



## Interoffice Memorandum

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**Date:** March 2, 2009

**To:** Mayor & Council Members

**From:** Tourism Association Board of Directors

**RE:** Approval of Articles of Incorporation and By-Laws

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### Recommendation:

The Tourism Association Board of Directors approved revised Articles of Incorporation and By-Laws at their special called meeting on Wednesday, February 25, 2009. The Board of Directors now requests that City Council approve these revisions.

### Summary:

The revisions to the Articles of Incorporation and By-Laws reflect amendments Sec 2-336 (Commission/Authority/Association Attendance & Alternate Appointments) of the code of ordinances approved by City Council at the February 5<sup>th</sup>, 2009 meeting. Though the revisions were made for these amendments to the Articles of Incorporation and By-Laws and approved by City Council at the January 15<sup>th</sup>, 2009 Meeting, the Tourism Association Attorney determined that further revisions should be made upon reviewing the final ordinance. These revisions are hi-lighted in the attached documents.

# ARTICLES OF INCORPORATION

## ARTICLE I

The name of the Corporation is:

**PEACHTREE CITY TOURISM ASSOCIATION, INC.**

## ARTICLE II

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

## ARTICLE III

The Corporation's founding and sole member is the City of Peachtree City, Georgia. Membership is expressly restricted to entities that are an integral part of the City of Peachtree City, Georgia provided that such entity's entire income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

## ARTICLE IV

The initial registered office of the Corporation shall be 151 Willowbend Road, Peachtree City, Georgia 30269 in Fayette County. The initial registered agent of the Corporation at such address shall be Bernard J. McMullen.

## ARTICLE V

The name and address of the incorporator is:

Bernard J. McMullen  
151 Willowbend Road  
Peachtree City, Georgia 30269

## ARTICLE VI

The purposes for which the Corporation is formed are as follows:

- (a) The Corporation is an association of members the purposes of which, as set forth in the articles of incorporation, are not organized for profit and no part of the net earnings of which inures to the benefit of any profit shareholder of individual within the meaning of Section 501(c)(6) of the Internal Revenue Code. The Corporation was organized, and at all times shall be operated, to serve the needs and interests of tourism within the City of Peachtree City. The purposes of the Corporation shall include, but shall not be limited to:

- Improve the availability of basic goods and services within the City of Peachtree City;

- Develop the educational, cultural and economic potential of the City of Peachtree City;
  - Enlist the active interest and financial support of individuals and businesses in the development, improvement and beautification of the City of Peachtree City;
  - Improve and maintain the appeal of the City of Peachtree City by improving and maintaining the physical, environmental and business conditions in the City;
  - Increase City revenues by stabilizing the tax base, enhancing property values and increasing retail sales in the City;
  - Contract with the City of Peachtree City to expend on behalf of the City of Peachtree City that portion of the hotel/motel tax authorized by Georgia law and other funding, and use the tax revenue and other funds to promote tourism, conventions and trade shows within the City. The Corporation's overall purpose will be to promote the welfare of the public, stimulate commerce and otherwise serve the public interest of the City of Peachtree City, as set forth in these Articles of Incorporation and the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code, within the subject to the limitations of Section 501(c)(6) of the Internal Revenue Code; and
  - By contract with the City of Peachtree City, to manage and operate the
  - ~~Frederick W. Brown, Jr. Amphitheater and the Peachtree City Tennis Center.~~
- (b) This Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property or net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article VI of these Articles. The Corporation shall not lobby or otherwise attempt to influence legislation or participate or intervene in (including publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any provision of these Articles, the Corporation shall not carry on any other activities to the extent that such activities are not permitted to be carried on by an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

## ARTICLE VII

The affairs of the Corporation shall be managed by a Board of Directors. The number of Directors of the Corporation and method of election shall be set out in the bylaws.

### ARTICLE VIII

The Board of Directors shall consist of Seven (7) members to be comprised as follows:

1. — Five (5) citizens or persons conducting business within the City of Peachtree City. At least one (1) of the citizens appointed to the Board shall be employed in the restaurant or hotel/motel business and one of these same citizens shall have a minimum of five (5) years of fiscal experience (fiscal experience shall be defined as on the job training, education, degrees, and/or licenses gained in finance, accounting, and/or professional budgeting. ).
2. The Chairperson of the Recreation Commission of the City of the City of Peachtree City; and
3. One member of the City Council of Peachtree City to be selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in January.
4. Each member shall maintain an 80 percent attendance record at all regular and called meetings for the previous 12 months. Members failing to maintain such an attendance record, or who are absent at any three consecutively scheduled meetings may be immediately dismissed from the Association by the Mayor unless satisfactory justification of the absences is received from the Chairman. However, the Chairman may excuse an absence for documented medical reasons or for business directly related to the purpose of the Association so long as the total number of absences does not result in attendance falling below 70 percent for the previous 12 months.
5. In addition to the above seven directors, the Mayor and City Council shall appoint two citizens of Fayette County as non-voting members of the Board of Directors. The two non-voting members of the Board of Directors shall be:
  - (a) The President of the Fayette County Chamber of Commerce or designee. The designee shall be someone under the direct supervision of the President of the Fayette County Chamber of Commerce by virtue of their employment. One non-voting member shall be a citizen active in economic and/or community development in Fayette County.

(b) At the time of appointment of a member(s) to the Board, the Mayor and City Council may designate alternate(s) from the pool of applicants. Any alternate shall have the ability to participate in all discussion of the Association but shall not have the right to vote on any matter before the Association.

~~The term of the alternate will extend until the interview process is concluded for the next vacancy. At that time, a new alternate may be designated. The alternate would be appointed as a regular member of the Board should there be a vacancy of an unexpired term of less than 12 months. If an unexpired term of more than 12 months occurs~~  
At the next normal interview process, ~~will occur and~~ the alternate will not automatically be appointed to the position. While serving as an alternate, the alternate will be required to attend a minimum of 50 60 percent of regular and called meetings of the Board.

## ARTICLE IX

. In the event of dissolution, the balance of all assets received by the Corporation for its operations, after the payment of all debts and obligations of the Corporation, shall be distributed to the City of Peachtree City (or an entity that is an integral part of the City of Peachtree City), provided that such entity's income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

## ARTICLE X

- (a) Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venture or trustee of another corporation, partnership, joint venture, or trustee of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the Corporation for all costs of litigation (including attorneys' fees), judgments, fines and amounts paid in settlement which are allowed to be paid, advanced or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, arbitral, administrative, or investigative, whether formal or informal, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises.. Such

indemnification, reimbursement or advance shall be made only in accordance with the laws of the State of Georgia, including the Georgia Nonprofit Corporation Code, subject to the conditions under such statutory provisions.

(b) In any instance where the laws of the State of Georgia permit indemnification, reimbursement or advances to be provided to persons who are or have been an officer or director of the Corporation or who are or have been an officer, director, partner, joint venture or trustee of any such other enterprise only on a determination that certain specified standards of conduct have been met, that all statutory requirements and procedures have been satisfied, and that upon application for indemnification, reimbursement or advances by any such person the Corporation shall promptly cause such determination to be made in accordance with the statutory procedures of Georgia law.

(c) Nothing in this Article shall be construed as limiting the applicability and Code of Georgia law with respect to indemnification, reimbursement and advances for expenses; further, as a condition to any such right of indemnification, the Corporation may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Corporation and at the expense of the Corporation.

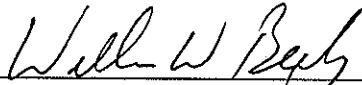
(d) In accordance with the law of the State of Georgia, the Corporation may purchase and maintain insurance on behalf of any such persons whether or not the Corporation would have the power to indemnify such officers and directors against any liability under the laws of the State of Georgia. Any expenses or other amounts that are paid by way, or by indemnification, reimbursement, or advances of funds other than by court order, action by shareholders, the Corporation shall provide notice of such payment to the shareholders in accordance with the applicable provisions of the laws of the State of Georgia.

## ARTICLE XI

The Articles of Incorporation of the corporation may be amended at any time in the manner provided in the Georgia Nonprofit Corporation Code (or the corresponding provision of any future Georgia nonprofit corporation law) by the affirmative vote of a majority of the directors then in office and by the City Council of the City of Peachtree City, Georgia; provided, however, that no amendment may be made which would cause the organization no longer to be qualified as an exempt organization described in Section 501(c)(6) of the Code.

The effective date of these Articles of Incorporation shall be \_\_\_\_\_ 2009.

IN WITNESS WHEREOF, the undersigned has executed these Articles of  
Incorporation this 25<sup>th</sup> day of February, 2009.

  
\_\_\_\_\_  
William Bexley, Tourism Association, Inc.

**BY-LAWS**  
**OF**  
**PEACHTREE CITY TOURISM ASSOCIATION, INC.**

**Incorporated as a Not-for-Profit Corporation**  
**Under the laws of the State of Georgia**

**Incorporated \_\_\_\_\_, 2003.**

## ARTICLE ONE

### Name, Location and Offices

1.1 Name. The name of this Corporation shall be:

**“PEACHTREE CITY TOURISM ASSOCIATION, INC.”**

1.2 Registered Office and Agent. The Corporation shall maintain a registered office in the State of Georgia, and shall have a registered agent whose address is identical with the address of such office, in accordance with the requirements of the Georgia Nonprofit Corporation Code.

1.3 Other Offices. The principal office of the Corporation shall be located at such places as designated by the Board of Directors. The Corporation may have other offices at such place or places, within or outside the State of Georgia, as the Board of Directors may determine from time to time or the affairs of the Corporation may require or make desirable.

## ARTICLE TWO

### Purposes and Governing Instruments

2.1 Not-for-Profit Corporation. The Corporation shall be organized and operated as a not-for-profit corporation under the provisions of the Georgia Nonprofit Corporation Code.

2.2 Purposes. The Corporation is an association of members the purposes of which, as set forth in the articles of incorporation, are not organized for profit and no part of the net earnings of which inures to the benefit of any private shareholder or individual within the meaning of Section 501(c)(6) of the Internal Revenue Code. The Corporation was organized, and at all times shall be operated, to serve the needs and interests of tourism within the City of Peachtree City. The purposes of the Corporation shall include, but shall not be limited to, the following:

- Improve the availability of basic goods and services within the City of Peachtree City;
- Develop the educational, cultural and economic potential of the City of Peachtree City;
- Enlist the active interest and financial support of individuals and businesses in the development, improvement and beautification of the City of Peachtree City;

- Improve and maintain the appeal of the City of Peachtree City by improving and maintaining the physical, environmental and business conditions in the City;
- Increase City revenues by stabilizing the tax base, enhancing property values and increasing retail sales in the City;
- Contract with the City of Peachtree City to expend on behalf of the City of Peachtree City that portion of the hotel/motel tax authorized by Georgia law and other funding, and use the tax revenue and other funds to promote tourism, conventions and trade shows within the City. The Corporation's overall purpose will be to promote the welfare of the public, stimulate commerce and otherwise serve the public interest of the City of Peachtree City, as set forth in these Articles of Incorporation and the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code, within the subject to the limitations of Section 501(c)(6) of the Internal Revenue Code; and
- By contract with the City of Peachtree City to manage and operate the ~~Frederick W. Brown, Jr. Amphitheater~~ and the Peachtree City Tennis Center.

2.3 Governing Instruments. The Corporation shall be governed by its articles of incorporation and these bylaws.

2.4 The Corporation shall not lobby or otherwise attempt to influence legislation. The Corporation shall not in any manner or to any extent participate in or intervene in any political campaign on behalf of any candidate for public office. In the event of dissolution or liquidation of the corporation, the balance of all assets received by the Corporation for its operations, after the payment of all debts and obligations of the Corporation, shall be distributed to the City of Peachtree City (or an entity that is an integral part of the City of Peachtree City) provided that such entity's entire income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

## **ARTICLE THREE**

### **Board of Directors**

3.1 Authority and Responsibility of the Board of Directors. The supreme authority of the Corporation and the government and management of the affairs of the Corporation shall be vested in the Board of Directors; and all the powers, duties, and functions of the Corporation conferred by the articles of incorporation, these bylaws, state statutes, common law, court decisions, or otherwise, shall be exercised, performed, or controlled by the Board of Directors, except as otherwise limited in these bylaws.

The governing body of the Corporation shall be the Board of Directors. The Board of Directors shall provide supervision, control and directions of the management, affairs and property of the Corporation; shall determine its policies or changes therein; and shall actively pursue its purposes and objectives and supervise the disbursement of its funds. The Board of Directors may adopt, by majority vote, such rules and regulations for the conduct of its business and the business of the Corporation as shall be deemed advisable, and may, in the execution of the powers granted, delegate certain of its authority and responsibility to an executive committee. Under no circumstances, however, shall any actions be taken which are inconsistent with its articles of incorporation or these bylaws; and the fundamental and basic purposes of the Corporation, as expressed in the articles of incorporation and these bylaws, shall not be amended or changed.

The Board of Directors shall not permit any part of the net earnings or capital of the Corporation to inure the benefit of any member, director, officer, trustee, or other private person or individual.

Only when the services are not otherwise available from resources of the City of Peachtree City; the Board of Directors may, from time to time, appoint, as advisors, persons whose advice, assistance and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the Corporation; and, to employ such person or persons, including an executive director or officer, attorneys, trustees, agents, and assistants, as in its judgment are necessary or desirable for the administration and management of the Corporation, and to pay reasonable compensation for the services performed and expenses incurred by any such person or persons. The Board of Directors, either directly or through its management, shall meet not less than one (1) time per month with the City Manager and City Financial Services Director of the City of Peachtree City, Georgia, so as to review the financial status of the corporation.

The seven (7) member Board of Directors and any officers of the Corporation shall be appointed in the manner established in Section: 3.3 of these Bylaws. The Board of Directors shall have full power and authority to review and approve in advance both short-term and long-term budgets, capital and operating, of income and expenditures of the Corporation and to exercise such other supervision and control over the affairs and property of the Corporation as the Board of Directors of the Corporation may deem necessary or desirable to ensure the 501(c)(6) purposes and functions of the Corporation are carried out.

3.2 Board of Directors. The ultimate property, affairs, activities and concerns of the Corporation shall be vested in a Board of Directors, consisting of seven(7) directors. The members of the Board shall, upon appointment, immediately enter upon the performance of their duties and shall continue in office until their successor shall have been duly appointed and qualified, or until the director's earlier death, resignation, removal or disqualification.

3.3 Manner of Appointment and Term of Office. The seven(7) member Board of Directors shall be appointed by the City Council of the City of Peachtree City ("Council"); provided that five (5) directors shall be citizens of, or persons conducting business within the City of Peachtree City, one of whom shall be employed in the restaurant or hotel/motel business; one (1) director shall be the Chairperson of the Peachtree City Recreation Commission; and one member shall be a member of the City Council of Peachtree City selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in January. One of the these same citizens shall have a minimum of five (5) years of fiscal experience (fiscal experience shall be defined as on the job training, education, degrees, and/or licenses gained in finance, accounting, and/or professional budgeting. ). Also, the citizens-at-large shall serve for a maximum of two consecutive three-year terms. The Board shall consist of a chair, a vice-chair and a secretary/treasurer to be chosen by and from the voting Board of Directors of the Corporation. At the expiration of his/her term, any director may be re-appointed. The City Council may stagger the terms of the directors so as to provide continuity on the board.

In addition to the seven member Board of Directors, there shall be two non-voting directors appointed by the City Council of the City of Peachtree City: One non-voting director shall be the President of the Fayette County Chamber of Commerce or designee. The designee shall be someone under the direct supervision of the President of the Fayette County Chamber of Commerce by virtue of their employment. One non-voting director shall be a citizen active in economic and/or community development in Fayette County.

At the time of appointment of a director(s) to the Board, the Mayor and City Council may designate alternate(s) from the pool of applicants. Any alternate shall have the ability to participate in all discussion of the Association but shall not have the right to vote on any matter before the Association. ~~The term of the alternate~~

~~will extend until the interview process is concluded for the next vacancy~~  
~~-At that time, a new alternate may be designated.~~ The alternate would be appointed as a regular member of the Board should there be a vacancy of an unexpired term. ~~of less than 12 months. If an unexpired term of more than 12 months occurs,~~

At the next normal interview process ~~will occur~~ and the alternate will not automatically be appointed to the position. While serving as an alternate, the alternate will be required to attend a minimum of 50- 60 percent of regular and called meetings of the Board.

The Board shall consist of a chair, a vice-chair and a secretary/treasurer to be chosen by the Board of Directors of the Corporation.

3.4 Removal. Any director may be removed by the Council. ~~A removed director's successor shall be appointed by the Council to serve the unexpired term.~~  
~~Failure of any~~ Each director to attend seventy five percent (75%) shall maintain an eighty percent (80%) attendance record for all of the regular and called meetings of the Board of Directors of the Corporation held in the previous 12 months. ~~any fiscal year of the Corporation shall~~

~~operate as a tender of such director's resignation, and such director shall be removed from the Board; provided~~  
~~, however, that a director, may petition the Board for an excused absence due to unavoidable circumstances. Members failing to maintain such an attendance record or who are absent at any three consecutively scheduled meetings may be immediately dismissed from the Association by the Mayor unless satisfactory justification of the absences is received from the Chairman. However, the Chairman may excuse an absence for documented medical reasons or for business directly related to the purpose of the Association so long as the total number of absences does not result in attendance falling below 70 percent for the previous 12 months.~~

3.5 Vacancies. Any vacancy in the Board of Directors arising at any time and from any cause, may be filled for the unexpired term only by the Council. Unless otherwise provided by these bylaws, each director so appointed shall hold office until the expiration of his or her term and the qualification of his or her successor.

3.6 Compensation. There shall be no Director compensation. Directors may be reimbursed for actual out-of-pocket expense incurred in pursuing the business of the Corporation, provided the expenses are approved by the Board prior to being incurred, or are incurred pursuant to prior established Board policy.

## ARTICLE FOUR

### Meetings of the Board of Directors

4.1 Place of Meetings. Meetings of the Board of Directors may be held at any place within the State of Georgia as set forth in the notice thereof or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the principal office of the Corporation.

4.2 Annual Meeting; Notice. The annual meeting of the Board of Directors shall be held at such place as the Board of Directors shall determine on such day and at such time as the Board of Directors shall designate. Unless waived as contemplated in Section 5.2, notice of the time and place of such annual meeting shall be given by the secretary either personally or by telephone or by mail or by telegram not less than ten (10) nor more than fifty (50) days before such annual meeting.

4.3 Regular Meetings; Notice. Regular meetings of the Board of Directors shall be held from time to time between annual meetings at such times and at such places as the Board of Directors may prescribe.

4.4 Special Meetings; Notice. Special meetings of the Board of Directors may be called by the Chair, or by any four (4) of the directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be

given by the secretary/treasurer either personally, by telephone, by mail, by email, by telegram, or by facsimile at least twenty-four (24) hours before such meeting.

4.5 Waiver. Attendance by a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

4.6 Quorum. Four (4) directors shall constitute a quorum.

4.7 Vote Required for Action. Except as otherwise provided in these bylaws or by law, the act of four (4) directors present at a meeting shall be the act of the Board of Directors.

4.8 Adjournments. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or the business to be transacted, other than by announcement at the meeting that was adjourned. At any such meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting, which was adjourned.

## ARTICLE FIVE

### Notice and Waiver

5.1 Procedure. Whenever these bylaws require notice to be given to any director, the notice shall be given as prescribed in Article Four. Whenever notice is given to a director by mail, the notice shall be sent by first-class mail by depositing the same in a post office box or letter box in a postage prepaid sealed envelope addressed to the director at his address as it appears on the books of the Corporations and such notice shall be deemed to have been given at the time the same is deposited in the United States mail. Notice shall be deemed to have been given by telegram, cablegram, facsimile, or email at the time notice is filed with the transmitting agency.

5.2 Waiver. Whenever any notice is required to be given to any director by law, by the articles of incorporation, or by these bylaws, a waiver thereof in writing signed by the director entitled to such notice, whether before or after the meeting to which the waiver pertains, shall be deemed equivalent thereto.

## ARTICLE SIX

### Officers

6.1 Number and Qualifications. The executive officers of the Corporation may consist of officers as the Board deems necessary for the efficient management of the Corporation; but the Corporation shall not be required to have, at any time, any officers other than the chair, vice-chair and secretary/treasurer which shall be members of the Board.

6.2 Election and Term of Office. The executive officers of the Corporation, shall be elected by the Board of Directors of the Corporation on a biannual basis at the first meeting after Board appointments have been made by Council, and shall serve at the will of said Board.

6.3 Other Agents. Subject to Section 3.1 of these Bylaws, the Board of Directors may appoint from time to time such agents as it may deem necessary or desirable, each of whom shall hold office at the pleasure of the Board, and shall have such authority and perform such duties and shall receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.

6.4 Removal. Any officer or agent elected or appointed by the Board of Directors of the Corporation, may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby; provided that any such removal shall be without prejudice to the contract rights, if any, of the officer or agent so removed.

6.5 Vacancies. Except as provided elsewhere in these By-Laws, a vacancy in any office arising at any time and from any cause may be filled for the unexpired term by the Peachtree City City Council.

6.6 Chair. The chair shall preside at all meetings of the Board of Directors. The chair shall appoint the members and chairs of any committee of the board. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe. The chair shall be a member of the Board and shall report to and be supervised by the Board of Directors.

6.7 Vice-Chair. The vice-chair shall preside at all meetings of the Board of Directors in the absence or disability of the chair, and shall act in the place of the chair in the chair's absence or disability. He or she shall perform such other duties, and have such other authority and powers as the Board of Directors may from time to time prescribe. The vice-chair shall be a member of the Board, and shall report to and be supervised by the Board of Directors.

6.8 Secretary / Treasurer. The secretary/treasurer shall attend all meetings of the Board of Directors and record, or cause to be recorded, all votes, actions and the minutes of all proceedings in a book to be kept for that purpose and shall perform, or cause to be performed, like duties for other board committees when required. The secretary/treasurer shall give, or cause to be given, notice of all meetings of the Board of

Directors. The secretary/treasurer shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors or the Chair, affix it to any instrument requiring it. The secretary/treasurer shall be a member of the Board and shall report to and be under the supervision of the Board of Directors. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

## ARTICLE SEVEN

### Conflict and Disclosure of Interest

The directors and officers of the Corporation shall comply with and enforce the "Conflict and Disclosures of Interest" policies as adopted by these Bylaws, and may be amended from time to time.

7.1 Purpose. The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

#### 7.2 Definitions.

Interested Person: Any director, principal officer, or member of a committee with board delegated powers that have a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity or venue in which the Corporation is a part, he or she is an interested person with respect to all such entities.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

- a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest, a person who has a financial interest may have a conflict of interest only if the Board of Directors decides that a conflict of interest exists.

### 7.3 Procedures

7.3.1 Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the Board of Directors and members of committees with board delegated powers considering the proposed transaction or arrangement.

7.3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

#### 7.3.3 Procedures for Addressing the Conflict of Interest.

- a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
- b. The chair/president of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Board shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

#### 7.3.4 Violations of the Conflicts of Interest Policy.

- a. If the Board has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### 7.4 Records of Proceedings.

The minutes of the Board and all committees with board-delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

#### 7.5 Compensation.

- a. A voting member of the Board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

#### 7.6 Annual Statements.

Each member of the board and each officer shall annually sign a statement, *which* affirms that such person:

- a. has received a copy of the conflicts of interest policy,

- b. has read and understands the policy,
- c. has agreed to comply with the policy, and
- d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

## ARTICLE EIGHT

### Committees

8.1 Committees of Directors. Committees, each consisting of one (1) or more directors, not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of directors.

8.2 Advisory and Other Committees. The Board of Directors may provide for such other committees, including committees, advisory groups, boards of governors, etc., consisting in whole or in part of persons who are not directors of the Corporation, as it deems necessary or desirable, and discontinue any such committee as its pleasure. It shall be the function and purpose of each such committee to advise the Board of Directors on matters relating to the business and affairs of the Corporation; and each such committee shall have such powers and perform such specific duties or functions, not inconsistent with the articles of incorporation of the Corporation or these bylaws, as may be prescribed for it by the Board of Directors.

8.3 Finance Committee. There is hereby created a Finance Committee of the Corporation, the members of which committee shall include the City Manager and City Financial Services Director of the City of Peachtree City, Georgia, the Executive Director of the Corporation, a member of the Board of Directors, and the Tennis Center Manager and ~~Amphitheater Manager~~ of the Corporation. The Finance Committee shall meet not less than one (1) time each month so as to review the financial posture and status of the Corporation.

8.4 Committee Governance. Except as otherwise provided in Board resolution or in these bylaws, a committee formed by the Board shall be generally governed as follows:

8.4.1 Appointment and Removal. Except as otherwise provided in such resolution or in these bylaws, members of each such committee shall be appointed by the chairperson of the Corporation. Any member of any committee may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

8.4.2 Terms of Appointment. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors or until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

8.4.3 Meetings, Notice and Waiver. The committee may establish a regular meeting schedule. Special meetings of the committee may be called by, or at the direction of, the chairperson of the committee, the Corporation's Chair, or a majority of the members of the committee. Notice of the time, place and purpose of any meeting, except scheduled regular meetings, shall be given, in writing, by the chairperson of the committee or the president, or either's designee, to each member personally, by personal delivery, telephone, facsimile, e-mail or telegram at least twenty-four (24) hours prior to the meeting, or by mailing at least three (3) days prior to the meeting. Attendance of a member at a meeting shall constitute a waiver of notice of the meeting. Attendance of a member at a meeting shall constitute a waiver of notice of the meeting, except where the member delivers to the chairperson, before any vote is taken, a written objection to the notice or the calling of the meeting. No business shall be conducted at any called meeting except that stated in the notice, unless all then serving members are present and consent to non-noticed business being discussed or acted upon. Business may be conducted at a special meeting upon written waiver of notice by all members, or upon written waiver of notice being obtained from all members not receiving notice. The committee shall keep minutes of its proceedings and shall report to the Board at meetings of the Board.

8.4.4 Chair. One member of each committee shall be appointed chair thereof by the chair of the Corporation.

8.4.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.4.6 Quorum. Unless the Board of Directors directs otherwise, eighty percent (80%) or more of the committee members then serving shall constitute a quorum; and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.4.7 Rules. Each committee may adopt rules for its own government, so long as such rules are not inconsistent with these bylaws or with rules adopted by the Board of Directors.

8.4.8 Board Reports and Control. Any action of a committee shall be reported to the Board of Directors at its regular meeting next succeeding such

action and shall be subject to control, revision and alteration by the Board of Directors.

## ARTICLE NINE

### Contracts, Checks, Deposits, and Funds

9.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority must be in writing and may be general or confined to specific instances.

9.2 Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the chair or vice-chair and countersigned by the City Manager or Director of Finance of the City of Peachtree City.

9.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

9.4 Gifts. The Board of Directors may accept on the behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

## ARTICLE TEN

### Indemnification and Insurance

10.1 Indemnification. In the event that any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, seeks indemnification from the Corporation against expenses, including attorney's fees ( and in the case of actions other than those by or in the right of the Corporation, judgments, fines and amounts paid in settlement), actually and reasonably incurred by him in connection with such action, suit, or proceeding by reason of the fact that such person is or was a director, officer, employee, trustee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, trustee, or agent of another Corporation, domestic or foreign, not-for-profit or for profit, partnership, joint venture, trust, or other enterprise, then, unless such indemnification is ordered by a court, the Corporation shall determine, or cause to be determined, in the manner provided under Georgia law; and, to the extent it is so determined that such indemnification is proper, the person claiming such indemnification shall be indemnified to the fullest extent now or hereafter permitted by Georgia law.

10.2 Indemnification Not Exclusive of Other Rights. The indemnification provided in Section 10.1 above shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the articles of incorporation of bylaws, or any agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while, holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, trustee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

10.3 Insurance. To the extent permitted by Georgia law, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, trustee, or agent of the Corporation, or is was serving at the request of the Corporation as a director, officer, employee, trustee, or agent or another corporation, domestic or foreign, not-for-profit or for profit, partnership, joint venture, trust or other enterprise.

## ARTICLE ELEVEN

### Miscellaneous

11.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors. The Corporation shall keep at its registered or principal office a record giving the names and addresses of the directors.

11.2 Corporate Seal. The corporate seal (of which there may be one or more exemplars) shall be in such form as the Board of Directors may from time to time determine.

11.3 Fiscal Year. The Board of Directors is authorized to fix the fiscal year of the Corporation and to change the same from time to time as it deems appropriate.

11.4 Internal Revenue Code. All references in these bylaws to sections of the Internal Revenue Code shall be considered references to the most recent revision of the Internal Revenue Code, as from time to time amended, to the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such sections and provisions.

11.5 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these bylaws shall be invalid or inoperative, then, so far as is reasonable

and possible, the remainder of these bylaws shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

11.6 Table of Contents; Headlines. The table of contents and headings are for organization only.

11.7 Relation to Articles of Incorporation. These bylaws are subject to, and governed by, the articles of incorporation.

## ARTICLE TWELVE

### Amendments

12.1 Powers to Amend Articles and Bylaws. Subject to the provisions of Section 12.2 of this Article, the Board of Directors shall have the power to alter, amend, or repeal the articles of incorporation or these bylaws, or adopt new bylaws; provided, however, that the Board of Directors shall have no power or authority to make any changes in the articles of bylaws which would in any way diminish or derogate from the duties at Section 2.2 of these Bylaws.

12.2 Conditions. Action by the Board of Directors with respect to the articles of incorporation or these bylaws shall be taken by the affirmative vote of a majority of all directors then holding office. Anything in these bylaws to the contrary notwithstanding, no action with respect to the articles of incorporation or these bylaws shall be taken without the prior written approval of the Council.

## ARTICLE THIRTEEN

### Reserved Powers of the Council

13.1 Limitations on Board of Directors. Notwithstanding any other provision contained herein, the Board of Directors of the Corporation shall not undertake the following actions without the prior approval of the Council:

- a. Expend cash or incur any indebtedness with respect to any transaction or group of related transactions in excess of \$20,000.00, excluding any amounts previously approved as a part of the Corporation's capital budget or business plan (such transactions requiring approval pursuant to this section being hereinafter referred to as "Material Transactions");
- b. Approve the acquisition of control by the Corporation of, or the affiliation of the Corporation with, any other entity;
- c. Amend the articles of incorporation or bylaws of the Corporation;

- d. Voluntarily file any petition in bankruptcy;
- e. Adopt any short-term capital or operational or long-term budget of the Corporation; or
- f. Acquire, sell, transfer or otherwise dispose of any assets of the Corporation, excluding: (i) transactions occurring in the ordinary course of business, (ii) transactions previously approved as part of the Corporation's budget or business plan, (iii) transactions among the Corporation and the City of Peachtree City.

## ARTICLE FOURTEEN

### Tax-Exempt Status

14.1 The affairs of the Corporation at all times shall be conducted in such a manner as to assure its status as an organization as defined in Section 501(c)(6) of the Internal Revenue Code.

14.2 The Corporation shall have all the powers permitted nonprofit corporations in the State. Notwithstanding anything contained herein to the contrary, the Corporation:

- a. Shall only exercise such powers
- b. Shall engage in only such activities
- c. Is organized exclusively for such purposes as shall be permitted under Section(c)(6) of the Internal Revenue Code and regulations issued pursuant thereto as they now exist or as they may hereafter be amended.

14.3 No part of the income of the Corporation shall inure to the benefit of, or be distributable to, any director, officer, employee, or other agent of the Corporation or to any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation in furtherance of its purposes), and no director, officer, employee, or other agent of the Corporation, or any other private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

14.4 In the event of dissolution, the balance of all assets received by the Corporation for its operations, after the payment of all debts and obligations of the Corporation, shall be distributed to the City of Peachtree City (or an entity that is an integral part of the City of Peachtree City), provided that such entity's income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

## ARTICLE FIFTEEN

### Adoption of Bylaws

Peachtree City Tourism Association, Inc. is organized under the laws of the State of Georgia on this \_\_\_\_\_ day of \_\_\_\_\_, 2009  
. The Bylaws were adopted by resolution of the Board of Directors and the Corporation on and became effective as of said date.

{Signatures appear on the following page.}

**Effective date.** This Amendment to the By-Laws of the Peachtree City Tourism Association, Inc. shall become effective \_\_\_\_\_ 2009.

Adopted by a majority vote of the Board of Directors, in a public and open session of a regularly scheduled meeting of the Board of Directors, at which a quorum was present and voting on the 25 day of February, 2009.

Adopted: \_\_\_\_\_

William Bexley, Chairman  
Peachtree City Tourism  
Association, Inc.

Attest: \_\_\_\_\_

Mary E. Camblum

Approved on \_\_\_\_\_, 2009, by a majority vote of the City of Peachtree City Council ("Council"), in a public and open session of a regular scheduled meeting, at which a quorum was present and voting.

By: \_\_\_\_\_

Harold Logsdon, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and Council

**FROM:** City Manager

**DATE:** March 9, 2009

**SUBJECT:** CONSIDER APPOINTMENTS OF DEVELOPMENT AUTHORITY  
MEMBERS  
*March 19, 2009 City Council Agenda*

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**Recommendation:**

To appoint David Conner to complete Mr. Markus Schwab's unexpired term that would end on 2/28/12. In addition, the Committee further recommends that Nancy Connerat be appointed as an alternate to fill any vacancy that may occur when an unexpired term exists.

**Discussion:**

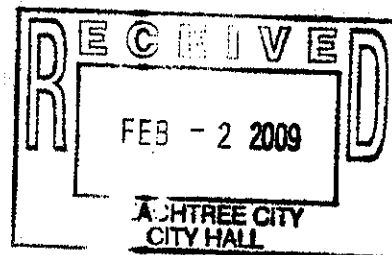
The Selection Committee, composed of Mayor Harold Logsdon, Council Member Steve Boone, Development Authority Chairman Todd Strickland, and myself, considered eight applicants for the vacancy on the Development Authority.

Copies of Mr. Conner and Ms. Connerat's applications are attached for your review.

**Budget Impact:**

This item should have no budgetary impact.

DEVELOPMENT AUTHORITY  
APPLICATION FOR APPOINTMENT



Thank you for your interest in being considered for appointment to the Development Authority.

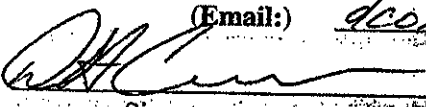
Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Development Authority is comprised of seven members appointed to four-year terms. Meetings are held on the third Monday of each month at 6:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for developing and promoting trade, commerce, industry and employment in Peachtree City.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, February 13, 2009**. The City will contact you within two weeks of the application closing date.

If you have any questions, please call 487-7657.

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

NAME David H Conner  
ADDRESS 100 Hermitage Pl  
Peachtree City, GA 30269  
TELEPHONE (Day Time) (678) 481-4040  
(Evening) (770) 487-4636  
(Fax #) —  
(Email:) dconner@tpinspection.com  
 1/28/09  
Signature Date

How long have you been a resident of Peachtree City?

22 years

Why are you interested in serving on the Development Authority?

I was born + raised in PTC and would like to do everything I can to ensure the prosperity of PTC for my family.

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

I have personally watched PTC evolve into the city it is today + I understand the intangible properties that make PTC so attractive. I have travelled throughout Europe + S. America + have experienced both good + bad development. This experience gives me a unique perspective to share w/ the city.

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

Timber Products Inspection, Inc. - 1995 to present.

I began as a summer intern and am now a Division Director fiscally + operationally responsible for an \$8 million division.

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

- Summer jobs while attending McIntosh H.S. for the Peachtree City Development Corporation.
- Small scale construction projects such as basement + bonus room finishing/remodeling.

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

Recently attended the Jan '09 mtg.

Are you willing to take continuing education classes?

Yes.

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

No.

Describe your current community involvement.

- Served recently on our Home Owners' Association board.
- My wife + I work closely each year w/ the PTO @ PTC elementary to landscape the school.

David H Conner

(770) 487-4636 [dconner@tpinspection.com](mailto:dconner@tpinspection.com)

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100 Hermitage Place, Peachtree City, GA 30269

Education

BS of Forest Resources, University of Georgia, Fall 1996

Employment

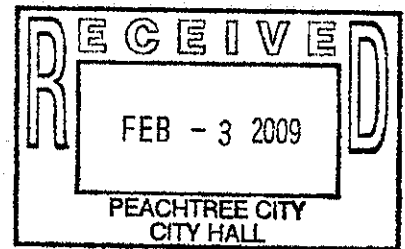
1995 to Present – Timber Products Inspection, Inc.

- Lumber Division Director (2005-present) Operationally responsible for the supervision of 9 field supervisors and approximately 34 field representatives in their inspections and daily activities as they relate to approximately 200 domestic lumber accounts and 1300 Wood-Packaging-Material accounts. Fiscally responsible for an \$8MM division.
- Overseas Lumber Division Manager (2003-2005)- responsible for 4 inspectors in Europe and South America with regard to their training and supervision of approximately 10 foreign mills. Required annual trips to Europe and South America.
- Field Representative (1997-2003) – Performed field inspections involving third party auditing of wood products in sawmills, log home manufacturing facilities, truss plants, treating plants, pallet plants, and other lumber-industry manufacturing facilities.
- Summer Intern (1995-1997) – Trained for two summers while attending UGA.

1988 to 1995 – Summer jobs while in high school and college:

- Barnett Shoals Chevron (summers of '93-'95) Performed oil changes, changed tires, worked the full-service lane.
  - Peachtree City Development Corporation (summers of '92-'93) Installed storm drain and performed other tasks to prepare new subdivisions in Peachtree City for development.
  - The Chimneys / Equitable (summers of '90-'91) Prepared dove fields on the property that is now The Chimney's subdivision and Stars Mill School complex.
  - Conner Walls Tire (summers of '88-'89) Performed oil changes, change tires, etc.
-

DEVELOPMENT AUTHORITY  
APPLICATION FOR APPOINTMENT



Thank you for your interest in being considered for appointment to the Development Authority.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Development Authority is comprised of seven members appointed to four-year terms. Meetings are held on the third Monday of each month at 6:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for developing and promoting trade, commerce, industry and employment in Peachtree City.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, February 13, 2009.** The City will contact you within two weeks of the application closing date.

If you have any questions, please call 487-7657.

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

NAME Nancy G. Connerat  
ADDRESS 301 Palatine Place  
Peachtree City, GA 30269  
TELEPHONE (Day Time) 770-486-8285  
(Evening) 770-328-7818  
(Fax #) \_\_\_\_\_  
(Email:) nconnerat@bellsouth.net  
NGConnerat 2/3/09  
Signature Date

**How long have you been a resident on Peachtree City? 4 years**

**Why are you interested in serving on the Development Authority?** I believe it is important to bring companies/clients to Peachtree City that can provide jobs along with securing the value to our property values & school system structure. We need to fill the spaces we have available and "revitalize" the business that are trying to be successful in 2009.

**What qualifications and experience do you possess that would benefit the Development Authority?** My background is in engineering where I have worked in manufacturing plus consulting. I have dealt with all levels of management, and I feel I would be able to make a good impression on attracting potential companies to the area. I think Peachtree City is the best choice of locations on the south side of Atlanta due to the excellent location of the airport, impressive healthcare options, highly successful school system plus good relocation community choice for potential company workforce. I am highly organized and a multi-tasker.

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

|                                 |                                  |
|---------------------------------|----------------------------------|
| Industrial Engineer             | Frito-Lay                        |
| Environmental & Safety Engineer | Frito-Lay                        |
| Project Engineer                | Diversified Engineering Services |

**Do you have any past experience relating to development? If so, describe.** Not at this time.

**Have you attended any Development Authority meetings if the past year and, if so, how many?** None

**Are you willing to take continuing education classes?** Yes

**Would there be any possible conflict of interest between your employment and you serving on the Development Authority?** No

**Describe your current community involvement.** I am currently the PTO President at Kedron Elementary. I am highly involved with Junior League of Atlanta, and both of my children play recreation sports through Peachtree City.

# **NANCY G. CONNERAT**

301 PALATINE PLACE • PEACHTREE CITY, GEORGIA 30269  
PHONE: (770) 486-8285 • E-MAIL: NCONNERAT@BELLSOUTH.NET

## **SUMMARY OF QUALIFICATIONS**

- Over seven years of management experience with a multi-billion dollar manufacturing company including expert skills in project management, production forecast and supervision, and environmental and safety compliance.
- Proven record as an environmental and engineering consultant for various manufacturing facilities in the Atlanta area.
- Detail oriented, self-motivated team player with highly effective interpersonal, communication, and problem-solving skills with the ability to work independently.
- Continued active service over several years with non-profit organizations to include board & director positions. Exceptional proficiency in Microsoft Office (Word, Excel, Publisher, Power Point, etc.)

## **PROFESSIONAL EXPERIENCE**

- 2005-2009 Non-Profit Organization, Kedron Elementary, PTC, GA, President & Treasurer
- 2002-2005 Non-Profit Organization, Junior League, Riverside, CA, Finance Director & Board
- 1997-2002 Diversified Engineering Services, Peachtree City, GA Engineering Consultant
- 1994-1997 Frito-Lay, Orlando, FL, Environmental & Safety Manager
- 1991-1994 Frito-Lay, Orlando, FL, Project, Receiving, and Production Manager

## **RELEVANT PROFESSIONAL SKILLS**

### ***Operations and Finance Management***

- Manage flow of incoming information from multiple sources, prioritize and delegate activities, coordinates response, and ensure appropriate documentation is maintained at all times.
- Maintain yearly calendar, manage and preside over meetings throughout the year, read and respond to a variety of correspondence, memos, and check requisitions.
- Provide logistical support to committee meetings and other events to ensure successful outcomes. Provide agenda and preparation materials, as necessary. Assist and support special projects as they develop throughout the year.
- Responsible for forecast spending, monitoring budget and meeting financial goals. Responsible for oversight of accounts payable and receivable including payroll, purchasing, billing, and collections.
- Oversee financial duties to ensure successful completion of month-end internal reporting. Accomplish various accounting tasks to include general ledger, account reconciliation, journal postings, and analyzing and interpreting various reports.

### ***Project Management***

- Provided guidance to manufacturing facilities on environmental aspects such as permitting (wastewater and air), on-going monitoring and compliance for specific wastewater parameters, completion of facility permits as required by state and local regulatory agencies, plus development of site-specific recordkeeping and monitoring programs.
- Provided industry with Health & Safety expertise to include: facility safety audits, development of specific site programs such as Hazcom, LOTO, PPE, etc. Provided on-site OSHA specific training in both manufacturing and construction fields.
- Managed and directed all plant capital projects. Completed 27 various projects within 9 months. (Frito-Lay)

***Environmental & Safety Compliance Officer***

- Developed and trained a core team of technicians to address plant-wide environmental issues to include hazardous waste, spill, water (potable and waste), and air emissions. Primary liaison between facility management and regulatory agencies in dealing with wastewater, hazardous wastes, and air issues.
- Responsible for the development of plant safety programs based upon OSHA standards.  
Responsible for creation, development and implementation of eight priority OSHA standards within six months time frame. Yearly injury rate reduced by 70%.
- Trained 450 individuals to include management levels, supervising resources, and technicians in all OSHA standards with a 98% completion rate.

**EDUCATION**

University of Florida at Gainesville, BS in Engineering, Major: Industrial  
University of Central Florida, BS in Engineering, Major: Environmental  
Georgia Tech, MS in Environmental Policy, In Progress

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and City Council

**VIA:** City Manager *[Signature]*  
Developmental Services Director *[Signature]*  
City Engineer *[Signature]*

**FROM:** Stormwater Manager *[Signature]*

**DATE:** March 11, 2009

**SUBJECT:** Stormwater Maintenance Agreements  
*March 19, 2009 City Council Agenda*

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### Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached stormwater maintenance agreement.

### Discussion:

Pursuant to our Post Construction Stormwater Management Ordinance, every new commercial/industrial development is required to sign an agreement with the City that states that the landowner will be responsible for the maintenance of their stormwater facility.

Attached is the agreement for the property owned by Flexxon Operation, Ltd. The agreement is completed in the standard format as has been reviewed by the City Attorney and is acceptable.

### Budget Impact:

There is no budget impact for this particular agreement.

Attachment

cc: File

STATE OF GEORGIA  
COUNTY OF FAYETTE

After Recording Return to:  
City Manager, City of Peachtree City  
151 Willowbend Road  
Peachtree City, Georgia 30269

# Peachtree City STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of February, 2009, by and between  
(Insert Full Name of Owner) TRECTOR ASSOCIATES, LLC hereinafter called  
the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that  
WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel  
Identification Number) 0733 071 as recorded by deed in the land  
records of the City of Peachtree City, Georgia, Deed Book 2984 Page 608, hereinafter  
called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site  
Plan/Subdivision Plan known as The Shoppes at Village Plaza (Name of Plan/Development)  
hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the  
City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety, and  
welfare of the residents of City of Peachtree City, Georgia, require that on-site stormwater management  
facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be  
constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein,  
and the following terms and conditions, the parties hereto agree as follows:



1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan dated 02/11/08, titled POND DETAILS C-10.2, on file in the office of the City Engineer and incorporated herein by express reference.
2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The inspection shall be performed by a registered professional engineer with experience in stormwater facility design, construction, and maintenance. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which schedule must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under



no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of City of Peachtree City, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests.



WITNESS the following signatures and seals:

Treetop Associates, LLC

Company/Corporation/Partnership Name (Seal)

By:

[Signature]

Manager

(Type Name and Title)

[Signature]

Witness

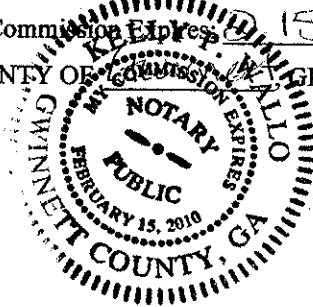
The foregoing Agreement was acknowledged before me this 27<sup>th</sup> day of February, 2009, by

Kelly P. Wallo  
Kelly P. Wallo

NOTARY PUBLIC

My Commission Expires: 15-10

COUNTY OF WINNETT GEORGIA



\_\_\_\_\_  
Mayor of Peachtree City

Witness

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

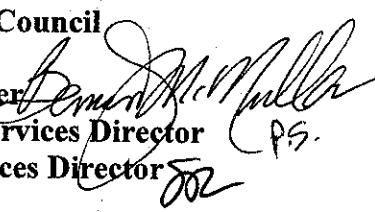
[Signature]

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and Council

**FROM:** City Manager   
Financial Services Director PS.  
Public Services Director 

**DATE:** March 12, 2009

**SUBJECT:** Consider Cancelling Contract with Trane, Inc.  
March 19, 2009 City Council Agenda

---

### Recommendation:

Staff recommends that Council terminate the City's contract with Trane, Inc., for ongoing energy savings guarantees and energy auditing services.

### Discussion:

The original contract with Trane, Inc., provided for installation of a number of energy-saving technologies (HVAC, water heating, lighting) during the first year of a ten-year agreement. The contract has an automatic year-to-year renewal provision for the term of the agreement, which essentially extends the energy-saving guarantee and provides for Trane to perform annual energy consumption auditing services for a set fee (\$7,600.00 in 2008).

After reviewing the results of the audit for calendar year 2008, staff believes that the original energy conservation goals were successfully met and probably continue to be met for the duration of the original ten-year guaranty period. Accordingly, there exists no reason to continue the contract guarantees with Trane and to incur the expense of the annual energy audit. Annual audits will be performed by City staff to ensure that the energy savings continue.

### Budget Impact:

Termination of the contract will save the City the annual \$7,600.00 energy auditing fee required during the maintenance period.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council Members

**VIA:** City Manager *Bernard M. Muller*  
Developmental Services Director *David*  
City Planner *David*  
Financial Services Director *P.S.*

**FROM:** City Engineer *David A. Borkowski*

**DATE:** March 12, 2009

**SUBJECT:** T-Mobile Cell Tower Ground Lease Amendment  
*March 19, 2009 City Council Meeting*

---

### Recommendation:

Staff is recommending City Council adopt an amendment to the City of Peachtree City Cell Tower Lease agreement with T-Mobile to allow for additional equipment to be added to the communications tower located behind City Hall, contingent upon T-Mobile obtaining the required permits.

### Discussion:

The Lessor and Lessee entered into a Ground Lease Agreement dated April 1<sup>st</sup>, 1998. In February of 2009, the Lessee (T-Mobile South LLC) contacted the city in an effort to obtain the rights to install additional antennas on the City of Peachtree City cell tower.

The City Engineer along with T-Mobile Representatives have gone over the structural analysis and has concluded that the proposed loads will not compromise the current structure.

After City Council has approved the amendment, T-Mobile has been informed that they must provide the City of Peachtree City Staff with official plans and adhere to any and all requirements for permitting.

A copy of the Amendment Agreement is shown in Attachment 1, and has been reviewed by the City Attorney.

**Budget Impact:**

There will be no cost to the City of Peachtree City for the installation of the proposed additional equipment. The annual rent payment due under the Lease shall increase by \$3,600 per year (\$300/month) to compensate for T-Mobile adding 3 antennas (each with amplifiers), 1 coax line to the tower and the addition of 1 equipment cabinet within the designated ground lease area.

**Attachments**

cc: City Engineer's File  
Public Services Director  
Public Information Officer  
Chief of Police  
Administrative Services Staff Assistant

## AMENDMENT TO PEACHTREE CITY GROUND LEASE AGREEMENT

THIS AMENDMENT TO PEACHTREE CITY GROUND LEASE AGREEMENT (this "Amendment") is effective the \_\_\_\_\_ day of March, 2009, between The City of Peachtree City, Georgia, an incorporated municipality of the State of Georgia ("Lessor"), and T-Mobile South LLC, a Delaware limited liability company, as successor in interest to Powertel/Atlanta, Inc. ("Lessee").

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement, dated April 1<sup>st</sup>, 1998 (the "Lease") and both desire to amend as follows;

NOWHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Exhibit A2 (Page 1 of 3) to the Lease is hereby deleted in it's entirety and replaced with Exhibit A to this Amendment, attached hereto and incorporated herein.
2. Effective April 1<sup>st</sup>, 2009, the annual rent payment due under the Lease shall increase by \$3,600.00 per annum. Such amount will be in addition to the base amount owed as per Paragraph 3(B) of the Lease, and shall increase annually in accordance with said paragraph 3(b) of the Lease. Lessee shall pay Lessor a prorated amount of the increased rent for the period of April 1<sup>st</sup>, 2009 through December 31<sup>st</sup>, 2009 in the amount of \$2,700.00 within sixty (60) days of the effective date of this Amendment.
3. Except as expressly modified herein, the terms and provisions of the Lease shall remain in full force and effect.
4. Article 13, Notices, of the Lease shall be amended as follows:

Lessor's Address for Notice Purposes:

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

Lessor's Address for Payment Purposes:

City of Peachtree City  
Attn: Finance Director  
151 Willowbend Road  
Peachtree City, GA 30269

Lessee's Address for Notice Purposes:

T-Mobile USA Inc.  
Attn: Lease Administrator  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

with a copy to:

T-Mobile South LLC  
Attn: Lease Administrator  
4 Concourse Parkway  
Suite 300  
Atlanta, GA 30328

EXECUTED as of the date, or later of the dates, set forth in the respective acknowledgements of the parties hereto.

LESSOR: The City of Peachtree City, Georgia, an incorporated Municipality of the State of Georgia

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(first signature must be by Mayor)

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(second signature must be by City Clerk)

(CITY SEAL)

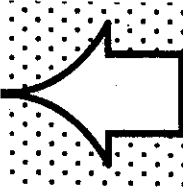
Federal Employer ID No.

58-107-99-55

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Seal



\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

LESSEE:

T-Mobile South LLC, a Delaware limited liability company, as successor in interest to Powertel/Atlanta, Inc.

By: Calvin Gray

Name: Calvin Gray

Title: Area Director of Engineering

Attest: Ed Trego

Name: Ed Trego  
Real Estate & Zoning Manager

Title: \_\_\_\_\_

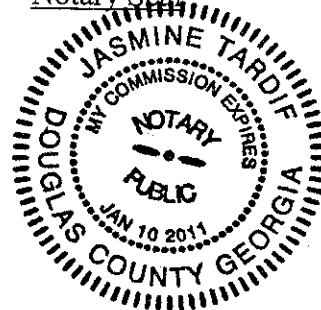
Sworn to and subscribed before me this 11th day of March, 2009 in the presence of

Cathie D. Steinberg  
Witness

[Signature]  
Notary Public

My commission expires:  
1/10/2011

\_\_\_\_\_  
Notary Seal



## EXHIBIT A

### LEASED PREMISES – LESSEE'S LEASED TOWER SPACE, LEASED GROUND SPACE, AND EQUIPMENT

#### FREQUENCIES

##### 2G:

Transmit Power Output: 35W

ERP: 398W (56dBm)

Transmit Frequency: 1950-1965 MHz (B band of PCS spectrum assigned for T-Mobile Atlanta market)

Receive Frequency: 1870-1885 MHz (B band of PCS spectrum assigned for T-Mobile Atlanta market)

##### 3G:

Transmit Power Output: 40W

ERP: 1000W (60dBm)

Transmit Frequency: 2110-2120 MHz (A1 and A2 bands of AWS spectrum assigned for T-Mobile Atlanta Market)

Receive Frequency: 1710-1720 MHz (A1 and A2 bands of AWS spectrum assigned for T-Mobile Atlanta Market)

#### ANTENNAS

| <u>Type (Tx/Rx)</u>                           | <u>QTY.</u> | <u>Manf./Model</u>                       | <u>Approx. Dimensions</u> |
|-----------------------------------------------|-------------|------------------------------------------|---------------------------|
| Panel (each w/<br>tower mounted<br>amplifier) | 6           | CSA Wireless:<br>PCSX065-18-x            | 72.4" x 6.3" x 3.5"       |
| Panel (each w/<br>tower mounted<br>amplifier) | 3           | RFS Celwave:<br>APXV18-206517S-<br>C-A20 | 72" x 6.8" x 3.15"        |

#### HELIAX

| <u>Type (Tx/Rx)</u> | <u>QTY.</u> | <u>Model</u> | <u>Approx. Dimensions</u> |
|---------------------|-------------|--------------|---------------------------|
| Andrews             | 13          | LDF7-50      | 1 5/8" diameter           |

#### GROUND SPACE

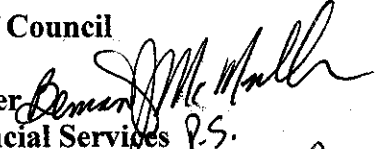
Lessee's ground lease area is 12' x 15' and contains Lessee's equipment cabinets (Qty. 4), power/telco cabinets and/or H-frame mount (Qty. 2), cabinets located on concrete pads, with Lessee's ice bridge and coax cables routed to tower. Lessee is permitted to install future ground equipment within the existing ground lease area provided Lessee has obtained Lessor's approval of Lessee's plans in advance, such approval not to be unreasonably withheld.

# CITY OF PEACHTREE CITY

## INTRAOFFICE MEMORANDUM

---

**TO:** Mayor Logsdon and Members of Council

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

**FROM:** Angela Egan, Purchasing Agent 

**DATE:** March 3, 2009

**SUBJECT:** Request to Surplus Goods  
*Council Meeting: March 19, 2009*

---

**Recommendation.** Staff recommends Council declare the items detailed on attached pages as surplus.

**Discussion.** The City has property that no longer has any value to most City departments and is taking up valuable storage space throughout the City. A list of such property – City Property for Surplus and Disposal - is attached and will be circulated to all City departments to determine if there is still a use for any of these items. If so, the items will be distributed to the appropriate City department.

An order permitting the disposal of items detailed on Exhibit "A" – Peachtree City Police Department Evidence/Property Purge List 020609 - was recently signed by Superior Court Judge Hankensen. Each item listed on the order specifies how it is to be disposed of. The Police Department shall be responsible for all items NOT marked TOT City Use (Turned Over To City Use). All items marked TOT City Use shall be disposed in accordance with City policy.

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, all items on the attached list, not retained by another department, 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  
Exhibit "A" – PTC PD Evidence/Property Purge List 020609

## **CITY PROPERTY FOR SURPLUS AND DISPOSAL**

### **FROM THE POLICE DEPARTMENT**

3 each of wooden chairs with blue cloth  
1 each of wooden chair with grey cloth  
6 each of plastic chairs with blue cloth  
2 each of plastic chairs with red cloth  
24 each of OC holders  
1 each of dark wood laminate podium  
9 each of plastic folding tables  
4 each of clothing/gym lockers  
6 prisoner barricades  
2 prisoner barricades  
3 prisoner seat pans  
1 locker room bench  
2 dehumidifiers  
3 TV wall mounts  
1 large box of unserviceable jackets/vests  
1 roll of grey carpet  
2 each of blue chairs with casters  
1 large box of unserviceable uniforms  
1 large pin board, 6' x 4'  
1 L&R Ultrasonic, Quantrex 650h, gun cleaner  
1 plastic prisoner seat, out of date  
4 each of Visitor parking place signs  
10 audio cassettes  
10 VHS tapes  
400 VHS-C tapes  
1 each of a video projector screen, won't retract  
1 large box of .40cal holsters ammo pouches  
1 large box of unserviceable camera parts  
1 filing cabinet

### **FROM KEDRON AQUATIC CENTER**

1 each black television, RCA 27"  
1 computer monitor, black, Dell 15"  
3 tan chair brackets  
6 silver partitions  
1 yellow lifeguard backboard  
1 Royal brand adding machine  
1 box white wheel casters  
2 Rubbermaid mop buckets, yellow

### **FROM ADMINISTRATIVE SERVICES**

1 each typewriter

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Bernard McMullen, City Manager  
Paul Salvatore, Financial Services Director P.S.  
Janet Camburn, Assistant Financial Services Director  
Angela Egan, Purchasing Agent we

**FROM:** H. C. Clark, Chief of Police

**DATE:** February 26, 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 February 17, 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.

# EXHIBIT "A"

## PEACHTREE CITY POLICE DEPARTMENT EVIDENCE / PROPERTY PURGE LIST 020609

### MONEY: FOUND / SAFEKEEPING / SEIZED

| Case #   | Barcode  | Description | Held For       | Case Status                 |
|----------|----------|-------------|----------------|-----------------------------|
| 08-11206 | PCPD0269 | \$100 bill  | Found Property | Owner Unknown, TOT City Use |

Total: \$100.00

### GUNS, AMMUNITION, OTHER WEAPONS

| Case #   | Barcode  | Description          | Held For       | Case Status                    |
|----------|----------|----------------------|----------------|--------------------------------|
| 02-12004 | PCPD0468 | 3 30/30 rifle rounds | Evidence       | Plea, To be destroyed          |
| 03-08165 | PCPD0544 | Steak knife          | Evidence       | Plea, To be destroyed          |
| 05-08140 | PCPD2280 | Daisy BB gun rifle   | Found Property | Owner Unknown, To be destroyed |
| 06-01312 | PCPD0501 | Brass knuckles       | Evidence       | Plea, To be destroyed          |

### DRUGS, MEDICATION

| Case #   | Barcode  | Description                                            | Held For | Case Status           |
|----------|----------|--------------------------------------------------------|----------|-----------------------|
| 01-07017 | PCPD3046 | Small quantity of crack cocaine, pipe, lighter         | Evidence | Plea, To be destroyed |
| 01-07017 | PCPD2988 | Small quantity of marijuana, broken pipe               | Evidence | Plea, To be destroyed |
| 01-02617 | PCPD2930 | Small quantity of crack cocaine                        | Evidence | Plea, To be destroyed |
| 02-00698 | PCPD3114 | Bags containing marijuana, pipe, rolling papers, scale | Evidence | Plea, To be destroyed |
| 02-03159 | PCPD4860 | Bag containing crack cocaine                           | Evidence | Plea, To be destroyed |
| 02-04310 | PCPD3069 | Bag containing marijuana, small plastic bags           | Evidence | Plea, To be destroyed |
| 02-05844 | PCPD2865 | Bag containing numerous smaller bags of marijuana      | Evidence | Plea, To be destroyed |
| 02-11432 | PCPD3659 | Clear bag w/ 17 pills (Vicadin)                        | Evidence | Plea, To be destroyed |
| 02-11432 | PCPD4488 | Bottle of 58 ½ pills, Xanax                            | Evidence | Plea, To be destroyed |
| 02-12004 | PCPD0473 | Wooden box containing marijuana and smoking devices    | Evidence | Plea, To be destroyed |
| 03-01123 | PCPD3110 | (3) small bags containing marijuana                    | Evidence | Plea, To be destroyed |
| 03-01380 | PCPD4879 | Bag containing crystallized substance                  | Evidence | Plea, To be destroyed |
| 03-01380 | PCPD3067 | Marijuana cigarette                                    | Evidence | Plea, To be destroyed |
| 03-02166 | PCPD4528 | 4 bags w/ marijuana, 62 empty baggies, scale, lighter  | Evidence | Plea, To be destroyed |
| 03-02166 | PCPD3808 | 2 smoking pipes, marijuana residue, drug paraphernalia | Evidence | Plea, To be destroyed |
| 03-02404 | PCPD4580 | 1 bag w/ marijuana, 5 bags w/ white residue, straw     | Evidence | Plea, To be destroyed |
| 03-02823 | PCPD4590 | Bag containing 27 pills, 3 bags of unknown powder      | Evidence | Plea, To be destroyed |
| 03-08797 | PCPD4647 | 2 baggies of marijuana, seeds                          | Evidence | Plea, To be destroyed |
| 03-10785 | PCPD4178 | 24 baggies of marijuana                                | Evidence | Plea, To be destroyed |
| 03-12722 | PCPD0635 | Bag containing smoking device, 6 blue pills            | Evidence | Plea, To be destroyed |
| 03-12722 | PCPD4627 | Envelope w/ marijuana, rolling papers                  | Evidence | Plea, To be destroyed |
| 03-12722 | PCPD3840 | Envelope w/ marijuana                                  | Evidence | Plea, To be destroyed |
| 03-14244 | PCPD4855 | Clear tube w/ white residue                            | Evidence | Plea, To be destroyed |
| 03-14244 | PCPD4856 | Clear bags w/ white residue                            | Evidence | Plea, To be destroyed |
| 03-14244 | PCPD4493 | Purple box w/ pills                                    | Evidence | Plea, To be destroyed |
| 03-14244 | PCPD3076 | Clear pipe w/ white residue                            | Evidence | Plea, To be destroyed |
| 03-14244 | PCPD3075 | Tube w/ residue, baggie w/ marijuana                   | Evidence | Plea, To be destroyed |
| 03-15430 | PCPD4642 | Box containing marijuana                               | Evidence | Plea, To be destroyed |
| 04-02112 | PCPD6156 | 7 bags of marijuana                                    | Evidence | Plea, To be destroyed |
| 04-02112 | PCPD4496 | White powder substance                                 | Evidence | Plea, To be destroyed |

|          |          |                                                          |                |                                |
|----------|----------|----------------------------------------------------------|----------------|--------------------------------|
| 04-02112 | PCPD3968 | Bag of marijuana                                         | Evidence       | Plea, To be destroyed          |
| 04-02112 | PCPD2878 | Two bags of marijuana                                    | Evidence       | Plea, To be destroyed          |
| 04-02761 | PCPD0739 | Pills, spoon w/ white substance, syringes, scales, etc   | Evidence       | Plea, To be destroyed          |
| 04-02761 | PCPD0740 | Glass pipe, cutting instrument, stickers, holster        | Evidence       | Plea, To be destroyed          |
| 04-02761 | PCPD4710 | White crystalline substance                              | Evidence       | Plea, To be destroyed          |
| 04-02112 | PCPD3710 | 5 bags of marijuana                                      | Evidence       | Plea, To be destroyed          |
| 04-03994 | PCPD3761 | Bag containing marijuana                                 | Evidence       | Plea, To be destroyed          |
| 04-03994 | PCPD4734 | 3 bags containing tan substance                          | Evidence       | Plea, To be destroyed          |
| 04-03994 | PCPD4735 | Bag containing white substance                           | Evidence       | Plea, To be destroyed          |
| 04-14439 | PCPD3777 | Bag of marijuana                                         | Evidence       | Plea, To be destroyed          |
| 04-14439 | PCPD3715 | 2 glass pipes                                            | Evidence       | Plea, To be destroyed          |
| 04-14439 | PCPD2889 | 6 baggies of white powder                                | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD3735 | Flashlight containing marijuana                          | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD3738 | Brass smoking pipe, marijuana                            | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD3737 | Marijuana, smoking pipe                                  | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD3736 | Bag containing marijuana                                 | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD4782 | Bag of cocaine                                           | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD4779 | Bag containing white powder                              | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD4778 | Bag containing white powder                              | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD4777 | Bag containing white powder                              | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD4776 | Bottle containing Xanax pill                             | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD4780 | One Zocpidem-Tartrate pill                               | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD4781 | One unknown pill                                         | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD4784 | Bottle of baking powder                                  | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD4783 | Bottle containing misc. pills                            | Evidence       | Plea, To be destroyed          |
| 04-16299 | PCPD3908 | 6 baggies of marijuana                                   | Evidence       | Plea, To be destroyed          |
| 04-16414 | PCPD3776 | Envelope containing marijuana                            | Evidence       | Plea, To be destroyed          |
| 04-18312 | PCPD4745 | Five bags containing white residue                       | Evidence       | Plea, To be destroyed          |
| 04-18312 | PCPD4746 | 2 baggies containing white substance                     | Evidence       | Plea, To be destroyed          |
| 04-18312 | PCPD2890 | Multiple baggies containing residue                      | Evidence       | Plea, To be destroyed          |
| 05-03868 | PCPD1435 | Pill capsule w/ white powder                             | Found Property | Owner unknown, To be destroyed |
| 05-06569 | PCPD4137 | Three (3) large bricks of marijuana                      | Evidence       | Plea, TOT Police Dept Use      |
| 05-06680 | PCPD4568 | Aciphex prescription bottle, bag w/ 24 white pills, meth | Evidence       | Plea, To be destroyed          |
| 05-06680 | PCPD4569 | Bag of marijuana                                         | Evidence       | Plea, To be destroyed          |
| 05-07035 | PCPD1378 | Glass jar containing white powder substance              | Found Property | Owner unknown, To be destroyed |
| 05-13046 | PCPD4470 | Bag of marijuana, matches, cigarette                     | Evidence       | Plea, To be destroyed          |
| 05-18016 | PCPD2984 | Bag of powdery substance                                 | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD0494 | 3 small plastic bags                                     | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD0495 | TDS Thermometer                                          | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD0496 | Misc drug paraphernalia (pipes, scales, grinder)         | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD0497 | Box, syringes, documents                                 | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD0498 | Receipt for light bulbs                                  | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD0499 | Tweezers, nail files                                     | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD0502 | Instruction manual for Sunlight Shed                     | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD2275 | Oregon Scientific thermo-hydro sensor                    | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD4153 | Suspected marijuana                                      | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD4154 | Baggie w/ suspected marijuana                            | Evidence       | Plea, To be destroyed          |
| 06-01312 | PCPD4705 | Plastic container w/ marijuana seeds                     | Evidence       | Plea, To be destroyed          |
| 06-11073 | PCPD3706 | Numerous bags of cocaine, tablets, residue               | Evidence       | Plea, To be destroyed          |
| 06-11073 | PCPD0782 | 3 meth pipes, scale, baggies, notes, papers              | Evidence       | Plea, To be destroyed          |
| 06-11775 | PCPD2861 | Bag w/ 30 Xanax tablets                                  | Evidence       | Plea, To be destroyed          |
| 06-11775 | PCPD2862 | 10 bottles w/ drugs, Brinks safe, bag of meth            | Evidence       | Plea, To be destroyed          |
| 07-00480 | PCPD3082 | Glass container w/ crystal rock substance                | Evidence       | Plea, To be destroyed          |
| 07-00480 | PCPD3867 | Glass smoking pipes, glass tube, lighters, etc           | Evidence       | Plea, To be destroyed          |
| 07-05278 | PCPD3089 | Three buds of susp marijuana                             | Found          | Owner unknown, To be destroyed |
| 08-07820 | PCPD0281 | 12 packages of marijuana, 16249.2 grams total            | Evidence       | Plea, TOT Police Dept Use      |
| 08-08107 | PCPD0041 | Bag containing susp marijuana                            | Found          | Owner unknown, To be destroyed |
| 08-11408 | PCPD0280 | Bag containing susp marijuana                            | Found          | Owner unknown, To be destroyed |
| 08-12027 | PCPD0294 | Bag containing susp marijuana                            | Found          | Owner unknown, To be destroyed |
| 08-12686 | PCPD0344 | 6 pills (3 Seroquil, 3 Vyvanse)                          | Found          | Owner unknown, To be destroyed |
| 08-13756 | PCPD0510 | Bag containing susp marijuana                            | Found          | Owner unknown, To be destroyed |
| 08-15203 | PCPD1671 | Bag containing susp marijuana                            | Found          | Owner unknown, To be destroyed |

# GENERAL EVIDENCE SEIZED AND/OR ABANDONED

| Case #   | Barcode  | Description                                          | Held For   | Case Status                                   |
|----------|----------|------------------------------------------------------|------------|-----------------------------------------------|
| 98-09557 | PCPD3230 | Videotape of traffic stop                            | Evidence   | Plea, To be purged                            |
| 98-26481 | PCPD0491 | Necklace, gold in color                              | Evidence   | ✓ Letter to owner undeliverable, TOT City Use |
| 00-17178 | PCPD3275 | Forged checks, ID card, pictures, wallet             | Evidence   | Owner Unknown, To be destroyed                |
| 02-05844 | PCPD4005 | Numerous plastic baggies, envelope                   | Evidence   | Plea, To be destroyed                         |
| 02-05844 | PCPD4006 | (4) scales, razor blade, scissors, Sony faceplate    | Evidence   | Plea, To be destroyed                         |
| 02-12004 | PCPD0469 | Cash register receipts                               | Evidence   | Plea, To be destroyed                         |
| 02-12004 | PCPD0470 | Videotape marked "Monday"                            | Evidence   | Plea, To be purged                            |
| 02-12004 | PCPD0466 | Kodak digital camera w/ lenses, Jason binoculars     | Evidence   | ✓ Unable to locate owner, TOT City Use        |
| 02-12004 | PCPD0471 | Copy of phone records                                | Evidence   | Plea, To be Purged                            |
| 02-12004 | PCPD0467 | Screwdriver, multi-tool                              | Evidence   | Plea, TOT Police Dept Use                     |
| 02-12004 | PCPD0465 | Crowbar, gray in color                               | Evidence   | Plea, TOT Police Dept Use                     |
| 02-12004 | PCPD0472 | Bank of Georgia bank bag                             | Evidence   | Plea, To be destroyed                         |
| 02-14191 | PCPD3878 | Blue/white police emerg. strobe                      | Contraband | Plea, TOT Police Dept Use                     |
| 03-02404 | PCPD4286 | 2 microcassettes, audio of interviews                | Evidence   | Plea, To be purged                            |
| 03-07837 | PCPD2196 | Flashlight                                           | Evidence   | No evid value, To be destroyed                |
| 03-08176 | PCPD0584 | Empty ammo containers                                | Evidence   | Case Admin Action, To be destroyed            |
| 03-08176 | PCPD0585 | Green pen                                            | Evidence   | Case Admin Action, To be destroyed            |
| 03-08717 | PCPD0586 | Two documents                                        | Evidence   | Case Ex-cleared, To be destroyed              |
| 03-08797 | PCPD0582 | Two bandanas                                         | Evidence   | Plea, To be destroyed                         |
| 03-08797 | PCPD0582 | Panasonic portable phone, Sprite can                 | Evidence   | Plea, To be destroyed                         |
| 03-09187 | PCPD0581 | Book bag, 6 cans spray paint                         | Evidence   | Plea, To be destroyed                         |
| 03-09187 | PCPD0580 | Disposable camera                                    | Evidence   | Plea, To be destroyed                         |
| 03-09472 | PCPD0578 | Broken mirror                                        | Evidence   | Case is Admin Action, To be destroyed         |
| 03-09635 | PCPD0579 | Paint can lid                                        | Evidence   | Case is Admin Action, To be destroyed         |
| 03-09769 | PCPD0562 | Bracelet (rope material)                             | Evidence   | Case is Admin Action, To be destroyed         |
| 03-10037 | PCPD0554 | Bank statements, additional documents                | Evidence   | No Case Report, To be destroyed               |
| 03-10083 | PCPD0552 | Counterfeit \$20 bill                                | Evidence   | Send to USSS                                  |
| 03-10128 | PCPD2431 | Surveillance videotape                               | Evidence   | Plea, To be purged                            |
| 03-10128 | PCPD3358 | Videotapes from interviews                           | Evidence   | Plea, To be purged                            |
| 03-10128 | PCPD3359 | Videotape from interview                             | Evidence   | Plea, To be purged                            |
| 03-10676 | PCPD0553 | Log records for business                             | Evidence   | Case Unfounded, To be destroyed               |
| 03-10939 | PCPD0548 | Fraudulent check, receipt                            | Evidence   | Case Admin Action, To be destroyed            |
| 03-16805 | PCPD3315 | 3 Videotapes owned by victim (suicide)               | Evidence   | Contraband - To be destroyed                  |
| 03-16805 | PCPD0474 | Paperwork belonging to victim (suicide)              | Evidence   | Unable to locate next of kin, To be destroyed |
| 03-16805 | PCPD0475 | Copy of victim's will, probate is complete (suicide) | Evidence   | Unable to locate next of kin, To be destroyed |
| 04-02112 | PCPD3331 | VHS videotape (Interview Room)                       | Evidence   | Plea, To be Purged                            |
| 04-16414 | PCPD0505 | Fake checks, misc papers                             | Evidence   | Plea, To be destroyed                         |
| 04-16414 | PCPD0504 | Driver's License, name of Ron T Davis                | Evidence   | Plea, To be destroyed                         |
| 04-16414 | PCPD0506 | Birth Certificate (Darrell Clark), Social Sec Card   | Evidence   | Plea, To be destroyed                         |
| 04-20310 | PCPD1008 | Coast flashlight                                     | Evidence   | Plea, To be destroyed                         |
| 04-20310 | PCPD1011 | Piece of broken glass                                | Evidence   | Plea, To be destroyed                         |
| 04-20310 | PCPD1009 | Black sweatshirt                                     | Evidence   | Plea, To be destroyed                         |
| 04-20310 | PCPD1010 | Pair of shoes ("Vans")                               | Evidence   | Plea, To be destroyed                         |
| 05-18016 | PCPD0786 | Blue Back Law Practice forms w/ poss blood stains    | Evidence   | Plea, To be destroyed                         |
| 06-01312 | PCPD0500 | Two cell phones (Sprint Qualcomm, Sprint Sanyo)      | Evidence   | Plea, To be destroyed                         |
| 06-07093 | PCPD3654 | Stun Gun, 2 knives                                   | Evidence   | Plea, To be destroyed                         |
| 08-02479 | PCPD0651 | Bumper cover from truck (hit and run)                | Evidence   | Case is Admin Action, To be destroyed         |
| 08-02479 | PCPD0652 | Chrome and plastic vehicle pieces (hit and run)      | Evidence   | Case is Admin Action, To be destroyed         |

# **FOUND/ABANDONED PROPERTY**

| Case #   | Barcode  | Description                                          | Held For        | Case Status                                 |
|----------|----------|------------------------------------------------------|-----------------|---------------------------------------------|
| 01-01916 | PCPD1176 | Personal Property                                    | Abandoned       | Owner unknown, To be destroyed              |
| 02-13506 | PCPD1819 | Bodily fluid clean up kit, first aid kit             | Found Property  | Owner unknown, To be destroyed              |
| 04-10599 | PCPD1080 | Checkbook/checks                                     | Found Property  | Unable to locate owner, To be destroyed     |
| 04-12561 | PCPD1399 | Tan purse w/ misc items                              | Found Property  | Owner unknown, To be destroyed              |
| 05-05010 | PCPD1239 | VISA card                                            | Found Property  | Unable to locate owner, To be destroyed     |
| 05-15624 | PCPD1601 | Tan purse, check card, wallet, 4 hypodermic needles  | Found Property  | Owner unknown, To be destroyed              |
| 05-16409 | PCPD0142 | Two latex gloves                                     | Abandoned       | No evid value, To be destroyed              |
| 06-04541 | PCPD5225 | Magna Great Divide bicycle                           | Found Property  | Owner unknown, TOT City Use                 |
| 06-15229 | PCPD2207 | Samsung T-Mobile cell phone                          | Found Property  | Owner unknown, To be purged                 |
| 06-16167 | PCPD0664 | Four golf clubs                                      | Found Property  | Owner unknown, TOT City Use                 |
| 06-17398 | PCPD1070 | 61 music CD's                                        | Found Property  | Owner unknown, TOT City Use                 |
| 07-00567 | PCPD2208 | Blue Nokia cell phone                                | Found Property  | Owner unknown, To be purged                 |
| 07-03827 | PCPD1741 | Blue Cross Blue Shield insurance card                | Found Property  | Unable to locate owner, To be destroyed     |
| 07-04183 | PCPD1863 | Misc documents                                       | Found Property  | Owner unknown, To be destroyed              |
| 07-04507 | PCPD0492 | Seiko Kinetic watch                                  | Safekeeping     | Letter to owner - no response, TOT City Use |
| 07-04507 | PCPD0645 | High Tech access tool (car opening tools)            | Safekeeping     | Letter to owner - no response, TOT PD Use   |
| 07-05899 | PCPD2283 | White knife                                          | Found Property  | Owner unknown, To be destroyed              |
| 07-06285 | PCPD0546 | Key ring w/ Chevrolet key                            | Found Property  | Owner unknown, To be destroyed              |
| 07-06844 | PCPD1744 | Mitsubishi key                                       | Found Property  | Owner unknown, To be destroyed              |
| 07-06929 | PCPD2197 | Gray and black scanner/workabout                     | Found Property  | Owner unknown, TOT City Use                 |
| 07-09393 | PCPD1797 | Black container w/ misc keys                         | Found Property  | Owner unknown, To be destroyed              |
| 07-08724 | PCPD5205 | NEXT Enforcer bicycle, orange/yellow                 | Found Property  | Owner unknown, TOT City Use                 |
| 07-08968 | PCPD5226 | TREK 800 Sport bicycle, black                        | Found Property  | Owner unknown, TOT City Use                 |
| 07-11824 | PCPD2200 | T-mobile Nokia cell phone                            | Found Property  | Owner unknown, To be purged                 |
| 07-12473 | PCPD5214 | Echo SRM2100 sting trimmer, ser #791881              | Found Property  | Owner unknown, TOT City Use                 |
| 07-12473 | PCPD5215 | Homelite Backpacker blower                           | Found Property  | Owner unknown, TOT City Use                 |
| 07-12773 | PCPD2252 | Black/silver Schrade knife                           | Found Property  | Owner unknown, TOT City Use                 |
| 07-13547 | PCPD5210 | NEXT Power Climber bicycle, blue/white, ser#88218260 | Stolen Property | Owner unknown, TOT City Use                 |
| 07-13801 | PCPD5209 | Mongoose BMX bicycle, ser#ACE4H09853                 | Found Property  | Owner unknown, TOT City Use                 |
| 07-13999 | PCPD5206 | Schwinn Ranger bicycle, gray, ser #CSC3C1832         | Found Property  | Owner unknown, TOT City Use                 |
| 07-16038 | PCPD2038 | Green purse, lady's shirt, pair of high heels        | Found Property  | Owner unknown, To be destroyed              |
| 07-16267 | PCPD5208 | Huffy Dura Sport 10 speed bicycle, red, ser #83856   | Found Property  | Owner unknown, TOT City Use                 |
| 07-16304 | PCPD5207 | Royce Union Royal MT mtn bike, green                 | Found Property  | Owner unknown, TOT City Use                 |
| 07-18379 | PCPD5204 | Cincinnati BMX bike, gray                            | Found Property  | Owner unknown, TOT City Use                 |
| 08-00379 | PCPD2107 | 4 documents                                          | Found Property  | Unable to locate owner, To be destroyed     |
| 08-00729 | PCPD2077 | Backpack containing misc tools                       | Found Property  | Owner unknown, TOT City Use                 |
| 08-03451 | PCPD5212 | Roadmaster AT Sport mtn bike, ser #FSD04KB5179       | Found Property  | Owner unknown, TOT City Use                 |
| 08-05334 | PCPD2097 | Black knife (14") w/ black case                      | Found Property  | Owner unknown, TOT City Use                 |
| 08-06169 | PCPD5211 | Schwinn girl's bike, silver/purple, ser #27147       | Found Property  | Owner unknown, TOT City Use                 |
| 08-07845 | PCPD0044 | Silver golf cart key                                 | Found Property  | Owner unknown, To be destroyed              |
| 08-07975 | PCPD0043 | Two Ford vehicle keys                                | Found Property  | Owner unknown, To be destroyed              |
| 08-08332 | PCPD0065 | Roadmaster mtn bike, red, ser #514017514             | Found Property  | Owner unknown, TOT City Use                 |
| 08-08443 | PCPD0064 | Huffy MAXX bicycle, ser #K6630S                      | Found Property  | Owner unknown, TOT City Use                 |
| 08-09514 | PCPD0086 | Set of car keys                                      | Found Property  | Owner unknown, To be destroyed              |
| 08-09703 | PCPD0090 | Supercycle bicycle, black                            | Found Property  | Owner unknown, TOT City Use                 |
| 08-10578 | PCPD0230 | Roadmaster MT Sparx MX, ser #SNFSD06BE7686           | Found Property  | Owner unknown, TOT City Use                 |
| 08-11063 | PCPD0285 | VISA Classroom gift card, value unknown              | Found Property  | Owner unknown, TOT City Use                 |
| 08-11442 | PCPD0326 | Cannondale M400 bicycle                              | Found Property  | Owner unknown, TOT City Use                 |
| 08-11202 | PCPD0264 | Brown wallet, ID card                                | Found Property  | Unable to locate owner, To be destroyed     |
| 08-12360 | PCPD0362 | Checkbook w/ checks                                  | Found Property  | Destroy per owner request                   |
| 08-12378 | PCPD0301 | Black Gerber knife                                   | Found Property  | Owner unknown, TOT City Use                 |
| 08-12569 | PCPD0325 | BMX-style bike, make unknown                         | Found Property  | Owner unknown, TOT City Use                 |
| 08-13094 | PCPD0369 | White electronic cable w/ serial connector           | Found Property  | Owner unknown, To be destroyed              |
| 08-13297 | PCPD0398 | Monet Network ATM card                               | Found Property  | Unable to contact owner, To be destroyed    |
| 08-13821 | PCPD0543 | Large hunting knife, broken knife blade              | Found Property  | Owner unknown, To be destroyed              |
| 08-13833 | PCPD0542 | Gold colored analog watch                            | Found Property  | Owner unknown, TOT City Use                 |
| 08-13844 | PCPD0571 | Roadmaster Mt Fury bike, green, ser #R4417WMCT       | Found Property  | Owner unknown, TOT City Use                 |
| 08-13991 | PCPD0570 | Tony Hawk Jam Series BMX bike, gray, ser #546585     | Found Property  | Owner unknown, TOT City Use                 |
| 08-14107 | PCPD0760 | Vertical mtn bike, silver                            | Found Property  | Owner unknown, TOT City Use                 |
| 08-14541 | PCPD1024 | Mongoose Outer Limit bike, ser #ACE05IOB963          | Found Property  | Owner unknown, TOT City Use                 |
| 08-14655 | PCPD1103 | Social Security Card                                 | Found Property  | Unable to locate owner, To be destroyed     |

## TAGS

| <u>Case #</u> | <u>Barcode</u> | <u>Description</u> | <u>Held For</u> | <u>Case Status</u>                       |
|---------------|----------------|--------------------|-----------------|------------------------------------------|
| 02-13855      | PCPD4913       | GA tag 83ZJFJ      | Abandoned       | Abandoned, To be destroyed               |
| 03-01380      | PCPD4880       | GA tag 7996QZ      | Evidence        | Plea, To be destroyed                    |
| 08-12783      | PCPD0354       | GA tag TL28H80     | Found Property  | Unable to contact owner, To be destroyed |

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and Council  
**FROM:** City Manager   
**DATE:** March 12, 2009  
**SUBJECT:** Economic Development Grant for NCR through Fayette County  
Development Authority  
*March 19, 2009 Council Agenda*

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**Recommendation:**

For Council to approve the release of \$50,000 as an Economic Development Grant to the Fayette County Development Authority as part of NCR's Customer Service Center of Excellence to Peachtree City as was agreed upon in the Memorandum of Understanding approved December 18, 2008.

**Discussion:**

As was outlined in the MOU Section 3.3 City Grant, the City agreed to provide relocation assistance in the amount of \$50,000 to pay for costs necessary or appropriate in connection with the Project construction or equipment. All subsections of the section have been met as documented by the letter from the Fayette County Development Authority dated March 1, 2009 (attached).

**Budget Impact:**

There is appropriate funding available in the FY 09 PIP fund for this project, line item 359-1505-54-1412.



200 Courthouse Square, Fayetteville, GA 30214 | P: 770-461-5253 | F: 770-460-0259 | [www.fayettega.org](http://www.fayettega.org)

March 1, 2009

Mayor Harold Logsdon  
City of Peachtree City  
151 Willowbend Road  
Peachtree City, GA 30269

Dear Mayor Logsdon:

First, let me say thanks to you and City Council for your support and dedication in our recent successful location of NCR's Customer Service Center of Excellence to Peachtree City.

They have closed on the Industrial Revenue Bonds we issued and have started remodeling their facility. They have also started hiring the first of the 610 people they plan to employ over the next three years. This project will have a very long term positive impact for Peachtree City and Fayette County and I look forward to seeing the facility completed and fully operational.

My second reason for writing to you is to formally request the funds that Peachtree City agreed to provide as an Economic Development Grant as part of NCR's location to Fayette County. Per the Memorandum of Understanding (MOU) we signed, Peachtree City agreed to provide \$50,000 to the Development Authority which would be used to assist NCR in their location to our City. These funds will be provided to NCR under the rules and requirements of our MOU, which states that if the company does not meet certain performance goals, some or all of the funds will have to be repaid. We will be following the company's progress closely over the next few years to ensure they meet their hiring and investment goals as outlined in the MOU.

In regards to the grant check, please make the check out to "Fayette County Development Authority". We look forward to receiving this from you in a timely manner so that we may close out this phase of NCR's location.

If I can be of any service to you or the council or can answer any questions on this matter, as always, please don't hesitate to call me.

FAYETTE COUNTY DEVELOPMENT AUTHORITY,

Matthew W. Forshee  
President/CEO

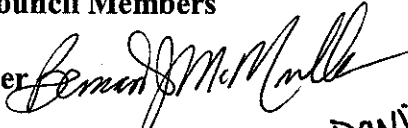
MWF/   
Cc: Bernie McMullin, PTC City Manager

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor & Council Members

**VIA:** City Manager 

**FROM:** City Planner/ Zoning Administrator *David*

**DATE:** March 10, 2009

**SUBJECT:** Rezoning request for 37.001-acre tract of land within Southpark International industrial park for residential use (GI to LUR).  
*March 19, 2009 City Council Agenda*

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### Recommendation:

Continue this item until a future City Council meeting.

### Discussion:

Staff has requested that the Applicant delay consideration of this request in order for us to complete a planning study of the Southpark/ Lake McIntosh area. This study would analyze each of the remaining undeveloped tracts of land within the area, the alignment of the proposed Lake McIntosh access road, the location of the proposed amenity area adjacent to Lake McIntosh to be developed by Fayette County, how this area would be interconnected to the multi-use path system, etc. In addition, we want to analyze how each of these might be impacted by existing and proposed operations within Falcon Field.

It should be noted this type of planning exercise was envisioned for each of the "character areas" identified within the 2007 update to the city's comprehensive plan. It is our intention to present our recommendations to the Planning Commission and City Council within 30-45 days.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor & Council Members

**VIA:** City Manager

**FROM:** City Planner/ Zoning Administrator

**DATE:** March 10, 2009

**SUBJECT:** Annexation and rezoning request from John Wieland Homes and Neighborhoods for a 379.594-acre tract of land within Wilksmoor Village.  
*March 19, 2009 City Council Agenda*

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**Recommendation:**

Continue this item until such time the Applicant requests that it be placed on the agenda.

**Discussion:**

At the request of the Applicant, this item has been continued until the Applicant again requests the applications be considered.

## POSITION PAPER

Proposed Variance: 178 Interlochen Drive  
Ravin Homes

City Planner/ Zoning Administrator  
City Engineer  
March 12, 2009

*David J. Fennell*  
*David A. Borlase*

### Situation:

Ravin Homes owns the property located at 178 Interlochen Drive within the Interlochen subdivision and desires to construct a home on the property. The subject tract is 1.0754 acres in size and is zoned R-22 Residential. Existing streams are located on the parcels to the east and west, and an underground spring is located on the property adjacent to Interlochen Drive.

The final plat for Phase 3 of the Interlochen subdivision was platted on March 24, 1995. At the time the plat was approved for recording, the city's erosion and sedimentation control ordinance required a 25'-wide undisturbed buffer as measured from wreted vegetation. This buffer was mandated by the state and any disturbance within this area required a variance from the state.

The city adopted the Metro North Georgia Water Planning District (MNGWPD) stream buffer protection ordinance on January 17, 2008, which requires the provision of a 50' undisturbed buffer as measured from the stream bank as well as a 25' impervious surface buffer. The location of the existing streams and their associated buffers as well as the underground spring adjacent to Interlochen Drive and its associated buffer prevent access to the lot from Interlochen Drive and therefore render the lot undevelopable.

The Applicant is requesting a variance to Sections 1012.5.1 (50' undisturbed buffer) and 1012.5.2 (25' no impervious surface buffer) of the MNGWPD stream buffer protection ordinance to allow the development of a home on the subject tract. A copy of the variance application is included as Attachment "A".

### Facts:

1. The final plat for Phase 3 of the Interlochen subdivision was recorded on March 24, 1995. At the time the plat was approved, the city required no less than a 25' undisturbed buffer from a stream as measured from wreted vegetation (Attachment "B").
2. The city approved the MNGWPD stream buffer protection ordinance on January 17, 2008, which requires no less than a 50' undisturbed buffer from a stream as measured from the stream bank as well as an additional 25' no impervious buffer (Attachment "C").
3. The location of existing streams on the parcels to the east and west and an underground spring adjacent to Interlochen Drive, including their respective buffers, would prevent access to the site from Interlochen Drive.

**Proposed Variance: 178 Interlochen Drive**

March 12, 2009

Page 2

4. Section 1012.5.2 of the MNGWPD ordinance identifies variance procedures specific to this ordinance and states a variance may be granted,

*Where a parcel was platted prior to the effective date of this ordinance, and its shape, topography or other existing physical condition prevents land development consistent with this ordinance, and the city engineer finds and determines that the requirements of this ordinance prohibit the otherwise lawful use of the property by the owner, the city council may grant a variance from the buffer and setback requirements hereunder, provided such variance require mitigation measures to offset the effects of any proposed land development on the parcel.*

5. This section further states variances will be considered "when a property's shape, topography or other physical conditions existing at the time of the adoption of this ordinance prevents land development unless a buffer variance is granted."
6. In accordance with Section 1012.5.2 of the MNGWPD stream protection ordinance, the Applicant submitted a request for variance on February 26, 2009 seeking relief from the provisions of Sections 1012.5.1 (1) and 1012.5.1 (2).

**Factors for consideration:**

In accordance with Section 1012.5.2 (4) of the MNGWPD stream protection ordinance, the following factors will be considered in determining whether to issue a variance:

- a. *The shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;*
- b. *The locations of all streams on the property, including along property boundaries;*
- c. *The location and extent of the proposed buffer or setback intrusion;*
- d. *Whether alternative designs are possible which require less intrusion or no intrusion;*
- e. *The long-term and construction water-quality impacts of the proposed variance; and*
- f. *Whether issuance of the variance is at least as protective of natural resources and the environment.*

**Recommendation:**

Staff supports granting a variance to Section 1012.5.1 (1), which would remove the requirement to provide a 50' undisturbed buffer as measured from the stream bank. The Applicant would still be required to provide a 25' undisturbed buffer as measured from wrested vegetation as initially required when the property was platted. Staff recommends that the Applicant be required to limit clearing and grading within the next 25' in an effort to meet the intent of the MNGWPD stream protection ordinance.

**Proposed Variance: 178 Interlochen Drive**

March 12, 2009

Page 3

Staff supports granting a variance to Section 1012.5.1 (2) in its entirety, thus removing the requirement to limit impervious surface within 25' of the required buffer.

Due to the fact there are approximately 60 acres of developed and undeveloped land located within the watershed draining through the streams adjacent to this tract and into Lake Kedron, Staff feels that preserving as much natural vegetation as possible within the buffer area on either side of the stream will assist in preventing erosion, silt and water pollution from entering the streams and ultimately into Lake Kedron.

It is our position the layout of the proposed home and driveway could be modified to preserve and protect the majority of the undisturbed buffer and that the final site plan should minimize grading and disturbance within this buffer area (Attachment "D").

Should Council grant these variances as requested, Staff recommends that the following understandings and conditions be incorporated into this action:

1. *There shall be no clearing or grading within the 25' undisturbed buffer as measured from wrested vegetation and required by the state. Clearing and grading within the next 25' shall be kept to a minimum and approved by the City Engineer prior to any land disturbance.*
2. *The Applicant shall provide spot elevations along the curb in front of the property as well as the invert of the existing flume underneath Interlochen Drive. This information shall be provided to the City Engineer prior to submittal of the Building Permit application to determine what the Finished Floor Elevation (FFE) of the lowest level of the home shall be.*
3. *Granting the variance as requested shall in no way hold the city liable for any flood damage to the subject tract, both pre and post development.*
4. *A copy of the variance approval letter (with conditions) must be recorded as a permanent record at the Fayette County Courthouse.*

*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 # 140195

Date Filed 02/25/09

Case # V-2009-01

Office Use Only

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |                                    |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------|
| VARIANCE LOCATION    | Street Address <u>178 INTERLOCUTED DRIVE</u><br><u>PEACHTREE CITY, GA. 30269</u>                                                                                                                                                                                                                                                                                                                                                                                                                        | PROPERTY OWNER | Name <u>RAVIN HOMES, Inc</u>       |
|                      | Zoning District:<br><input checked="" type="checkbox"/> Residential <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial/Industrial/Office<br>Variance Type:<br><input type="checkbox"/> Administrative <input type="checkbox"/> Special Exception <input type="checkbox"/> Variance (check one below)<br>Variance from which ordinance:<br><input type="checkbox"/> Sign <input type="checkbox"/> Fence <input type="checkbox"/> Land Development <input type="checkbox"/> Zoning |                | Phone _____                        |
| APPLICANT            | Name <u>RAVIN HOMES, INC.</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | PROPERTY INFO  | Subdivision: <u>INTERLOCUTED</u>   |
|                      | Address <u>P.O. Box 2394</u><br>City, State, Zip <u>PEACHTREE CITY, GA. 30269</u><br>Phone # <u>770-487-9608</u><br>Email <u>MROSSETTI@RAVINHOMES.COM</u>                                                                                                                                                                                                                                                                                                                                               |                | Phase: <u>III</u> Lot # <u>109</u> |
| SUPPORTING DOCUMENTS | Please submit the following evidentiary items in support of this application and the requested variances.<br>(Please check off the items that are attached to this application)                                                                                                                                                                                                                                                                                                                         |                |                                    |
|                      | <input checked="" type="checkbox"/> Site plan (with property lines and proposed work)<br><input checked="" type="checkbox"/> A detailed report justifying the requested variance<br><input type="checkbox"/> Letters of support from adjacent property owners<br><input type="checkbox"/> Digital Photographs \ Renderings (CD or Email)<br><input type="checkbox"/> Other Items Demonstrating Need (topo. Survey, etc)                                                                                 |                |                                    |

|                         |                                                                                        |                                                          |                                                                                                                                             |
|-------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| ADMINISTRATIVE VARIANCE | 1.) Is a current survey included with the application?                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No | Briefly describe why this variance is being requested:<br>(A separate detailed report is still required to be attached to this application) |
|                         | 2.) Does the application pertain to a zoning setback?                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                                             |
|                         | 3.) Is the violation an existing setback violation?                                    | <input type="checkbox"/> Yes <input type="checkbox"/> 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?) | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                                             |

|                   |                                                        |                                                          |                                                                                                                                             |
|-------------------|--------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| SPECIAL EXCEPTION | 1.) Is a current survey included with the application? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Briefly describe why this variance is being requested:<br>(A separate detailed report is still required to be attached to this application) |
|                   | 2.) Has property been rezoned or deed restrictions?    | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                                             |
|                   | 3.) Is the violation an existing setback violation?    | <input type="checkbox"/> Yes <input type="checkbox"/> 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:<br>(A separate detailed report is still required to be attached to this application) |
|          | 1.) Is a current survey included with the application?                                 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                                                                                                                                             |
|          | 2.) How much of a variance is being requested?                                         | <u>21/331</u> Feet                                                  | <u>NEW DEVELOPMENT GUIDELINES PERSONAL THIS CO UNBUILDABLE</u>                                                                              |
|          | 3.) Were you the owner of the property when the violation occurred? (If not, who was?) | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: [Signature] Date 2/26/09

### OFFICE ONLY

|                                     |                                  |                                                                   |
|-------------------------------------|----------------------------------|-------------------------------------------------------------------|
| ADMINISTRATIVE VARIANCE             | Signature: <u>DAVID E. RANT</u>  | <input type="checkbox"/> Approved <input type="checkbox"/> Denied |
| Date of Acceptance: <u>03-02-09</u> | Date of Hearing: <u>03-19-09</u> | <input type="checkbox"/> 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: _____                              | Date of Acceptance: _____                                                                                                                                                                                                                                             | Date of Public Hearing: _____ |

RECEIVED FEB 26 2009



**RAVIN**  
H O M E S

February 26, 2009

The Peachtree City Council  
c/o Mr. David Rast  
City Planner  
153 Willowbend Road  
Peachtree City, Georgia 30269

Re: Variance Request for Lot 109 Interlochen, Peachtree City, Georgia

Dear David, Mayor and Peachtree City City Council,

Attached to this cover letter please find the above referenced variance and the supporting documentation for our request.

The issue is the recently adopted stream setback requirements that were adopted by The City in 2008. I would like to assist with your understanding of the situation by explaining the supporting documents that I have attached hereto.

**Site Plan:**

I have enclosed three copies of the plat of the lot with your requirements on them. The first plat (#1) shows the location of the foundation of the proposed structure within the typical zoned front, side and rear setbacks. Our Detailed Report describes the site in the required format.

Plat #2 shows the highlighted stream buffer setbacks prior to the adoption of the more stringent guidelines.

Plat #3 shows the highlighted stream buffer setbacks due to the adoption of the more stringent guidelines.

**Detailed Report:**

Attached is the report addressing the items (a) through (f) under Code Section 1207 - Review Criteria.

HOME, DEFINED BY YOU

RAVIN HOMES, INC.  
P.O. box 2394  
Peachtree City, Georgia 30269

Office: 770.487.9608  
Fax: 770.487.1029  
www.ravinhomes.com

RECEIVED FEB 26 2009

**Letters of Support from Adjacent Property Owners:**

There are two homeowners adjacent to Lot 109 Interlochen. I have met with and discussed the situation with both of them.

John and Linda Vignetti live west of the Lot at 176 Interlochen Drive. They have indicated that they will sign a copy of the attached letter. It was delivered to them on February 25, 2009. Linda stated that John was out of town (he is a pilot with Delta) and that he would return on the evening of the 26<sup>th</sup>. I will follow up with him on Friday the 27<sup>th</sup> and get the signed copy to staff/council.

Joe and Sandy McCann live south of the Lot at 411 North Peachtree Parkway. They were out of town until February 26<sup>th</sup>. I was able to meet with them on the 27<sup>th</sup> and discuss the situation. They did not seem to have any problem with the variance but did have an issue with the Developer (PCDC at the time) who led them to believe that there would not be a home built on that side of them. Joe was going out of town until Sunday and he wanted some time to digest our request. I will contact him on Monday and see if he will sign the attached letter.

I have attached copies of the letters that were presented to each homeowner for your review.

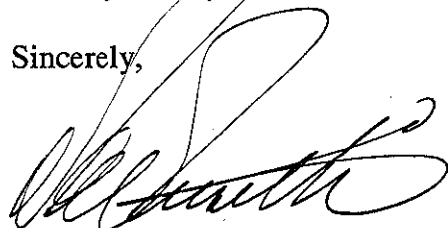
The other adjacent property owner is the City of Peachtree City.

**Digital Photographs of the Site:**

I will e-mail pictures to David Rast for your reference.

Thank you for your time in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'V. Michael Rossetti', written over a horizontal line.

V. Michael Rossetti  
Ravin Homes, Inc.



**RAVIN**  
HOMES

February 26, 2009

## **Review Criteria for a Variance for Lot 109 Interlochen Subdivision**

### **Ravin Homes, Inc.**

- a) The variance request is for a vacant lot in the Interlochen Subdivision. Lot 109 Interlochen was developed by Peachtree City Development Corp. and was final platted on May 10, 1994. Ravin Homes, Inc. purchased the lot on March 24, 1995 and still owns it at the present time. The lot is 1.0754 acres and has a North facing overlooking the park area of Lake Kedron. It is heavily predominately wooded with hardwoods and has a 20' grade difference sloping from the rear property line (the high point) to the curb. We have contracted to construct a home on the property and have applied for a building permit. There are two small creeks that are off the property on the left and right sides of the lot. These two creeks and the requirements adopted by The City of Peachtree City for the Metro North Georgia Water Planning District (MNGWPD) are the reason why we have to apply for this variance.
  
- b) The requirements of the MNGWPD were adopted by the City in 2008. Prior to the adoption of these requirements, the undisturbed buffer along a stream was 25' wide. With the adoption of these new requirements we are now forced to deal with a 50' wide undisturbed buffer and a 25' wide pervious setback. Prior to the implementation of the new requirements approximately 2,690 sq ft or 6.2 % of the lot was affected. If we are forced to abide with the new requirements 24,221 sq ft or 55.6% of the lot will be unusable. As the current development requirements stand there is no possible way to access the property and it is unbuildable. I have provided Council and staff with two topographical plats showing the proposed house location and the setback requirements prior to and after the adoption of the more stringent setbacks.

HOME, DEFINED BY YOU

RAVIN HOMES, INC.  
P.O. box 2394  
Peachtree City, Georgia 30269

Office: 770.487.9608  
Fax: 770.487.1029  
www.ravinhomes.com

RECEIVED FEB 26 2009

- c) As Council and staff can see from the dates in section a, this lot and subdivision were developed in 1994. At that time the setback requirements would allow Ravin Homes to construct a home on the lot with relative ease. If Ravin Homes is required to construct the presale home under the new guidelines it cannot be done. The current setbacks render the lot unbuildable for our customer.
- d) This is the last vacant lot in the Interlochen Subdivision. No other home in Interlochen was constructed under these new guidelines. All of the homes in this subdivision were constructed under the prior stream setback requirement of 25'.
- e) Ravin Homes has developed lots and subdivisions under the 25' stream setback requirements and have been successful in protecting the stream and the surrounding vegetation. We have proven that we can work with the 25' buffer and protect the stream and the buffer with our erosion control measures. There will not be any adverse impact to the stream environment.
- f) The fact that this is an existing lot and has been since May of 1994 would preclude that the construction of a home would affect the "objectives of the comprehensive plan".

RECEIVED 11 11 09

February 19, 2009

To: The Peachtree City City Council  
Peachtree City, GA

From: John and Linda Vignetti  
176 Interlochen Drive  
Peachtree City, GA 30269

Ref: Construction on Lot 109 Interlochen Subdivision

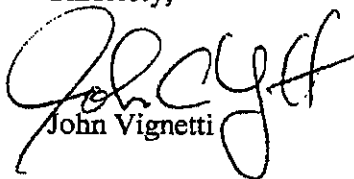
Dear Peachtree City City Council,

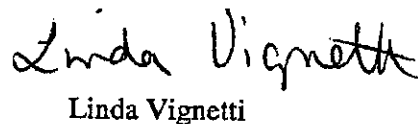
Linda and I are writing to you to comply with the requirements contained in the Peachtree City Variance and Appeals Ordinance. My address is 176 Interlochen Drive, Peachtree City, GA. 30269 and my property on the Western boundary of the above referenced property.

We understand that the property owner, Ravin Homes, Inc. is applying for a variance on Lot 109 Interlochen due to the restrictions placed on the construction of a home due to the fact that the City has adopted in 2008 the additional setback requirements of the Metro North Georgia Water Planning District (MNGWPD).

We see no adverse impact to our property in the granting of this variance and would support the construction of the home based on the restrictions that were in place prior to the adoption of the MNGWPD restrictions.

Sincerely,

  
John Vignetti

  
Linda Vignetti

February 26, 2009

To: The Peachtree City City Council  
Peachtree City, GA

From: Joe and Sandy McCann  
411 North Peachtree Parkway  
Peachtree City, GA 30269

Ref: Construction on Lot 109 Interlochen Subdivision

Dear Peachtree City City Council,

We are writing to you to comply with the requirements contained in the Peachtree City Variance and Appeals Ordinance. My address is 411 North Peachtree Parkway, Peachtree City, GA. 30269 and my property on the Southern boundary of the above referenced property.

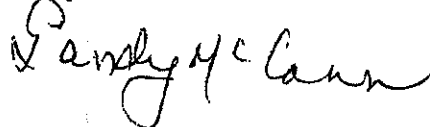
We understand that the property owner, Ravin Homes, Inc. is applying for a variance on Lot 109 Interlochen due to the restrictions placed on the construction of a home due to the fact that the City has adopted in 2008 the additional setback requirements of the Metro North Georgia Water Planning District (MNGWPD).

We see no adverse impact to our property in the granting of this variance and would support the construction of the home based on the restrictions that were in place prior to the adoption of the MNGWPD restrictions.

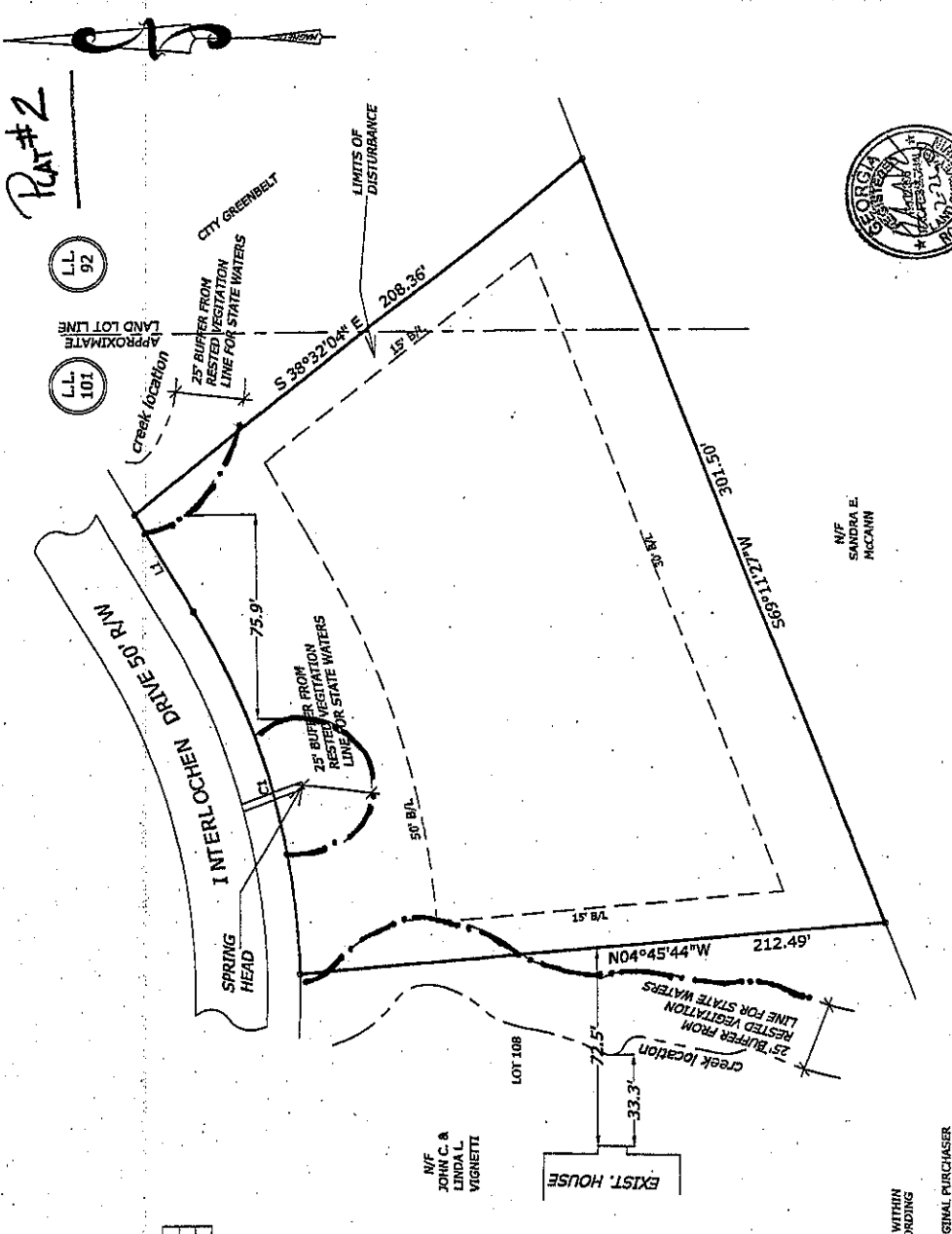
Sincerely,

  
Joe McCann

Sandy McCann



Pat #2



**24 HOUR CONTACT:  
CHARLIE WHITFIELD  
PHONE 404-557-8742**

**DEVELOPER/OWNER  
RAVIN HOMES, INC.  
P.O. BOX 2394  
PEACHTREE CITY, GA 30269  
770-487-9608**



N/F  
SANDRA E.  
MCCANN

# VARIANCE PLAT

**BUILDING LINES**  
FRONT - 50'  
SIDE - 15'  
REAR - 30'


 UNITED PROTECTION OFFICE  
 241 FIVE  
 3500 ATLANTA  
 335-5000  
 THROUGHOUT GEORGIA  
 1-800-285-7411  
 THESE WORKERS SAY: WE'RE

| CURVE TABLE |         |         |               |
|-------------|---------|---------|---------------|
| CURVE       | LENGTH  | RADIUS  | CHORD BEARING |
| C1          | 140.62' | 276.50' | N74°21'12"E   |

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 41.34  | N59°45'29"E |

**LOT 109**  
**46,846 SF**  
**1.0754 AC**

0.824 AC OF DISTURBANCE

AREA OF BUFFER  
EASEMENT 2,690+/- S.F.  
0.062+/- AC

NOTE: THIS DOCUMENT WAS PREPARED  
FOR PERMITTING PURPOSES ONLY  
AND SHOULD NOT BE USED FOR  
TRANSFER OF TITLE

UN328

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

**ΕΠΙΣΤΗΜΟΝΙΚΗ ΠΑΤΑΪ**

FIELD CLOSURE=1" IN 10,000+  
ANGLE POINT ERROR= $\leq 20''$   
EQUIPMENT USED=E.D.M. & T.H.  
ADJUSTMENT METHOD=COMPASS  
PLAT CLOSURE=1" IN 100,000+

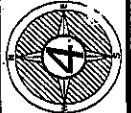
**THIS PROPERTY DOES NOT LIE WITHIN  
A 100 YEAR FLOOD PLAIN ACCORDING  
TO REFERENCE PLAT.**

DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

Not prepared For

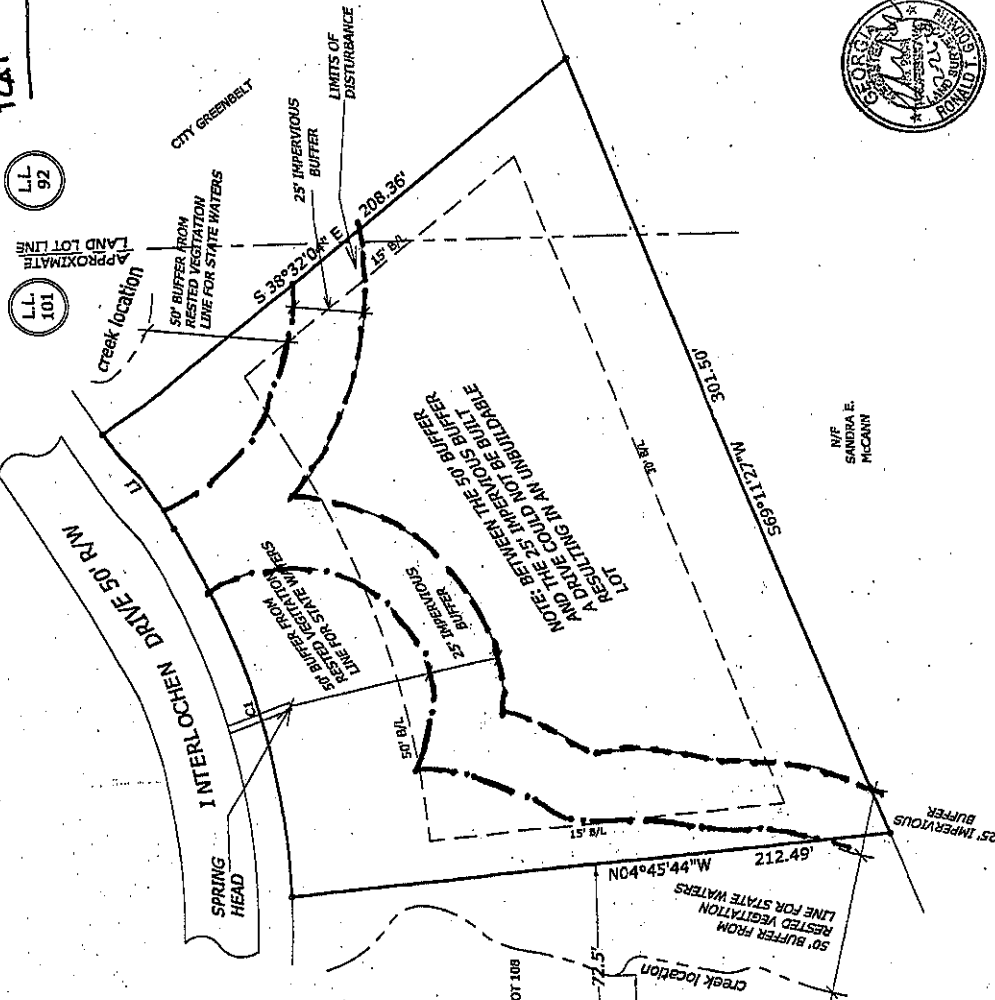
**RAVIN HOMES**

|                                    |                              |
|------------------------------------|------------------------------|
| Subdivision: INTERLOCHEN PHASE III |                              |
| Lot: 109                           | P.B. 25 ~ PG. 37-38          |
| Land Lot: 92 & 101                 | District: 7th                |
| County: FAYETTE                    | GA F.W.P.D. 2/18/09          |
| Scale: 1" = 20'                    | Date: 2/19/09 Job No: 09-005 |



**FOUR  
CORNERS  
SURVEYING**

Plat # 3



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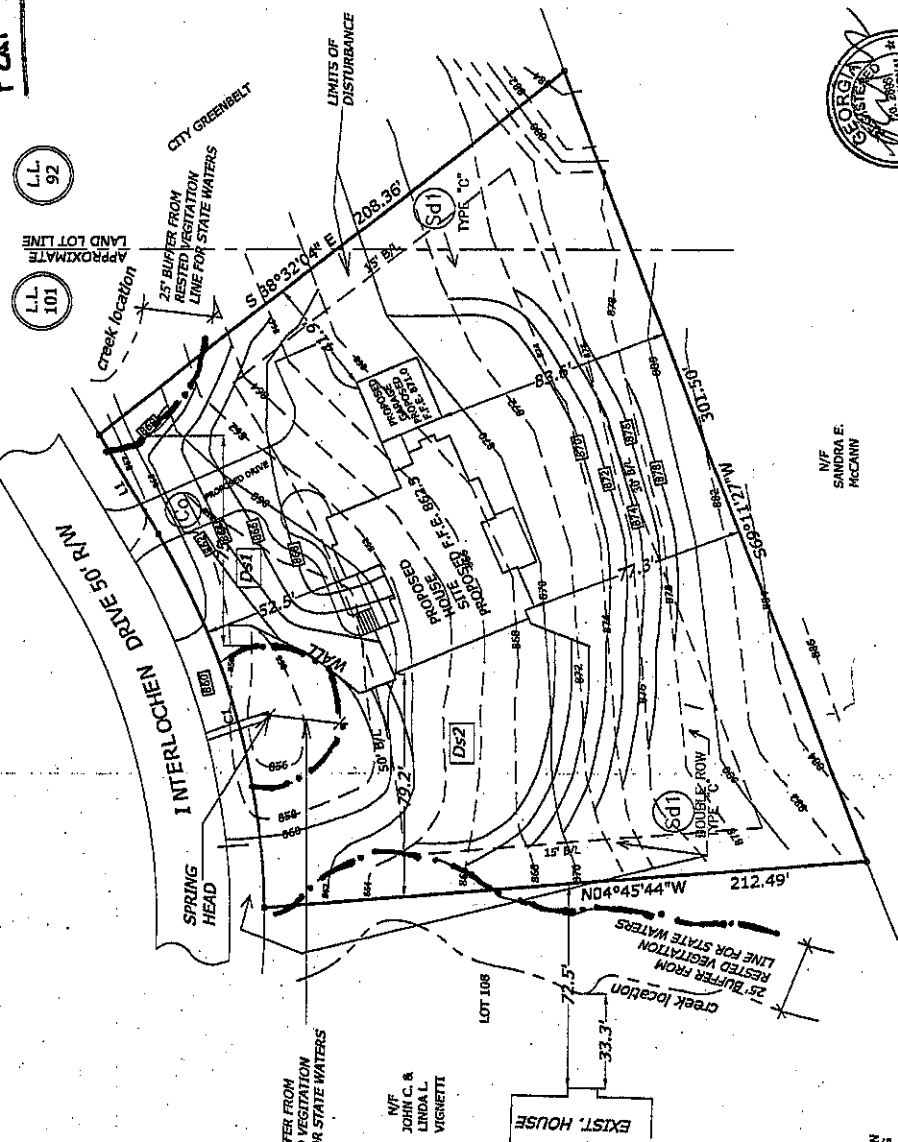
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LL 374

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LL 376

Part #1



| CURVE TABLE |         |         |               |
|-------------|---------|---------|---------------|
| CURVE       | LENGTH  | RADIUS  | CHORD BEARING |
| CL          | 140.62' | 276.60' | N74°21'12"E   |

| LINE TABLE |                    |
|------------|--------------------|
| LINE       | BEARING            |
| L1         | 41.34' N59°45'29"E |

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46,846 SF  
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**AREA OF BUFFER**  
**EASEMENT 2,690 +/- S.F.**  
**0.062 +/- AC**

NOTE: THIS DOCUMENT WAS PREPARED FOR PERMITTING PURPOSES ONLY AND SHOULD NOT BE USED FOR TRANSFER OF TITLE.

LEGEND  
 IPS=IRON PIN FOUND  
 IPS=IRON PIN SET  
 R/W=RIGHT OF WAY  
 MAG=MAGNETIC  
 BIC=BUILDING CORNER BEGINNING  
 BIC=BUILDING CORNER  
 D.E.=DRAINAGE EASEMENT  
 N/P=NOW OR FORMERLY  
 F.W.P.D.=FIELD WORK PERFORMED DATE

CLOSURE DATA  
 FIELD CLOSURE=1 IN 10,000+  
 ANGLE POINT ERROR=± 20"  
 EQUIPMENT USED=ED.M. & THEODOLITE  
 ADJUSTMENT METHOD=COMPASS RULE  
 PLAT CLOSURE=1 IN 100,000+

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

THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN ACCORDING TO REFERENCE PLAT.

SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

Prepared For:

**RAVIN HOMES**

Subdivision: INTERLOCHEN PHASE III

Lot: 109

Land Lot: 92 & 101

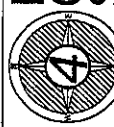
County: FAYETTE, GA

Scale: 1" = 20'

Date: 2/19/09

Job No: 09-005

P.O. BOX 15  
Tyrone, GA 3029C  
770-560-3910  
770-560-6930  
FOUR CORNERS@BELLSOUTH.NET



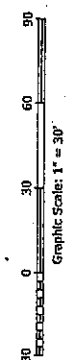
# VARIANCE PLAT

24 HOUR CONTACT:  
CHARLIE WHITFIELD  
PHONE 404-557-8742

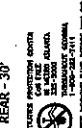
DEVELOPER/OWNER  
RAVIN HOMES, INC.  
P.O. BOX 2394  
PEACHTREE CITY, GA 30269  
770-487-9608



N/P SANDRA E. MCCANN



BUILDING LINES  
 FRONT - 50'  
 REAR - 30'



UNLICENSED PROFESSIONAL ENGINEER  
 CHAS. WHITFIELD  
 1000 ALABAMA  
 PEACHTREE CITY, GA 30269  
 770-487-9608

**FOUR CORNERS SURVEYING**



# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council

**FROM:** City Manager *Bernard M. Mull*  
Finance Director *P.S.*  
Purchasing Agent *AW*  
Leisure Services Director *AW*

**DATE:** March 10, 2009

**SUBJECT:** Consider USA Pools Proposal for Summer Pool Operations  
*For City Council Meeting March 19, 2009*

---

### Recommendation:

That Council considers and approves a proposal from USA Pools, with whom the City currently has a contract for swimming pool management, to update and operate the Clover Reach and Pebblepocket summer pools for swim lessons and classes only.

### Discussion:

Current fiscal challenges led to the decision not to open Clover Reach pool for the summer 2009 season and also to consider not opening Pebble pocket pool. USA proposes to convert both pools to a salt water chlorination system at their expense. Salt water chlorination systems use electrolysis to draw chlorine from natural salt rather than adding chlorine directly to the water in other liquid or solid forms. This conversion will reduce operating expenses in the form of needed chemicals for both pools. They further propose offering a package of classes, programs and activities on a revenue sharing basis with the City. These programs would consume the entire opened time of the pools (9 a.m. to 7 p.m.), which would open in early May and close in September, essentially doubling the normal programming time and increasing opportunities for swim classes, pool parties, exercise programs and other planned, fee-based activities.

To ensure that the cost of utilities for both pools (\$4,675 in 2008) is covered, USA has agreed to split revenue of the first 200 swim lessons 50/50 with the city, which will cover the utility costs. Utility costs are City responsibility under the current contract with USA pools. 200 swim lessons are easily achievable early in the season based on past performance. Thereafter the split would be the normal 75/25 split. The proposal shows anticipated revenue figures ranging from 25% filled capacity of all classes, programs and activities to 100% capacity. In addition there will be savings to the City by not buying pool chemicals (\$3,483) and not paying USA Pools for life guard services at the two pools (\$26,022). This totals \$34,180 in savings this fiscal year.

Staff sees several advantages to this proposal: it achieves savings and a revenue stream for the city with minimal risk; it avoids having the negative impact of closed facilities, which can become sites of vandalism and other undesirable activity; it keeps mechanical systems operational instead of deteriorating from not being used; it provides residents more options for summer classes, programs and activities.

### Budget Impact:

Utilities would be paid by the city but would be reimbursed from the initial revenue from these summer pools. All other expenses will be covered by USA Pools. The City will save \$34,180 in utilities, chemicals and life guard costs for the two pools. Additionally, the City can expect between an estimated \$16,000 and nearly \$66,000 in revenue depending on the success of classes, programs and activities.



*Professional Pool  
Management*  
Service • Safety • Supplies

March 12, 2009

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

Dear City of Peachtree City:

During these times of nearly unprecedented economic turmoil, many cities across the country find themselves streamlining programs and services to their residents. Many municipalities are struggling to find ways to eliminate processes and cut expenses at all costs.

Together, USA Pools and the City of Peachtree City can invest in its residents and serve a greater number of families whose vacations this year will be spent at home in Peachtree city. We have the opportunity to serve more patrons, maximize the usage of all facilities, and create a service oriented, revenue generating operation for the City.

We present to you, the City Council members of Peachtree City, an amendment to the existing management agreement that guarantees that Pebble Pocket and Clover Reach will not only remain open, but also become financially self sufficient and begin to generate revenue for the City. Pebble Pocket and Clover Reach shall become training and programming pools that will allow us to triple the number of patrons we can serve through training and programming.

Our approach is fundamental. In order to deal in financial realities, we are increasing the amount of programming we offer the city's residents, and at the same time upgrading the chemical feed systems at the pools to saline generation systems like every exclusive resort across the world. The City for the first time since the construction of Pebble Pocket and Clover Reach will realize a profit from those two operations.

We thank you for the continued trust you have in USA Pools to protect the residents of Peachtree City. With this change in operation, we cooperatively take a new step in growth in a challenging market. We create opportunity and jobs amidst a struggling economy. We announce to the residents of Peachtree City that the City's commitment to serving community does not waiver when times are tough. USA Pools and the City of Peachtree City step forward through relationship and commitment to create workable solutions in a tough market. We adapt, we create and we implement new programs for the benefit of the community.

Regards,  
John Williams  
President

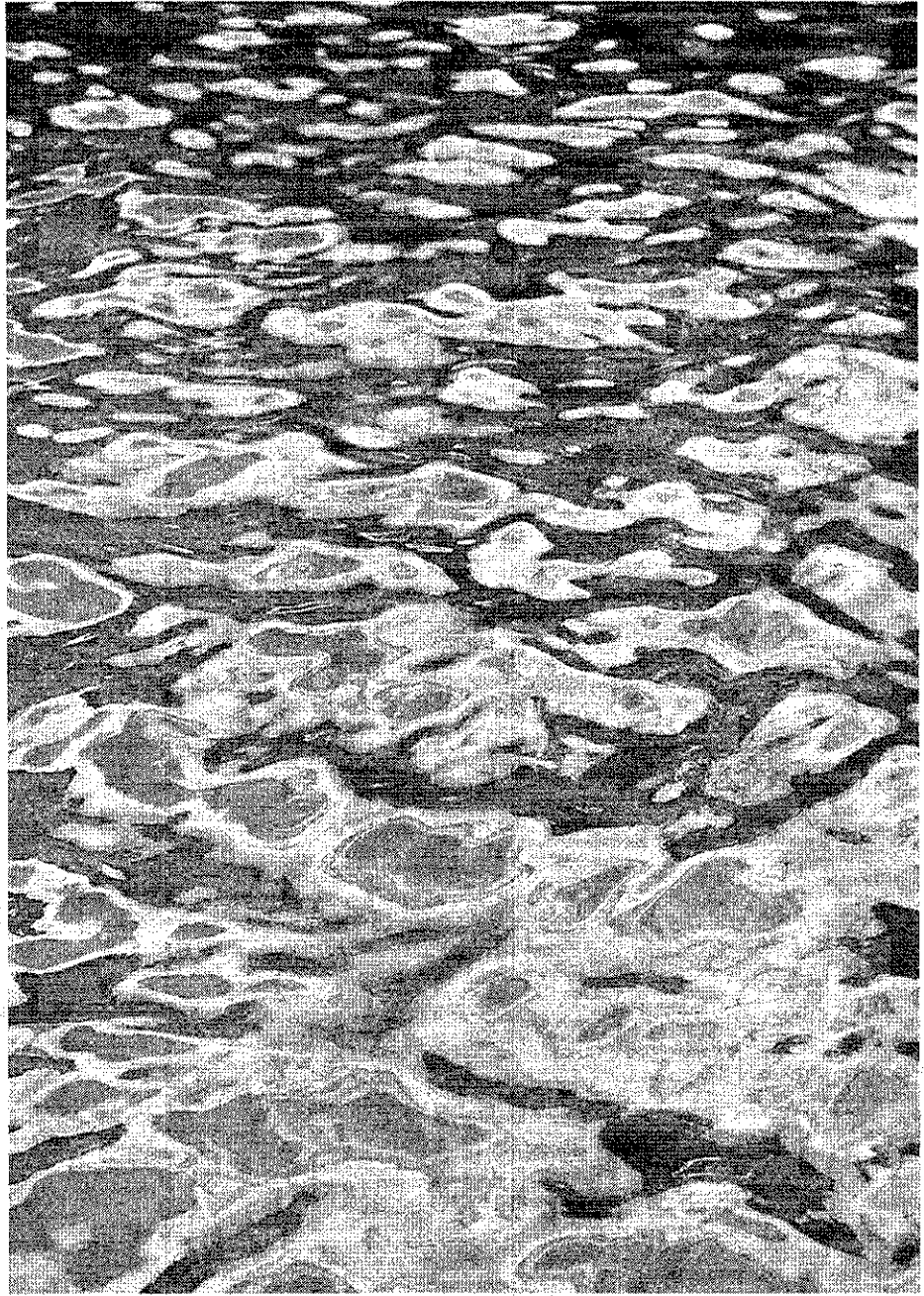


1073 Green Street • Roswell, Georgia 30075-3605  
Phone: (770) 248-1USA (1872) • Fax: (678) 352-0USA (0872)  
[www.usapools.com](http://www.usapools.com)



# PEACHTREE CITY

PARKS & RECREATION



USA Pools  
1073 Green Street  
Roswell, GA 30075  
[www.usapools.com](http://www.usapools.com)

# 2009 AQUATIC PROGRAM PLAN



## GOAL

As Peachtree City works to meet the challenges of these economic times, USA Pools has developed a plan to increase the programming at the city's seasonal facilities as well as upgrade the technology used at the pools in order to allow Clover Reach Pool and Pebblepocket Pool to become financially self-sufficient.

## HOW WE'LL MAKE IT WORK

### FIXED COSTS

Peachtree City will provide:

- Water
- Electricity
- Trash Removal
- Permits (no charge)

USA Pools will provide:

- Conversion to Salt Water Chlorination
- All Chemicals
- Pool Maintenance
- Code Equipment
- Operational Costs
- Marketing



## ACTION PLAN

USA Pools will increase the revenue split from 75/25 to 50/50 for the first 200 participants in our programs. This increase in the revenue share to the City will fund the City's operational expenses of both facilities this summer. USA Pools will market and advertise the programs and the facility in order to increase the number of participants in the programs.

Furthermore, since 1998, USA Pools has taught no fewer than 320 students in a summer season at Clover Reach and Pebblepocket, providing adequate funding for operational costs. Coupled with increased marketing and the increased revenue share to the city, this proposal guarantees that the City will not only cover its expenses, but begin to see its pools as sources of revenue.



# CLASSES, LESSONS, & ACTIVITIES

## WATER FITNESS CLASSES

### Deep Water Jogging

A high-energy, non-impact aqua class in deep water for all levels. Aqua gear provided.

### Water Walking

Proper form for walking with flexibility and stretching exercise. This class is non-aerobic.

### Aqua Fit

An aerobic workout in the water. This is an excellent physical activity suitable for people of all ages and fitness levels. It helps develop coordination, balance, cardiovascular conditioning, flexibility, muscular strength, and endurance. No swimming skills required.

### Water Aerobics

Aerobics can be defined as any physical exercise that increases the heart rate and increases the body's intake of oxygen long enough to benefit the condition of the human body. This class combines performing activities such as walking, running, dancing, and swimming in the water.

## PARTIES

### Birthday Parties

Birthdays at the pool are the coolest parties anywhere. Your incredible day is a two or three hour party of activities and food supervised by our professional and fun staff. We supply the delicious hot pizza, ice-cold drinks and paper products. All you need to bring are the decorations, cake, and a gang of party happy kids.

### Special Events

Keep your eyes posted for upcoming special events like:

### Dive in Movie

This popular family oriented program brings people of all ages together. Come join our staff, enjoy family movies, and take a dip in the pool. Nominal entrance fee covers the movie and entrance fee. Family discounts apply.

### Splash Bash

Join us as we slip, slide and splash our day away at the pool. Our staff will be organizing a variety of land and water activities like soggy shirt relays, treasure hunt, and many other contests. Join us for an afternoon of music, games, inflatables, fun, and excitement.

### Pool Parties

Reserve the pool in three hour time slots for any special event you choose to host.

## CAMPS

### Day Camp

Let your kids come hang out at the pool this summer under the watchful eye of our staff.

### Summer Camp

Summer Camps programs are also available -- a variety of activities will keep your little ones entertained all summer long!

## SWIM LESSONS

Our expert staff can help even the smallest member of your family swim like a fish! We have several class times and options available.

# SCHEDULES

## Clover Reach

| Time     | Sunday       | Monday         | Tuesday        | Wednesday      | Thursday       | Friday        | Saturday     |
|----------|--------------|----------------|----------------|----------------|----------------|---------------|--------------|
| 9:00 AM  |              | Waterbabies I  | Waterbabies II | Waterbabies I  | Waterbabies II | Make Up       | Pool Parties |
| 9:45 AM  |              | Level I        | Level I        | Level I        | Level I        | Level I       | Pool Parties |
| 10:30 AM |              | Day Camp       | Day Camp       | Day Camp       | Day Camp       | Day Camp      | Pool Parties |
| 12:00 PM | Pool Parties | Waterbabies II | Waterbabies I  | Waterbabies II | Waterbabies I  | Make Up       | Pool Parties |
| 1:00 PM  | Pool Parties | Water Fitness  | Water Fitness  | Water Fitness  | Water Fitness  | Water Fitness | Pool Parties |
| 1:30 PM  | Pool Parties | Water Fitness  | Water Fitness  | Water Fitness  | Water Fitness  | Water Fitness | Pool Parties |
| 3:00 PM  | Pool Parties | Level I        | Waterbabies I  | Level I        | Waterbabies I  | Make Up       | Pool Parties |
| 4:00 PM  | Pool Parties | Waterbabies I  | Level I        | Waterbabies I  | Level I        | Make Up       | Pool Parties |
| 5:00 PM  | Pool Parties | Level I        | Waterbabies II | Level I        | Waterbabies II | Make Up       | Pool Parties |
| 6:00 PM  | Pool Parties | Waterbabies II | Level I        | Waterbabies II | Level I        | Make Up       | Pool Parties |
| 7:00 PM  | Pool Parties | Water Fitness  | Water Fitness  | Water Fitness  | Water Fitness  | Water Fitness | Pool Parties |

## Pebblepocket

| Time     | Sunday       | Monday    | Tuesday   | Wednesday | Thursday  | Friday   | Saturday     |
|----------|--------------|-----------|-----------|-----------|-----------|----------|--------------|
| 9:00 AM  |              | Level I   | Level I   | Level I   | Level I   | Level I  | Pool Parties |
| 9:30 AM  |              | Day Camp  | Day Camp  | Day Camp  | Day Camp  | Day Camp | Pool Parties |
| 10:30 AM |              | Day Camp  | Day Camp  | Day Camp  | Day Camp  | Day Camp | Pool Parties |
| 12:00 PM | Pool Parties | Level I   | Level I   | Level I   | Level I   | Level I  | Pool Parties |
| 1:00 PM  | Pool Parties | Day Camp  | Day Camp  | Day Camp  | Day Camp  | Day Camp | Pool Parties |
| 1:30 PM  | Pool Parties | Day Camp  | Day Camp  | Day Camp  | Day Camp  | Day Camp | Pool Parties |
| 3:00 PM  | Pool Parties | Level II  | Level III | Level II  | Level III | Make Up  | Pool Parties |
| 4:00 PM  | Pool Parties | Level III | Level II  | Level III | Level II  | Make Up  | Pool Parties |
| 5:00 PM  | Pool Parties | Level IV  | Level II  | Level IV  | Level II  | Make Up  | Pool Parties |
| 6:00 PM  | Pool Parties | Level II  | Level III | Level II  | Level III | Make Up  | Pool Parties |
| 7:00 PM  | Pool Parties | Level III | Level IV  | Level III | Level IV  | Make Up  | Pool Parties |

# 2009 PROJECTED REVENUE

## PTC Projected Revenue

|                            | Number of<br>Participants | Fee      | Total<br>Revenue     | USA<br>Revenue      | PTC<br>Revenue     |
|----------------------------|---------------------------|----------|----------------------|---------------------|--------------------|
| <b>Water Aerobics</b>      | 2000                      | \$ 3.00  | \$ 6,000.00          | \$ 4,500.00         | \$ 1,500.00        |
| <b>Pool Parties</b>        |                           |          |                      |                     |                    |
| Clover                     | 100                       | \$135.00 | \$ 13,500.00         | \$ 10,125.00        | \$ 3,375.00        |
| Pebble                     | 100                       | \$202.00 | \$ 20,200.00         | \$ 15,150.00        | \$ 5,050.00        |
| Totals                     | 200                       |          | \$ 33,700.00         | \$ 25,275.00        | \$ 8,425.00        |
| <b>Day Camps</b>           |                           |          |                      |                     |                    |
| Clover                     | 300                       | \$ 20.00 | \$ 6,000.00          | \$ 4,500.00         | \$ 1,500.00        |
| Pebble                     | 500                       | \$ 20.00 | \$ 10,000.00         | \$ 7,500.00         | \$ 2,500.00        |
| Totals                     | 800                       |          | \$ 16,000.00         | \$ 12,000.00        | \$ 4,000.00        |
| <b>Summer Camps</b>        |                           |          |                      |                     |                    |
| Clover                     | 300                       | \$ 20.00 | \$ 6,000.00          | \$ 4,500.00         | \$ 1,500.00        |
| Pebble                     | 500                       | \$ 20.00 | \$ 10,000.00         | \$ 7,500.00         | \$ 2,500.00        |
| Totals                     | 800                       |          | \$ 16,000.00         | \$ 12,000.00        | \$ 4,000.00        |
| <b>Swim Lessons</b>        |                           |          |                      |                     |                    |
| Non Summer                 | 1400                      | \$ 50.00 | \$ 70,000.00         | \$ 52,500.00        | \$17,500.00        |
| Summer                     | 2440                      | \$ 50.00 | \$ 122,000.00        | \$ 91,500.00        | \$30,500.00        |
| Totals                     | 3840                      |          | \$ 192,000.00        | \$144,000.00        | \$48,000.00        |
| 25% Capacity               |                           |          | \$ 65,925.00         | \$ 49,443.75        | \$16,481.25        |
| 50% Capacity               |                           |          | \$ 131,850.00        | \$ 98,887.50        | \$32,962.50        |
| 75% Capacity               |                           |          | \$ 197,775.00        | \$148,331.25        | \$49,443.75        |
| <b>Total 100% Capacity</b> |                           |          | <b>\$ 263,700.00</b> | <b>\$197,775.00</b> | <b>\$65,925.00</b> |

Figures based on existing pricing and Peachtree City resident-only pool use. Any non-resident use will only increase revenue projections.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor & Council Members

**FROM:** City Planner/ Zoning Administrator *David*

**VIA:** City Manager *Benjamin M. Muller*

**DATE:** March 10, 2009

**SUBJECT:** Amendments to Section 804, cart path design standards  
*March 19, 2009 City Council agenda*

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### **Recommendation:**

Adopt the proposed amendment to Section 804, cart path design standards, to require the provision of a 50'-wide city-owned greenbelt where a new multi-use path is located between two residential lots.

### **Discussion**

In an effort to prevent situations similar to those that have occurred within the Cedarcroft subdivision pertaining to the location of the internal path system and its proximity to adjoining residential structures, Staff is proposing that we amend our ordinance to require the dedication of a 50'-wide greenbelt in those areas where a new path would be located between two platted lots.

The location and design of the path would be shown on the construction documents presented to Staff for approval, and the property would be dedicated to the city as a part of the final plat recording process. Clearing and grading within the greenbelt would be limited to only that necessary to accommodate construction of the path.

### **Budget impact:**

There are no budget impacts associated with this request.

*Attachment*

Ordinance Number \_\_\_\_\_

**AN ORDINANCE TO AMEND ARTICLE VIII, REQUIREMENTS FOR STREETS  
AND OTHER RIGHTS-OF-WAY, SECTION 804, CART PATH DESIGN  
STANDARDS OF THE PEACHTREE CITY LAND DEVELOPMENT  
ORDINANCE SPECIFICALLY TO REQUIRE THE PROVISION OF CITY-  
OWNED GREENBELTS WHERE NEW PATHS ARE LOCATED BETWEEN  
RESIDENTIAL STRUCTURES,  
AND FOR OTHER PURPOSES**

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

**Section 1.** Article VIII, requirements for streets and other rights-of-way, Section 804, cart path design standards of the Peachtree City Land Development Ordinance, be amended to add paragraph (f) as follows:

**Sec. 804. Cart path design standards.**

- (f) In all new residential subdivisions where a cart path is located between two platted lots, a city-owned greenbelt of no less than 50' in width shall be provided and deeded to the city as a part of the final plat process. Clearing and grading within the greenbelt shall be kept to the absolute minimum necessary to accommodate construction of the path.

**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 K. Logsdon, Mayor

Attest:

\_\_\_\_\_  
City Clerk