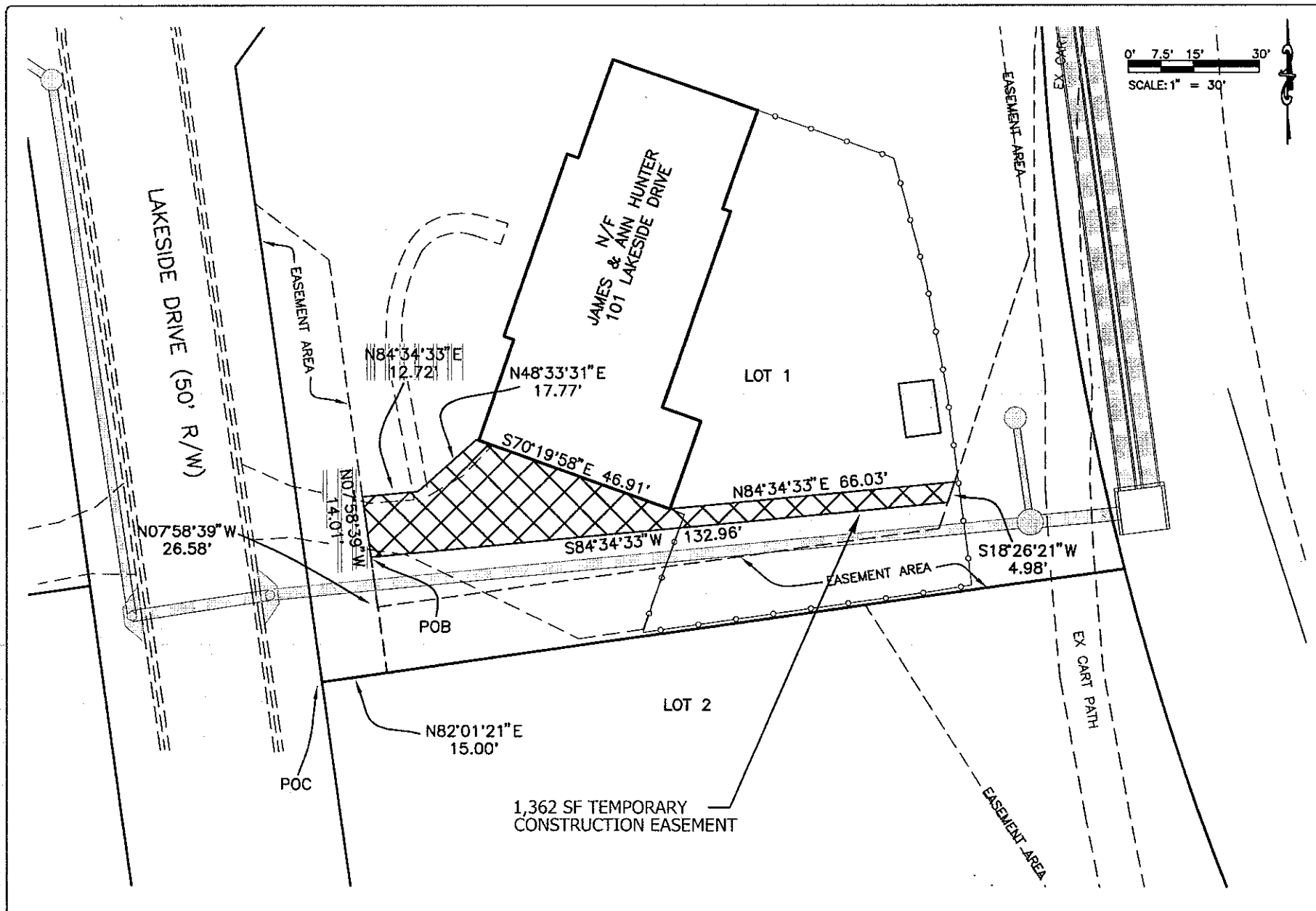


Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 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 southwest corner of Lot 1 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 1 North 82 degrees 01 minutes 21 seconds East for a distance of 15.00 feet to a point; Thence leaving said southerly lot line run North 07 degrees 58 minutes 39 seconds West for a distance of 26.58 feet to the True Point of Beginning; THENCE run North 07 degrees 58 minutes 39 seconds West for a distance of 14.01 feet to a point; THENCE run North 84 degrees 34 minutes 33 seconds East for a distance of 12.72 feet to a point; THENCE run North 48 degrees 33 minutes 31 seconds East for a distance of 17.77 feet to a point; THENCE run South 70 degrees 19 minutes 58 seconds East for a distance of 46.91 feet to a point; THENCE run North 84 degrees 34 minutes 33 seconds East for a distance of 66.03 feet to a point; THENCE run South 18 degrees 26 minutes 21 seconds West for a distance of 4.98 feet to a point; THENCE run South 84 degrees 34 minutes 33 seconds West for a distance of 132.96 feet to the True Point of Beginning,

Said tract or parcel consists of 1,362 square feet, more or less, and is more particularly shown as a "1,362 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 "C" and which is incorporated herein by express reference.



INTEGRATED
Science &
Engineering

ATLANTA • SAVANNAH
100 MEMPHIS CADDISS FAYETTEVILLE, GEORGIA
(404) 778-4444 FAX (404) 778-4444

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



IF YOU ARE GROUND
SOLD OR PART
1-800-250-2413
FOR MORE INFORMATION
275 10-1-04

NO.	REVISIONS	DATE

**101 LAKESIDE DRIVE
EXHIBIT A**

PROJECT NUMBER
01098.85

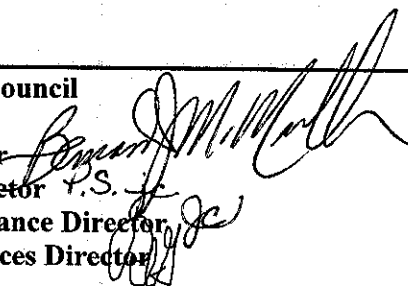
DATE
MRM RG

REVISION DATE
APRIL 2009

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 
Finance Director P.S. Jr.
Assistant Finance Director
Leisure Services Director

DATE: July 2, 2009

SUBJECT: Consider Revision of Fee Schedule for Kedron Fieldhouse and Aquatic Center
(Swim Team Rates)
For City Council Meeting July 16, 2009

Recommendation:

That Council considers and approves a staff proposal to increase fees at Kedron pools for high school swim teams and the Masters' swim team to \$3/lane/hour, and SCAT swim team to \$4/lane/hour. Also recommend that these fees be re-examined annually. If approved the fees could become effective September 1.

Discussion:

At the May 21 City Council meeting staff presented several swim team fee options for Council's consideration. Based on input at the meeting, Council asked staff to re-evaluate their recommendations and find other options that would be in line with other similar area swim facilities and produce credible revenue to help offset operating costs. Staff presented additional options during the June 8 budget workshop and Council directed staff to bring a final recommendation to the July 16 regular council meeting. Per a recommendation from an interested citizen, staff found comparable facilities in Cobb, Clayton and Douglas counties who charged a \$3, \$4 or \$5 per lane/per hour team fee. In computing estimated fees this system brought the per/swimmer fee from our original recommendation of \$32/swimmer/month to much more moderate increases as shown below.

In computing the final recommendation, staff reasoned that the lower fee should be applied to school teams and the master's team and a higher rate should be applied to SCAT since it is a for-profit organization. Staff did not recommend an out of county fee since the proposed fee schedule is based on a per lane charge, rather than on number of individual swimmers. The high schools and Masters have negligible out of county swimmers and SCAT has only about 10 percent and is being charged the higher rate. On that basis, projected revenue would be:

AT \$3 PER LANE/HOUR FOR SCHOOLS AND MASTERS AND \$4 FOR SCAT:

School teams:	\$3 per lane/hour = \$3,780 per 14-week season or \$7.50 per swimmer/month (\$1,000/mo minimum)
Master's team:	\$3 per lane/hour = \$1,800 per 10-month season or \$12 per swimmer/month (\$150 minimum)
SCAT:	\$4 per lane/hour = \$26,112 per 11-month season or \$19 per swimmer/month (\$2,000 minimum)

\$31,692 annual revenue

We discussed this proposal with School Superintendent Dr. John DeCotis and the schools' athletic director and asked that they encourage the swim booster clubs to attempt providing additional funding to help offset costs of keeping the bubble up during the winter months to enable school swim teams to have a practice venue.

Budget Impact:

Approval of this recommendation would result in an additional \$22,692 of additional annual revenue over the current approximately \$9,000 in fees. The original proposal from staff was projected to have resulted in an additional \$46,000 over the current \$9,000 in fees.

POSITION PAPER

Proposed Variance: 100 Hermitage Place
Lot 77, The Coventry subdivision

Interim Community Development Director
July 8, 2009

David
James M. Muller

Situation:

Mr. David Conner owns the property located at 100 Hermitage Place within Phase 3 of The Coventry subdivision. The subject tract is 0.588 acres in size and is zoned R-15 Residential. The property is located on a cul-de-sac and is bordered on the side and rear by a city-owned greenbelt. The Applicant desires to construct an attached 23.5' x 32' garage on the home which would encroach 4.2' into the required 15' side building setback.

In order to permit this encroachment, the Applicant must first secure a variance from the city. The variance application is included as Attachment "A".

Facts:

1. Lot 77 within Phase 3 of The Coventry subdivision is zoned R-15 Residential, which requires a minimum side building setback of 15'. The existing structure complies with this setback.
2. The subject tract is located on a cul-de-sac. One side and the rear of the property abut a city-owned greenbelt. The side setback in question abuts this greenbelt.
3. The rear corner of the proposed garage addition would encroach 4.2' into the 15' side building setback.
4. The proposed addition has been reviewed by The Coventry Homeowner's Association. Both the architecture and color scheme would complement the existing home.
5. The Applicant has provided letters from several property owners indicating their support of the proposed variance.

Discussion:

The Certificate of Occupancy for the existing home was issued on October 1, 1986. The Applicant is not the original owner and desires to increase the size and usability of the existing home. The proposed addition would include a garage and workshop on the ground level and a playroom on the second level. The architectural design and exterior color selection of the addition would complement the existing two-story home.

Proposed Variance: 100 Hermitage Place

July 8, 2009

Page 2

Because of the irregular shape of the subject lot and the placement of the existing home, the proposed addition as designed would encroach 4.2' into the side building setback. The side property line abuts a city-owned greenbelt. From Hermitage Place, it is unlikely the proposed addition would appear as if it encroached into the building setback.

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:

- *The subject tract is located within an approved subdivision on a cul-de-sac.*
- *The subject tract is irregularly shaped and is bordered on the side and rear by a city-owned greenbelt.*
- *The placement of the home would limit an expansion to either side of the home without encroaching into the established side building setbacks.*
- *The home's floor plan would prevent expanding to the rear without significantly changing the interior layout of the home.*

- (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

- *The minimum side building setback within the R-15 Residential zoning district is 15'.*
- *The existing structure complies with all required building setbacks.*
- *The Applicant has designed the proposed addition such that the majority of the structure would be located out of the required building setback.*
- *To comply with the required building setbacks, the proposed addition would have to decrease in width, which would limit the ability to access the garage.*

- (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**

Proposed Variance: 100 Hermitage Place

July 8, 2009

Page 3

other property in the same zoning district and which prevent the applicant from complying with existing regulations;

Staff findings

- *The existing home on the lot complies with all established building setbacks.*
- *The subject lot is irregularly shaped and includes a total of six (6) sides.*
- *The majority of the other lots within this phase of the subdivision are rectangular in shape.*
- *The side and rear property lines abut a city-owned greenbelt.*
- *The proposed addition would encroach 4.2' into the side building setback adjoining this greenbelt.*

- (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

- *The minimum side building setback within the R-15 zoning district is 15'. It appears the existing homes within this phase of the subdivision comply with these setbacks.*
- *While the side property lines of many of the existing lots within the subdivision abut one another, the side and rear of the subject lot abuts a city-owned greenbelt.*
- *The proposed addition would not impact any of the homes on the adjoining property.*

- (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

- *Phase Three of The Coventry subdivision was developed in the late 1980's and is fully developed.*
- *The proposed addition would provide additional garage and living space for the current property owner and his family.*
- *The proposed addition would be similar in design to the architecture and color scheme of the existing home.*
- *The Applicant has provided letters of support from several of his neighbors indicating their approval of the variance request.*

Proposed Variance: 100 Hermitage Place

July 8, 2009

Page 4

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

Staff findings:

- *Many of the discussions pertaining to the update to the city's Comprehensive Plan included a need to include provisions to protect the character of existing neighborhoods as well as to encourage redevelopment and reinvestment within these neighborhoods.*
- *The Applicant desires to enhance his property with this addition.*
- *There will be no detrimental impact to the existing home or the neighborhood.*

Recommendation:

Staff recommends that the variance be approved subject to the following understandings and conditions:

1. *The variance shall be limited to an encroachment of 4.2' 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 a 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 variance.*
4. *The existing fence along the side property line shall be removed from the city-owned greenbelt and located on the property line.*

Attachments



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 # 00152076

Date Filed 05/05/09

Case # V-2009-03

Office Use Only

VARIANCE LOCATION	Street Address <u>100 Hermitage Place</u> <u>Peachtree City, GA 30269</u>	PROPERTY OWNER	Name <u>David H Conner</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial\Industrial\Office		Phone <u>(770) 487-4636</u>
VARIANCE TYPE	Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below)	PROPERTY INFO	Subdivision: <u>The Coventry</u>
	Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☒ Zoning		Phase: <u>III</u> Lot # <u>77</u>
APPLICANT	Name <u>David H Conner</u>	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)
	Address <u>100 Hermitage Place</u>		
City, State, Zip <u>Peachtree City, GA 30269</u>			
Phone # <u>(770) 487-4636</u>			
	Email <u>dconner@tpinspection.com</u>		

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application?	☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	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?	_____ Years	
	5.) What is the required setback?	_____ Feet	
	6.) How much of a variance is being requested?	_____ Feet	
	7.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	

SPECIAL EXCEPTION	1.) Is a current survey included with the application?	☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	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?	_____	

VARIANCE	Please review the ordinances and instructions on the back of this page.		Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>The rear corner of a proposed addition encroaches into the setback.</u>
	1.) Is a current survey included with the application?	☒ Yes ☐ No	
	2.) How much of a variance is being requested?	<u>5</u> Feet	
	3.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	
	N/A - This variance request is for an addition that has not yet been built.		

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: [Signature]

Date 5/4/09

OFFICE ONLY

ADMINISTRATIVE VARIANCE	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 hereby 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: <u>David E. Post</u>	Date of Acceptance: <u>05-06-09</u> Date of Public Hearing: <u>06-18-09</u>

To: City Staff, and City Council
From: David Conner, 100 Hermitage Place, Peachtree City, GA 30269
Date: May 4, 2008
Re: Variance Request

My family and I would like to build an addition on our house adding an attached garage with a bonus room located above. The back corner of the proposed addition would encroach approximately 4.5' into the 15' setback of one of the side lot lines adjacent to the city owned green belt/ open space. Please consider the following detailed report, site plan survey, site pictures (on CD), letters of support from neighborhood residents, and the attached variance application requesting a 5' reduction from the required 15' setback.

Review Criteria Considerations

- a) Our lot (#77) has such special circumstances regarding its shape and location that the strict application of the setback ordinance denies us the privileges enjoyed by others in the vicinity. Most of the lots in the Coventry subdivision are four-sided, rectangular lots. Ours is an irregularly shaped, six-sided lot. The problem that we have encountered with this is that the Northwestern side lot lines intersect at odd angles incongruent with the lay of the house. While the side wall of the addition does not violate the setback ordinance where it meets the proposed front wall, it gradually falls into the 15' setback as it approaches the proposed rear wall, ultimately encroaching approximately 4.5' into the setback at this rear corner. Our addition would fit within the prescribed setbacks of the majority of the other lots in the vicinity. The location of our lot is unique in that this side lot line adjoins a city-owned greenbelt/open space along its entire length.
- b) The strict application of the 15' setback ordinance results in practical difficulties for the proposed addition as well. In order to have the front wall wide enough for a garage door, the side wall of the addition would have to be built at an acute angle to the front wall so that it paralleled the side lot line. All of the other homes and additions in the Coventry (and most throughout Peachtree City) are designed with wall intersections of 90 degrees, and we would like to follow suit. Also, if the side wall were to be built at an acute angle to the front wall, a safety hazard would exist; using the scenario of the skewed side wall, a car entering the garage would run into the side wall as it pulled straight in.
- c) Both the six-sided shape of our lot and the original placement of our house on our lot result in extraordinary circumstances which preclude us from complying with the 15' setback ordinance which would not generally apply to most of the other lots on our street and in our subdivision.
- d) This variance request does not constitute granting special privileges inconsistent with the limitations on other property in the same zoning district. The side lot line in question adjoins a city-owned greenbelt/open space, and the precedent has already been set by the city to grant setback variances under these circumstances.

- e) Granting this variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone and neighborhood in which our lot is located. Our lot will still have a 10' setback on our side of the lot line with mature trees in the greenbelt near our property that physically set it apart from the public space.
- f) Granting this variance will not create inconsistencies with any objective of the comprehensive plan. The proposed addition will not change the role that our property currently plays in the city's comprehensive plan. The encroachment of the addition's back corner will be unobtrusive to the public due to the mature trees and evergreen plantings on our lot and in the adjoining greenbelt. Please note that in the attached street-view picture, the house and the truck parked in the driveway are almost completely obscured by trees and plantings, which will not be disturbed during construction. Note- this picture was taken while standing near the multi-use path marker #1555.00.

The basis for this variance request is in harmony with the spirit of the zoning ordinances of our street, our subdivision, and of our city. We feel it would cause no detriment to the public and will add to the neighborhood and the city. We appreciate your consideration of this matter.

Sincerely,



David Conner and family
100 Hermitage Place
Peachtree City, GA 30269
(770) 487-4636

LOT 77
THE COVENTRY III
PLAT BOOK 16, PAGES 172-174.

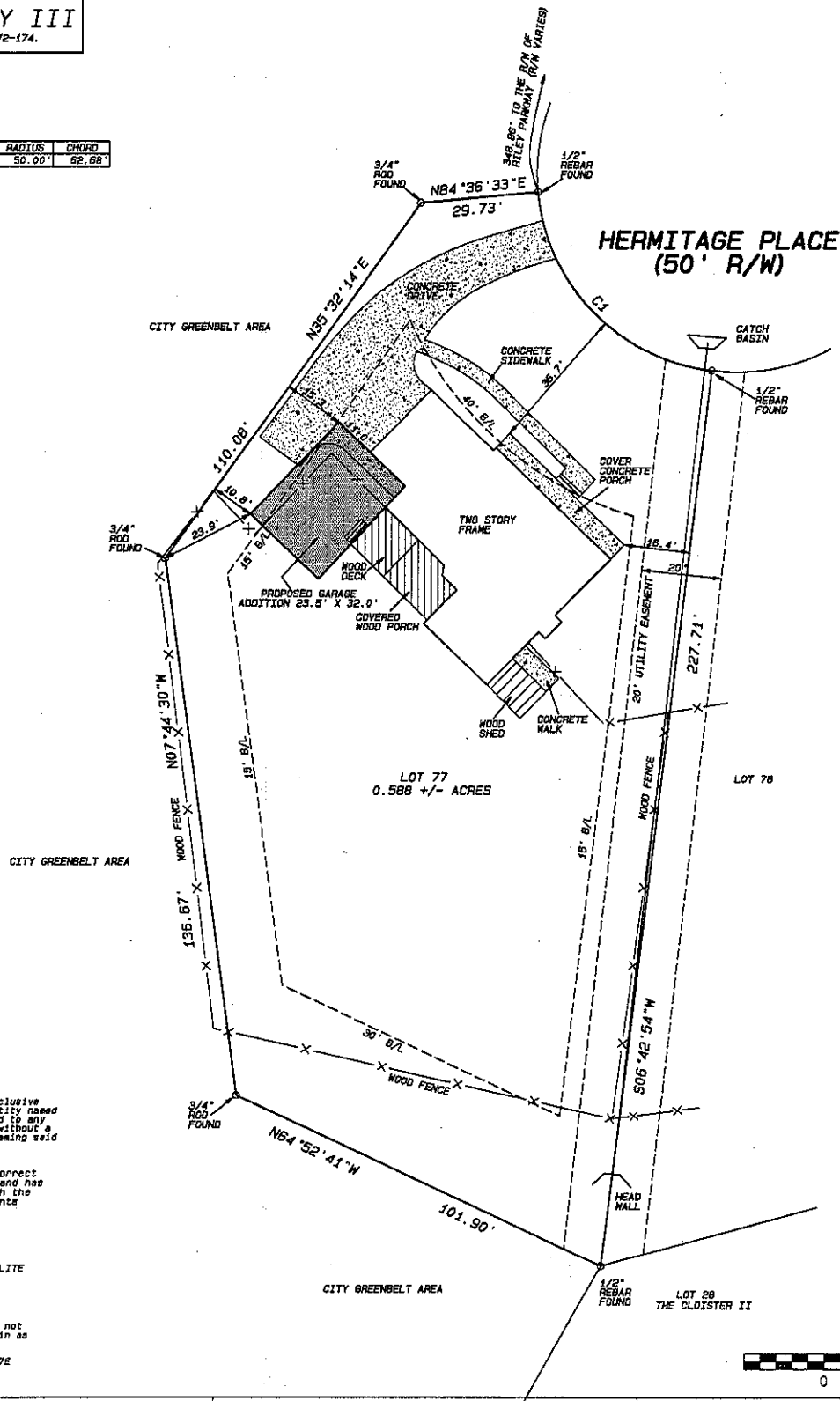
LINE	ARC	CHORD BEARING	RADIUS	CHORD
C1	67.74'	S44°19'44"E	50.00'	62.68'

LEGEND

R/W RIGHT-OF-WAY
B/L BUILDING LINE



NORTH BASED ON
SUBDIVISION PLAT
PLAT BOOK 16, PAGES 172-174.

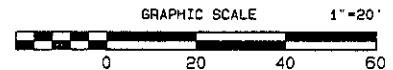


This plat was prepared for the exclusive use of the person, persons, or entity named herein. Said plat does not extend to any unnamed person, persons or entity without a recertification by the surveyor naming said person, persons or entity.

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.

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 property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP.
No. 13113C 00886 & 13113C 00876
Dated: SEPTEMBER 26, 2006



W.D. Gray and Associates, Inc.
land surveyors - planners
P.O. Box 3647 Peachtree City, GA 30269
(770) 486-7552 Fax (770) 486-0496

PREPARED FOR:

DAVID CONNER

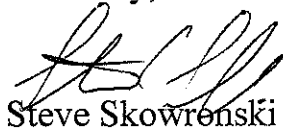
Land Lot: 131	DATE OF SURVEY: 04-20-09
District: 7TH	DATE OF DRAWING: 04-21-09
FAYETTE COUNTY, GA	REV.
Scale: 1" = 20'	Job No: 0904011

May 4, 2009

To whom it may concern,

I live next door to the Conner family, and I support the new addition and variance request being proposed by David Conner for his property located at 100 Hermitage Place in Peachtree City. I feel that both our neighborhood and our city will benefit from it.

Sincerely,



Steve Skowronski

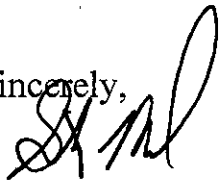
The Skowronski Family
102 Hermitage Pl
Peachtree City, GA 30269
(770) 487-3218

May 4, 2009

To whom it may concern,

I live on the same street as the Conner family, and I support the new addition and variance request being proposed by David Conner for his property located at 100 Hermitage Place in Peachtree City. I feel that both our neighborhood and our city will benefit from it.

Sincerely,

A handwritten signature in black ink, appearing to read 'S Muh', written over the word 'Sincerely,'.

Steve Muh

The Muh Family
114 Hermitage Place
Peachtree City, GA 30269
(770) 631-6244

May 4, 2009

To whom it may concern,

I live in the same subdivision as the Conner family, and I support the new addition and variance request being proposed by David Conner for his property located at 100 Hermitage Place in Peachtree City. I feel that both our neighborhood and our city will benefit from it.

Sincerely,

A handwritten signature in black ink that reads "Stephanie Morris". The script is fluid and cursive, with the first name and last name clearly legible.

Stephanie Morris

The Morris Family
156 Cloister Dr
Peachtree City, GA 30269
(770) 632-6145

May 4, 2009

To whom it may concern,

I live in the same subdivision as the Conner family, and I support the new addition and variance request being proposed by David Conner for his property located at 100 Hermitage Place in Peachtree City. I feel that both our neighborhood and our city will benefit from it.

Sincerely,

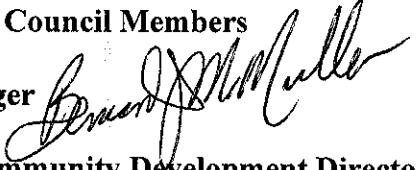


Ann Walker

The Walker Family
174 Cloister Dr
Peachtree City, GA 30269
(770) 486-0060

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members
VIA: City Manager 
FROM: Interim Community Development Director *David*
DATE: July 8, 2009
SUBJECT: Adoption of 2009 Annual Update to Comprehensive Plan
July 16, 2009 City Council Agenda

Recommendation:

Staff recommends that Council approve the attached Adoption Resolution and authorize Staff to forward this document to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA).

Discussion:

Both the ARC and DCA have completed their review of the city's 2009 Annual Update to the Comprehensive Plan. Submittal of these documents assures ARC and DCA that local governments are in compliance with their adopted Comprehensive Plans and allows us to maintain our status as a Qualified Local Government (QLG). These documents must be officially adopted by City Council in order to complete this step in updating our Comprehensive Plan.

A copy of the 2009 Annual Update is available on the Planning Department page on the city's website at www.peachtree-city.org/plan.

Budget Impact:

There is no budget impact associated with the adoption of this document.

Attachment

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PEACHTREE CITY
ADOPTING THE 2009 ANNUAL UPDATE TO THE
PEACHTREE CITY COMPREHENSIVE PLAN.**

WHEREAS, the City of Peachtree City has completed the 2009 Annual Update to the city's Comprehensive Plan in accordance with the revised Local Planning Standards as adopted by the Georgia Department of Community Affairs (DCA); and

WHEREAS, the City of Peachtree City has prepared an updated Short Term Work Program (STWP) and Capital Improvements Element (CIE) in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

WHEREAS, the City of Peachtree City has prepared an Annual Impact Fee Financial Report in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989.

BE IT THEREFORE RESOLVED, the Mayor and Council of the City of Peachtree City do hereby adopt the 2008 Annual Update to the Peachtree City Comprehensive Plan in accordance with the requirements of the Georgia Planning Act of 1989.

SO RESOLVED, this _____ day of _____, 2009.

Harold Logsdon, Mayor

Attest: _____
City Clerk



Post-it® Fax Note 7671		Date 6/18/09	# of pages 2
To David Rast	From Holly Vine		
Co./Dept City of Peachtree	Co. ARC		
Phone #	Phone # 4-463-3251		
Fax # 770-631-2565	Fax # 4-463-3254		

May 15, 2008

The Honorable Harold Logsdon, Mayor
City of Peachtree City
151 Willow Bend Road
Peachtree City, Georgia 30269

FILE COPY

RE: Peachtree City CIE & STWP Update

Dear Mayor Logsdon:

We are pleased to inform you that the Georgia Department of Community Affairs (DCA) has determined that the Short Term Work Program (STWP) and Capital Improvement Element (CIE) update for the City of Peachtree City are in compliance with the Development Impact Fee Act and the Minimum Standards and Procedures for Local Comprehensive Planning.

Please note that that update cannot be adopted prior to June 13, 2008 in order to satisfy the mandatory review period. Once the STWP/CIE update has been adopted, please send ARC a copy of the adoption resolution and any revisions so that we may forward this to DCA.

I commend you and Peachtree City for your commitment to the comprehensive planning process. Please contact Jared Lombard at 404-463-3302 if you have any questions or if we can provide further assistance.

Sincerely,

Charles Krautler
Director

CK:bpc

cc: Jim Frederick, Georgia Department of Community Affairs (via email)
David Rast, Peachtree City

Sonny Perdue
Governor

 Georgia™
Department of
Community Affairs

Mike Beatty
Commissioner

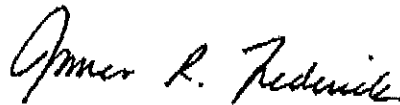
April 24, 2009

Mr. Charles Krautler
Executive Director
Atlanta Regional Commission
40 Courtland Street, NE
Atlanta, Georgia 30303

Dear Mr. Krautler:

Our staff has reviewed the Annual Update of the Capital Improvement Element (CIE Update) for the City of Peachtree City and finds that it adequately addresses applicable requirements. The next step is for the City of Peachtree City to adopt the CIE Update. As soon as your office confirms that the CIE Update has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will notify the City that its Qualified Local Government status has been extended.

Sincerely,



James R. Frederick, Director
Office of Planning and Quality Growth

JF/rbh

cc: Dan Reuter, Atlanta Regional Commission Land Use Division Director
Jared Lombard, Atlanta Regional Commission Planner
Jon West, DCA Area Planner
Rebecca Born, DCA



60 Executive Park South, N.E. • Atlanta, Georgia 30329-2231 • 404-679-4940

www.dca.state.ga.us

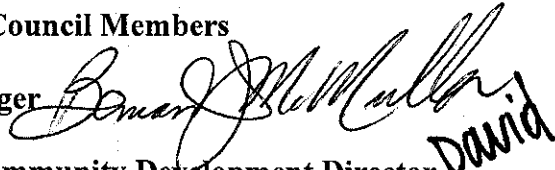
An Equal Opportunity Employer



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Interim Community Development Director *David*

DATE: July 7, 2009

SUBJECT: Request to approve Step One annexation application – Plantation Center at Starr's Mill tract (SR 74 South)
July 16, 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.

Request to approve Step One annexation application – Plantation Center tract

July 7, 2009

Page 2

Application:

Southern Pines Plantation Commercial Group desires to annex approximately 18 acres of the overall 80-acre Plantation Center at Starr's Mill office/ retail tract into the city limits of Peachtree City. The property is currently located within unincorporated Fayette County and was rezoned to accommodate a retail and office development several years ago. The overall tract includes 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 overall site has been approved for 177,200 SF of office and retail space.

The 18-acre tract being considered for annexation is immediately south of and adjacent to the Meade Field sports complex. The Applicant is proposing that 14.14-acres be donated to the city for the future expansion of the sports complex and the remaining 3.86 acres be designated for commercial use.

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 officially notify the County that an annexation application has been received.

Budget impact:

Budget impacts for this development would be analyzed as a part of the Step Two annexation application.

Attachments

Step One: Initial annexation information

The following information is to be completed by the property owner and/or their agent and submitted to the City Planner for review and distribution. This form provides basic project information that will allow City Staff to determine if the annexation request and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan.

I. Contact information:

Owner(s) of property: SPP Commercial Group, LLC
Mailing address: 6501 Peake Road, Building 800
City, State, Zip: Macon, Georgia 31210
Telephone: (478) 477-0000
Fax: (478) 477-2111
E-mail address: jim@sppcommercial.com

Agent(s) for owner: Seyfarth Shaw LLP
Mailing address: One Peachtree Pointe, 1545 Peachtree Street, N.E., Suite 700
City, State, Zip: Atlanta, Georgia 30309
Telephone: (404) 885-6704
Fax: (404) 724-1704
E-mail address: cwestmoreland@seyfarth.com

(Note: A certified letter must be submitted by all Owners of Record of the subject property indicating they are aware of this request and that they acknowledge this application is being submitted by their agent, if applicable.)



6501 Peake Road
Building 800
Macon, Georgia 31210
(478) 477-0000
Fax (478) 477-2111
www.sppcommercial.com

June 1, 2009

Mr. Carl Westmoreland
Seyfarth Shaw Law Firm
One Peachtree Pointe
1545 Peachtree Street N.E.
Suite 700
Atlanta, Ga. 30309-2401

Re: Peachtree City Annexation for SPP Commercial Group, LLC.

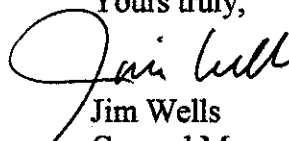
Dear Carl,

This letter shall serve as official notice that you, along with Jessica Hill, Attorney's with the Seyfarth Shaw Law Firm, are hereby authorized to act as our agents in the application for annexation of land owned by the SPP Commercial Group, LLC located on Georgia Highway 74 and Redwine Road, Fayette County, Georgia.

Should there be any questions or if anyone needs further clarification, please feel free to contact me.

Thank you for your assistance with these important matters.

Yours truly,


Jim Wells
General Manager



II. Project information

Gross acreage: 18 acres (Tract 1 = 3.86 acres; Tract 2 = 14.14 acres)

Acreage of lakes, floodplain, wetland, streams and associated buffers, etc.: 2.6 acres wetland

Net developable acreage: 14.44 acres

1660 linear feet of
stream

Current zoning classification (include copy of appropriate zoning ordinance and current Zoning Map of general vicinity): CC and AR

Current Land Use designation (include copy of appropriate land use description and current Land Use Map of general vicinity): Commercial and Rural Residential

Location of property:

(Note: A Legal Description and a Boundary Survey identifying the relationship between the current city limits and the property being considered for annexation must be submitted as a part of this application.)

The subject property is located on the south side of SR 74, at the existing boundary line between Peachtree City and Fayette County.

Brief description of proposed project:

(Note: Identify type of development or uses, such as commercial, industrial, residential, etc.; and provide projected size of development, such as floor area in square feet, number of employees, number of lots or housing units, etc.)

See attached.

Brief Description of Proposed Project

SPP Commercial Group, LLC. is seeking annexation for a portion of Fayette County Parcel # 0603 006 01 consisting of approximately eighteen acres. We are asking that parcel 1, the road frontage portion containing 3.86 acres be zoned GC with conditions and parcel 2 containing 14.14 acres be zoned open space. The intent and purpose of this annexation/rezoning is to allow for the future expansion of Meade Field on the 14.14 acre parcel, the development of commercial uses on the 3.86 acre parcel and the construction of sanitary sewer throughout the entire site to serve the SPP Commercial Group's property, surrounding city parcels and the Fayette County Animal Shelter.

All that tract or parcel of land lying and being in Land Lots 17 and 18 of the 6th District Fayette County, and is more particularly described as follows:

Commence at the point of intersection of the southerly right-of-way line of State Highway #74 (right-of-way varies) with the westerly land lot line of Land Lot 18;

THENCE along said land lot line South 00 degrees 40 minutes 16 seconds West for a distance of 309.91 feet to a ½" rebar set and the Point of Beginning;

THENCE leaving said land lot line North 88 degrees 38 minutes 15 seconds East for a distance of 549.78 feet to a ½" rebar set;

THENCE South 01 degrees 07 minutes 29 seconds East for a distance of 395.27 feet to a ½" rebar set;

THENCE South 04 degrees 09 minutes 13 seconds West for a distance of 249.32 feet to a ½" rebar set;

THENCE South 04 degrees 09 minutes 13 seconds West for a distance of 149.93 feet to ½" rebar set;

THENCE South 22 degrees 09 minutes 46 seconds West for a distance of 404.02 feet to a ½" rebar set;

THENCE South 84 degrees 24 minutes 07 seconds West for a distance of 391.90 feet to the westerly line of Land Lot 17 and a ½" rebar set;

THENCE along said westerly line and the westerly line of Land Lot 18 North 00 degrees 40 minutes 16 seconds East for a distance of 1192.79 feet to the Point of Beginning;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 14.14 acres more or less.

All that tract or parcel of land lying and being in Land Lot 18 of the 6th District Fayette County, and is more particularly described as follows:

Begin at the point of intersection of the southerly right-of-way line of State Highway #74 (right-of-way varies) with the westerly land lot line of Land Lot 18;

THENCE along said right-of-way North 85 degrees 30 minutes 07 seconds East for a distance of 119.87 feet to a point;

THENCE along a curve to the right having a radius of 5925.00 feet and an arc length of 278.29 feet, being subtended by a chord of North 86 degrees 50 minutes 51 seconds East for a distance of 278.27 feet to a point;

THENCE South 01 degrees 48 minutes 25 seconds East for a distance of 81.00 feet to a point;

THENCE along a curve to the right having a radius of 5844.00 feet and an arc length of 97.40 feet, being subtended by a chord of with a chord bearing of North 88 degrees 40 minutes 14 seconds East for a distance of 97.40 feet to a point;

THENCE North 00 degrees 51 minutes 07 seconds West for a distance of 81.00 feet to a point;

THENCE along a curve to the right having a radius of 5925.00 feet and an arc length of 51.53 feet, being subtended by a chord of with a chord bearing of North 89 degrees 23 minutes 50 seconds East for a distance of 51.53 feet to a point;

THENCE leaving said right-of-way South 00 degrees 26 minutes 00 seconds East for a distance of 18.18 feet to a point;

THENCE South 00 degrees 19 minutes 26 seconds West for a distance of 306.18 feet to a ½" rebar set;

THENCE South 88 degrees 38 minutes 15 seconds West for a distance of 549.78 feet to the westerly line of Land Lot 18 and a ½" rebar set;

THENCE along said westerly line North 00 degrees 40 minutes 16 seconds East for a distance of 309.91 feet to the point of beginning;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 3.86 acres more or less.

Date	Drawn By	Check By	Scale	Rev.	Description
4/24/09	TI	SDG	1" = 100'		
Project #	00015.03				

BOUNDARY SURVEY
FOR
SOUTHERN PINE PLANTATIONS
COMMERCIAL GROUP LLC

LAND LOTS 27 & 28 OF THE 6TH DISTRICT, FAYETTE COUNTY, GEORGIA

DRAWING NO.
V-00015.03-1

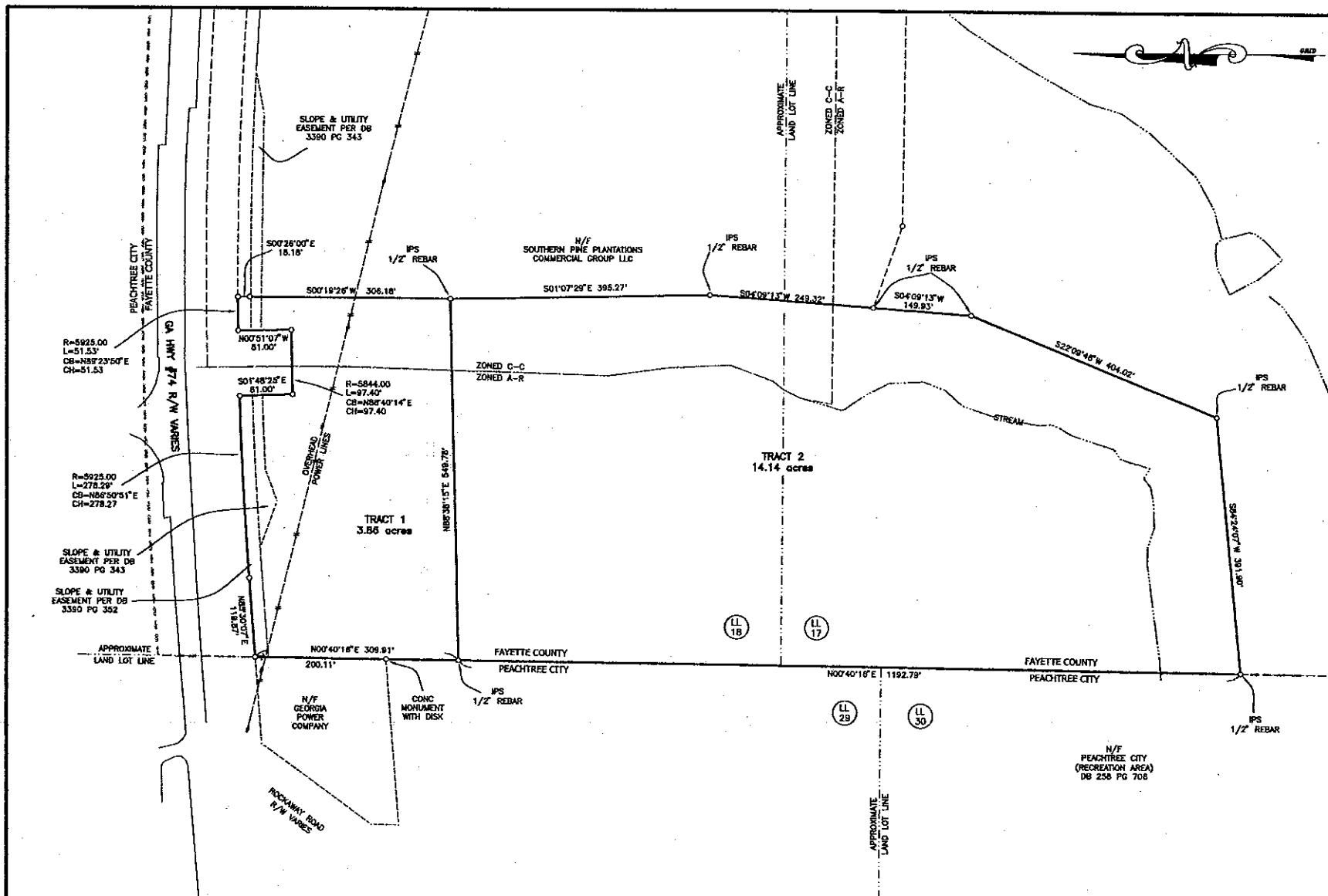


This survey and plot were performed under my direct supervision, and is a true and correct representation of existing conditions and meet the minimum requirements of law. Both angle and distance were measured electronically. The angles closed better than 5 seconds per angle point. The linear error of closure was better than one foot within fifteen thousand feet. The plot has been checked for closure and is mathematically correct, namely one foot within fifteen thousand feet.

Integrated Science & Engineering

Scott D. Grusenmeyer RLS 3130

DATE OF FIELD WORK : 4/23/09



NOTE:
NO GEODETIC CONTROL MONUMENT FOUND
WITHIN 500 FEET OF THE PROPERTY.

EQUIPMENT UTILIZED:
ANGULAR - TOPCON GPT-3003
LINEAR - TOPCON GPT-3003 EDM

REFERENCES
PLAT BOOK 31 PAGE 170
DEED BOOK 3390 PAGE 343
DEED BOOK 2033 PAGE 140
DEED BOOK 2699 PAGE 24

III. Relationship to Comprehensive Plan

Provide a brief overview as to how the annexation request and proposed development may or may not be compatible with the established goals within the City's Comprehensive Plan:

- **Housing**

Provide a broad range of housing opportunities with an appropriate mix of homes regarding size, type, price, and location in order to satisfy the needs of new and future residents while ensuring natural pleasing surroundings.

(If applicable, identify the type and number of residential units that are proposed, current and projected on-site and adjacent zoning and densities, price ranges, amenities, etc.)

- **Commercial**

Provide commercial facilities concentrated in the four village centers already established that serve the needs of the residents of that Village. Ensure that these facilities do not adversely affect the adjoining residential areas, the environment, or existing traffic patterns.

(If applicable, identify the projected square footage of proposed retail and commercial development and how this might impact the existing Village retail centers. Additionally, identify projected traffic impacts and how this might impact existing roadways.)

- **Economic Development**

To maintain a diversified economy that encourages high paying, quality jobs, and maximum tax contribution while meeting the requirements of a healthy environment.

(Explain how the proposed annexation may impact existing population, employment, tax revenue, etc.)

- **Transportation**

Establish and maintain a comprehensive system of transportation that provides for safe and convenient circulation through and around the city including roads, cart paths and ride share services.

(Identify how the proposed annexation and subsequent development might impact existing traffic patterns, roadways, etc. and what is planned to mitigate these impacts, how the property will be interconnected with the City's multi-use path system, and what measures will be implemented to reduce traffic congestion associated with the proposed development.)

- **Recreation**

Continue to provide a full range of recreational facilities and programs which serve to satisfy the needs of individual neighborhoods, and the community as a whole.

(If applicable, identify what recreational amenities will be incorporated into the proposed development and how this will serve the needs of the existing residents of Peachtree City.)

▪ **Land Use**

Establish appropriate land uses in areas that are suitable for development that would not endanger but protect the surrounding environment and aesthetics.

(Identify what type of land use would be proposed for the development and how this would be compatible with the existing land use patterns within the general vicinity.)

▪ **Natural Resources**

Protect the natural environment by prohibiting development in identified environmentally sensitive areas and continuing to expand city greenbelts and open space areas.

(Identify wetland areas, flood plains, streams and other environmentally sensitive areas and what measures would be taken to protect these areas from development. Also, identify what, if any, property might be donated to the City as greenbelt.)

▪ **Community Service and Facilities**

Continually provide adequate levels of service in all areas as needed for the residents of Peachtree City.

(Identify projected impacts the proposed development might have on emergency services, including police and fire, as well as sanitary sewer and water services.)

▪ **Community Aesthetics**

To preserve and enhance the visual image and appearance of the community.

(Identify how the proposed development will blend in with the existing development throughout the community, to include buffers, landscaping, signage, architectural detail, etc. and whether or not you intend to adopt architectural standards or an overlay district for the proposed development.)

▪ **Planning**

To continue to provide the city with a planning process that encourages citizen participation in every decision.

(Identify how you plan to develop the overall plan for the proposed development, to include workshops, design charrettes, neighborhood meetings, etc. and how you plan to garner public support for the proposed development.)

III. Relationship to the Comprehensive Plan

The proposed annexation of eighteen acres from Fayette County into Peachtree City is compatible with the established goals within Peachtree City's Comprehensive Plan. The subject property is located on the State Route 74 corridor which is primarily developed with industrial and commercial uses in this area. Nearby properties are developed with Starrs Mill High School, Rising Starrs Middle School, Peeples Elementary School, public recreation fields known as Meade Field, a single family neighborhood, the Fayette County Animal Shelter and the Wilshire Pavilion shopping center. Upon annexation, the applicant proposes to develop 3.86 acres with a commercial use and 14.14 acres will be donated to Peachtree City for an addition to Meade Field. Sanitary sewer facilities will also be constructed throughout the site to serve the applicant's property, surrounding Peachtree City parcels and the Fayette County Animal Shelter.

The Comprehensive Plan provides for the following: (a) Housing; (b) Commercial; (c) Economic Development; (d) Transportation; (e) Recreation; (f) Land Use; (g) Natural Resources; (h) Community Service and Facilities; (i) Community Aesthetics; and (j) Planning. Items (a), (c) and (d) are not applicable to this proposal based on the proposal. The proposed commercial use will supplement the other commercial uses in this corridor and will be consistent with the Wilshire Pavilion development and adjacent property in Fayette County. The property being donated to the City will enable the City to expand the existing Meade Field facilities to provide additional ball fields and other outdoor recreation amenities for public use. The land uses proposed are consistent with the commercial and open space land uses immediately adjacent to and nearby the subject property. The proposal protects natural resources by adding additional open space to Meade Field and preserving the existing stream and wetlands on the subject property. Use of the property for a limited commercial use and for open space will not have a detrimental effect on emergency services due to the nature of the uses and will benefit the existing utilities through the installation of sanitary sewer facilities within the City boundaries to service the adjacent properties and the Fayette County Animal Shelter. The proposal preserves the aesthetics of the community through the donation of additional open space for community use. In connection with the rezoning and annexation application, the applicant will offer to meet with property owners in the immediate area and Fayette County and Peachtree City staff and officials to discuss the proposal.

STATE OF GEORGIA

COUNTY OF FAYETTE

RESOLUTION

NO. 1057A-00

WHEREAS, Carl E. Westmoreland, Jr., Attorney appearing on behalf of Starrs Mill, LLC, having come before the Fayette County Board of Commissioners on the 14th day of December, 2000 requesting an amendment to the Fayette County Zoning Map pursuant to "The Zoning Ordinance of Fayette County, Georgia, 1980"; and

WHEREAS, said request being as follows: To rezone 21.82 acres from A-R to C-C to develop retail/commercial uses and to rezone 5.79 acres from A-R to O-I to develop office uses. This property is located in Land Lots 17 and 18 of the 6th District and fronts on S.R. 74 South; and

WHEREAS, the Fayette County Board of Commissioners having duly convened and considered said request; and

NOW, THEREFORE, be it resolved that the decision of the Fayette County Board of Commissioners on December 14, 2000, was that the request to rezone the subject property be approved O-I and C-C conditional subject to the following enumerated conditions. Where these conditions conflict with the provisions of the Zoning Ordinance, these conditions shall supersede unless otherwise specifically stipulated by the Board of Commissioners.

1. The proposed center shall exclude provision of any and all of the following uses: amusement or recreational facility (including pool halls or pinball or electronic game rooms); auto parts or tire stores; college or university; gunsmith; novelty shop; private club or lodge; school; taxi service; television studio; automobile service station or convenience store; and dry cleaning plant. (This condition is self-imposed by the applicant as stated in Letter of Intent).
2. Prior to the issuance of a Certificate of Occupancy for the development, the owner/developer shall be required to complete at their expense, all improvements recommended in the revised traffic study dated October 2, 2000 by Gresham, Smith and Partners. (This condition is required to ensure that safe vehicular travel and pedestrian access from the intersection of S.R. 74 South and Redwine Road to the proposed development is provided).

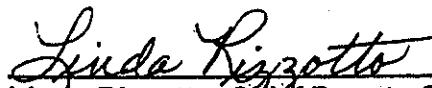
3. The proposed development shall be required to comply with all the requirements of the S.R. 54 West Overlay including signage. See attached 7.6 Transportation Corridor Overlay Zone. (This condition is to ensure that restrictions for architectural standards, landscaping, and signage be in place to reduce the negative impacts on adjacent uses).
4. The A-R portion of the development (for off-site septic field, off-site replacement septic field, off-site detention, park/open space consisting of wetlands and streams with watershed protection requirements) shall remain as Park/Open Space as indicated on the Concept Plan. (This condition is to ensure that future use of the property does not conflict with the areas designated for off-site septic and detention for the proposed non-residential uses).
5. Ingress/egress for the proposed development shall be restricted to the two (2) access drives from S.R. 74 South indicated on the Concept Plan and an inter-parcel access only from the existing daycare site. A drive from S.R. 74 South (along the southern boundary of the existing daycare site) to the proposed development shall be prohibited. (This condition is to ensure that truck traffic/deliveries utilize planned site circulation to reduce impact on the existing daycare and adjacent residential subdivision, and eliminate an additional curb cut with limited sight distance on S.R. 74 South).

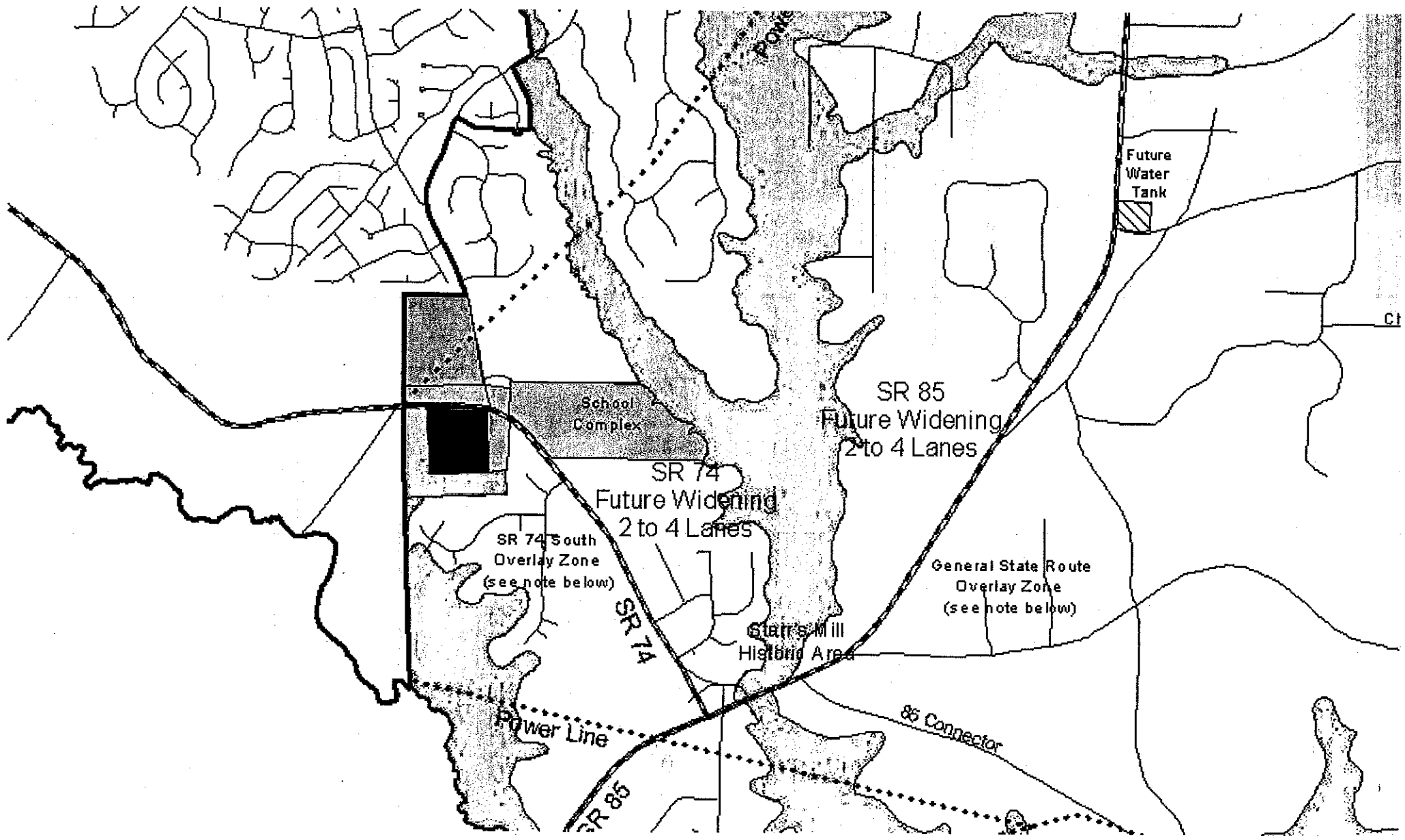
SO RESOLVED, this 14th day of December, 2000.

FAYETTE COUNTY BOARD
OF
COMMISSIONERS


Harold Bost, Chairman

Attest:

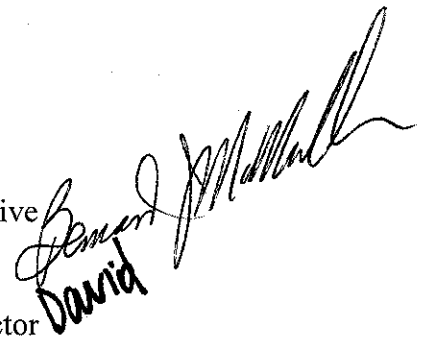

Linda Rizzotto, Chief Deputy Clerk



POSITION PAPER

Proposed Variance: 105 Woodsdale Drive
Lot 3, Beechwood subdivision

Interim Community Development Director
July 7, 2009



Situation:

Mr. And Mrs. Jerry Neese own the property located at 105 Woodsdale Drive within the Beechwood subdivision. The subject tract is 0.15 acres in size and is zoned GR-10 General Residential. The property is located within a cluster subdivision and adjoins a city-owned greenbelt to the rear.

The existing deck on the home encroaches 2.4' into the rear building setback. This encroachment can be corrected through the Administrative Variance process.

The Applicant desires to cover and enclose the existing deck with a screened porch. Because the existing deck encroaches into the rear building setback, the proposed addition would also encroach 2.4' into the 20' rear building setback.

In addition, the Applicant desires to extend the existing deck along the rear of the home. This new deck would extend 10' from the edge of the home and be 17' in length. The new deck would not be covered. The corner of the new deck would extend 4' into the 20' rear building setback.

In order to construct the covered screen porch and the new deck, the Applicant must first secure a variance from the city. The proposed encroachment meets the criteria for a special exception variance as defined in Section 1205 special exception variance of the city's zoning ordinance:

- a) *The proposed variance is recognized as having a potential impact on only the immediate neighborhood and adjoining properties;*
- b) *the proposed encroachment (4') is a decrease of not more than 25 percent of the minimum building setback (20');*
- c) *the property line in question and the associated building setback adjoins a city-owned greenbelt or open space; and,*
- d) *there is no other possible location on the property that would accommodate the proposed building expansion without encroaching into the established building setback*

The Variance Application and supporting documentation are included as Attachment "A".

Proposed Variance: 105 Woodsdale Drive

July 7, 2009

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Facts:

1. Lot 3 within the Beechwood subdivision is zoned GR-10 Residential which requires a minimum rear building setback of 20'.
2. The Foundation Survey provided when the home was constructed indicated the foundation of the home did not encroach into any of the established building setbacks (Attachment "B").
3. The Foundation Survey did not identify a patio or deck on the rear of the home, as these features would not have been constructed when the Foundation Survey was prepared.
4. The final grade for Lot 3 slopes down from Woodsdale Drive to the greenbelt behind the property. There is no less than a 6-foot change in grade from the front property line to the rear property line.
5. The home was constructed on a slab, with the front entrance to the home being at grade. The existing deck was constructed off of the ground floor area of the home. The deck extends 2.4' into the 20' rear building setback.
6. The existing encroachment meets the requirements of and can be corrected through the Administrative Variance process.
7. The Applicant desires to construct a roof over the existing deck and enclose the deck with a screened porch. Because the existing deck encroaches into the rear building setback, the proposed improvements would also encroach 2.4 into the 20' rear building setback.
8. The Applicant also desires to expand the existing deck. Based on the drawing provided by the Applicant, the proposed deck expansion would encroach 4' into the 20' rear building setback which equates to a 20% encroachment.
9. The rear property line abuts a city-owned greenbelt.
10. There is no formal Homeowner's Association within the Beechwood subdivision. The Applicant has indicated the proposed screened porch would blend in architecturally with the existing home.
11. The Applicant has provided letters from the adjoining property owners indicating their support of the proposed variance.

Proposed Variance: 105 Woodsdale Drive

July 7, 2009

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Discussion:

The grade of most of the lots on Woodsdale Drive slopes down from the right-of-way to the rear property and adjoining greenbelt. Lot 3 contains a change of grade of approximately 6' from front to back.

The existing home was constructed on a slab. Because of this, the front of the home is at grade and the rear of the home is approximately 4-5' above existing grade. The existing deck was constructed off of the main level of the home and is approximately 50" higher than existing grade at its tallest point. The existing deck extends 2.4' into the rear building setback.

A flowing stream and associated wetlands are located within the greenbelt behind the home. The Applicant has indicated they are unable to utilize the deck during certain portions of the year because of insects and mosquitoes associated with the stream. They desire to construct a roof over the existing deck and enclose this area with a screened porch. Because the existing deck currently extends 2.4' into the 20' rear building setback, these improvements would also extend into the rear building setback.

The Applicant also desires to expand the existing deck to provide an area for outside grilling. The drawing provided by the Applicant indicates the new deck would extend 17' along the rear of the home and 10' away from the home, which would align with the existing deck.

Because of the somewhat irregular shape of the lot and the placement of the existing home, both the proposed covered screened porch and the deck expansion would encroach into the established rear building setback.

The rear property line abuts a city-owned greenbelt. The covered screened porch and the deck expansion would not be visible from the street.

To accommodate both, a variance of 4' would be necessary. The application meets the criteria for a special exception variance.

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;**

Proposed Variance: 105 Woodsdale Drive

July 7, 2009

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Staff findings:

- The subject tract is located within an approved cluster subdivision with small lots. Many of the homes extend from building setback to building setback.
- The existing home was constructed on a slab and the existing deck was constructed off of the ground floor. The existing deck encroaches 2.4' into the rear building setback.
- The floor of the existing deck is approximately 50" from ground level. The proposed deck expansion could not be constructed at the same level as the existing deck without first securing a variance.
- The rear property line of the subject tract adjoins the side property line in an acute angle, which reduces the amount of usable space between the rear of the home and the rear property line.
- The rear property boundary adjoins a city-owned greenbelt.

- (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

- The minimum rear building setback within the GR-10 General Residential zoning district is 20'.
- The existing home complies with this building setback. The deck on the rear of the home encroaches 2.4' into the required 20' rear building setback. The existing encroachment can be corrected through the Administrative Variance process.
- The proposed covered screened porch would not encroach any further into the setback than the existing 2.4' encroachment. A variance of 2.4' would be required to permit this construction.
- The proposed deck expansion, if constructed at the same level as the existing deck, would further encroach into the required 20' rear building setback. A variance of 4' would be required in order to permit this construction.
- Both the proposed covered screened porch and the proposed deck expansion meet the criteria for a special exception variance.

- (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;**

Proposed Variance: 105 Woodsdale Drive

July 7, 2009

Page 5

Staff findings

- *The rear of the subject lot is irregularly shaped and the rear property line is not parallel to the rear of the home.*
- *The majority of the other lots within this phase of the subdivision are rectangular in shape.*
- *The rear property boundary abuts a city-owned greenbelt*
- *The proposed covered screened porch and deck expansion would encroach into the rear building setback adjoining this greenbelt.*
- *The proposed covered screened porch and deck expansion would not be visible from the street.*

- (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

- *The minimum rear building setback within the GR-10 General Residential zoning district is 20'.*
- *To date, there have been no variance requests for any lot within the Beechwood subdivision.*
- *Neither the proposed covered screen porch nor the proposed deck expansion would impact the homes on either side of the subject tract or any of the surrounding properties.*

- (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

- *The Beechwood subdivision was platted in 1998 and is fully developed.*
- *The proposed addition would provide additional usable space for the Applicant.*
- *There is no Homeowner's Association within the Beechwood subdivision. The proposed addition would be similar in design to the architecture and color scheme of the existing home.*
- *The Applicant has provided letters of support from the adjoining property owners indicating their approval of the variance request.*

Proposed Variance: 105 Woodsdale Drive

July 7, 2009

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

Staff findings:

- *Many of the discussions pertaining to the update to the city's Comprehensive Plan included a need to include provisions to protect the character of existing neighborhoods as well as to encourage redevelopment and reinvestment within these neighborhoods.*
- *The Applicant desires to enhance the property with this addition.*
- *There will be no detrimental impact to the existing home or the neighborhood.*

Recommendation:

Staff recommends that a special exception variance be approved subject to the following understandings and conditions:

1. *The Applicant shall apply for an Administrative Variance to correct the existing 2.4' encroachment into the 20' 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 4' into the required 20' rear building setback as shown 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.*

Attachments



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.ORGAdmin. Variance Fee: \$25.00
Variance Fee: \$250.00

Receipt # 00154603

Date Filed 6/8/09

Case # V-2009-04

Office Use Only

VARIANCE LOCATION	Street Address <u>105 Woodsdale Drive</u> <u>Peachtree City, GA 30269</u>	PROPERTY OWNER	Name <u>Jerry M. Neese</u> Phone <u>770-632-0322</u> - Cell <u>404-461-1148</u> Email <u>jerryneese@aol.com</u>
	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 INFO Subdivision: <u>Beechwood</u> Phase: _____ Lot # <u>3</u>
APPLICANT	Name <u>Jerry M. Neese</u> Address <u>105 Woodsdale Drive</u> City, State, Zip <u>Peachtree City, GA 30269</u> Phone # <u>770-632-0322</u> (Cell <u>404-461-1148</u>) Email <u>jerryneese@aol.com</u>		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)

ADMINISTRATIVE VARIANCE	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? <u>7 1/2</u> Years 5.) What is the required setback? <u>320</u> Feet 6.) How much of a variance is being requested? <u>3</u> 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) <u>Screen existing deck</u> <u>add new deck</u> <u>Hyland Developers - Jimmy Halligan</u>
-------------------------	---	--

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: Jerry Neese / Alta Neese Date 6-8-09

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____	☐ Approved ☐ Denied
Date of Acceptance: _____	Date of Hearing: _____	☐ 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 hereby 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: <u>David E. Rast</u>	Date of Acceptance: <u>06-22-09</u>	Date of Public Hearing: <u>07-16-09</u>

June 4, 2009

To Whom It May Concern:

The original builder, Jimmy Halligan of Hyland Developers, built a 12X14 foot deck on the house on Lot 3, Beechwood, 105 Woodsdale Drive, Peachtree City, GA. We have owned the property since October 2002. It was bought directly from Hyland Developers. We had the property surveyed to be sure of property lines before asking Peachtree City to permit this project. It was discovered that the deck is 21/2 feet on west end and 1 foot on east end over the building line. We request that a variance be granted to allow us to build a screened porch using the existing deck as the floor. We also would like to build an adjoining open deck, 12x14 feet, adjacent to the porch and at the same level as the porch.

This property backs up to the green belt and a small stream. The green belt is nice but the creek does sometimes make a place for mosquitoes to breed. We need this screened porch so we have an area to be outside and protected from mosquitoes and other insects. At present we cannot use our deck because of the mosquitoes. We are built on a slab so the deck is our only place to be outside. It is shady in the evening and would be a perfect place to relax if it were screened. In years to come it could be our only outlet to enjoy the outside. We need the new deck to have a place to use our grill.

We have contacted our neighbors and explained what we want to do. A letter with signatures of neighbors is enclosed. Any consideration that can be given this request will be greatly appreciated.


Jerry Neese, Homeowner

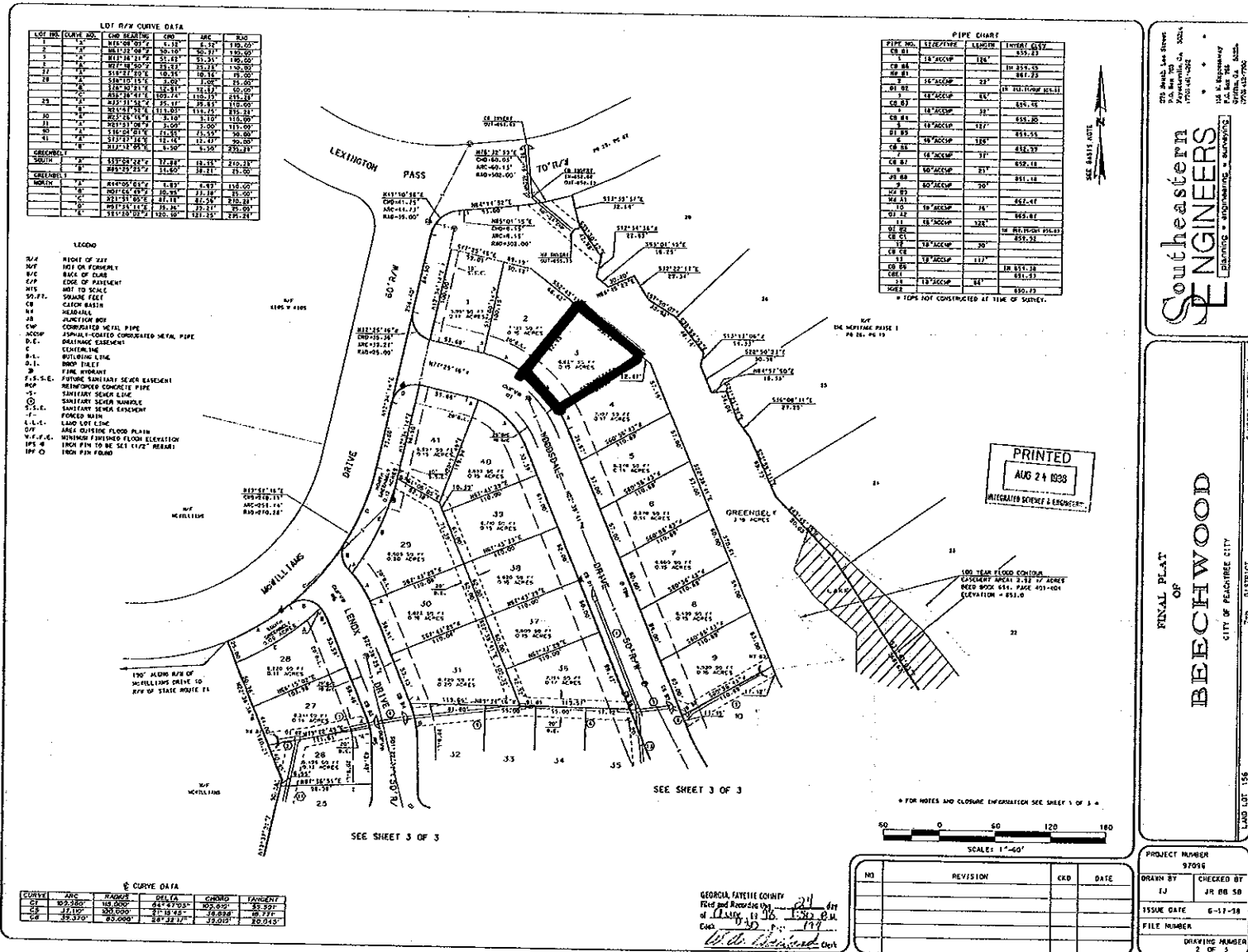
Date: 6-8-09

Alta Neese, Homeowner



Date: 6-8-09

s3 slab



LOT 3
BEECHWOOD
CITY OF PEACHTREE CITY
PLAT BOOK 30, PAGES 193-195.

PREPARED FOR:
JERRY NEESE
LAND LOT 156, 7TH DISTRICT
FAYETTE COUNTY, GA.
CITY OF PEACHTREE CITY
SCALE: 1" = 20'
DATE OF DRAWING: 05-18-09
DATE OF SURVEY: 05-18-09

LEGEND

R/W	RIGHT-OF-WAY
B/L	BUILDING LINE
S/D	SUBDIVISION

ZOING = GR - 10
FRONT YARD SETBACK = 15 FEET - OR AS SHOWN
(GARAGE CAN BE CLOSER THAN 20')
REAR SETBACK = 20'
SIDE SETBACK = 0'
(MAINTAIN A 10' FOOT MIN. SEPARATION BETWEEN
DWELLINGS WITH A 20' BUILDING SEPARATION
EVERY 10 DWELLINGS PER STATE CODE.)

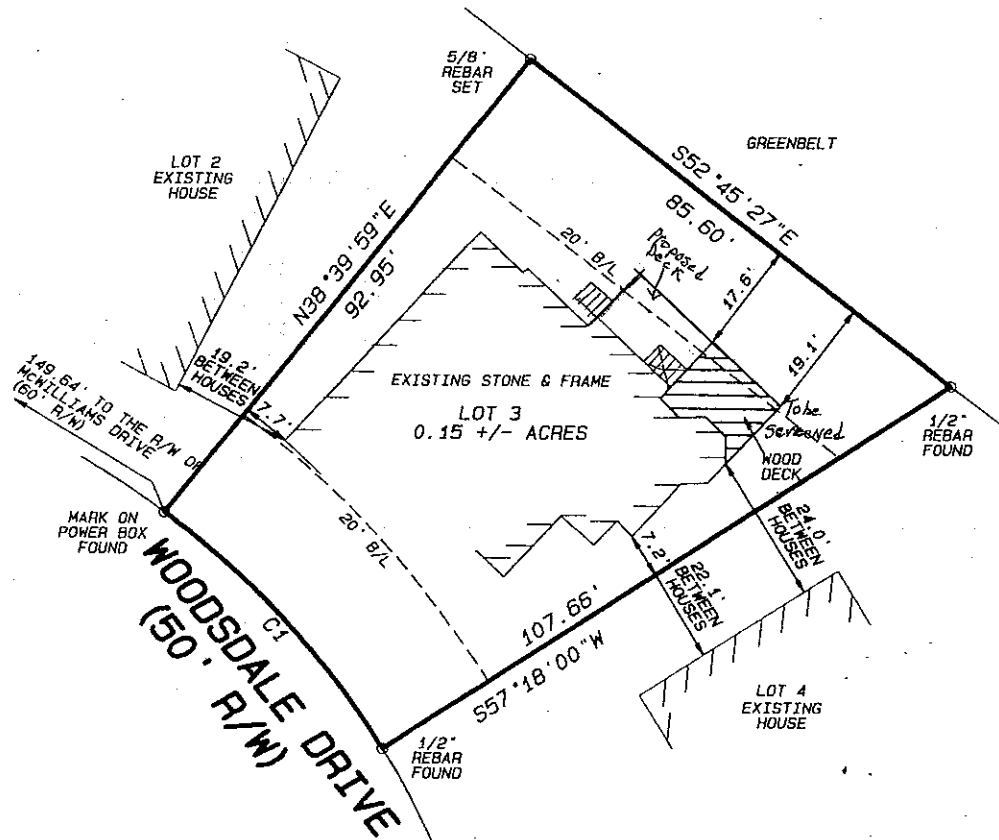
This plat prepared for the purpose of showing the WOOD DECK LOCATION for the building department, and NOT to be used or recorded for any other purposes, such as transfer of title of land.

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.

```
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+
```

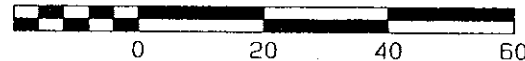
In my opinion, this property does not
lie within the 100 year flood plain as
shown on the FLOOD INSURANCE
RATE MAP.
No: 13113C 0086E
Dated: SEPTEMBER 26, 2008

NORTH BASED ON
SUBDIVISION PLAT
PLAT BOOK 30, PAGES 193-195.



LINE	ARC	CHORD BEARING	RADIUS	CHORD
C1	51.94'	N43°36'42"W	140.00'	51.64

GRAPHIC SCALE 1"=20'



Land Surveyors - Planners
160 GREENCASTLE ROAD SUITE B TYRONE, GA 30290
PH. 770-486-7552 Fax: 770-486-0496

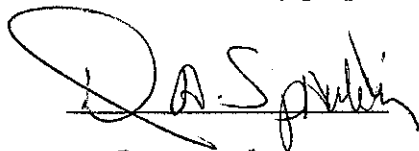
W. D. GRAY

AND ASSOCIATES, INC.

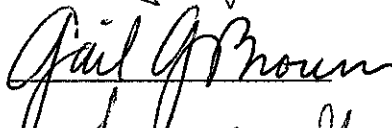
June 2, 2009

To Whom It May Concern,

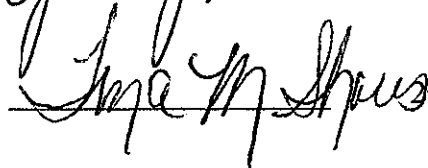
My property is adjacent to the property of Jerry and Alta Neese at 105 Woodsdale Drive, Lot 3, Beechwood sub division. I have seen the proposed plans to screen in their existing deck and to build an additional deck. I feel it is an acceptable plan and will not be detrimental to my property.



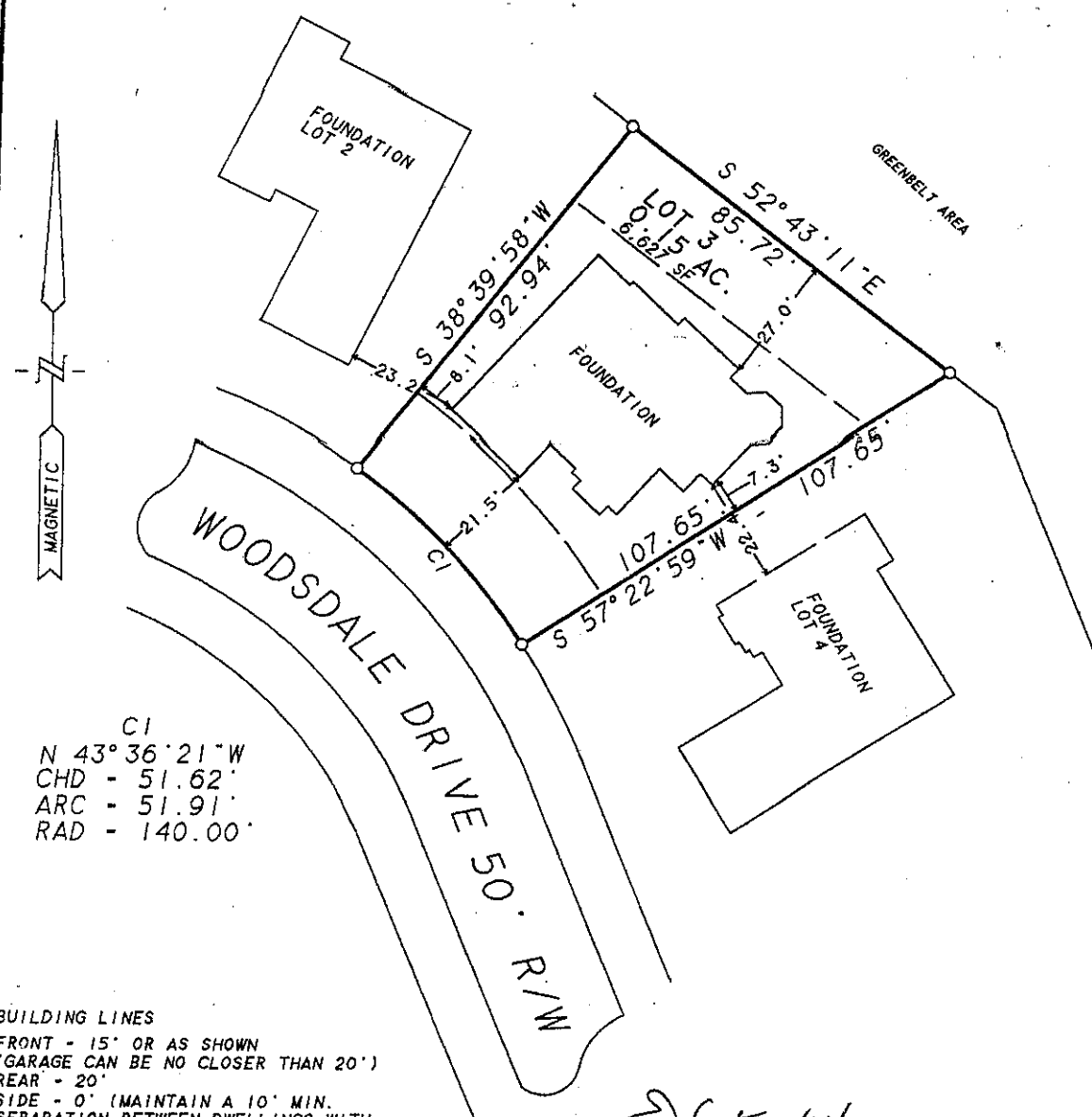
103 Woodsdale Drive, Peachtree City, GA 30269



100 Lexington Pass, Peachtree City, GA 30269



202 Southwick Lane, Peachtree City, GA 30269



BUILDING LINES
 FRONT - 15' OR AS SHOWN
 (GARAGE CAN BE NO CLOSER THAN 20')
 REAR - 20'
 SIDE - 0' (MAINTAIN A 10' MIN.
 SEPARATION BETWEEN DWELLINGS WITH
 A 20' BUILDING SEPARATION EVERY 10
 DWELLINGS PER STATE CODE.)

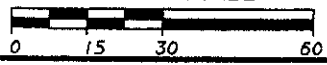
LEGEND

RBF-RE-BAR FOUND
 RBS-RE-BAR 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

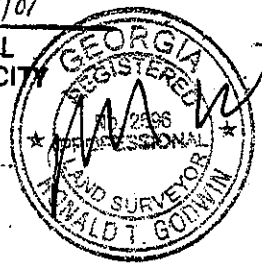
CLOSURE DATA
 FIELD CLOSURE-1" IN 10,000+
 ANGLE POINT ERROR- $\leq$ 20"
 EQUIPMENT USED-E.D.M. & THEODOLITE
 ADJUSTMENT METHOD-COMPASS RULE
 PLAT CLOSURE-1" IN 100,000+

THIS PROPERTY DOES NOT LIE WITHIN A 100
 YEAR FLOOD PLAIN. AS PER REFERENCE PLAT

GRAPHIC SCALE



6/28/01
BUILDING OFFICIAL
CITY OF PEACHTREE CITY



PREPARED FOR:

HYLAND DEVELOPERS, INC.

SHEET 1 OF 5

SUBDIVISION: BEECHWOOD		P.B. 30	Pg. 193
LOT: 3	LAND LOT: 156	DATE: 6/25/2001	
BLOCK:	DISTRICT: 7 th	F.W.P.D. 6/22/2001	
SCALE: 1" = 30'	COUNTY: FAYETTE, GA.	JOB NO.: 00-1079	

DELTA SURVEYORS, INC.

P.O. BOX 571 FAYETTEVILLE, GA. 30214
 770\460\9342 FAX 770\460\7114

deltasurvey@aol.com

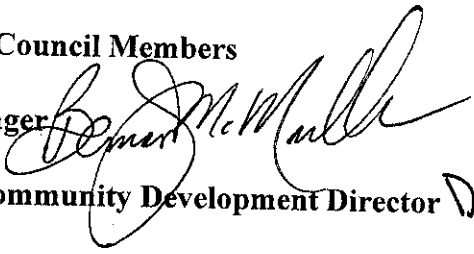


JOHN 3:16

Attachment "B"

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
VIA: City Manager 
FROM: Interim Community Development Director *David*
DATE: July 10, 2009
SUBJECT: Consider variance request to building setback (123 Crown Court)
July 16, 2009 City Council Agenda

Recommendation:

Continue request to August 6 City Council meeting.

Discussion:

During Staff's review of the request for variance application and supporting documentation, it was discovered there may have been an error when the ordinance amendment for reducing the rear building setbacks within the Cardiff Park subdivision was codified that conflicts with the actions taken by Council. Staff is researching this issue and will provide an update to City Council at the August 6 meeting.

Additionally, Staff received a letter from the Cardiff Park Community Association Board indicating that currently they do not support the proposed addition as designed or the variance request.

Staff has spoken with the Applicant and they concur with continuing this request.

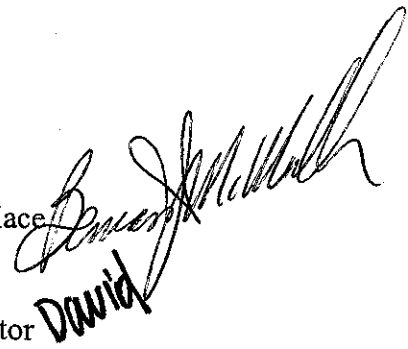
Budget impact:

There are no budget impacts associated with this request.

POSITION PAPER

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

Interim Community Development Director
July 8, 2009



David

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.

Proposed Variance: 128 Century Park Place

July 8, 2009

Page 2

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.*

Proposed Variance: 128 Century Park Place

July 8, 2009

Page 3

- *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*

Proposed Variance: 128 Century Park Place

July 8, 2009

Page 4

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.*

Proposed Variance: 128 Century Park Place

July 8, 2009

Page 5

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



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 <u>128 Century Park Place</u> <u>Peachtree City Ga. 30269</u>	PROPERTY OWNER	Name <u>Clarence White</u>
	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		Phone <u>(404) 374-8001</u>
APPLICANT	Name <u>Clarence White</u>	PROPERTY INFO	Email <u>esec35@aol.com</u>
	Address <u>128 Century Park Place</u> City, State, Zip <u>Peachtree City Ga. 30269</u> Phone # <u>(404) 374-8001</u> Email <u>esec35@aol.com</u>		Subdivision: <u>Centennial</u> Phase: <u>5</u> Lot # <u>239</u>
		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)

SPECIAL EXCEPTION	1.) Is a current survey included with the application?	☒ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Does the application pertain to a zoning setback?	☐ Yes ☒ No	
	3.) Is the violation an existing setback violation?	☐ Yes ☒ No	<u>Basketball court is partially off property line.</u>
	4.) How long has the violation existed?	<u>1</u> Years	
	5.) What is the required setback?	<u>20</u> Feet	
	6.) How much of a variance is being requested?	<u>12 1/2</u> Feet	
7.) Were you the owner of the property when the violation occurred? (If not, who was?)		☐ Yes ☐ No	

SPECIAL EXCEPTION	1.) Is a current survey included with the application?	☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Has property been rezoned or deed restrictions?	☐ Yes ☐ No	
	3.) Is the violation an existing setback violation?	☐ Yes ☐ No	
	4.) Application for a bidg setback, fence, or parking?	(Circle One)	
	5.) What is the required setback, height, or spaces?		
	6.) How much of a variance is being requested?		

VARIANCE	Please review the ordinances and instructions on the back of this page.		Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	1.) Is a current survey included with the application?	☐ Yes ☐ No	
	2.) How much of a variance is being requested?	<u> </u> Feet	
	3.) Were you the owner of the property when the violation occurred? (If not, who was?)	☐ Yes ☐ No	

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: _____	Signature: _____
Date of Acceptance: _____	Date of Hearing: _____
☐ Approved ☐ Rejected ☐ 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 hereby 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: <u>David E. Rast</u>	Date of Acceptance: <u>06-17-09</u> Date of Public Hearing: <u>07-16-09</u>

www.peachtree-city.org

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:

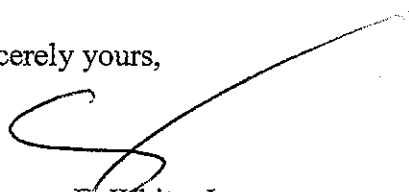
I am asking your consideration for a variance for a few feet of land that a portion of my basketball court currently sits upon.

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,

A handwritten signature in black ink, appearing to be "Clarence E. White, Jr.", written over a horizontal line.

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

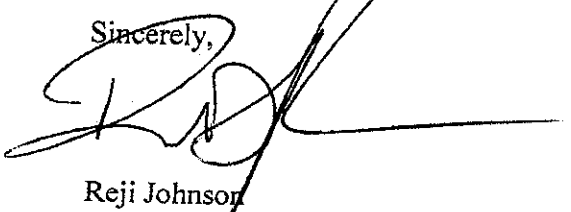
Dear City Council:

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

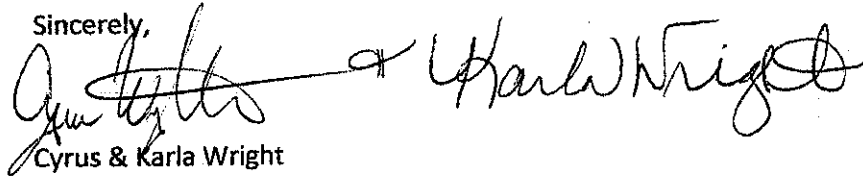
Re: White Basketball Court

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,

A handwritten signature in black ink, appearing to read "Cyrus & Karla Wright", written over a horizontal line.

(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.

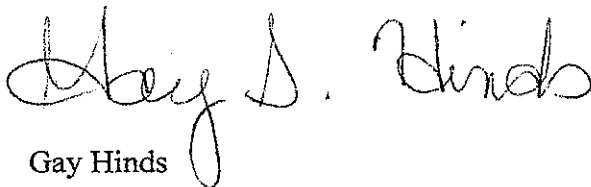
Mr. and Mrs. White have previously served on the association committees, hosted movie nights for the neighborhood children, started a mommy and me group for the stay-at-home moms, volunteered to start up a neighborhood watch program and countless hours towards improving the lifestyle of all who live 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,

A handwritten signature in cursive script that reads "Gay S. Hinds". The signature is written in dark ink and is positioned above the printed name.

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.

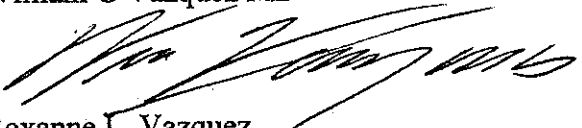
In our opinion the basketball court behind the White's home is an asset to our neighborhood and to the children who play there. Our son, Will (soon to be 8 yrs of age) enjoys playing on the court with Clarence III, and many of their friends in the neighborhood. We see no present problem, or future problems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

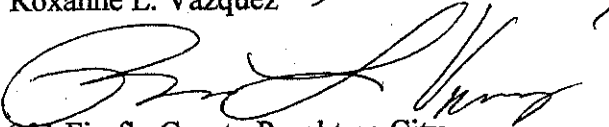
Thanking you in advance for your kind attention to this matter,

Sincerely,

William G Vazquez MD



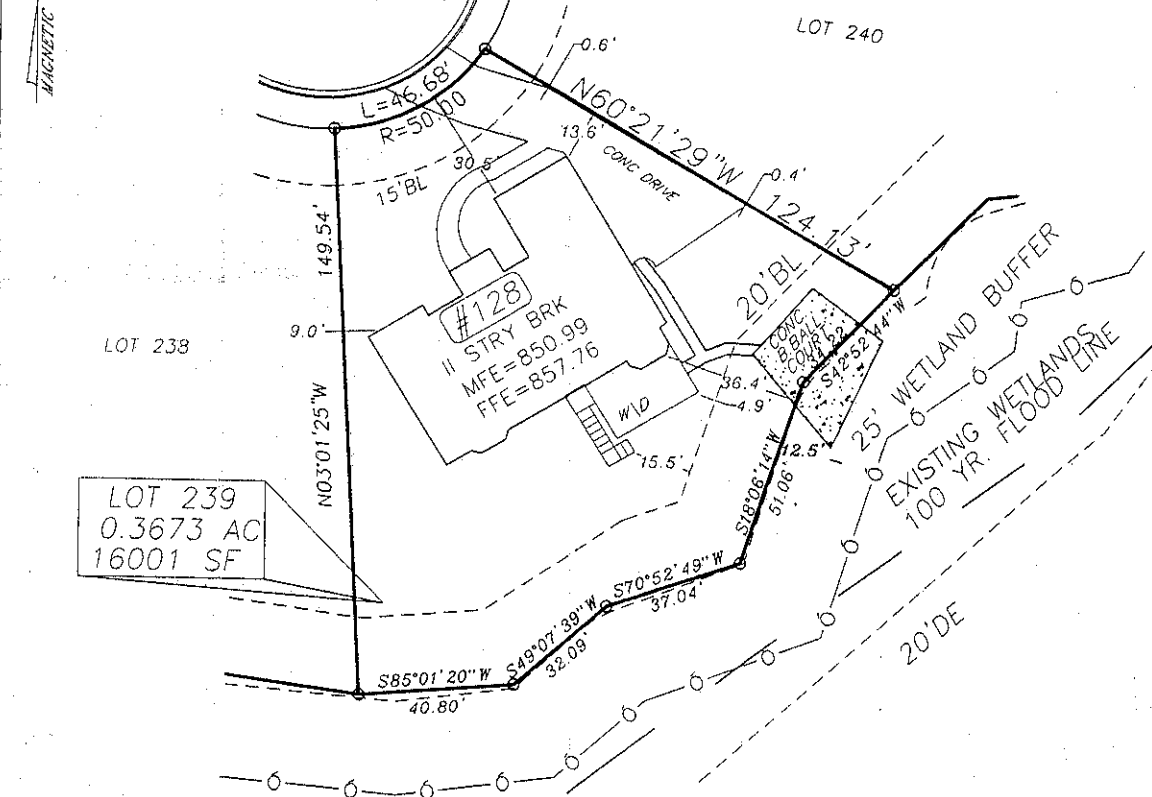
Roxanne L. Vazquez



201 Firefly Court, Peachtree City

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

LEGACY PARK DRIVE (50' R/W)



CLOSURE DATA

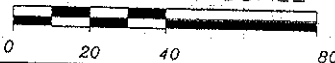
FIELD CLOSURE=1\"/>

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



UTILITIES PROTECTION CENTER
 CALL FREE
 IN METRO ATLANTA
 1-800-282-7411
 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

DELTA SURVEYORS, INC.

surveyors planners development consultants
 770-460-9342 ~ (fax) 770-460-7114

P.O. BOX 571
 Fayetteville, GA 30214

JBAUGHMAN@DELTASURVEYORS.COM



JOHN 3:16

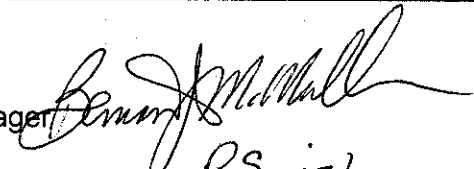
MSN



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. jc*

DATE: July 9, 2009

SUBJECT: Public Hearing – FY 2010 Budget
July 16, 2009 City Council Meeting

Recommendation:

That City Council hold a public hearing to gain input from the public regarding the FY 2010 proposed budget.

Discussion:

Per O.C.G.A. 36-81-5, the City is required to hold a public hearing at which time any persons wishing to be heard on the proposed budget may appear. Staff will present a brief PowerPoint presentation describing highlights of the proposed budget and will be prepared to answer questions.

Budget Impact:

Not applicable.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *[Signature]*
Financial Services Director *[Signature]*
Assistant Financial Services Director *[Signature]*
Interim Developmental Services Director *[Signature]* DAB for DEC
City Engineer *[Signature]*

FROM: Stormwater Manager *[Signature]*

DATE: June 9, 2009

SUBJECT: Tinsley Mill Village Request to Withdraw from the Flood Mitigation Assistance Program Grant
June 18, 2009 City Council Meeting

Recommendation:

Staff recommends that City Council act on the Tinsley Mill Village Home Owners Associations (TMHA) request to withdraw from the Flood Mitigation Assistance Program Grant.

Discussion:

Tinsley Mill Village has been experiencing reoccurring flooding since the early 1970's. Since the flooding occurs on private property, neither Peachtree City nor Fayette County have been able to financially aid in remediation of the problem.

TMHA hired Integrated Science and Engineering (ISE) to write a grant proposal and work through the different federal programs in order to resolve the flooding problems. In March of 2005 the City of Peachtree City was awarded a Pre-Disaster Mitigation grant for a flood control project in Tinsley Mill. After the feasibility study was completed for this grant, it was determined that the continued pursuit of the original scope of work was not technically feasible. This grant was terminated and ISE and the City of Peachtree City worked on a new grant application that would fulfill a more fully encompassing scope.

A new grant application was completed in February of 2007 and submitted under the Federal Emergency Management Agency (FEMA) program. This grant was approved by FEMA in November of 2007. As such City Council approved an agreement to administer the grant on behalf of TMHA at the April 17, 2008 council meeting. The approved agreement stipulated the

terms to which the TMHA local match was to be funded along with other project management details.

Under the terms of the approved agreement between the City and TMHA, the City accepted the grant with a total approved cost of \$892,410. The City was to pay all invoices and submit reimbursement requests to FEMA and TMHA. To date FEMA has reimbursed the City 75% and TMHA the remaining 25% for all work completed.

As part of the agreement TMHA provided a Letter of Credit in the amount of \$95,000 to cover match requirements through the completion of permitting. In addition the agreement was structured such that the TMHA had options to cancel this agreement during the design phase. The Letter of Credit provided adequate funds to cover the design and any reimbursements that FEMA may want repaid if the project is canceled.

On January 21, 2009 TMHA notified the City that they had been unsuccessful in collecting the special assessments associated with the grant and requested that the City seek other methods by which to fund the project.

Based on the January 21, 2009 notification staff researched the potential for using a special assessment district (SAD) to aid TMHA in the funding of the project. These findings were presented at the City Council Workshop which was held on February 4, 2009. At the conclusion of the workshop City Council determined that it was not in the best interest of the City to use a SAD to fund the TMHA project. The basis for this decision was that it would be setting precedence for future private developments to request a SAD to fund projects which are under their responsibility for maintenance.

City staff again looked for other funding options. Because the City currently owns Lake Peachtree and the lake would be expanded as a result of the TMHA project, the City could purchase an easement for the area in question from TMHA to maintain complete ownership of the lake. In addition to this area the City would need easements from TMHA to complete the project for the neighboring Flat Creek Villas Bypass Channel. Based on this the City obtained appraisals for these areas.

On May 13, 2009, the City sent a letter (attached) to TMHA offering \$78,710.00 for the easements and property mentioned above. With the funds already collected by TMHA for their matching obligation (approximately \$40,000), the remaining funds needed would be reduced to \$104,395.00. (It is important to note that the remaining funds are based on the original cost estimated in the grant application.)

On June 1, 2009 TMHA sent a letter to the City (attached) thanking the City for its efforts and requesting that the City withdraw the grant. In addition the TMHA requested that the City return the Letter of Credit submitted as soon as possible.

Should council choose to withdraw the grant, there is a potential that FEMA could ask to be reimbursed the \$18,437.08 of grant money already paid. As such staff recommends that TMHA be required to submit certified funds for this amount prior to the City relinquishing the Letter of

Tinsley Mill Village Request to Withdraw from the Flood Mitigation Assistance Program Grant

June 18, 2009 City Council Meeting

Page 3

Credit. In addition, withdrawing the grant will result in it being very unlikely that the City and TMHA will receive future grant funding for this project.

As a result of canceling this project the current design for addressing the Flat Creek Villas Bypass project is no longer feasible. Alternate concepts will need to be developed. Not proceeding with the TMHA Flood Mitigation project makes this a much more difficult project.

Budget Impact:

The City of Peachtree City will not have direct costs associated with canceling the grant. However, a good portion of the engineering costs already expended for Flat Creek Bypass Channel would be lost.

Attachments

cc: City Engineer
City Manager



ENGINEERING DEPARTMENT
153 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-631-2538
FAX: 770-631-2552
WWW.PEACHTREE-CITY.ORG

May 13, 2009

Mr. Dick Eskew
9 Northlake Drive
Peachtree City, GA 30269

Re: Tinsley Mill
Easements

Dear Mr. Eskew:

We are happy to inform you that we have completed our analysis of alternate funding options for the proposed FEMA grant project at Tinsley Mill. We have had appraisals (copies attached) done on the easements that the City would need from Tinsley Mill for the Flat Creek Villas Project, and for expanding Lake Peachtree into the Tennis Court Area.

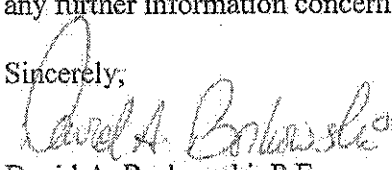
Staff is prepared to recommend to the Mayor and City Council that the City offer Tinsley Mill \$78,710.00 for two (2) permanent easements, and one fee simple property (Lake Peachtree expansion into the Tennis Court Area) to help defray Tinsley Mill's matching funds obligation. According to our records, this would leave Tinsley Mill with a matching funds obligation of approximately \$104,395.00.

As has been discussed in the past, staff feels the available grant funding, plus now this additional funding source is the best opportunity that may ever occur to fix the flooding problems that have occurred over the years in Tinsley Mill. Please take this into consideration as you discuss this issue.

The City requests a formal decision from your Board in writing as to whether the additional funds would enable Tinsley Mill to finish the grant project. If the decision from the Board is that it still can not meet the financial obligations in the grant, then the City will need a letter from the Board requesting that the City withdraw the grant.

Thank you for your time and patience in this matter. Please let me know if you are in need of any further information concerning this issue. I can be reached at 770-631-2538.

Sincerely,


David A. Borkowski, P.E.
City Engineer

Attachments

cc: David Rast Acting Developmental Services Director
Bernard McMullen City Manager
file

Tinsley Mill Village CA, Inc

P. O. Box 143089
Fayetteville, GA 30214
(770) 692-0152
(770) 692-0156 Fax

June 1, 2009

David A. Borkowski, P.E., M.ASCE
City Engineer
City of Peachtree City
153 Willowbend Road
Peachtree City, Georgia 30269

Mr. Borkowski,

Tinsley Mill is very appreciative of the efforts you have gone through to try and find alternative means of financing for the FEMA grant project for Tinsley Mill, however, due to the HOA financial hardships, the Tinsley Mill Village HOA Board has determined that we cannot meet our financial obligations of the grant and we are requesting the City withdraw the grant.

If there was any way to obtain full funding for the project we would be more than happy to grant the necessary easements in order to get the project completed.

As requested previously, please return the letter of credit to Greg Wassey, the TMV Treasurer, so that we can cash out the CD we have backing said letter of credit. You may mail the letter of credit to Greg Wassey @ 1 Northlake Circle, Peachtree City, GA 30269.

Sincerely,

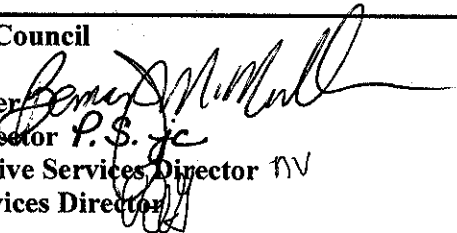


Parker Cleveland
Tinsley Mill Village HOA Board President

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 
Finance Director P.S. 
Administrative Services Director  NV
Leisure Services Director 

DATE: July 2, 2009

SUBJECT: Consider Reduction-in-Workforce, Kedron Fieldhouse and Aquatic Center
City Council Meeting July 16, 2009

Recommendation:

That Council approve a reduction-in-workforce eliminating the following positions in the Leisure Services Division based from the Kedron Fieldhouse and Aquatic Center; Leisure Program Coordinator - Fieldhouse (1 FT position), Customer Service Representative I (1 PT position – currently vacant), Maintenance Technician II (1 PT position), and Maintenance Technician III (1 PT position) effective July 31, 2009, to include the severance benefits as outlined below.

Discussion:

Recreation management identified the recommended staff reductions during the process of developing a proposal to increase revenue and decrease expenses in support of the city budget. Remaining Kedron and Recreation Administration staff will assume additional duties in order to absorb the staffing gaps as a result of the reduction-in-workforce.

The individuals potentially affected were notified on July 10, 2009, that this item would be on the July 16th Council agenda. Staff is recommending that these individuals be offered a severance package, contingent on signing a severance agreement in the same manner as the city has done with previous force reductions this year. The severance package would include:

- a. Six weeks of severance paid out bi-weekly.
- b. Medical insurance for eligible employees until the end of severance (6 weeks), with COBRA option thereafter.
- c. Access to Employee Assistance Program (EAP) for eligible employees for a period of three months after termination.

In addition, Staff will provide all employees the following services:

- a. Schedule individual meetings, prior to the effective date, between Human Resources and each affected employee to discuss and answer questions regarding retirement, benefits and other concerns.
- b. Provide references upon request.
- c. Provide information from the Department of Labor regarding unemployment.
- d. Provide information from a local temporary agency regarding the potential of temporary jobs through the agency.
- e. Provide information regarding services available through EAP.
- f. Information on any current or future job openings that will be filled within the City.

Budget Impact:

Approval of this recommendation would result in a savings of approximately \$15,385 in the remaining 4 pay periods of FY 09 and \$100,000 for FY 2010.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Financial Services Director P.S. *ja*
Assistant Financial Services Director *je*
Purchasing Agent *David*
Interim Community Development Division Director *David*
City Engineer *David A. Baker*

FROM: Stormwater Manager *[Signature]*

DATE: July 10, 2009

SUBJECT: Lakeside Subdivision Drainage Improvements
July 16, 2007 City Council Agenda

Recommendation:

Staff recommends that City Council award the bid for the Lakeside Subdivision Drainage Improvements to Ronny D. Jones Enterprise Inc., of Newnan, Georgia, for their lump sum bid amount not to exceed \$ 363,964.22.

Discussion:

The City is replacing the currently undersized storm drains to prevent flooding of the homes in the area. On June 9, 2009, the City of Peachtree City solicited bids from contractors for the culvert replacement. In addition to e-mail solicitation, the City advertised the bid on the 9th and 23rd of June 2009. Seven (7) bids were received, opened, and reviewed on July 9, 2009. The bid results are as follows:

Ronny D. Jones Enterprise Inc.	\$ 363,964.22
Crawford Grading & Pipeline	\$ 366,129.48
Brent Scarborough & Co., Inc.	\$ 421,566.70
McCoy Grading	\$ 497,711.12
Shockley Plumbing	\$ 621,329.00
Ruby - Collins	\$ 655,316.00
Site Engineering, Inc	\$ 711,313.00

Staff has checked the low bidders references and paperwork and recommends that City Council award the bid of \$ 363,964.22 to Ronny D. Jones Enterprise, Inc

Budget Impact:

If approved by City Council, funds totaling \$ 363,964.22 are available in the Stormwater bond; however funds will have to be transferred from the bond contingency fund to account 521-4250-54-1416 for additional expenses over the original budgeted amount. This means that other projects projected to be funded with this bond may have to be completed at a later date.

Attachments

cc: File

CITY OF PEACHTREE CITY
BID TABULATION SHEET

106 1

BID TITLE: Lakeside

DATE: 9 July 2009

BIDS OPENED BY: *Charlotte Bennis*

WITNESSED BY: *Angela Egan*

BUDGET:

TIME COMPLETED:

10:07 am

BIDDER NAME	MAILING ADDRESS	BID AMOUNT	BOND	MISC. INFO
McCoy Grading	Greenville, GA	\$497,711.12	✓	
Shockley Plumbing	Fayetteville, GA	\$621,329.00	✓	
Crawford Grading & Pipeline	Luthersville, GA	\$366,129.48	✓	
Ruby - Collins Inc.	Smyrna, GA	\$655,316.00	✓	
Ronny D. Jones	Newnan, GA	363,964.22	✓	
Brent Scarborough	Fayetteville, GA	\$421,566.70	✓	
Site Engineering	Atlanta, GA	\$711,313.00	✓	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *[Signature]*
Financial Services Director *P.S. je*
Assistant Financial Services Director *je*
Purchasing Agent *one*
Interim Community Development Division Director *David*
City Engineer *[Signature]*

FROM: Stormwater Manager *[Signature]*

DATE: July 10, 2009

SUBJECT: Willowbend Road Culvert Replacement
July 16, 2007 City Council Agenda

Recommendation:

Staff recommends that City Council award the bid for the Willowbend Road culvert replacement to Brent Scarbrough & Co., Inc., of Fayetteville, Georgia, for their lump sum bid amount not to exceed \$214,496.00.

Discussion:

The City is replacing the currently undersized culvert to prevent flooding of the area upstream of the culvert. On June 9, 2009, the City of Peachtree City solicited bids from contractors for the culvert replacement. In addition to e-mail solicitation, the City advertised the bid on the 9th and 23rd of June 2009. Three (3) bids were received, opened, and reviewed on July 9, 2009. The bid results are as follows:

Brent Scarbrough & Co., Inc	\$ 214,496.00
Ruby – Collins	\$ 384,142.00
Site Engineering, Inc	\$ 524,469.00

Council should be aware that this project will start after the triathlon in August; however there is a potential conflict with the City's annual dragon boat race. This project takes place between City Hall and Picnic Park (site aerial attached). As such, event attendees will have to use the pedestrian bridge located behind City Hall to access the event if they are entering via the west side of Willowbend Road. However, access will not be blocked to City Hall or Picnic Park during construction.

In an effort to keep the Rotary Club informed of this potential conflict, the Leisure Services Director met with Mr. Joel Norris of the Rotary Club to outline this conflict. Based on their meeting Mr. Norris would prefer that the Council postpone this project until after the September 26th event. However, staff would encourage council to allow this project to proceed earlier, as construction of this project later in the year can lead to several delays due to winter weather conditions. These conditions can also lead to additional change orders due to conflicts that can

arise outside of the original scope. Because access will not be blocked to the City facilities, conflicts can be minimized by providing adequate information in the months leading up to the event.

Staff has contacted the low bidder to insure that their price could be held past the 60 day time. Should council choose to award the project and postpone, Brent Scarbrough & Co. Inc. may have to increase their cost for the materials should the market price increase. However, should all remain the same, they will honor there bid.

Therefore, staff recommends that City Council award the bid of **\$214,496.00** to Brent Scarbrough & Co., Inc.

Budget Impact:

If approved by City Council, funds totaling \$214,496.00 are available in the Stormwater bond; however funds will have to be transferred from the bond contingency fund to account 521-4250-54-1418 for additional expenses over the original budgeted amount. This means that other projects projected to be funded with this bond may have to be completed at a later date.

Attachments

cc: File

CITY OF PEACHTREE CITY BID TABULATION SHEET

BID TITLE: Willowbend Road
Culvert

DATE: 9 July 2009

BUDGET:

BIDS OPENED BY:
WITNESSED BY:

TIME COMPLETED:

10:10 am

[illegible]



www.brentscarbrough.com

July 9, 2009

To: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Attn: Angela Egan

Re: Willowbend Road Culvert Replacement

Dear Angela

This letter is to respond to your concern that if the start date is pushed back to the end of September or the first of October.

Our lump sum prices will be fine, but the one variable we have no control over is the price of asphalt. Our asphalt material price is based upon the current price list from C.W Matthews dated March 18, 2009.

At the time we are given the "Notice to Proceed", we will notify you if the material price has increased and provide documentation of such change.

Respectfully,

A handwritten signature in black ink, appearing to read "Shane Waters", is written over a horizontal line.

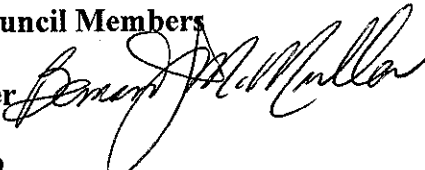
Shane Waters

155 ROBINSON DRIVE ▲ FAYETTEVILLE, GA 30214 ▲ OFFICE (770) 461-8603 ▲ FAX: (770) 461-0470
TOLL FREE: 866-464-8603

**Member: National Utility Contractors Association, Georgia Utility Contractors
Association, Associated General Contractors**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: July 10, 2009
SUBJECT: Amended Lease Agreement with Peachtree City Tourism Association
July 16, 2009, City Council Meeting

Recommendation:

That Council adopt and authorize the Mayor to sign the amended lease agreement with the Peachtree City Tourism Association.

Discussion:

At the June 16 meeting, Council appointed Canongate to manage the Peachtree City Tennis Center, with Tourism retaining the Visitors Center at that location.

The terms of the new agreement include the City's continued dedication of two thirds of the hotel/motel tax to the Tourism Association for their promotion of tourism and conventions and operation of the Visitors Center. The agreement also provides for Council approval of the annual PCTA budget. The changes have been reviewed by both the City and PCTA Attorneys.

Budget Impact:

This item should have no impact on the City budget. The Tourism Association will be adopting an amended budget for FY 2009 to reflect the removal of the Tennis Center, and that budget will then be brought to Council for approval.

STATE OF GEORGIA
COUNTY OF FAYETTE

**AGREEMENT FOR A CERTAIN PORTION OF THE HOTEL / MOTEL TAX
TO BE EXPENDED TO THE PEACHTREE CITY TOURISM ASSOCIATION
FOR THE PURPOSE OF PROMOTING TOURISM, CONVENTIONS AND
TRADE SHOWS**

THIS AGREEMENT entered into this _____ day of _____,
2009, between THE CITY OF PEACHTREE CITY (hereinafter referred to as "City") and
the PEACHTREE CITY TOURISM ASSOCIATION (hereinafter referred to as
"Association").

Deleted: 4

WITNESSETH:

WHEREAS, the Association was created by the City on the 10th day of
November, 2003; and

WHEREAS, the Association is organized pursuant to the Georgia Non-Profit
Corporation Code and has further qualified as a non-profit corporation under Section
501(c)(6) of the United States Internal Revenue Code; and

WHEREAS, the Association was created to serve the needs and interest of
tourism, including the promotion of tourism, conventions and trade shows within the City
as defined in O.C.G.A. § 48-13-50.2; and,

WHEREAS, the City is willing to dedicate a certain portion of the hotel/motel tax
revenues collected or other City funds as the City may deem necessary or appropriate by
the City for the purpose of promoting tourism, conventions, and trade shows as defined in
O.C.G.A. § 48-13-50.2.

NOW, THEREFORE, in consideration of the mutual covenants provided herein,
the City and the Association agree to enter into this Agreement to provide a steady stream
of income for the Association to promote tourism, conventions and trade shows as
defined in O.C.G.A. § 48-13-50.2, which, in turn, benefit all citizens of the City by
improving the local tax base as follows:

- (1) The City shall dedicate and expend a portion of the hotel/motel tax
revenues to the Association based upon percentages of the tax
revenue collected pursuant to the provisions of O.C.G.A. § 48-13-
51(a)(3.4), which amount shall not be less than two-thirds (2/3) of
the total hotel/motel tax revenues received by the City, which

amount shall be forwarded to the Association by the City on a monthly basis.

- (2) The Association shall utilize the funds it receives from the City's hotel/motel tax revenues to promote tourism, conventions and trade shows, as defined in O.C.G.A. § 48-13-50.2, and for the benefit of the citizens of the City, in accordance with the annual budget which is adopted by the Association and approved by the City Council of Peachtree City.
- (3) This Agreement shall continue and shall be in force from the effective date of this Agreement through and including December 31, 2009. Thereafter, this agreement shall renew automatically for a one year term beginning January 1 and expiring on December 31 of each year thereafter unless a party hereto shall give written notice to the other party of non-renewal at least sixty (60) days prior to the renewal date; provided, however, that this agreement shall automatically terminate if the agreement between the City and the Association for the operation, management and support of the Peachtree City Visitors Center is terminated prior to such date.

Deleted: 4
- (4) If this Agreement is deemed to be for the acquisition of any supplies, materials, equipment or other personal property, then title to such supplies, materials, equipment or other personal property shall remain in the Association until fully paid for by the City.
- (5) Both the City and the Association have agreed, through their respective representatives to enter into this Agreement and have given the Mayor and Chairman of the Association the power to sign on behalf of each.
- (6) The Association shall continue to operate, manage and support the Peachtree City Visitor's Center and other agreed upon city events and services to promote tourism, conventions and trade shows, as defined in O.C.G.A. § 48-13-50.2.

Deleted: and Amphitheater

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

CITY OF PEACHTREE CITY

TOURISM ASSOCIATION

BY: _____
Harold K. Logsdon, Mayor

BY: _____
Chairman
Peachtree City Tourism
Association, Inc.

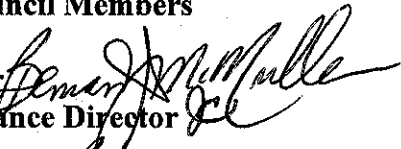
ATTEST:

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant Finance Director 
Human Resources 

FROM: Interim Community Development Director 

DATE: July 8, 2009

SUBJECT: Reclassification of Planning Assistant to Planner/ Economic Development Coordinator
July 16, 2009 City Council Agenda

Recommendation:

Approve reclassification of Planning Assistant to Planner/ Economic Development Coordinator effective October 1, 2009.

Discussion:

As a part of the reorganization of the Community Development Division and in response to the recent Reduction in Force, the assigned duties of several staff members have been augmented to ensure coverage of all activities associated with our division. We are also implementing modifications to the organizational structure of our division.

One aspect of this reorganization is to eliminate the Planning Assistant contract position and reclassify this position as the Planner/ Economic Development Coordinator. This position would continue to report to the City Planner and would work with developers and individual business owners throughout the plan review process to ensure their understanding of city permitting and review processes and procedures. Once plans are approved for development, this position would serve as a liaison between the city and business owners, shopping center managers, tenants, etc. as issues arise and to assist them with understanding city policies.

This position would also serve as a staff liaison to the Development Authority of Peachtree City, as well as various boards and commissions, the Atlanta Regional Commission and the Georgia Department of Community Affairs.

Reclassification of Planning Assistant

July 8, 2009

Page 2

Staff presented the proposed modifications to the organizational structure of Community Development at the June 18 Council meeting. In an effort to formalize these changes, we are requesting that City Council formally eliminate and replace the Planning Assistant contract position with a full time Planner/ Economic Development Coordinator position. The duties assigned to this new position are identified in the attached job description.

Budget impact:

The pay grade for this new position will be 278 which is a 5% increase over the current pay grade of the Planning Assistant. This position will continue to be budgeted through the Planning Department.

PLANNER/ ECONOMIC DEVELOPMENT COORDINATOR
JOB DESCRIPTION

Job Code: 326

Position: Planner/ Economic Development Coordinator
Division: Community Development
Reports to: City Planner/ Community Development Director
Overview: This position provides coordination between the Applicant, City Staff and the Planning Commission. This position is responsible for providing: planning for short range (current planning) and long range (future land use) plans including reviewing and analyzing zoning requests, site plans and architectural review; and administrative and technical support to the permitting processes and personnel of the Community Development Division, as well as the coordination of economic development of the City through grant administration and community relations. This position serves as the Staff liaison to the Development Authority of Peachtree City (DAPC).

FACTOR 1: Education & Directly Applicable Experience	
---	--

	A Bachelor's Degree from an accredited college or university with major coursework in City and Regional Planning, Public Administration, Business Administration, Economics, Community Development or a related field.
--	--

	Thorough knowledge of a wide range of technical methods, principles and practices similar to a narrow area of a professional field, and skill in applying this knowledge to such assignments as the design and planning of difficult, but well-precedented projects.
--	--

FACTOR 2: Supervisory Controls	
---------------------------------------	--

	The work is performed under broad supervision; the supervisor makes assignments by defining objectives, priorities and deadlines, and assists the employee with unusual situations which do not have a precedent.
--	---

	The employee plans and carries out the successive steps and handles problems and deviations in the work assignment in accordance with instructions, policies, previous training or accepted practices in the job.
--	---

	Completed work is reviewed only from an overall standpoint in terms of feasibility, compatibility with other work, or effectiveness in meeting requirement or expected results.
--	---

FACTOR 3: Supervision Given	
------------------------------------	--

	This position does not supervise any other positions.
--	---

FACTOR 4: Guidelines	
-----------------------------	--

Procedures for doing the work have been established and a number of specific guidelines are available.

The number and similarity of guidelines and work situations requires the employee to use judgment in locating and selecting the most appropriate guidelines, references and procedures for the application in making minor deviations to adapt the guidelines in specific cases. At this level, the employee may also determine which of several established alternatives to use. Situations to which the existing guidelines cannot be applied or significant deviations are referred to the supervisor. The employee analyzes and recommends changes.

FACTOR 5: Complexity

The work includes varied duties requiring many different and unrelated processes and methods applied to a broad range of activities or substantial depth of analysis, typically for an administrative or professional field.

Decisions regarding what needs to be done include major areas of uncertainty in approach, methodology or interpretation and evaluation processes resulting from such elements as continuing changes in program, technological developments or conflicting requirements.

The work requires originating new techniques, establishing criteria or developing new information.

FACTOR 6: Scope and Effect

The work involves isolating and defining unknown conditions, resolving critical problems, or developing new approaches. The work product or service affects the work of other experts, the development of major aspects of administrative or professional programs or missions, or the well-being of substantial numbers of people.

FACTOR 7: Personal Contacts

The majority of personal contacts are with individuals or groups from the outside the organization in a moderately unstructured setting. Typical contacts at this level are with contractors, representatives of professional organizations, the media or public action groups.

FACTOR 8: Purpose of Contacts

The purpose is to plan, coordinate, or advise on work efforts or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have basically cooperative attitudes.

FACTOR 9: Physical Demands

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

FACTOR 10: Work environment.

The work involves occasional moderate risks or discomforts which require special safety precautions, e.g., working around moving parts or machines, irritating chemicals, etc. Employees may be required to use protective clothing or equipment such as masks, coats, boots, goggles, gloves or shield.

PAY GRADE: 278

FLSA STATUS: NON-EXEMPT

PLANNER/ ECONOMIC DEVELOPMENT COORDINATOR
ESSENTIAL DUTIES

• Administers the staff plan review process by reviewing development and related land use permit applications and site plans. Reviews applications for conformance with established plans and ordinances and applicable local, state and federal regulations. Solicits input from appropriate staff and schedules hearings and actions. Monitors applications through the approval process. Enforces compliance with regulations and prepares reports and related data as required to address complaints.
• Administers and provides information on zoning and land development ordinances.
• Provides technical and professional advice, drafts reports and makes presentations to City Council, Planning Commission and Development Authority of Peachtree City, civic groups and the general public.
• Updates the City's comprehensive plan, develops short and long range plans, gathers, interprets and prepares data for studies, reports and recommendations, coordinates department activities with other departments and agencies.
• Assists in preparing, implementing and administering grant applications and/ or funding sources for community and economic growth.
• Performs and manages major professional and technical planning projects utilizing advanced techniques and gathering, analyzing and presentation of data. Develops project budgets and administers bidding process and verifies contracts.
• Compiles and analyzes data on economic, social and physical factors affecting land use to recommend governmental measures affecting land utilization consistent with the community needs.
• Maintains an awareness of new development programs as well as local, state, federal and private funding sources and grant opportunities.
• Promotes City-wide economic development through education, advertising, networking, public relations and any other relevant and effective means.
• Other duties, as required.
• Created 06-22-09.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Bernard McMullen, City Manager
Paul Salvatore, Financial Services Director *P.S. jc*
Janet Camburn, Assistant Financial Services Director *J*
Angela Egan, Purchasing Agent
David Rast, Community Development Division Director *David*

FROM: David Borkowski, P.E., City Engineer *David A. Borkowski*

DATE: July 9, 2009

SUBJECT: Battery Way Park Spillway Repairs
July 16, 2009 City Council Meeting

Recommendation:

Staff recommends contracting with Engineered Restoration Inc. for the pressure grouting repairs of the Battery Way Park spillway for the base bid amount of \$19,800.

Discussion:

The spillway located in the Battery Way Park is in serious need of repair. Over the years erosion caused by stormwater undercutting the existing concrete spillway has caused some voids to be exposed. This has created a potential for the spillway to collapse in and represents a significant safety concern. In addition the erosion is beginning to undercut the supports to the multi-use path bridge.

Since this repair is outside the general abilities of the Stormwater Crew, the City advertised for bids for pressure grouting on June 22, 2009. Ten firms attended the mandatory pre-bid meeting with City Staff. Five bids were received on July 9, 2009 as follows:

Engineered Restoration Inc.	\$19,800
Gibson Pressure Grouting	\$ 23,800
Extreme Technology	\$50,000
High Performance Building Solutions	\$24,940
North Georgia Concrete	\$35,050

References for Engineered Restoration Inc. (ERI) all provided positive feedback and their paperwork is in order. Therefore Staff recommends awarding the contract to ERI.

Budget Impact:

The \$19,800 includes all work for the project including an estimated 40 cubic yards of grout. If the amount of grout required is more than this it will be processed as a change order. If approved by City Council, funds totaling \$19,800 are available in the Stormwater Bond contingency.

cc: File

City Council of Peachtree City
REVISED AGENDA
July 16, 2009
7:00 p.m.

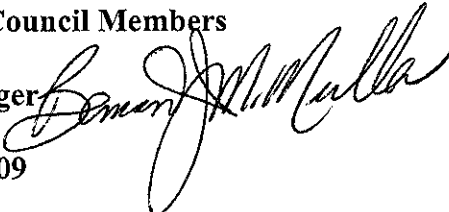
- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Optimist Club Check Presentation to PD for the K-9 Program
 - Recognize Outgoing Youth Girls Softball President Mike Pullias
 - Recognize Employee of the Month (May) – Jesse Brooks
 - Recognize Supervisor of the Quarter – Cajen Rhodes
 - Presentation of Lifesaving Award – Lauren Escalante & Jim Houghton
 - Recognize July 4th Parade Winners
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - March 5, 2009, Executive Session Minutes
 - June 18, 2009, Regular Meeting Minutes
 - June 30, 2009, Special Called Meeting Minutes
- VII. Monthly Reports
- VIII. 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
- IX. Old Agenda Items
 - 05-09-08 Consider Revision of Fee Schedule for Kedron Fieldhouse and Aquatic Center and Glenloch Pools (Swim Team Rates)
 - 06-09-01 Public Hearing – Consider Variance to Building Setback, 100 Hermitage Place
- X. New Agenda Items
 - 07-09-01 Public Hearing – Consider Adoption of Comprehensive Plan – 2009 Partial Plan Update
 - 07-09-02 Public Hearing – Consider Step One Annexation Application - Southern Pines Plantation (SR 74 South)
 - 07-09-03 Public Hearing – Consider Variance to Building Setback, 105 Woodsdale Drive
 - 07-09-04 Public Hearing – Consider Variance to Building Setback, 123 Crown Court
 - 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
 - 07-09-06 Public Hearing – FY 2010 Budget
 - 07-09-07 Consider Cancellation of Tinsley Mill Stormwater Grant (Removed from June 18 Agenda)
 - 07-09-08 Consider Reduction in Force for Kedron Fieldhouse and Aquatic Center
 - 07-09-09 Consider Bid – Lakeside Subdivision Drainage Improvement
 - 07-09-10 Consider Bid – Willowbend Road Culvert Replacement
 - ***07-09-11 Consider Modification of PCTA Lease and Hotel/Motel Tax Agreement
 - 07-09-12 Consider Reclassification of Position – Planning Assistant to Planner/Economic Development Coordinator
 - 07-09-13 Consider Battery Way Park Spillway Repairs
 - 07-09-14 Consider Resolution in Support of Fayette County Board of Commissioners Putting SPLOST on November Ballot
- X. Council/Staff Topics
 - Update on Developmental Services Changes – 90-day Follow-up Regarding Service Levels
- XI. Executive Session

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Manager 

DATE: July 10, 2009

SUBJECT: Amended Lease Agreement and Hotel/Motel Tax Agreement with Peachtree City Tourism Association
July 16, 2009, City Council Meeting

Recommendation:

That Council adopt and authorize the Mayor to sign the amended lease agreement and hotel/motel tax agreement with the Peachtree City Tourism Association.

Discussion:

At the June 16 meeting, Council appointed Canongate to manage the Peachtree City Tennis Center, with Tourism retaining the Visitors Center at that location.

The terms of the new lease agreement include the City's continued dedication of two-thirds of the hotel/motel tax to the Tourism Association for their promotion of tourism and conventions and operation of the Visitors Center. The agreement also provides for Council approval of the annual PCTA budget. The changes have been reviewed by both the City and PCTA Attorneys.

The amendments to the new hotel/motel tax agreement change the dates from 2004 to 2009 and delete any reference to the Amphitheater or Tennis Center.

Budget Impact:

This item should have no impact on the City budget. The Tourism Association will be adopting an amended budget for FY 2009 to reflect the removal of the Tennis Center, and that budget will then be brought to Council for approval.

STATE OF GEORGIA
COUNTY OF FAYETTE

**AGREEMENT FOR A CERTAIN PORTION OF THE HOTEL / MOTEL TAX
TO BE EXPENDED TO THE PEACHTREE CITY TOURISM ASSOCIATION
FOR THE PURPOSE OF PROMOTING TOURISM, CONVENTIONS AND
TRADE SHOWS**

THIS AGREEMENT entered into this _____ day of _____, 2009, between THE CITY OF PEACHTREE CITY (hereinafter referred to as "City") and the PEACHTREE CITY TOURISM ASSOCIATION (hereinafter referred to as "Association").

Deleted: 4

WITNESSETH:

WHEREAS, the Association was created by the City on the 10th day of November, 2003; and

WHEREAS, the Association is organized pursuant to the Georgia Non-Profit Corporation Code and has further qualified as a non-profit corporation under Section 501(c)(6) of the United States Internal Revenue Code; and

WHEREAS, the Association was created to serve the needs and interest of tourism, including the promotion of tourism, conventions and trade shows within the City as defined in O.C.G.A. § 48-13-50.2; and,

WHEREAS, the City is willing to dedicate a certain portion of the hotel/motel tax revenues collected or other City funds as the City may deem necessary or appropriate by the City for the purpose of promoting tourism, conventions, and trade shows as defined in O.C.G.A. § 48-13-50.2.

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the City and the Association agree to enter into this Agreement to provide a steady stream of income for the Association to promote tourism, conventions and trade shows as defined in O.C.G.A. § 48-13-50.2, which, in turn, benefit all citizens of the City by improving the local tax base as follows:

- (1) The City shall dedicate and expend a portion of the hotel/motel tax revenues to the Association based upon percentages of the tax revenue collected pursuant to the provisions of O.C.G.A. § 48-13-51(a)(3.4), which amount shall not be less than two-thirds (2/3) of the total hotel/motel tax revenues received by the City, which

amount shall be forwarded to the Association by the City on a monthly basis.

- (2) The Association shall utilize the funds it receives from the City's hotel/motel tax revenues to promote tourism, conventions and trade shows, as defined in O.C.G.A. § 48-13-50.2, and for the benefit of the citizens of the City, in accordance with the annual budget which is adopted by the Association and approved by the City Council of Peachtree City.
- (3) This Agreement shall continue and shall be in force from the effective date of this Agreement through and including December 31, 2009. Thereafter, this agreement shall renew automatically for a one year term beginning January 1 and expiring on December 31 of each year thereafter unless a party hereto shall give written notice to the other party of non-renewal at least sixty (60) days prior to the renewal date; provided, however, that this agreement shall automatically terminate if the agreement between the City and the Association for the operation, management and support of the Peachtree City Visitors Center is terminated prior to such date.
- (4) If this Agreement is deemed to be for the acquisition of any supplies, materials, equipment or other personal property, then title to such supplies, materials, equipment or other personal property shall remain in the Association until fully paid for by the City.
- (5) Both the City and the Association have agreed, through their respective representatives to enter into this Agreement and have given the Mayor and Chairman of the Association the power to sign on behalf of each.
- (6) The Association shall continue to operate, manage and support the Peachtree City Visitor's Center and other agreed upon city events and services to promote tourism, conventions and trade shows, as defined in O.C.G.A. § 48-13-50.2.

Deleted: 4

Deleted: and Amphitheater

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

CITY OF PEACHTREE CITY

TOURISM ASSOCIATION

BY: _____
Harold K. Logsdon, Mayor

BY: _____
Chairman
Peachtree City Tourism
Association, Inc.

ATTEST:

City Clerk

STATE OF GEORGIA
COUNTY OF FAYETTE

LEASE AGREEMENT

WHEREAS, the City of Peachtree City and the Peachtree City Tourism Association, Inc. entered into a Lease Agreement on ~~January 5, 2004~~ October 2008; and

WHEREAS, the parties have amended said Lease Agreement; and

WHEREAS, the parties desire to mutually terminate the Lease Agreement dated ~~October - 2008~~ ~~January 5, 2004~~, and to enter into a new lease agreement.

NOW THEREFORE, the parties to hereby agree as follows:

THIS LEASE, executed on the dates shown next to the parties' signatures, by and between City of Peachtree City, first party (hereinafter called "Lessor") and Peachtree City Tourism Association, Inc., second party (hereinafter called "Lessee"); "Lessor" as used in this Lease shall include first party, it's heirs, representatives, assigns and successors in title to premises. "Lessee" shall include second party, its heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Lessees assignees or sub-lessees, as to premises covered by such assignments or sub-lease. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership, LLC or individual, as may fit the particular parties.

For and in consideration of the mutual obligations contained herein and ten dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1.

PREMISES

1.1 Lessor does hereby rent and lease to the Lessee property and facilities ~~thereon known as the Peachtree City Visitor's Center (hereinafter referred to as "Premises") located at~~ designated as the Frederick W. Brown, Jr. Amphitheater and Peachtree City Tennis Center. It is agreed and understood that Lessee may use any and all restrooms and parking lots located at the Peachtree City Tennis Center for the operation of the Peachtree City Visitor's Center. (hereinafter referred to collectively as "Premises").

1.2 Lessee accepts Premises in their present condition and are suited for use intended by Lessee. Lessor shall not be required to make any alterations or improvements to the Premises.

1.3 Lessee shall manage and operate the Premises in accordance with the By-Laws approved by the Lessor and Lessee, or as subsequently amended.

2.

TERM/RENEWAL TERMS/TERMINATION

2.1 The Initial Term of this Lease shall ~~begin for twelve (12) months (the "Initial Term"), beginning on the 1st day of December~~ day of ~~20098 (the "Commencement Date") and ending on the 30th 31st day of December, 20098~~ day of November, 2004. Each Renewal Term shall be for one (1) year (twelve (12) consecutive months) beginning on December 1 and ending November 30. The first installation of rent shall be due and payable on the Commencement Date.

2.2 Pursuant to O.C.G.A. §36-60-13(a)(2), the term of this Lease shall automatically renew for five (5) additional one-year terms (the Renewal Term(s)), annually, ~~beginning on January 1 and ending on December 31 of each succeeding year,~~ unless notice of non-renewal is sent to the Lessee from the Lessor, as appropriate, or unless this Agreement is otherwise terminated as set forth herein. Notices of non-renewal shall be sent no later than ninety (90) days prior to the end of the term (initial or renewal term).

2.3 In addition to any other rights of either party set forth in this Agreement, ~~either party may terminate this Lease Agreement by providing thirty (30) days written notice to the other party.~~

3.

FUNDING

3.1 The Lessor shall pay to the Lessee that portion of the Hotel/Motel Tax authorized by Georgia Law and other funding authorized within the Lessor's approved budget specifically for the Lessee. Said funds shall be utilized by Lessee for the operation and maintenance of the premises and to promote tourism within the City of Peachtree City, Georgia.

3.2 Any ~~user ffees~~ generated from the Premises shall be retained by Lessee and shall only ~~by be~~ utilized by Lessee to operate and maintain the Premises and to promote tourism within the City of Peachtree City, Georgia.

3.3 ~~Lessor shall provide financial management, technical and general administrative support to the Lessee in exchange for an annual payment from Lessee to Lessor in the amount of Five Thousand Dollars (\$5,000.00).~~

(a) In accordance with a prior request of When requested by the the Association, the City agrees; subject, however to certain stipulations as hereinafter set forth, perform the following work for the Association:

1. Provide payroll services to the Association, including but not limited to all withholding, IRS reporting, issuing payroll checks and related activities.
2. Assist in the preparation of the annual audit of the Association.
3. Provide information technology services to the Association.

Provide a city employee for the purpose of acting as the recording secretary for the Association.

4. Provide city employees for the purpose of providing police services to the Association.

— Provide maintenance and gasoline for Association vehicles.

(b) The Association understands and agrees that the ability of the City to perform all such requested services is subject to the City's own work schedule and subject further to the availability of the necessary City employees.

(c) The Association agrees to be responsible for, and to indemnify the City against, any and all third party claims that arise out of the City's performance of the services set forth in this Section 3.3. This indemnification shall be in addition to any other indemnifications required by the Agreement.

(d) Compensation. The Association agrees to reimburse the City for all expenses, including overtime pay, FICA, Medicare, retirement benefits and other withholding paid by or on behalf of the City to the employee(s) who provides any of the services to the Association. In addition, the Association agrees to reimburse the City for all actual expenses incurred for parts and fuel provided for Association vehicles. Said amounts shall be billed on an as-needed, but not less than quarterly basis, and shall be billed based upon the hours of work and the hourly rate of the employee who performs such work and the actual cost of parts and fuel provided to the Association.

(THE ABOVE WAS SET FORTH IN THE FIRST AMENDMENT TO THE LEASE AGREEMENT)

4.

USES OF PREMISES

4.1 Premises shall be used for-for outdoor musical and theatrical productions, and tennis and recreationalthe promotion, development and support of tourism in the City of Peachtree City, Georgia as further described in the Articles of Incorporation and By-Laws of Lessee services, as well as all other purposes that Lessor approves in writing. Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance, or increase the rate of insurance, on premises. The

Lessee will comply with all rules and regulations of the building published from time to time by the Lessor.

4.2 Lessee may grant licenses to third parties for temporary use of the Premises and facilities located thereon only for the purpose above-stated, and provided such parties are "responsible third parties". The term "responsible third parties" shall mean parties who: a) comply with all rules and regulations of state and local governing authorities; b) supply a certificate of insurance in accordance with the rules and regulations established for the operation of the Premises; and c) agree in writing to abide by the rules and regulations established for the operation of the Premises.

4.3 Lessee shall maintain and repair the premises, in accordance with Section 6 hereof, in the same condition as the Premises and facilities thereon are presently in.

4.4 Prior to authorizing third party use of the Premises, Lessee will develop, and Lessor shall approve, policies for the use and care of the Premises, including bond and insurance requirements.

5.

CARE OF PREMISES

Lessee shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall in the use and occupancy of the Premises, conform to all lawful orders, regulations, ordinances, and laws issued by any duly constituted governmental body or agency that governs the premises.

6.

REPAIRS/MAINTENANCE/IMPROVEMENTS

6.1 Lesseeor shall make all necessary repairs to the exterior, building structure, heating, air conditioning, plumbing (excluding damage by substances deposited in plumbing by someone other than Lessee, its employees or agents), ~~the building's parking areas, the building's~~ landscaping, exterior roof, and electrical system. Lessee shall be liable for and shall indemnify and hold Lessor harmless with respect to damage or injury to the leased Premises, or the person or property of the Lessee, or the person or property of Lessees other sub-lessees or anyone in its control or hire. Lessor shall not be responsible to Lessee for any loss of property from the Premises hereby leased, however occurring or for any damages therefore, except if caused by Lessor's sole negligence or willful misconduct.

6.2 Lessee shall cause the exterior building structure and common exterior areas to be cleaned and generally cared for; will furnish electricity for lighting the exterior of building. Lessor shall not be liable for any damages directly or indirectly resulting from the installation, use, or interruption of use of any equipment in connection

with the furnishing of services referred to in this paragraph, and in particular any interruption in services by any cause beyond the immediate and direct control of Lessor.

6.3 Lessee shall not install any capital improvements, as hereafter defined, without the written permission of the Lessor. All capital improvements installed by the Lessee shall be fixtures and appertain to the Premises. Title to all fixtures, including fixtures installed by Lessee, shall be held by Lessor. As used herein, "capital improvements" means any fixture installed on the Premises that costs Lessee five thousand dollars (\$5,000.00) or more and has a useful life of at least three (3) years.

7.

INSURANCE

7.1 Lessee shall carry extended insurance insuring Lessee's interest in its improvements and betterments to the Premises, all partitions, fixtures, additions, and other property placed in or about the Premises by Lessee, and any and all furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained therein. Lessee agrees to carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$3,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall; (i) name Lessor as an additional insured(s); and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VI" or better (or otherwise approved by Lessor, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to Lessor. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to Lessor by Lessee at least annually or upon request by Lessor.

7.2 Lessor may carry insurance to cover property damage for the full insurable value of the premises and liability insurance including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$3,000,000.00 per occurrence in the aggregate in which case Lessee shall pay its proportionate share of premiums.

8.

LESSOR ACCESS

Lessor and/or its agents may enter the Premises to exhibit same to prospective purchasers or tenants; to inspect Premises to see that Lessee is complying with all his obligations hereunder; and to make repairs required of Lessor under the terms hereof or repairs or modification to any adjoining space.

9.
DEFAULT/REMEDIES

9.1 The following shall be events of default of this Lease:

- 9.1.1 Any petition is filed by or against Lessee under any section or chapter of the United States Bankruptcy Act as amended; provided that if an involuntary petition in bankruptcy is filed against Lessee, Lessee shall have thirty (30) days within which to have the petition dismissed.
- 9.1.2 Lessee shall become insolvent or make a transfer in fraud of creditors;
- 9.1.3 Lessee shall make an assignment for benefit of creditors;
- 9.1.4 A permanent receiver is appointed for a substantial part of the assets of Lessee;
- 9.1.5 The leasehold interest is levied on under execution;
- 9.1.6 The Lessee shall fail to comply with any material term, provision, condition, or covenant of this Lease (excluding 9.1.1 through 9.1.5 above), or comply with any of Lessor's Rules and Regulations now or later established for the government of this building, and shall not cure such failure within ten (10) days after written notice to the Lessee of such failure to comply;

9.2 In any such event, Lessor shall have the option to (in addition to and not in limitation of any other remedy permitted by law or by this Lease) terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, but if Lessee shall fail to surrender the Premises, Lessor may, without further notice and without prejudice to any other remedy Lessor may have to repossession or arrearages in rent or damages for breach of contract, enter upon the Premises and expel or remove Lessee and its effects, by force if necessary, without being liable to prosecution or any claim for damages therefore; and Lessee agrees to indemnify Lessor for all loss and damage which Lessor may suffer by reason of such Lease termination, whether through inability to relet the Premises for the remainder of the Lessee's term, or through decrease in rent for remainder of Lessee's term, cost of reletting the Premises including improvements to the Premises. Lessor's right to collect from Lessee all amounts owed pursuant to this Lease,

including amounts accrued prior to termination and all future post-termination rents, taxes and penalties owing Lessor pursuant to this Lease shall survive the termination of the Lease by Lessor pursuant to this Paragraph.

9.3 If Lessee remains in possession of the Premises after the termination or expiration of this Lease and without the execution of a new Lease, Lessee shall be deemed to be occupying the Premises as a tenant at sufferance and shall be subject to all the covenants and provisions of this Lease insofar as the same are applicable to a lessee at sufferance and in no event shall there be any renewal of this Lease by operation of law.

9.4 At termination of this Lease, Lessee shall surrender Premises and keys thereof of Lessor in same condition as at commencement of term, reasonable natural wear and tear only expected.

10. ASSIGNMENT/SUBLEASE

Lessee shall not, without the Lessor's prior written consent: (i) mortgage, pledge, encumber, assign, convey, or transfer (whether voluntarily, by operation of law, or otherwise) all or any interest in this Lease of the Premises; (ii) allow any lien to attach to Lessee's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises of any part thereof by any one other than Lessee except for purposes stated herein; (iv) sub-lease any part or all of the Premises or assign this Lease Agreement; or (v) any attempt to consummate any of the foregoing without the Lessor's prior written consent shall be void.

11. INDEMNIFICATION

To the extent permitted by Georgia law, Lessee and Lessor agree to indemnify and shall hold the other harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, sub-lessees, or assignees, including attorney's fees and costs of litigation. The provisions of this Lease with respect to any claims or liability occurring or cause prior to any expiration or termination of this Lease shall survive such expiration or termination.

12. ENVIRONMENTAL INDEMNITY

Lessee shall conduct its business within the Premises and on the Land in compliance with all applicable federal, state, or local laws and regulations related to pollution control, hazardous or toxic waste, substances, and other environmental and ecological matters, including, but not limited to the Federal Water Pollution Control Act (33 U.S.C. §1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), Safe Drinking Water Act (42 U.S.C. §300f, et seq.), Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Clean Air Act (42 U.S.C. §300f, et seq.), Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. §9601, et seq.), and other comparable state laws, as well as the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20, et seq.) and the Georgia Rules for Solid Waste Management (particularly Chapter 39-3-4 and Rule 391-3-4.15 pertaining to biomedical waste). Lessee agrees to indemnify and hold Lessor harmless from and against all causes, claims, demands, losses, liabilities, costs, and expenses (including, without limitation, attorney's fees) incurred, directly or indirectly, by Lessor as a result of or in connection with Lessee's failure to comply with any of the foregoing provisions.

13.

ATTORNEY'S FEES/EXPENSES

Lessee agrees to pay all reasonable attorney's fees and reasonable expenses the Lessor incurs in enforcing any of the obligations of the Lessee under this Lease, or in any litigation or negotiation in which the Lessor shall, without its fault, become involved through or on an account of the Lessee.

14.

ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. In entering into this Agreement, the parties hereto hereby waive and release any and all claims against each other which arose out of the Lease Agreement dated October 2008 January 5, 2004, as amended.

15.

WAIVER

No failure of Lessor to exercise any power given Lessor, hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

16.
TIME ESSENCE

Time is of the essence of this Lease Agreement.

17.
NO ESTATE

This contract shall create the relationship of landlord and tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy or sale.

18.
SUBORDINATION

Lessee agrees that this Lease shall be subject and subordinate to any bond indenture, loan deed or loan now on said Premises and all future loan or loan deed on said Premises and to all advances made, or which may be hereafter made, on account of said loan deeds or encumbrances to the full extent of all debts and charges secured thereby and to any renewals or extensions of all or any part and to any loan deeds which any owner of said Premises may hereafter at any time elect to place on said Premises, and Lessee agrees upon request to hereafter execute any paper or papers which the counsel for Lessor may deem necessary to accomplish that end and, in default of Lessee so doing, that Lessor is hereby empowered to execute such paper or papers in the name of Lessee, and as the act and deed of Lessee, and this authority is hereby declared to be coupled with an interest and not revocable, and it is further expressly agreed that Lessor shall not be liable to Lessee for breach of covenant or quiet enjoyment by reason of the foreclosure and/or sale of the demised Premises under any loan deed or mortgage now or hereafter affecting the demised Premises.

19.
UTILITIES

~~19.1~~ Lessee shall be responsible for all other utilities consumed by Lessee, and proper and lawful waste disposal. The Lessor shall not be responsible for interruption of utility services.

20.

NOTICES

Whenever notice is required under the terms of this Lease, such notice shall be deemed given three (3) days from the mailing of said notice via U.S. Certified or Registered Mail, Return Receipt Requested, unless sooner received, addressed to the following:

If to Lessor:
City of Peachtree City
c/o City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

If to Lessee:
Peachtree City Tourism Association, Inc.
c/o Registered Agent
151 Willowbend Road
Peachtree City, Georgia 30269

IN WITNESS WHEREOF, the parties herein hereunto set their hands and seals the day and year written below.

THIS AGREEMENT EXECUTED IN COUNTERPARTS ON THE DATE BELOW EACH PARTY'S NAME BELOW, AND THE PARTIES HEREBY AFFIX THEIR NAMES, SIGNATURES, AND SEALS, WITH THE FULL INTENT TO BE BOUND HEREBY.

LESSOR:

City of Peachtree City

By: _____

Title: _____

Date: _____

LESSEE:

Peachtree City Tourism Association,
Inc.

By: _____

Title: _____

Date: _____