City Council of Peachtree City
Agenda
March 5, 2009
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Proclamation for Optimist Club – Youth Appreciation Week
Proclamation for DeMolay Week 2009
Recognize Ed Eiswerth for 15 Years of Service
Recognize Employee of the Month – Tony Whitley
Proclamation from Governor Perdue - 50th Anniversary of PTC

IV. Public Comment

V. Agenda Changes

VI. Minutes
February 5, 2009, Regular Meeting Minutes
February 19, 2009, Regular Meeting Minutes

VII. Monthly Reports

VIII. Consent Agenda
Consider Bids for Crown Vics and Chevy Tahoes for Police Department
Consider Appointment to Planning Commission – Lynda Wojcik
Consider Appointment to Development Authority of Peachtree City – Grey Durham

IX. Old Agenda Items
02-09-10 Consider 401/457 Investment Management & Account Administration

X. New Agenda Items
03-09-01 Public Hearing – Consider Rezoning, 37.001 acres, GI to LUR, Southpark International Industrial Park (To be continued due to notification issues)
03-09-02 Public Hearing – Consider annexation and rezoning of 379.594 acres within Wilksmoor Village to accommodate a 475-lot single-family detached subdivision. The Applicant is John Wieland Homes and Neighborhoods (*Note – this is a reaffirmation of the annexation and zoning approved by City Council on May 3, 2007)* (To be continued due to notification issues)
03-09-03 Public Hearing – Consider annexation and rezoning of 400.306 acres within Wilksmoor Village to accommodate a 650-lot age-restricted subdivision, to include both attached and detached single-family residential units. The Applicant is Scarbrough & Rolader Development, LLC (*Note – this is a reaffirmation of the annexation and zoning approved by City Council on May 3, 2007.* (To be continued due to notification issues)
03-09-04 Consider Changes to Public Safety Vehicle Take Home Policy
03-09-05 Consider Positions – Part-time Recycling Center Attendant & Full-time Contract/Outsourcing Manager
03-09-06 Consider Mutual Aid Agreement with Fairburn

XI. Council/Staff Topics

XII. Executive Session

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

City Council of Peachtree City
Minutes of Meeting
February 5, 2009
7:00 p.m.

The City Council of Peachtree City met Thursday, February 5, 2009, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized Nikki Vrana of Administrative Services as the 2008 Employee of the Year. City Planner David Rast was recognized as the 2008 Supervisor of the Year. Matt Robinson and Tony Whitley of the IT Department were recognized for receiving the 2008 Create Award from the Atlanta Regional Commission (ARC) for the City's Geographic Information Systems (GIS) interactive web map. Whitley gave an overview of the map (a copy of Whitley's PowerPoint is included in the official meeting file).

Public Comment

There was no Public Comment.

Agenda Changes

Plunkett moved to move New Agenda Items 02-09-02 and 02-09-03 to immediately follow the Consent Agenda. Boone seconded. The motion carried unanimously.

Minutes

Boone moved to approve the January 15, 2009, regular meeting minutes and the January 20, 2009, special called meeting minutes as written. Haddix seconded. The motion carried unanimously.

Monthly Reports

Logsdon noted there were additional documents on the dais – the Planning Commission attendance roster and the list of donations. Logsdon pointed out that City employees spent 1,389 hours picking up garbage that residents threw out on streets in FY 2008, which was a waste of hours and tax dollars.

Consent Agenda

1. **Consider Grant for CERT**
2. **Consider Request to Surplus Goods**

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

02-08-02 Discuss FY 2009/2020 Budget Adjustments

City Manager Bernard McMullen said staff still recommended the cuts in grass-cutting, right-of-way cutting, and landscaping crews in Public Works and Recreation. The discussion and recommendation at the January 15 meeting was to look at everything, and that was still a work in progress. His presentation went over the information in the meeting packet for this meeting, as well as some items that were added since that time. (A copy of McMullen's PowerPoint is included in the official meeting file.) McMullen went over the City's five-year financial projections, noting that there would be a $1.5 million deficit in FY 2009. In 2010, to get close to an even budget, staff proposed a 1.5 mill increase in the millage rate (5.533 mills to 7.017 mills), but Council felt that would be difficult with the economy and the downturn in the revenue. McMullen felt they should plan now for what would happen in 2010. In December 2008, approximately $1.5 million was cut from the FY 2009 budget and a reduction in the 2010 Public Improvement Program (PIP) was made, which helped the FY 2009. Now, staff projected a need for the use of $389,000 of the fund balance for FY 2009. If the millage rate was not increased, there would be a $3.5 million hurdle to overcome in 2010. McMullen felt that the projections were optimistic, adding the City had not met the adjusted target for this year's Local Option Sales Tax (LOST) collections yet. The built-in adjustment in the budget for job vacancies was also an issue. He explained that normally there was a 2.5% adjustment for job vacancies, but people were not leaving, so that number would have to be decreased. An increase in the City's defined benefit pension plan would also be needed due to the stock market, but was not reflected in the budget.

McMullen went over the results of the employee survey, noting that 266 (82.1%) of the 324 City employees returned the survey. Twenty-eight employees (10.53%) said they would be willing to accept a 25% reduction in pay, and 238 (89.47%) said they would not. There was no response from 58 employees (17.9%), most of whom were part-time employees who did not work that week.

McMullen continued with the recommendations to meet the $3.5 million challenge, which included proceeding with outsourcing the Public Works and Recreation crews – $840,000 annual savings; eliminating paid leave benefits for regular part-time employees and birthday, holiday, and safety hours for part-time firefighters – $45,000 annual savings; reducing staffing levels in Developmental Services/Building Department – annual savings to be determined (McMullen went over the building statistics, which showed the workload had decreased); eliminating 2010 Cost of Living Allowance (COLA) and performance raises – $700,000 annual savings; reimbursement for use of take home vehicles outside City limits by Public Safety personnel – $25,800 annual savings; alternating operations or closing Clover Reach and Pebblepocket pools starting in 2009 – $57,000 annual savings (USA Pools would like to use the pools for lessons and would pay most of the costs; staff was waiting for a written proposal); and exploring outsourcing operations of Kedron Fieldhouse and Aquatic Center – annual savings to be determined.

McMullen proposed that the City send out a Request for Information (RFI) to see if there were any people or businesses were qualified to run Kedron Fieldhouse and Aquatic Center and to see if outsourcing the facility was worth proposing. As for the rumors that services at Kedron would significantly change, McMullen said one of the groups interested wanted to add services. The City would not afford to overlook anything. Once the RFIs came back, McMullen would bring the concept of operations to Council, then move forward with Council's decision.

McMullen continued that were many rumors about the Kedron bubble, and he presented the facts regarding the cost. The bubble allowed the swimming pools to be operational during the winter months, October through March. The cost for the crew to install and take it down was $21,455. The operation cost, including utilities, lifeguards, chemicals, and repairs, was $179,990. The total operation cost for the bubble at Kedron was $201,445. Replacement of the 13-year old bubble was pending at an estimated cost of $235,000, which would be amortized at $54,270 for five years. The estimated lifespan of the bubble had been five years.

The Aquatic Center received $39,352 in revenue in 2008. The users and their share of paid revenue included high school swim teams (158 users), $1,422; Southern Crescent Aquatic Team (SCAT) (125 users), $3,750; Masters (an organized swim program for adults) (22 users), $660; classes, $2,659; open swim fees, $11,091; winter pool passes, $6,960; lessons, etc., $11,250; and birthday parties, $1,560. The operating deficit for the bubble was -$162,093. The operating deficit with a replacement bubble (amortized at $54,279 annually) would be -$216,372.

If the teams and Masters swimmers paid an equitable rate for the time they used the facility, and the cost of pool passes were doubled, the revenue for the bubble would increase to $97,021. The breakdown would include high school swim teams ($112/swimmer per season), $19,824; SCAT ($186/swimmer per season), $23,250; Masters ($108/swimmer per season), $2,376; classes, $2,659; open swim fees, $22,182; winter pool passes, $13,920; lessons, $11,250; and birthday parties, $1,560. With $97,021 in revenue, the operating deficit would be $104,424. The operating deficit with the replacement bubble would be $158,703.

In addition, McMullen recommended increasing the employee health care contribution (currently $20/month for employees and $50/month for families) for an annual savings of $120,000 and consolidating Recreation and Public Works maintenance under Public Works at an annual savings to be determined. He also recommended that Council consider a millage rate increase in 2010 to bring ongoing revenue inline with outgoing expenses.

McMullen said the financial problems needed to be solved with long-term changes, not short-term changes. The City had approved long-term expense increases over the last several years, but had not approved millage rate increases. He would have to ask Council for a millage rate increase for FY 2010.

McMullen gave a brief overview of how the City compared to other Class B cities on millage rates, adding that millage rates were difficult to compare. East Point had the highest rate at 12.163 mills. The lowest was Lawrenceville with 2.310 mills. The City was in the middle of the 13 cities with its 5.533 mills. Peachtree City was the only one of the cities that had a library, fire department, and an ambulance service. Nine of the cities operated utilities and were able to transfer some of that revenue to their general fund.

McMullen reported that 1,301 Citizen Surveys had been returned as of February 3. Question 16 on the survey asked residents how they felt about cutting services versus increasing taxes. He added that 1,182 residents had answered the question, and 119 had skipped the question. Of those who responded, 25.5% (302) felt that services should be cut to avoid a tax increase, 23.4% (276) checked taxes should be increased to retain services, and 51.1% (604) felt some services should be cut to reduce the tax increase.

Question 17 asked residents to rank what departments/services Council should consider for cuts. The areas were marked from 1-11, with 1 the first area to be reviewed for cuts and 11 the last area. The rankings, service, and response average included the following:

Ranking	Service	Response Average
1	Recreation classes (dance, exercise, etc.)	4.03
2	Subdivision entrance landscape maintenance	5.22

3	Special events (Shakerag, July 4th, etc.)	5.24
4	Frederick Brown, Jr. Amphitheater	5.28
5	Kedron Fieldhouse & Multipurpose/Skate rink	5.40
6	Path system extension	5.81
7	Gathering Place (senior citizen activity center)	6.10
8	Public swimming pools (Kedron & others)	6.37
9	Right-of-way maintenance (mowing along streets)	6.93
10	Sports fields (soccer, baseball, softball, football, etc.)	7.11
11	Peachtree City Library	8.56

Regarding the rankings, McMullen noted that the City really broke even on the recreation classes since it received 20% of the fees charged by the instructors. The level of service was going to change for the subdivision entrance landscape maintenance because the current level of service cost too much money. As for the special events, the City did not have information on how the people attending those events affected other areas, such as the impact on local businesses and sales tax. Staff would also be looking at getting revenue and costs closer together at Kedron Fieldhouse & Aquatic Center.

Additional recommendations included restructuring the cardboard recycling program managed by the City for an annual savings of $24,000 and continuing to look at all areas of service delivery. McMullen added that Keep Peachtree City Beautiful Director Al Yougel was working with a vendor about taking all of the City's recyclables at no cost and sharing the revenue when the industry rebounded. McMullen added that staff was not finished making cuts and would look at all areas. Logsdon said he was convinced staff was looking at the budget top to bottom. He asked that any comments wait until Jeanie Etheridge had finished her presentation.

02-09-03 Request from Jeanie Etheridge to Address Council Concerning Budget
(A copy of the PowerPoint presentation is included in the official meeting file.) Etheridge introduced Darlene Gulli, who assisted with the presentation. She said their intent was to keep the City the City of Excellence it was known to be and to remind everyone that the employees had helped the City become what it was. Etheridge said they had a lot of questions and would like to hear answers.

Etheridge referred to the fund balance, noting that the City's policy was to maintain a 20% operating reserve of the "Total Uses of Funds" amount appropriated in the general fund budget. Every year, the City budgeted $10 million in reserve. The problem was that the current government had taken from the reserve to balance the budget for the past two years. Gulli added that $852,536 was taken from the reserve in FY 2008, and $1,146,962 was taken from the reserve in FY 2009, for a total of $1,999,498, a majority of the $3.5 million deficit in the FY 2010 budget.

Etheridge referred to several statements in the FY 2009 budget message from McMullen, and noted the statement, "use of fund balance is a one-time revenue source." She asked why a one-time use had been used for the previous two years creating a large portion of the deficit seen now.

Etheridge referred to another statement, "Projected maintenance and operation millage rate increases of 1.5 mills, .523 mills and .3 mills for fiscal years 2010 through 2012." She noted there had been no millage rate increase for five years and asked why the City continued to spend more money when the revenue sources had not increased. She said the presentation on the cost to run Kedron Fieldhouse & Aquatic Center should be duplicated for the Frederick Brown, Jr., Amphitheater and the Tennis Center. She asked how something could be considered an asset if it did not support itself.

The next statement Etheridge addressed was the following – "Staff will work diligently towards eliminating the need for these anticipated future rate increases, as we have done in the past, while still maintaining adequate cash reserves and service levels." She reiterated that $1,999,498 had been appropriated from the cash reserve over the past two budget years and that the definition of "appropriated" was to take exclusive possession of. Etheridge asked what cash reserves had been maintained and how would the service levels that this City was known for be maintained by terminating positions and using outside vendors.

Etheridge referred to the following statement – "FY2009 appropriations for diesel and gasoline increased by $86,902 over FY 2008." She noted that driving City vehicles between work and home increased fuel consumption. The City policy was that the City Manager could give permission for employees to take home city vehicles. Etheridge asked how much taxpayer money would be wasted before he rescinded this privilege. She asked if there was a way to extend the time of service for Public Safety vehicles. Gulli asked why officers could not share cars to save money.

Etheridge said that time constraints prevented a complete list of budget issues. They had just hit the high points of their concerns. She was sure others had issues.

Etheridge continued with a list of questions about the $3.5 million FY 2010 budget deficit. The questions included the following:

- Why terminate the employees in 2009?
- Why are the Council Members and Mayor doubling their income?
- Why are we buying five more police cars? Are they really needed?
- How is the purchase of an SUV for the Police Department going to improve protection?
- What renovations does City Hall need that will cost $47,500?
- Why spend $60,000 on fireworks?
- How much will the vendors be paid to cut grass and landscape?
- Why can't the cost of the fireworks be shared by more than just this City's budget? (clubs, organizations, the County)
- What awards will be given the City when the employees that make it great are gone?
- Burden for the deficit should not be carried by the taxpayers only, will the Council and Mayor act responsibly and give up their raises?
- Is it true that $350,000 of Recreation's budget went to the Police Department?
- Why can we not make our budget work when nearby cities have remained in the black financially?

Etheridge read the following portion of the City's mission statement:

- Ensure residents a safe and healthy environment in which to live, work, and enjoy leisure time.
- Provide consistency in the delivery of the municipal services in a fiscally responsible way.
- Respond, in a courteous, timely, and effective manner, to the expressed needs, concerns, and expectations of our residents.
- Provide a sense of community through family oriented activities and citizen involvement

Etheridge said the City had learned that, in cases of outsourcing, the consistency in service delivery had already begun to erode. She said the City should not stay with the mission statement if consistency was not maintained. The employees kept it consistent. It had not yet been explained how outsourcing would be timely and effective, when the contractors used subcontractors. The residents wanted to keep their expectations high. They came to the City for the amenities, and they would stay because of the amenities. The residents' interest in the reduction in the workforce was an example of citizen involvement. People were paying attention.

Gulli said the City Manager and Council should be held accountable for the budget and any shortfalls due to insufficient management of funds and taxpayers' money. Therefore, no employees should be laid-off and no reductions in services should be passed on to the citizens. Residents were also accountable. The City would not know what residents wanted if no one told them. No employees should be laid, and there should be no reduction in services. There had to be a way to make it happen.

Logsdon said Council and staff had a copy of the presentation and would address the questions that were asked.

Those who spoke included Steve Beyer, Lynda Wojcik, Richard Michael, Mary Cartwright, Deb Presley, Tim Lydell, Steve Gulas, Rob Copeland, Lola Williams, Joy Flowers, Kathy Smith, and Shona Schmidt. Their concerns included:

- Builders who spoke were concerned about the proposed job cuts in the Building Department and the effect it could have on the industry.
- The City's Building Department was very good to work with and turned things around in a timely manner. The proposed job cuts would hurt that ability.
- Building permits were job generators.
- Outsourcing services and lowering the City's standards were not the answer.
- The City's share from the recreation classes should be increased.
- Cutting the number of building inspectors could create problems in getting remodeling/building jobs done.
- Recreation facilities were not intended to be money makers and needed to be subsidized.
- Swim meets would help bring tourism.
- Recreation facilities added to the value of homes in the City.
- More residents should have attended the workshops and public hearings on the budget.

- Outsourcing plan review and inspections could create other issues.
- The human aspect of the Kedron bubble and use of the pool in the winter was important.
- Kedron users were willing to pay more to ensure swimming was available to all ages and available year-round.
- Shakerag Arts & Crafts Show brought in nearly 200 vendors last year who stayed in hotels and ate in the restaurants, as well as the people who visited the show.
- The therapeutic swim classes available at Kedron were important, and it would be difficult for many to travel to classes in other locations.
- There was a suggestion to build a glass structure for the Kedron pool, which should save about 30% on utilities.
- There were human factors to consider, as well as financial factors.
- There was untapped potential to use Kedron for conferences, competitions, and training camps.
- If there were no bubble at Kedron or no Tennis Center, residents would be forced to go to other cities for recreation. There were residents who would pay more.

Logsdon told those who spoke that Council shared their concerns and assured them that no one department would suffer the burden of all the cuts.

McMullen asked for guidance. Boone asked if there was anything the City could do to take over any utilities. McMullen said that he had researched water and gas when he first became City Manager. A city could not get into the utility business now. The only utility the City could get into was cable, but the City would have to back a $20 million bond and need to secure 50% to 60% coverage of the City to make it profitable. Staff felt it was very risky to do that. The City would be in a similar situation if it took over the Water and Sewerage Authority (WASA) infrastructure, since WASA owned it.

McMullen noted that staff was continuing to look at ways to save money. Leisure Services Director Randy Gaddo was working with some of the athletic associations, who had asked about putting a proposal together for taking care of the fields. Staff was looking at any issues that could arise from working with non-profit organizations.

Plunkett said she agreed with the comments that recreation services were not moneymakers. Quality of life was the reason people lived in the City, and that was why they paid 5.533 mills in taxes. The top three things that contributed to the quality of life were the library, Police Department, and Kedron. If they started chipping away at the quality of life, it was slippery slope from which the City would never recover. She would not support cutting any quality of life issues or public safety. Things could be done better and more efficiently.

Haddix said that something had to be done at Kedron. The City was spending $936,000 every year, and $701,000 was coming from the taxpayers. He agreed it was an asset, but 75% of the expenses were on the City. Logsdon agreed. Haddix said there were many people in the City who did not use the recreation amenities, and Council represented the entire City.

Logsdon said the goal was to cut expenses and keep services. He pointed out that the residents also need to pay attention to the state legislature. Cities were under attack at the state level. There were a half dozen bills that attacked the cities and counties. Sturbaum agreed.

Old Agenda Items

12-08-12 Consider Signing DOT Signal Application for Line Creek Signal

City Engineer Dave Borkowski gave an overview of what had happened with the signal application. He said that staff still recommended the Mayor sign the application, which would be forwarded to the Department of Transportation (DOT) office in Thomaston. It still had to go to the Atlanta office for final approval.

Boone moved to approve the DOT signal application for the Line Creek signal. Plunkett seconded the motion with the following conditions – that Council require as part of the permit application that DOT synchronize the lights up SR 54; all expenses including any costs incurred by the City's Engineering Department be borne by the developer; the traffic light continued to be part of the site-specific Special Use Permit Council previously granted; and the final condition was that, as part of that letter and application, the City request that a loop be installed for traffic coming out of Planterra Way and turning right of oncoming traffic. Plunkett said that the last condition was not a condition of the light, but she wanted to ask for it at the same time. Boone accepted the conditions. The motion carried 3-2 (Haddix, Sturbaum).

01-09-06 Consider Traffic Ordinance Amendment – Parking Restrictions on Clover Reach

Borkowski said the proposed amendment would restrict parking on the south side of Clover Reach behind the Sleep Inn. (A copy of Borkowski's PowerPoint is included in the official meeting file.) He continued that the Park Place owners wrote a letter to the City in December 2008, requesting that the City look at a parking prohibition on Clover Reach because of hazardous conditions. The Park Place owners had cited that tractor-trailer trucks obstructed the view of their shopping center. Staff had looked at the sight distance to see if it was appropriate between the curb cuts. Based on the information staff collected, there was no real space to provide significant parking on the street based on its current configuration. Staff wrote a letter to the Park Place owners advising them that parking should be totally prohibited on the street and to address questions about signage. There had also been an ongoing conversation with the Police Department to reduce the speed limit on Clover Reach to 25 miles per hour, which would reduce the required sight distance and allow more parking on the street, and the Police Department had no problem with that. Reducing the speed limit opened up approximately 85 feet for parking in front of the Sleep Inn, which was enough space to fit a fully-loaded tractor-trailer or enough space for four cars. Staff had contacted the owners of the Sleep Inn and Waffle House. Sleep Inn did not have any concerns about the parking. Waffle House was concerned, especially since full access at the street's intersection with SR 74 had been limited due to the road widening, and had asked staff to maximize parking for the trucks. The proposed ordinance limited the parking on Clover Reach.

Sturbaum moved to approve the traffic ordinance amendment for parking restrictions on Clover Reach as presented by staff. Haddix seconded. The motion carried unanimously.

<u>**New Agenda Item**</u>

02-09-02 Presentation by Peachtree City Tourism Association

Peachtree City Tourism Association (PCTA) Executive Director Lauren Yawn updated Council on the PCTA activities. She noted that the PCTA's mission statement was to attract, stimulate, and develop growth in the tourism industry; to serve as the marketing arm of the City of Peachtree City; and to represent the City as a tiered unit utilizing the Tennis Center as a tourism draw. The purpose of the PCTA was to market the City and all of its assets as a destination for the business and leisure traveler; to develop the educational, cultural and economic potential of the City; to use tourism to create economic development and generate revenue in the local economy; and to use the local lodging tax revenue to promote tourism, conventions and trade shows within the City. The overall purpose was to promote the welfare of the public, stimulate commerce, and otherwise serve the public interest of the City.

Yawn noted the PCTA's recent successes, including sports tournaments (since November 2008- 2,300 rooms – multiple night stays, outstanding bids not included); Georgia Dream Pass; 2009 Tourism Ambassador Program; named to "Top 10 Best Places to Retire;" recognized in the state's movie, film and television division (*Super Nanny, CBS Block Party*); and 1-877-PTC-GA50.

Efforts to market the City included brochures, meeting planner, trade shows, working with other departments/organizations within the community, packages (concert packages etc.), formulating databases (convention, conferences, sports etc.), website/web leads, familiarization trips, travel writers, working with local hotels to get competitive hotel rates in bidding process, advertising in travel publications, and running the state-recognized Welcome Center.

Yawn continued that external partnerships included the Georgia Department of Economic Development (GDECD), Georgia Association of Convention and Visitors Bureaus (GACVB), International Association of CVBs (IACVB), International Association of Festivals and Events, and the Atlanta Metro Travel Association (AMTA). Internal/community partners included the City's Recreation Department, the Fayette County Development Authority, the Fayette County Chamber of Commerce, the Peachtree City Airport Authority, and the Great Georgia Airshow.

Yawn noted that the main travel to the City was business-related. The hotels were filled Monday through Thursday. The PCTA worked to fill the hotels the other days with leisure travel. She pointed out that a 7.8 percent drop in revenue per average room rate (RevPAR) was forecasted for 2009, which was the fifth largest annual decline in the measure since 1930. A hospitality industry forecaster predicted that the nation's hotels would not experience a year-over-year quarterly increase in RevPAR until the second quarter of 2010. The City had six hotels, 744 rooms, the average occupancy was 55%, and the average rate was $112. The PCTA projected a 20% shortfall in the hotel/motel tax and was working on a contingency plan for the budget.

Yawn said research was key to the PCTA's success. They were working to identify the diversity of the visitor mix, including government, industry, military, university, medical, leisure, sports, group, wedding/reunion, meetings, and pass-through, to see where the PCTA's money was best spent.

The plans for 2009 were to re-focus the PCTA efforts on that of a CVB; to educate local the community on tourism; to research current market projections and future marketing opportunities; to market the City using print, online, and live media; to generate and aggressively solicit business – what business and revenue could be brought to the City today; to execute a balanced budget; to comply with the PCTA's mission; and "Put Heads in Beds!"

02-09-04 Consider Ordinance Amendment – Commission/Authority/Association Attendance & Alternate Appointments

Acting Administrative Services Director Nikki Vrana said the proposed amendments were housekeeping changes. One change addressed the verbiage, including the word "association" in the ordinance. The make-up of selection committees was also addressed by adding the chair of the commission/authority/ association to the committee. The meat of the changes dealt with filling unexpired terms and attendance criteria.

Plunkett asked the other members if they had read the proposed changes and liked them. They said they had. Plunkett moved to approve the ordinance amendment for the commission/authority/association attendance and alternate appointments. Boone seconded. The motion carried unanimously.

02-09-05 Consider Ordinance Amendment – Alcohol Licenses

McMullen requested Council table this agenda item, adding that staff had received some information from the state that impacted the number of special events permits issued by the City. Staff needed to look at another way.

Sturbaum moved to table the ordinance amendment for alcohol licenses until a date determined by staff. Haddix seconded. The motion carried unanimously.

02-09-06 Consider GDOT MOU for SR 74 South Landscape Enhancements (Phase 1)

Plunkett noted this agenda item referenced covering the sound walls on SR 74 South and moved to approve the GDOT MOU for SR 74 South landscaping enhancements (Phase 1). Sturbaum seconded. The motion carried unanimously.

02-09-07 Consider Modifications to Non-Profit Funding Policy

Sturbaum moved to approve the modifications to the non-profit funding policy. Haddix seconded.

Logsdon asked why the wording, "sudden and urgent need," had been added. He said that could be done without adding the wording to the policy. Plunkett recalled that there had been a request from Fayette Senior Services last year, and there had not been enough specific language in the policy.

The motion carried unanimously.

02-09-08 Consider Funding and Design of Cart Path, MacDuff Path Tunnel to Highway 54 West Commercial Area

Borkowski addressed Council, pointing out that the City had received many requests from Cedarcroft for an alternate route to the Wal-mart/Home Depot area. Staff was asking for guidance whether or not to proceed with design of a cart path to the tunnel under MacDuff Parkway. Currently, people using the path system to get to the commercial area used paths in Cedarcroft. The other option was to block off the Cedarcroft paths, which would require golf carts to travel the path that paralleled MacDuff Parkway. Council had indicated they would consider removing the Cedarcroft paths if Ravin Homes would construct the path connection needed for the tunnel. The estimated cost of the design was $14,000. Borkowski said there were some logistical issues with the proposed route, such as how to route the path around the detention pond, as well as challenges with the slope. Staff recommended the funding for the design be taken from Council Contingency.

Logsdon said he met with Mike Rossetti of Ravin Homes, the Cedarcroft developer, and had visited the subdivision to look at the areas involved. There were challenges to building a cart path. Rossetti told Logsdon that he would build the cart path, depending on the cost, if the City did the engineering and design. Rossetti had also asked that he be allowed to work with the engineers who would do the design.

Plunkett asked how long the design would be good. She did not want to spend the money in vain if Rossetti decided he could not pay for the construction. Borkowski said the design could sit on the shelf for a long time, but could need some tweaking if there were any changes in the wetlands regulations. Plunkett asked if there was an estimate on the construction cost. Borkowski said it would cost at least $150,000. Plunkett said she was sympathetic with Rossetti about closing the two paths that were very close to the adjacent homes, but she was not in favor of closing the path in Cedarcroft that connected to Wal-mart. The path to the tunnel would be an alternate route.

Rossetti said that $150,000 was a pretty high, and he would not pay it unless all the paths in Cedarcroft were closed. Plunkett said that would not happen. Rossetti said he would not consider it in that case.

Logsdon asked the Cedarcroft residents if they were interested in closing the path that directly connected to the commercial area. Cedarcroft resident Dan Marsden said the residents' ultimate goal had been to close all the paths in the subdivision. He had looked at the plans, photographed the tunnel, and was in the process of getting all the plats. He was only missing the plat for Camden Apartments. He said there was a way to get out of the tunnel without going through the wetlands. While Marsden did not personally have a problem with the path that went directly to Wal-mart, other residents wanted them all closed.

Rossetti said that the path up to Wal-mart had turned into a freeway. The paths through Cedarcroft were designed to be neighborhood paths and had become system paths. The carts would not go all the way up to SR 54 if they could go through Cedarcroft. Plunkett said closing the paths through Cedarcroft would be opening a Pandora's Box. There were other areas in the City that had similar problems. She agreed that the paths in Cedarcroft were too close to the houses. Logsdon noted that the houses adjacent to the path that went directly to Wal-mart were as close as the other two in the subdivision. Logsdon asked Rossetti why his decision to pay the construction cost was contingent on closing all the paths. Rossetti said that, as the City evolved, the paths in the neighborhood connected to the system paths, and that was not what had happened in Cedarcroft. It was the same as a city street that became a thoroughfare as the city grew. Plunkett said signage would help guide people along the alternate route to Wal-mart.

Haddix asked Rossetti if he would repay the City the $14,000 if he did not pay the construction costs. Rossetti said the City would have to eventually finish the path in the area anyway. Haddix said he wanted more than a "maybe." Logsdon said the City had the opportunity for the developer to build the path if the cost was reasonable. He did not see that as a gamble. Logsdon said having a developer work with the engineer could help keep the construction costs down. Rossetti said he knew how much it would cost to just put down asphalt, but the City had new construction requirements for the paths. Boone said there had been problems with the paths, which was why they had been torn up and a base had been built. Rossetti said he knew that, but a bridge over the wetlands was a different story. Boone said he was talking about the new standards. McMullen said the cost of completing the path would be driven by compliance with the Americans with Disabilities Act, which had not been done with the original paths. McMullen said no one was going to put pressure on the engineer to not comply with the regulations. Logsdon told Rossetti he appreciated his willingness to look at the problem, but Rossetti needed to back away from closing the path to Wal-mart. Rossetti said the City needed to stop the other carts from using the paths in Cedarcroft. Plunkett said the City could not stop them all, but signage would help, especially with people unfamiliar with the area.

Lynda Wojcik told Rossetti there was a problem with wanting to close the paths in Cedarcroft, adding that the developer should have known how to build the paths. She added that there were always people getting lost in her area that were looking for Kroger.

Brian Dingivan was concerned about golf carts crossing MacDuff Parkway and the main thoroughfare into Wal-mart and Home Depot because it was not set up or safe for golf carts.

Marsden said that the maintenance guarantee on the plans said that City was responsible for the various infrastructure after two years. Logsdon said the design of the paths was poor. There were problems. The problem needed to be fixed, and the City was obligated to do that. Plunkett said the City was not obligated to fix the paths, but the City would maintain the paths that were there. Logsdon said Council was obligated to the health, safety, and welfare of the citizens, and there were people having their homes damaged. There was a solution. Plunkett said she was happy to spend money on the design, but the City was not obligated to fix the problem. The people who bought the houses saw the paths. The people driving on the cart paths should be following the rules and regulations.

Tim West, who lived next to the path that went directly to Wal-mart, said there were easily 600-700 carts per day on the path in the summer. The golf cart traffic lasted until 2 a.m., and there was no traffic like that any other neighborhood located adjacent to a commercial area. He said there must be a solution. Boone reiterated it was Rossetti's responsibility to fix the paths causing the problem. West said things were better when the path between the houses under construction was closed. He noted there was no cart path on Huddleston Road, yet there were golf carts on it everyday. Plunkett said she empathized with West, but said it was not the taxpayers' problem, and she would not support anything that cost the taxpayers. Haddix added that the master plan for the path system included adding a cart path on Huddleston Road. He said there had to be cart path access to Cedarcroft. It could not be isolated. Haddix said his problem was that the developer wanted the City to do the design, then he would think about whether he would build the connection.

Sturbaum asked Rossetti what his financial threshold was for the path construction. Rossetti said $20,000 to $30,000, if it was asphalt. Borkowski said there could be a big issue if the cart path had to span the wetlands and the grade change of the slope from the tunnel.

Logsdon asked staff and Rossetti to look at the area and come up with an estimate. He did not want to spend $14,000 on a design if the path would not get built. McMullen said that could be done, and they would ask someone from Integrated Science & Engineering to go as well.

Sturbaum moved to table 02-09-08 Consider Funding and Design of Cart Path, MacDuff Path Tunnel to Highway 54 West Commercial Area in order for the builder to meet with the Engineering staff to come with a workable plan. Haddix seconded. The motion carried unanimously.

Council/Staff Topics

Overview of City's Wellness Program

McMullen noted that insurance was one of the larger items in the budget in terms of personnel cost, and staff was trying to reduce the funding spent on the item. Staff had been working with the City's insurance consultants and brokers to develop a wellness program,

Vrana introduced the City's wellness program, Plan to Stay Well, which would kick-off on February 12. UnitedHealthcare had provided information showing that for every 100 employees, there were 62 who did not exercise, 60 who were overweight or obese, 49 who drank regularly, 21 who smoked, and 21 who had arthritis. A lot of those issues could be helped by changing behavior. She noted that individual employees were the best hope of improving quality and cost efficiency. Factors that affected health were principally behavioral; 50-85% of all the diseases were associated with behavior. She continued that for every dollar invested, the anticipated savings was $3.48 for medical costs and $5.82 in absenteeism. Helping individuals become aware of their modifiable health risks and engaged in their personal health was the best way to affect change. The City's insurance carrier, UnitedHealthcare, was one of the first carriers to offer employers with 100 or more employees a comprehensive wellness program that included biometric screenings, incentives, and online and telephone-based wellness coaching. Employer benefits included lower absenteeism, higher productivity, improved employee morale, potential for lower Workers Compensation costs, and reduced medical claims over time. There were 248 employees in the insurance program, and 105 had signed up for the assessment on February 12. Participation in the wellness program would be encouraged, but not required.

Plunkett asked if there were incentives for belonging to a gym. Vrana said there were internal things that would be done. Staff was compiling a list of the fitness facilities in the City limits, and a letter would be sent to them informing them of the wellness program. If the facilities wanted to offer a discount to City employees, that would be great.

Plunkett said there were traffic issues in the mornings at Peachtree City Elementary School with the access road to get to Riley Field and the school. Parents used the road to drop off children at the school. The runners were coming through the area without acknowledging or heeding the direction from the volunteer/teacher directing the cars at the school. Plunkett suggested a stop sign be put up. The runners were whipping through the area, cutting around the carpool line, and causing problems. McMullen said he would speak with the principal. Borkowski said staff could authorize a stop sign in the area.

Plunkett asked about the speed limit on SR 74 South, which was 45 miles per hour (mph). Borkowski reported that the Thomaston office of DOT said the speed limit was based on a speed study. Boone noted that, prior to the widening the speed limit had been 50 mph to Crosstown Road and 55 mph from Crosstown to SR 85.

Plunkett said she was getting complaints about unlicensed drivers and golf carts. She asked if there was any way to find out about the licenses and whether the people were legal residents. Meeker said there were requirements in the ordinances. Plunkett said there was a lot of concern in the west side of the City. She had seen approximately seven men on one golf cart that did not have a registration decal.

Council discussed concerns about members giving inaccurate information in online forums.

Plunkett moved to convene in executive session for threatened or pending litigation and personnel at 10:15 p.m. Sturbaum seconded. The motion carried unanimously.

Boone moved to reconvene in regular session at 10:20 p.m. Sturbaum seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn. Boone seconded the motion. The motion carried unanimously. The meeting adjourned at 10:20 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City Council of Peachtree City
Minutes of Meeting
February 19, 2009
7:00 p.m.

The City Council of Peachtree City met Thursday, February 19, 2009, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognitions
There were none.

Public Comment
Darlene Gulli expressed concern about the separation agreement that was being required of employees being laid off. She said it was coercion and violated the code of ethics.

Al Yougel of Keep Peachtree City Beautiful addressed Council about residents being informed. He said Council meetings, workshops, and annual retreats were open to the public, as were the commission and authority meetings. The **UPDATE** newsletter was mailed out, the web site had information and events, Comcast Channel 25 had information, and the local papers had news. If all else failed, residents could contact Council or staff. In his opinion, there was no excuse for citizens being uninformed. The City needed informed public opinion, not uninformed "published" opinion like what was printed in the papers and online.

Agenda Changes
There were none.

Minutes
Sturbaum moved to approve the January 23, 2009, workshop minutes and the February 4, 2009, workshop meeting minutes as written. Plunkett seconded. The motion carried unanimously.

Consent Agenda
1. **Consider Budget Adjustments**
2. **Consider Amendments to Credit Card Policy**
3. **Consider Grant for CERT**

Sturbaum clarified that the credit card policy (Consent Agenda #2) just allowed Amphitheater staff to make last minute purchases, not circumvent the purchasing policy. Financial Services Director Paul Salvatore confirmed that.

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

Old Agenda Items
01-09-02 Consider Reduction in Workforce, Public Works and Leisure Services
City Manager Bernard McMullen said this item was discussed at the January 15 meeting and had been tabled. Council had asked staff to survey employees about their willingness to take a 25%

pay cut City-wide in lieu of the layoffs. The results of the survey were presented at the February 5 meeting.

McMullen said his recommendation remained the same for the Reduction in Workforce for the employees outlined in Public Services and Leisure Services, with the only change being the effective date of March 6, including severance of six weeks pay, medical insurance during that time with a Consolidated Omnibus Budget Reconciliation Act (COBRA) option thereafter, and access to the Employee Assistance Program (EAP) for a period of three months. Individual meetings with Human Resources would be scheduled prior to the effective date to review benefits, there would be joint meeting at City Hall with the Department of Labor and local temporary agency, a letter of reference would be provided, and there would be information on any current or future job openings in the City (McMullen noted that one of the employees who would have been impacted had already transferred to another position). Additionally, Council asked that the outsourcing endeavors include language that the vendors consider hiring the employees. The bid had gone out, and one of the vendors had contacted the City saying that was certainly an option.

Sturbaum moved to approve the Reduction in Workforce as presented. Plunkett seconded. The motion carried unanimously.

02-09-05 Consider Ordinance Amendment – Alcohol Licenses

Acting Administrative Services Director Nikki Vrana addressed Council, saying the Amphitheater was having difficulty securing a vendor for the concessions due to the $5,000 cost of the alcohol license for the limited duration of the season. The proposed ordinance amendment reduced the fee for the amphitheater to half the regular annual license fee.

McMullen said the Tourism Association had faced the same challenge when managing the venue and had paid half the license fee due to the difficulty attracting a vendor.

Plunkett asked if there was a way to cover this as an additional bar under an existing license in the City if a local company already had a license. City Attorney Meeker said they had to be considered separate licenses under both state law and City code, and such a broad action could have unintended consequences. Plunkett said she hoped to find a way to encourage a City business to be the vendor, so that if the City was giving a break, it was to a local business. Vrana said the state had also pointed out that the beverages would have to be delivered to the Amphitheater, not to another business that the license holder owned, and then transported to the Amphitheater. Plunkett said she wanted to encourage City businesses to bid. Amphitheater Director Nancy Price said the bid letters had already gone out, and most had gone to businesses in the City.

Plunkett moved to approve the ordinance amendment requiring the vendor at the Amphitheater to pay half the City's fee plus the state rate. Haddix seconded. The motion carried unanimously.

<u>New Agenda Items</u>

Public Hearing – Consider Step 1 Annexation of Hyde Property, 48 Acres

City Planner David Rast addressed Council, saying the City had received a Step 1 annexation application for 48 acres in Fayette County directly east of the Peachtree City United Methodist Church off the end of Old Stagecoach Road. Rast said the property was two parcels, and noted the proximity of the Hyde Park neighborhood to the northwest. Rast said access would be from Carriage Lane via an easement to Stagecoach Road. Rast said the City's adjacent land use was Estate Residential (ER) and the current County zoning was Agricultural Residential (AR). Rast said there was a flood zone that ran through the property associated with Camp Creek.

Mike Lorber, planning consultant for Mike Hyde of Hyde Investment, said the applicant's options were to pursue development through the City or through the County. However, the property was landlocked from the County side, so access would still be through the City. Lorber continued that there was an 11-acre floodplain that would be put into a conservation easement, and develop 2.5-acre lots, with home prices ranging from $600,000 to $1 million.

Beth Pullias said she was concerned that the City did not need any more homes in that price range to add competition to the many homes already for sale. She was also concerned that the property jutted out irregularly from the existing City limits, so it was not a logical fit. It could encourage further annexations to the north and south due to the configuration. She said it might have some merit, but felt there were more factors against the request than for it.

Richard Spain asked for clarification that the Step 1 request only allowed staff to look at the application, and the details would come forward later with a public hearing. Meeker confirmed this, saying an annexation request would still have to go through public hearings with both the Planning Commission and Council.

Frances Meaders said the property was very close to Shiloh Mobile Home Ranch, and asked if the proximity of this price homes made sense. She also did not want the City paying for a road to get to Hyde's property. She asked if Hyde Park was built out, and Lorber estimated seven of the 12 homes were completed. Lorber clarified that, based on the economy, they would not be building for two to three years, and it was a rare opportunity to build on this size lot in the City.

Hearing no further comment, Logsdon closed the public hearing.

Sturbaum asked staff if the City would respond to any incident that occurred in the area if it remained in unincorporated Fayette County. McMullen said the City only responded in the unincorporated County when requested to do so by the County. Logsdon clarified if that was the case when there was no access from the County, and McMullen confirmed the County would have to respond through the City.

Boone asked if Lorber could give more detail on plans for the floodplain. Lorber referred to an aerial photo and pointed out the area where the floodplain defined itself. Lorber said it encompassed approximately 11 acres. He continued that Southern Conservation Trust wanted to protect the floodplain and wetlands in the City and had made progress in getting those areas under some type of conservation easement or ownership. The homes would sit far from the floodplain, and they had already done some engineering studies on how to protect the area. He was not aware of any environmental issues that would come up. Stagecoach Road crossed Camp Creek, and had a 40-inch culvert that had worked well for many years.

Plunkett was interested in the developer's willingness to cover the costs of staff time to work with the applicant, and noted that the City would not pay for any work on the road. Haddix agreed.

Lorber said he thought Stagecoach Road was originally a County road that they had pretty much abandoned, and the City helped to maintain it now, but the right-of-way was not wide enough to build a standard road. He said one of the thoughts over time had been to make it a cart path.

Sturbaum asked if the Council could get any kind of financial analysis on the impact of the property without approving the Step 1, and McMullen said staff could not work on it until the Step 1 request was approved.

Haddix said his concern was the timing due to the economy and the housing market. He felt the request was premature since they might find that people were not interested in buying that price range of home anymore. Lorber said Hyde Investments had been looking at this for about four years, and he thought they were just trying to see what their options were. Haddix said he also was not a fan of adding a peninsula onto the City without a good reason.

Lorber said that Camp Creek was to be the border of the City, based on the 1985 Land Use Plan, but this property allowed the City to protect the creek on both sides. He continued that most communities had strange edges.

Plunkett noted that the trailer park was actually due north of Hyde Park, not this property.

Logsdon recognized a member of the audience he had not seen during the public hearing. Eric Snell commended the applicant for being willing to explore the option. He felt if they were willing to foot the bill, he did not really see a risk to the city.

Plunkett asked if staff had a ballpark estimate for the cost of staff time. Rast clarified that the new fee structure for the Step 2 application had factored in staff time in addition to a base fee per acre Plunkett said she wanted staff to bring the request back to Council if something extraordinary happened to increase staff time.

Boone moved to approve the Step 1 annexation request, and if there were any costs above the fees, the developer would pay those. Sturbaum seconded. The motion carried 4-1 (Haddix).

02-09-10 Consider 401/457 Investment Management & Account Administration
Logsdon noted there was some additional information on the dais that Council had received that afternoon. He wanted more time to look over the information. Logsdon moved to table the item until the next meeting. Sturbaum seconded. The motion carried unanimously.

02-09-11 Consider Increases in Employee Health Care Contributions

McMullen said this was one of the items on which he had briefed Council at the last meeting. The proposal was to double the current employee contribution to $40 per month for single employee coverage and $100 per month for employee and family coverage. To help offset the cost to the employee, the City had implemented a Wellness Program that would allow participating employees and covered family members to earn gift card rewards.

Boone clarified that the City's coverage was very good. McMullen said he was not aware of any employee complaints about the extent of the health care coverage, and this was not changing coverage. Sturbaum agreed it was a strong policy.

Sturbaum moved to approve the increases in employee health care contributions. Haddix seconded. The motion carried unanimously.

02-09-12 Consider Change to Personnel Policy RE: Paid Leave Benefits for Regular Part-time Employees & Birthday Holiday and Safety Hours for Part-time Firefighters

McMullen said he was proposing to cut the current benefits for regular part-time employees and non-regular part-time firefighters. He noted that the part-time firefighters would still receive eight hours pay for working a holiday. McMullen continued that he had spoken with Library Manager Jill Prouty, who had the largest percentage of part-time employees, and she indicated that interviewees were always surprised that the City offered those hours. In many cases, if a part-time employee took off, their position had to be covered by another part-time or even a full-time employee.

Plunkett said she received an email that the City had great part-time employees, noting that the City did not pay health insurance for them, but said that the leave benefits were probably enough incentive for them.

Sturbaum asked if the time the employees had on the books would be grandfathered. McMullen said the proposal included keeping the current time on the books and allowing them to use them, but not accruing any henceforth. Plunkett asked if there had been any surveys of other jurisdictions. Vrana said they had called six jurisdictions, and only a couple gave these benefits.

Haddix moved to approve the changes as proposed. Sturbaum seconded. The motion carried unanimously.

02-09-13 Consider HVAC Maintenance Agreement for City Facilities

Public Services Director Tom Corbett addressed Council, saying that staff recommended the low bidder, Schumate Mechanical, for $105,996. The bid also included the boiler system at Kedron pool and all the water heating systems.

Sturbaum moved to approve the HVAC maintenance agreement with Shumate Mechanical for City facilities. Boone seconded. The motion carried unanimously.

02-09-14 Consider Design Contract for HVAC Modification at Fire Station #82
Rast addressed Council in the City Engineer's absence due to illness, saying Jim Porter of Leo A. Daley was available to answer questions. There were heating, cooling, and humidity problems at Station #82. The City Engineer had been working with Leo A. Daley, the consulting architectural firm on the Police Department building issues, and the company had provided a scope of services for Station #82 to come up with a solution to fix the problem.

Sturbaum noted that the cost of services included expenses and 10%. Porter said that had been a mistake, and the 10 % was not on the documents he brought for signature.

Sturbaum moved to approve the design contract for HVAC modification at Fire Station #82 with the amendment on the 10%. Haddix seconded. The motion carried unanimously.

<u>Council/Staff Topics</u>
Sturbaum said, with the Federal Reserve downgrading the economic projections again, he would like taff to look at another two percent reduction in the budget. McMullen said Salvatore had already adjusted the revenue projections downward and would present that information at the Council Retreat on March 6-7.

Sturbaum asked if there was a chance the City would get anything out of the federal stimulus package. McMullen said that one of the concerns was that no one knew what strings would be attached to projects. McMullen said unemployment insurance was a concern because the City self-funded that program, and the strings could be harmful to the City.

Sturbaum moved to enter executive session to discuss personnel and pending or threatened litigation at 7:58 p.m. Haddix seconded. The motion carried unanimously.

Sturbaum moved to reconvene in regular session at 8:20 p.m. Haddix seconded. The motion carried unanimously.

There being no further business to discuss, Boone moved to adjourn. Sturbaum seconded. The motion carried unanimously. The meeting adjourned at 8:20 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

2009 City Event Calendar

January	February	March
		3/5 – City Council Meeting, 7 pm 3/6 & 7 –Council Retreat, City Hall 3/9 – Official 50th Anniversary of Peachtree City –Library & City Hall, 11 a.m. **3/14 – PTC Little League Opening Day – 8-6, Baseball/Soccer Complex** 3/19 – City Council Meeting, 7 pm
April	**May**	**June**
4/2 – City Council Meeting, 7 pm 4/7 –Council Workshop (Tentative), 6:30 **4/11 – Optimist Club Easter Egg Hunt, 9 am, Shakerag Knoll** 4/16 – City Council Meeting, 7 pm **4/18 – WalkAmerica, 8 am, Picnic Park** **4/18 & 19 – WWII Heritage Days, 9-4, Falcon Field** 4/25 – Spring Yard & Garden Show - Fayette County Earth Day,	5/2 & 3 – Spring Clean-up, Recycling Center, 8:30 am-4:30 pm 5/5 –Council Workshop (Tentative), 6:30 5/7 – City Council Meeting, 7 pm 5/9 – Touch A Truck 5/21 – City Council Meeting, 7 pm 5/25 – Memorial Day, City Offices Closed Memorial Day Ceremony	6/2 –Council Workshop (Tentative), 6:30 6/4 – City Council Meeting, 7 pm 6/18 – City Council Meeting, 7 pm
July	**August**	**September**
7/2 – City Council Meeting, 7 pm 7/3 – (City offices closed for Independence Day holiday) - Family Sock Hop, Amphitheater 7/4 – Independence Day – Parade, Fireworks 7/7 –Council Workshop (Tentative), 6:30 7/16 – City Council Meeting, 7 pm	8/4 –Council Workshop (Tentative), 6:30 8/6 – City Council Meeting, 7 pm 8/20 – City Council Meeting, 7 pm 8/29 – Kidz Fest	9/3 – City Council Meeting, 7 pm 9/7 – Labor Day, City Offices Closed 9/1 –Council Workshop (Tentative), 6:30 9/17 – City Council Meeting, 7 pm 9/19 & 20 – Shakerag Arts & Crafts Festival 9/26 & 27 – International Festival & Dragonboat Races
October	**November**	**December**
10/1 – City Council Meeting, 7 pm 10/6 – Council Workshop (Tentative), 6:30 10/15 – City Council Meeting, 7 pm 10/17 – PTC Classic Road Race 10/31 - Halloween	11/3 – Council Workshop (Tentative), 6:30 11/5 – City Council Meeting, 7 pm 11/19 – City Council Meeting, 7 pm 11/26 & 27 – Thanksgiving Holiday, City Offices Closed	12/1 –Council Workshop (Tentative), 6:30 12/3 – City Council Meeting, 7 pm 12/5 – Hometown Holiday 12/17 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City Offices Closed

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

Updated 2/23/09

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: _January 2009_

	December-08	January-09	FY 2009 YTD	FY 2008 YTD
Human Resources				
Workers Compensation Claims Filed	1	**2**	**11**	9
City Vehicle / Equipment Accidents	1	**3**	7	5
Employee Turnover Rate ***	**0.00%**	**0.000%**	**0.760%**	1.870%
Lawsuit Legal Fees	$7,473.81	**$9,809.60**	**$29,464.52**	$22,329.03

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

	December-08	January-09	FY 2009 YTD	FY 2008 YTD
Municipal Court				
Fines Collected	$113,109.00	**$124,732.00**	**$517,377.00**	$450,266.48
Online Transactions	122	**120**	**580**	635
Citations Closed	425	**321**	**1,890**	2,122
Jail Fund Balance	$500.87	**$4,706.73**	**$154,492.82**	$128,200.44

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

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

	December-08	January-09	FY 2009 YTD	FY 2008 YTD
Public Information				
New Businesses Registered	15	**23**	**71**	67
Public Contacts, Questions & Complaints	70	**57**	**282**	237

This includes 4 complaints against Comcast Cable Company, 1 sanitation company complaint, and 3 Open Records/Discovery Requests.

COMMISSION/AUTHORITY ATTENDANCE RECORD

PTC Water & Sewerage Authority
Board name

Jan-09
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Wade Williams *01/01/2007*	12	12	12	0	0	**100%**
Tim Meredith *01/01/2008*	12	12	12	0	0	**100%**
Jeff Prellberg *01/01/2006*	12	12	8	4	03/03/2008 05/05/2008 07/07/2008 08/04/2008	**67%**
Phil Mahler *10/19/2007*	12	10	10	0	0	**100%**
Michael Harman *01/01/2009*	12	1	1	0	0	**100%**

COMMISSION/AUTHORITY ATTENDANCE RECORD

Peachtree City Library Commission
Board name

Jan-09
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Keely Suiter *06/01/2006*	12	12	12	0	0	**100%**
Adele Klingshirn *06/01/2007*	12	10	10	0	0	**100%**
John Waterhouse *06/01/2007*	12	10	8	2	02/13/2008 09/10/2008	**80%**
Sally Meyer *06/01/2008*	12	4	4	0	0	**100%**
Paul Lentz, Jr. *06/01/2008*	12	4	4	0	0	**100%**

No meeting was held in January

COMMISSION/AUTHORITY ATTENDANCE RECORD

Planning Commission
Board name

January 2009
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples *10/01/2006*	23	23	18	5	4/14/08, 5/19/08, 7/14/08, 10/13/08, 11/10/08	**78%**
Theo Scott *10/01/2004*	23	23	22	1	02/25/08	**96%**
Martin Mullin *10/01/2004*	23	23	18	5	3/10/08, 7/28/08, 11/10/08, 11/24/08, 2/9/09	**78%**
Larry Sussberg *10/01/2008*	5	5	4	1	11/24/08	**80%**
Joe Frazar *10/17/2008*	5	5	4	1	12/08/08	**80%**
Lynda Wojcik Alternate *10/01/2007*	23	23	14	9	4/14/08, 5/12/08, 5/19/08, 7/14/08, 8/28/08, 11/10/08, 11/24/08, 12/8/08, 1/12/09	**61%**

COMMISSION/AUTHORITY ATTENDANCE RECORD

RECREATION COMMISSION
Board name

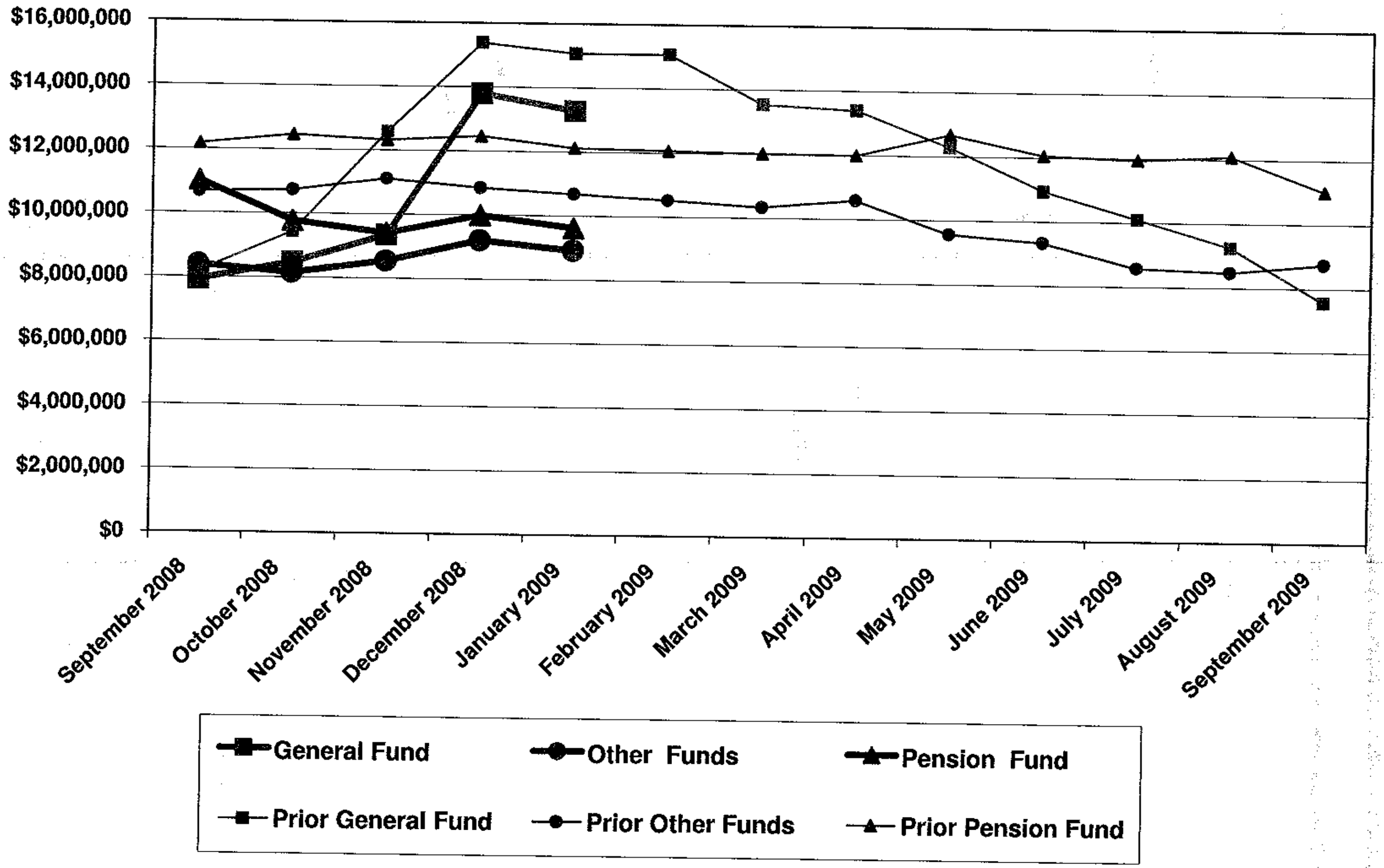
Jan-09
Report Date: Month Year

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

PEACHTREE CITY BUILDING DEPARTMENT
FY 2009

	Dec-08	Jan-09	Fiscal Y-T-D 2009	Fiscal Y-T-D 2008
DEVELOPMENT PERMITS:	1	2	12	17
BUILDING PERMITS:				
Single Family Residential	0	2	6	20
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	24	25	122	161
Commercial/Industrial	11	14	44	57
TOTAL INSPECTIONS:	430	313	1,570	1,838
CERTIFICATE OF OCCUPANCY:				
Residential	12	5	24	25
Commercial	8	10	24	19
Multi-Family Residential	0	0	146	0
CODE ENFORCEMENT:				
Sign Violations	63	120	653	399
New Rehab	3	5	18	17
Rehab Inspections	10	8	34	48
Tree Removal Permits	34	45	213	246
Notice of Violations - Construction	4	0	6	19
Notice of Violations-Non-Construction	137	125	561	467
Stop Work Orders	3	2	10	24
Compliance Inspections	205	188	842	694
Founded Complaints	21	12	64	34
Unfounded Complaints	10	8	32	37
Assessments	2	2	7	24
Water Ban Violations	1	0	5	73
Citations	5	3	29	15
Architect Review Board Permit Approval	20	20	103	157
PERMIT FEES COLLECTED:	79,828	47,056	199,064	105,543
POPULATION: Based on 2.09 persons per new completed dwelling unit.	36,643	36,653	36,653	36,306

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



Note: Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Proprietary Funds (including the Stormwater Utility Fund), and Agency Funds.

CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED JANUARY 31, 2009

PERCENTAGE OF BUDGET YEAR COMPLETED 33.3%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 9,865,605	$ 8,474,294	$ (1,391,311)	85.90%
Franchise Taxes	2,395,859	124,306	(2,271,553)	5.19%
Local Option Sales Tax	6,324,351	2,055,088	(4,269,263)	32.49%
Other Sales & Use Taxes	691,266	247,614	(443,652)	35.82%
Business Taxes	2,282,903	2,062,721	(220,182)	90.36%
Licenses & Permits	807,749	491,768	(315,981)	60.88%
Intergovernmental/Grants	199,000	81,711	(117,289)	41.06%
Charges for Services - Other	762,430	206,343	(556,087)	27.06%
EMS Billings	306,710	144,800	(161,910)	47.21%
Fines & Forfeitures	1,038,236	325,778	(712,458)	31.38%
Investment Income	372,620	40,406	(332,214)	10.84%
Other Revenue	13,766	4,406	(9,360)	32.01%
Other Financing Sources	786,638	141,390	(645,248)	17.97%
Total General Fund Revenues	**$ 25,847,133**	**$ 14,400,625**	**$ (11,446,508)**	**55.71%**
Surplus Carryover	387,633	-	(387,633)	0.00%
Total General Fund	**$ 26,234,766**	**$ 14,400,625**	**$ (11,834,141)**	**54.89%**

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 451,127	$ 149,450	301,677	33.13%
Administrative Services	1,033,936	320,267	713,669	30.98%
Financial Services	1,079,103	365,067	714,036	33.83%
Police Services	6,260,593	2,027,801	4,232,792	32.39%
Fire/EMS Services	5,820,188	1,916,223	3,903,965	32.92%
Public Works	3,915,160	1,231,314	2,683,846	31.45%
Leisure Services	4,716,200	1,508,672	3,207,528	31.99%
Developmental Services	1,332,073	417,232	914,841	31.32%
Non-Divisional:				
Council Contingency	41,900	-	41,900	0.00%
Non-Profit Organizations	28,100	23,100	5,000	82.21%
Transfer to Development Authority	35,000	35,000	-	100.00%
Development Authority Debt Service	140,297	113,909	26,388	81.19%
Transfers to Other Funds	1,717,620	443,658	1,273,962	25.83%
Liability Insurance	99,310	55,586	43,724	55.97%
Legal Services	125,675	29,464	96,211	23.44%
General Administration/Bad Debt Expense	75,000	850	74,150	1.13%
Budgeted Savings	(636,516)	-	(636,516)	0.00%
Total General Fund	**$ 26,234,766**	**$ 8,637,593**	**$ 17,597,173**	**32.92%**

HOTEL/MOTEL FUND REVENUES

Description	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	**$ 967,621**	**$ 272,293**	**$ (695,328)**	**28.14%**

HOTEL/MOTEL TRANSFERS OUT

Type	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 322,540	$ 90,764	$ 231,776	28.14%
Transfer to Tourism Association	645,081	181,529	463,552	28.14%
Total Hotel/Motel Transfers Out	**$ 967,621**	**$ 272,293**	**$ 695,328**	**28.14%**

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

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER
JANUARY 2009

Description	Vendor	Award	Date
Drainage Design @101 Lakeside	Integrated Science & Engineer	$ 27,690.00	01/05/2009
Flat Creek Bridge Design,Add'l	Integrated Science & Engineer	27,166.50	01/05/2009
Culvert Design@Willowbend Road	Integrated Science & Engineer	26,340.00	01/09/2009
Phase 3 of Preplan Software	Group 1 Solutions	22,723.00	01/19/2009
Phase 4 Hydrologic & Hydrology Study	Integrated Science & Engineer	39,000.00	01/28/2009

PURCHASING REPORT
FOR MONTH ENDED JANUARY 31, 2009 AND JANUARY 31, 2008

Activity	Fiscal Year 2009	Fiscal Year 2008
Purchase Orders / Requisitions Processed	233	243
City Store Requisitions Processed	10	12
Sealed Bids Requested	7	4
Requests for Proposals	2	1
Bids Awarded	0	3
Requests for Proposals Awarded	2	1
Contracts Prepared	2	4
Fixed Assets Purchased	5	6

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
JANUARY 2009

POLICE DEPARTMENT		
VEST FUND - MARSHA & KENNETH SIKES	$	600.00
VEST FUND - DUANE & PAUL FISCHER		200.00
FIRE DEPARTMENT		
HAZMAT DONATION-FAYETTE COUNTY RESOURCE		5,000.00
GENERAL		
TOTAL MONTH OF JANUARY 2009	$	5,800.00

City of Peachtree City
Information Technology Statistics
January 2009
(as of 2/23/2009)

Goals and Objectives Summary (Statistically-based):

Goal 1: Minimize down-time for all critical servers.
Objective 1: Ensure maximum 5% downtime annually (438 hours out of 8,760 available hours) for primary application, file and email servers

Reported hours of downtime in January 2009 – 0 hours (100.00% uptime, 0.00% downtime)
Reported hours of downtime in FY2009 – 2 hours (99.93% uptime, 0.06% downtime)
Reported hours of downtime in FY2008 - 85 hours (99.03% uptime, 0.07% downtime)

Goal 2: Improve first call resolution for technical support issues.
Objective 1: Ensure first call resolution 90% of the time within 1 hour for "emergency" issues, 4 hours for "important" issues, and 12 hours for "normal" issues.

Period	Total Number of Issues	Number of Issues Resolved	%	Number of "Emergency" Issues	Number of "Emergency" Issues Resolved in 1 hour	%	Number of "Important" Issues	Number of "Important" Issues Resolved in 4 hours	%	Number of "Normal" Issues	Number of "Normal" Issues Resolved in 12 hours	%
January 2009	141	139	98.58%	0	0	0.00%	3	3	100.00%	138	123	89.1%
FY2009	365	350	95.89%	0	0	0.00%	4	4	100.00%	352	311	88.35%
FY2008	1302	1254	96.31%	3	1	33.33%	12	11	91.67%	1239	1105	89.2%

Website Statistics

Visits

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

Total Number of Website Visits in January 2009 – 69,235
Unique Visitors – 37,129
Visitors Who Visited More Than Once In the Month – 6,980

Total Number of Website Visits in FY2009 (to date) – 247,197
Unique Visitors – 129,686
Visitors Who Visited More Than Once in the Period – 23,986

Total Number of Website Visits in FY2008 (full year) – 933,369
Unique Visitors – 461,447
Visitors Who Visited More Than Once in the Period – 88,799

Top 10 Pages Visited

Most popular pages visited in January 2009*

Rank	Page	Number of Visits
1	Home Page	17,591
2	Page Not Found (redirection from old sites)	7,650
3	Amphitheater	5,522
4	Jobs	4,881
5	Police Department	3,636
6	Parks and Recreation	3,581
7	Library	3,172
8	Jobs via Fayette County Development Authority	2,216
9	Falcon Field	2,052
10	About Peachtree City	1,847

Most popular pages visited in FY2009* (to date)

Rank	Page	Number of Visits
1	Home Page	63,006
2	Page Not Found (redirection from old sites)	22,195
3	Jobs	17,504
4	Police Department	11,591
5	Library	10,797
6	Parks and Recreation	10,762
7	Falcon Field	9,253
8	News Flash	7,270
9	Events Calendar	6,351
10	About Peachtree City	5,923

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

PEACHTREE CITY FIRE/EMS DEPARTMENT
2009 MONTHLY REPORT

	Dec. 08	Jan. 09	2009 FY-T-D	2008 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	2	3	11	13
Actual Business/Industrial Fires	0	0	4	3
Rescue/EMS Assist	154	149	574	580
Vehicle/Golfcart Accidents	23	11	82	75
False Alarms	12	21	85	94
[1]Other	30	28	119	97
Total Engine Response	221	212	875	862
Dispatched Fire Calls	46	58	220	212
Response Time Fire	5:16	4:41	4:53	5:00
RESCUE/EMS				
Trauma	38	25	136	115
Medical	147	136	530	564
Total # Patients	185	161	666	679
Patients Transported	95	90	345	313
Dispatched EMS Calls	173	157	661	642
[2]Total Medic Response	224	198	829	812
Response Time EMS	4:24	4:26	4:30	4:40
Dispatched Fire/EMS Total	219	215	881	854
EMS BILLING				
Patients Billed	95	89	342	308
[3]Total Cash Received			121,781	103,344

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

[2]Includes Fire Assist Responses

[3]Total Cash Received on All Outstanding Accounts. * As of November 2008, EMS billing information will be presented as part of the Financial Services Division's monthly report.

LEISURE SERVICES MONTHLY REPORT

Jan-09

Activity Description	Unit	Jan. 09	FY 2009 YTD	FY 2008 YTD
Library				
Books Circulated	number	36,927	141,375	135,877
Internet Usage	visits	3,024	13,172	14,794
Computer Lab Use	hours	0*	38	88
**Lab closed due to hour reductions*				
Recreation				
Class/Program Revenue	$	$2,103	$10,006	$9,829
Playing Field Preparations	hours	479	1,649	1,639
Building Maintenance	hours	394	1,658	1,629
Litter Removal	hours	225	1,073	1,047
Complaints answered	number	1	5	6
Amphitheater Rentals, commercial		0		None
Amphitheater Rentals, nonprofit*		0		None

PEACHTREE CITY POLICE DEPARTMENT
2009 MONTHLY REPORT

	JANUARY 2009	DECEMBER 2008	2009 CYTD	2008 CYTD
PART I CRIMES				
Criminal Homicide	0	0	0	0
Rape	0	0	0	0
Robbery	1	1	1	0
Aggravated Assault	3	1	7	1
Arson	0	0	1	0
Motor Vehicle Theft	3	5	3	3
Theft	41	77	41	29
Burglary	7	5	7	6
TOTAL PART I CRIMES	**55**	**89**	**55**	**39**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	15	18	15	12
DUI – ADULT	13	16	13	11
DUI – UNDERAGE	2	2	2	1
MINOR IN POSSESSION OF ALCOHOL	11	9	11	10
DRUG ARRESTS:				
MARIJUANA	10	8	10	5
METHAMPHEDIMINE	0	0	0	0
COCAINE	1	0	1	2
OTHER (opium, heroin, etc)	0	1	0	0
ARRESTS				
PROPERTY CRIMES	13	20	13	15
PERSON CRIMES	14	8	14	2
CITY ORDINANCES	37	52	37	20
TRAFFIC OFFENSES	61	52	61	61
OTHER	28	32	28	41
AVERAGE RESPONSE TIME	6.09	6.16	6.09	5.41
CALLS ANSWERED	**5,216**	**5,259**	**5,216**	**5.887**

TRAFFIC

CITATIONS ISSUED	627	512	627	637
WARNINGS	688	581	688	759
ACCIDENTS	76	97	76	108

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / PEACHTREE PARKWAY	5
HWY 54 / HWY 74	2
HWY 74 / KELLY DRIVE	2
HWY 74 / CLOVER REACH	2
HWY 54 / COMMERCE DRIVE	2

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / PEACHTREE PARKWAY	5
HWY 54 / HWY 74	2
HWY 74 / KELLY DRIVE	2
HWY 74 / CLOVER REACH	2
HWY 54 / COMMERCE DRIVE	2

PUBLIC SERVICES MONTHLY REPORT
JANUARY 2009

Activity Description	Unit	January-09	FY2009 YTD	FY2008 YTD
Street Patching	Hrs.	0	0	538
Street Crack Sealing	Hrs.	0	224	0
Street Crack Sealing	Mi.	0	1.08	~~
Street General Miantenance	Hrs.	403	1,643	1,270
Storm Water Maintenance	Hrs.	287	2,168	2,288
Cart Path Paving	Ft.	0	1,378	8,859
Cart Path Prepped for Paving*	Ft.	2,935	~~	~~
Cart Path Litter Removal	Hrs.	135	694	702
Cart Path Drainage Maintenance	Hrs.	271	765	157
Cart Path General Maintenance	Hrs.	409	1,799	1,742
(* FY Total and Prior FY Total No longer Reported)				
R.O.W. Mowing	Hrs.	0	201	414
R.O.W. Litter Removal	Hrs.	392	1,781	1,730
R.O.W. General Maintenance	Hrs.	952	2,887	2,734
Subdivision Entrance Maintenance	Hrs.	0	870	686
Landscape Maintenance	Hrs.	1,025	3,062	2,777
Landscape Planting/Mulching	Hrs.	47	232	327
Subdivision Sign Maintenance	Hrs.	14	87	126
Traffic Sign Maintenance	Hrs.	167	600	377
Vandalism Repairs	Hrs.	35	144	216
Vandalism Repairs	Dls.	$816	$2,988	$5,200
Citizen Complaints Answered	Num.	55	244	266
Community Service	Hrs.	36	160	118
RECYCLING SITE				
Manhours	Hrs.	127	675	497
Participants:				
Recycling	Num.	198	1,071	1,104
Composting	Num.	506	3,364	3,096
Mulch Pick UP	Num.	4	61	139
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	66.50		

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**Bernard McMullen, City Manager** Bernard McMullen **Paul Salvatore, Financial Services Director** **Janet Camburn, Assistant Financial Services Director** **Angela Egan, Purchasing Agent**
FROM:	**H.C."Skip" Clark II, Chief of Police**
DATE:	**February 23, 2009**
SUBJECT:	**Police Vehicles** ***March 5, 2009, City Council Meeting***

Recommendation:

Staff recommends the purchase of three (3) Patrol Crown Victoria cars (3 replacements) from Wade Ford for the bid price of $60,156.00. This bid price includes a credit for three (3) trade-ins valued at a total of $4,500.00.

Staff also recommends the purchase of two (2) Patrol/K-9 Chevy Tahoe SUVs from Terry Cullen Chevrolet for the bid price of $49,960.00.

Discussion:

Bid packages were mailed to a number of area Ford and Chevrolet distributors. Bids were received from five (5) of the Ford dealers for the patrol Crown Victoria vehicles and ten (10) of the Chevrolet dealers for the Chevrolet Tahoe vehicles. These bid prices do not include any after-market accessories. These will be purchased separately.

Patrol Crown Victoria vehicles:

Dealer:	**price per vehicle:**	**trade ins:**	**extended price:**
Wade Ford	$21,552.00	$4,500.00	$60,156.00
Allan Vigil (Fayetteville)	$21,332.64	$3,000.00	$60,997.92
Family Ford	$21,423.00	$600.00	$63,669.00
Allan Vigil (Morrow)	$21,977.00	$2,000.00	$63,931.00
Peach County Byron	$21,514.00	$0.00	$64,542.00

Patrol – pursuit rated SUVs:

Dealer:	price per vehicle:	extended price:
Terry Cullen Chevrolet	$24,980.00	$49,960.00
Nash Chevrolet	$25,288.43	$50,576.86
Gordon Chevrolet	$25,656.00	$51,312.00
Bellamy Strickland	$25,917.63	$51,835.26
Whiteside Chevrolet	$26,063.00	$52,126.00
John Thornton	$26,222.43	$52,444.86
Hardy Chevrolet	$26,259.00	$52,518.00
South Towne	$27,338.00	$54,676.00
Carl Black Chevrolet	$27,750.00	$55,500.00

These patrol vehicles are necessary in order to maintain a sufficient fleet of vehicles that have not exceeded 100,000 miles. The department intends to reassign two (2) of the replaced 2003 patrol Crown Victoria vehicles to the Auxiliary Police Force and in turn remove the two (2) remaining 1999 Auxiliary Crown Victoria cars from the fleet. By June 2009, two (2) Auxiliary Vehicles, city asset #2060 and city asset #2064, are projected to have 109,517 and 103,876 miles, respectively. Additionally, patrol unit P-47 (city asset #2015) is expected to exceed 100,000 miles by June 2009. These vehicles are in poor repair and do not reflect the best image of the City. The five (5) vehicles being replaced are as follows:

Asset #	year/make/model	projected mileage June 2009	assignment
2060	1999 Ford Crown Vic	109,517	Public Works
2064	1999 Ford Crown Vic	103,876	Public Works
2015	2003 Ford Crown Vic	100,738	Public Works
2016	2003 Ford Crown Vic	98,204	Auxiliary Police
2022	2003 Ford Crown Vic	97,826	Auxiliary Police

City Asset # 2060, #2064, and #2015 will be turned over to Public Works for evaluation and distribution to other departments or auctioned as needed. City Asset # 2016 and #2022 will be converted for use by the Auxiliary Police Force.

The lowest submitted bid for the three (3) Ford Crown Victorias by Wade Ford is realized as a result of trading in three (3) 1999 Crown Victorias that are in the possession of Public Works. These vehicles have been utilized by other city departments and have reached the end of their useful life.

Budget Impact:

The 2009 PIP budget for the five (5) replacement patrol vehicles is $215,000.00. This will leave a balance of $104,844.00 for the necessary aftermarket equipment and accessories.

2009 PIP budget	$215,000.00
2009 Crown Victorias	-$ 60,156.00
2009 Chevy Tahoes	-$ 49,960.00
Projected cost of patrol accessories	-$100,000.00
	Balance $ 4,844.00

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **February 25, 2009**

SUBJECT: **Consider Appointment of Planning Commission Member**
Consent Agenda, March 5, 2009

Recommendation:

Appoint Lynda Wojcik to fulfill the remainder of Marty Mullin's term (9/30/10) on the Planning Commission.

Discussion:

The City received notification from Marty Mullin that he would no longer be able to serve on the Planning Commission due to personal reasons effective February 13, 2009.

As outlined in the City Ordinance, *Sec. 2-336 (rev 2/5/09), "Commission, authority, and association appointments, attendance. (c) Filling of unexpired terms. At the time of appointment of a member(s) to a commission, authority, or association the city council may designate an alternate(s) from the pool of applicants. Any alternate shall have the ability to participate in all discussion of the commission, authority, or association, but shall not have the right to vote on any matter before the commission, authority, or association.*

The alternate would be appointed as a regular member of the commission, authority, or association should there be a vacancy during an unexpired term. At the next regular interview process, the alternate will not automatically be appointed to the position."

After confirming with Development Authority Chairman Todd Strickland, the alternate Lynda Wojcik has satisfied the attendance requirement as an alternate. It is my recommendation that alternate Ms. Wojcik be appointed to complete Mr. Mullin's unfulfilled term; 3/6/2009 – 09/30/2010.

Budget Impact:

This item should have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **February 25, 2009**

SUBJECT: **Consider Appointment of Development Authority Member**
Consent Agenda, March 5, 2009

Recommendation:

Appoint Grey Durham to fulfill the remainder of Tom Lacy's term (3/31/11) on the Development Authority.

Discussion:

The City received notification from Tom Lacy that he would no longer be able to serve on the Development Authority due to personal reasons effective November 17, 2008.

Under the former City Ordinance, Sec. 2-336, an alternate could only be appointed to fulfill a vacated seat if the balance of the unexpired term was less than 12 months. As stated above, Mr. Lacy's seat had more than 12 months remaining so the vacancy was advertised to recruit volunteers to serve on the Authority. Staff notified the current alternate, Mr. Grey Durham, of the resignation and advised if he would like to be considered to replace Mr. Lacy he would need to go through the application process again. In the meantime, another member resigned effective January 26, 2009. The application close date was posted until February 13, 2009.

As a result of the change in ordinance (outlined below) effective February 5, 2009, Mr. Grey may now be appointed to fulfill the balance of Mr. Lacy's unexpired term.

As outlined in the City Ordinance, *Sec. 2-336 (rev 2/5/09), "Commission, authority, and association appointments, attendance. (c) Filling of unexpired terms. At the time of appointment of a member(s) to a commission, authority, or association the city council may designate an alternate(s) from the pool of applicants. Any alternate shall have the ability to participate in all discussion of the commission, authority, or association, but shall not have the right to vote on any matter before the commission, authority, or association.*

The alternate would be appointed as a regular member of the commission, authority, or association should there be a vacancy during an unexpired term. At the next regular interview process, the alternate will not automatically be appointed to the position."

After confirming with Development Authority Chairman Todd Strickland, the alternate Grey Durham has satisfied the attendance requirement as an alternate. It is my recommendation that alternate Mr. Durham be appointed to complete Mr. Lacy's unfulfilled term; 3/6/2009 – 03/31/2011.

Budget Impact:

This item should have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Financial Services Director** P.S.
Acting Administrative Services Director M

DATE: **February 26, 2009**

SUBJECT: **401/457 Pension Investment Management and Account Administration**

March 5, 2009 City Council Meeting

Recommendation:
Accept the proposal from ICMA-RC to provide pension investment management and account administration services for the city 401 and 457 defined contribution pension plans.

Discussion:
The current provider of the city 401 and 457 pension plans, Wachovia Bank, N.A., has advised city staff that they will no longer be able to provide competitive pricing on their account fees due to changes currently taking place with their corporate structure. Since this would directly impact service fees taken from city employees' retirement accounts, and it has been approximately four years since these services have been evaluated, staff issued a request for proposals (RFP) from alternate vendors. The city's actuarial firm, WRS, assisted with the RFP development and evaluation process. The evaluation criteria consisted of:

- Overall fees
- Investment choices and returns available to plan participants
- Overall level of service available to plan participants

The RFP was sent out to 25 potential vendors and 14 responses were received. Based on the selection criteria mentioned above, city staff and WRS identified the top 2 vendors (ICMA-RC and Mass Mutual) and invited representatives from both firms to be interviewed. A series of specific questions were asked regarding the selection criteria and each firm was ranked by a committee of city staff members based upon the responses. A copy of the finalist ranking scores is attached. The City Attorney has reviewed the attached resolutions and other documents.

Budgetary Impact:
All account fees are paid by the participants (employees). No direct impact on city budget.

Comparison Of 457/401(a) Finalists
Low Score is Highest Rank

	ICMA - RC	Mass Mutual
General Investments	1	1
Plan/Legal Compliance	1	1
Management Reports	2	1
Website	1 (User Friendly)	1 (Sophisitcation)
Participant Relations/Education	1	2
Performance Monitoring	1	1
Responsiveness/Interview	1	2
Pricing (Employee account fees)	1	1
Financial Condition	1	1
Average Rank	**1.11**	**1.22**

RESOLUTION
FOR A LEGISLATIVE BODY RELATING TO A 457 DEFERRED COMPENSATION PLAN

Account Number 30-________________

Name of Employer: The City of Peachtree City State: GA

Title of Program Coordinator: Administrative Services Director
(see definition below for duties of Program Coordinator)

Resolution of the above named Employer ("Employer")

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, the Employer desires that its deferred compensation plan be administered by the ICMA Retirement Corporation, and that some or all of the funds held under such plan be invested in the VantageTrust Company, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

NOW THEREFORE BE IT RESOLVED that the Employer hereby adopts the deferred compensation plan (the "Plan") in the form of: (Select one)

- [x] The ICMA Retirement Corporation Deferred Compensation Plan and Trust, referred to as Appendix A
- [ ] The plan provided by the Employer (executed copy attached hereto).

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of Trust of the VantageTrust Company, attached hereto as Appendix B, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the VantageTrust Company.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the Employer serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan.

BE IT FURTHER RESOLVED that the Administrative Services Director (use title of official, not name) shall be the coordinator for this program; shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation or the VantageTrust Company; shall cast, on behalf of the Employer, any required votes under the VantageTrust Company; Administrative duties to carry out the plan may be assigned to the appropriate departments, and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

I, ________, Clerk of the (City, County, etc.) of __________________, do hereby certify that the foregoing resolution, proposed by__________________, in the (Council Member, Trustee, etc.) of ______________ was duly passed and adopted in the (Council, Board, etc.) of the (City, County, etc.) of ______________at regular meeting thereof assembled this _____ day of ______________, 20______, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

____
Clerk of the (City, County, etc.)

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

(a) *Incorporation of ICMA Declaration by Reference; ICMA By-Laws.* Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and

2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.

(b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:

1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.

2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.

3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.

4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.

(c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.

(d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

By: Angela C. Montez

Name: Angela Montez

Title: Assistant Secretary

RESOLUTION FOR A LEGISLATIVE BODY RELATING TO A MONEY PURCHASE PLAN

RESOLUTION OF The City of Peachtree City (EMPLOYER NAME).

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its money purchase retirement plan be administered by ICMA-RC and that the funds held in such plan be invested in the VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans:

NOW THEREFORE BE IT RESOLVED that the Employer hereby establishes or has established a money purchase retirement plan (the "Plan") in the form of: (Select one)

- [x] The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto).
- [ ] The Plan and Trust provided by the Employer (executed copy attached hereto).

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of Trust of VantageTrust, and attached hereto as Appendix B, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the VantageTrust.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the VantageTrust; and

BE IT FURTHER resolved that the Administrative Services Director (use title of official, not name) shall be the coordinator for the Plan; shall receive reports, notices, etc., from the ICMA Retirement Corporation or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes City Manager (use title not name) to execute all necessary agreements with the ICMA Retirement Corporation incidental to the administration of the Plan.

I, ____________________, Clerk of the (City, County, etc.) of ________________, do hereby certify that the foregoing resolution proposed by (Council Member, Trustee, etc.) of ____________________________, was duly passed and adopted by the (Council, Board, etc.) of the (City, County, etc.) of ________________________ at a regular meeting thereof assembled this ____________________ day of ____________________, 200 ____, by the following vote:

AYES:

NAYS:

ABSENT:

(SEAL)

____

Clerk of the (City, County, etc.)

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

1. *Incorporation of ICMA Declaration by Reference; ICMA By-Laws.* Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

   Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

   (a) any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and

   (b) all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.

2. *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:

   (a) Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.

   (b) Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.

   (c) In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.

(d) In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.

3. *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.

4. *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

By: Angela C. Montez

Name: Angela Montez

Title: Assistant Secretary

ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT

PLAN NUMBER 10- ________

The Employer hereby establishes a Money Purchase Plan and Trust to be known as Peachtree City 401(a) Plan (the "Plan") in the form of:

- The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto). [906]

- The Plan and Trust provided by the Employer (executed copy attached hereto).

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.
X Yes ______ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

____

I. Employer: City of Peachtree City [902]

II. The Effective Date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified: January 1, 2003 (e.g., January 1, 2006 for the MPP 01/01/06 Plan)

III. Plan Year will mean:

(X) The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

( ) The twelve (12) consecutive month period commencing on ____________ and each anniversary thereof.

IV. Normal Retirement Age shall be age 65 (not to exceed age 65). [288]

V. **ELIGIBILITY REQUIREMENTS:**

1. The following group or groups of Employees are eligible to participate in the Plan:

_____ All Employees
_____ All Full Time Employees
_____ Salaried Employees
_____ Non union Employees
_____ Management Employees
_____ Public Safety Employees
_____ General Employees
X Other (specify below)
All full-time Employees except Senior Managers
All permanent Part-time Employees as defined by Human Resources

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be ______________ (write N/A if an Employee is eligible to participate upon employment).

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows (choose all that apply):

( ) **Fixed Employer Contributions With Or Without Mandatory Participant Contributions.**

A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant ______% of Earnings or $______ for the Plan Year (subject to the limitations of Article V of the Plan). Mandatory Participant Contributions

___ are required
___ are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation. A Participant is required to contribute (subject to the limitations of Article V of the Plan)

(i) ______% of Earnings,
(ii) $________, or
(iii) a whole percentage of Earnings between the range of ______________(insert range of percentages between 0% and 20% (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer

for the Plan Year as a condition of participation in the Plan. A Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory Participant Contributions.[1]

______ Yes ______ No [621]

( ) **Fixed Employer Match of Voluntary Participant Contributions.**

The Employer shall contribute on behalf of each Participant ___% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed ____% of Earnings or $____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

(X) **Variable Employer Match Of Voluntary Participant Contributions.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

to the ICMA 457 Plan

.5 % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding 4 % of Earnings or $________);

PLUS ______% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or $_________).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed $________ or 2 % of Earnings, whichever is ___ more or ___ less.

2. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan.

_______ Yes   X No

3. Employer contributions shall be contributed to the Trust in accordance with the following payment schedule:

Bi-Weekly

4. Participant contributions shall be contributed to the Trust in accordance with the following payment schedule:

____

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

(a) Overtime   X Yes   ___ No

(b) Bonuses   X Yes   ___ No

(c) Other

____

____

VIII. The Employer will permit rollover contributions in accordance with Section 4.09 of the Plan.

X Yes   _____ No

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Sections 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (f) of the Plan will apply unless another method has been indicated below.

   ( ) Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

   ____

   ____

   ____

2. The limitation year is the following 12 consecutive month period: January - December

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator.

Years of Service Completed	Percent Vested
Zero	____ %
One	100 %
Two	____ %
Three	____ %
Four	____ %
Five	____ %
Six	____ %
Seven	____ %
Eight	____ %
Nine	____ %
Ten	____ %

[234-239]

XI. Loans are permitted under the Plan, as provided in Article XIII:

____ Yes   X No   [751]

XII. Age 70-1/2 in-service distributions are permitted under the Plan as provided in Section 9.08.

____ Yes   X No   [646:8]

XIII. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07.

____ Yes   X No   [646:7]

XIV. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

_____ A. Beneficiary Spousal Consent Election (Article XII). If selected, participants may elect any of the available distribution options without spousal consent. Upon death, the surviving spouse is the Beneficiary, unless he/she consented to the Participant's naming of another Beneficiary. [642:8]

_____ B. QJSA Election (Article XVII). If selected, the normal form of payment of benefits under the Plan is a qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his/her lifetime. [646:6]

__X__ C. Participant Directed Election. If selected, participants may elect any of the available distribution options without spousal consent. The Participant can name any person(s) as the Beneficiary(ies) of the Plan, without spousal consent.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of ____________________, 200________.

EMPLOYER	ICMA RETIREMENT CORPORATION 777 North Capitol St., NE Washington, DC 20002-4240 202-962-8096
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Attest: ____________________	Attest: ____________________

RESOLUTION FOR A LEGISLATIVE BODY RELATING TO A MONEY PURCHASE PLAN

RESOLUTION OF The City of Peachtree City (EMPLOYER NAME).

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its money purchase retirement plan be administered by ICMA-RC and that the funds held in such plan be invested in the VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans:

NOW THEREFORE BE IT RESOLVED that the Employer hereby establishes or has established a money purchase retirement plan (the "Plan") in the form of: (Select one)

- [x] The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto).
- [ ] The Plan and Trust provided by the Employer (executed copy attached hereto).

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby executes the Declaration of Trust of VantageTrust, and attached hereto as Appendix B, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the VantageTrust.

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the VantageTrust; and

BE IT FURTHER resolved that the Administrative Services Director (use title of official, not name) shall be the coordinator for the Plan; shall receive reports, notices, etc., from the ICMA Retirement Corporation or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes City Manager (use title not name) to execute all necessary agreements with the ICMA Retirement Corporation incidental to the administration of the Plan.

I, ____________________, Clerk of the (City, County, etc.) of ____________________, do hereby certify that the foregoing resolution proposed by (Council Member, Trustee, etc.) of ____________________, was duly passed and adopted by the (Council, Board, etc.) of the (City, County, etc.) of ____________________ at a regular meeting thereof assembled this ____________________ day of ____________________, 200 ____, by the following vote:

AYES:

NAYS:

ABSENT:

(SEAL)

____

Clerk of the (City, County, etc.)

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

1. *Incorporation of ICMA Declaration by Reference; ICMA By-Laws.* Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

   Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

   (a) any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and

   (b) all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.

2. *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:

   (a) Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.

   (b) Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.

   (c) In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.

(d) In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.

3. *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.

4. *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

By: Angela C. Montez

Name: Angela Montez

Title: Assistant Secretary

ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT

PLAN NUMBER 10- ________

The Employer hereby establishes a Money Purchase Plan and Trust to be known as Senior Management Plan (the "Plan") in the form of:

- The ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto). [906]

- The Plan and Trust provided by the Employer (executed copy attached hereto).

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.
X Yes ______ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:
Senior Management Plan

I. Employer: The City of Peachtree City [902]

II. The Effective Date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified: 10/1/99 (e.g., January 1, 2006 for the MPP 01/01/06 Plan)

III. Plan Year will mean:

( ) The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

(X) The twelve (12) consecutive month period commencing on 10/1/99 and each anniversary thereof.

IV. Normal Retirement Age shall be age 65 (not to exceed age 65). [288]

V. **ELIGIBILITY REQUIREMENTS:**

1. The following group or groups of Employees are eligible to participate in the Plan:

______ All Employees
______ All Full Time Employees
______ Salaried Employees
______ Non union Employees
______ Management Employees
______ Public Safety Employees
______ General Employees
__X__ Other (specify below)
Senior Managers

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____% of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding ____% of Earnings or $________);

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ____% of Earnings or $________).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed $_______ or ____% of Earnings, whichever is ___ more or ___ less.

2. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan.

   _____ Yes   __X__ No

3. Employer contributions shall be contributed to the Trust in accordance with the following payment schedule:

   Discretionary Employer Contributions

4. Participant contributions shall be contributed to the Trust in accordance with the following payment schedule:

   N/A

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

(a) Overtime

   ____ Yes   __X__ No

(b) Bonuses

   ____ Yes   __X__ No

(c) Other

____

____

VIII. The Employer will permit rollover contributions in accordance with Section 4.09 of the Plan.

   __X__ Yes   ____ No

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be ______________ (write N/A if an Employee is eligible to participate upon employment).

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows (choose all that apply):

( ) **Fixed Employer Contributions With Or Without Mandatory Participant Contributions.**

A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant ________% of Earnings or $________ for the Plan Year (subject to the limitations of Article V of the Plan). Mandatory Participant Contributions

___ are required
___ are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation. A Participant is required to contribute (subject to the limitations of Article V of the Plan)

(i) ________% of Earnings,
(ii) $________, or
(iii) a whole percentage of Earnings between the range of ______________ (insert range of percentages between 0% and 20% (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer

for the Plan Year as a condition of participation in the Plan. A Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory Participant Contributions.[1]

________ Yes ________ No [621]

( ) **Fixed Employer Match of Voluntary Participant Contributions.**

The Employer shall contribute on behalf of each Participant ___% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or $_____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

( ) **Variable Employer Match Of Voluntary Participant Contributions.**

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Sections 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (f) of the Plan will apply unless another method has been indicated below.

   ( ) Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

   ____

   ____

   ____

2. The limitation year is the following 12 consecutive month period: January - December

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator.

[234-239]

Years of Service Completed	Percent Vested
Zero	____ %
One	100 %
Two	____ %
Three	____ %
Four	____ %
Five	____ %
Six	____ %
Seven	____ %
Eight	____ %
Nine	____ %
Ten	____ %

XI. Loans are permitted under the Plan, as provided in Article XIII:

____ Yes X No [751]

XII. Age 70-1/2 in-service distributions are permitted under the Plan as provided in Section 9.08.

____ Yes X No [646:8]

XIII. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07.

____ Yes X No [646:7]

XIV. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

_____ A. Beneficiary Spousal Consent Election (Article XII). If selected, participants may elect any of the available distribution options without spousal consent. Upon death, the surviving spouse is the Beneficiary, unless he/she consented to the Participant's naming of another Beneficiary. [642:8]

_____ B. QJSA Election (Article XVII). If selected, the normal form of payment of benefits under the Plan is a qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his/her lifetime. [646:6]

_X_ C. Participant Directed Election. If selected, participants may elect any of the available distribution options without spousal consent. The Participant can name any person(s) as the Beneficiary(ies) of the Plan, without spousal consent.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of ____________________, 200________.

EMPLOYER	ICMA RETIREMENT CORPORATION 777 North Capitol St., NE Washington, DC 20002-4240 202-962-8096
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________
Attest: ____________________	Attest: ____________________

Vendor Questions

1. Of your proposed investments offerings, how many are proprietary investment offerings?

2. Describe the account team that would provide services for our plan. What are the roles and responsibilities of the individuals, including both the implementation team and the ongoing service team? How often would you have a representative available for on site meetings with individual employees?

3. How will you help Peachtree City maintain their legal compliance?

4. How will you monitor our fund lineup and suggest changes?

5. Briefly describe the administrative services you provide.

6. Describe your customization capabilities for participant level statements.

7. Please describe your organization's DC plan web functions and capabilities.

8. Describe what retirement education services you will provide.

9. What retirement planning services do you offer to individual participants? Are these provided at an additional expense? If so, is it at the plan or participant level?

10. How will you handle participants who retire?

11. Explain your conversion process.

12. Describe any elements of your DC package that you believe to be unique.

13. Does you have any withdrawal penalties not limited to CDSCs or Market Value adjustments?

ICMA
January 28, 2009

			Proposed Fee %	$	Returns 1 Yr	3 Yr	5 Yr
Stock Index	284,631	5.40%	0.54%	1,537	-37.38%	-8.86%	-2.73%
Large Cap Core	1,771,983	33.59%	1.11%	19,610	-46.64%	-9.73%	-3.33%
Large Cap Growth	1,243,919	23.58%	1.18%	14,720	-40.98%	-9.44%	-1.93%
Large Cap Value	101,231	1.92%	1.19%	1,201	-34.53%	-8.24%	-1.74%
Mid Cap	583,767	11.07%	1.39%	8,103	-35.06%	-11.37%	-1.90%
Small Cap	201,121	3.81%	1.45%	2,923	-31.34%	-8.30%	0.27%
International	316,882	6.01%	1.18%	3,723	-43.86%	-7.78%	1.21%
Bond	771,119	14.62%	0.76%	5,822	4.39%	5.15%	4.35%
Fixed	-	0.00%			-0.26%	-0.26%	-0.26%
Total	5,274,653				(1,850,318)	(391,481)	(65,714)
Total No Fixed	5,274,653		1.09%	57,639	(1,850,318)	(391,481)	(65,714)

Large Cap Core had numerous manager replacements in past 2 years.
Large Cap Growth had manager replacements in past 5 years
Mid Cap Had almost complete replacemet of managers
Small Cap is missing a value manager and had a few replacements

Mass Mutual
January 28, 2009

			Proposed Fee %	$	Returns 1 Yr	3 Yr	5 Yr
Stock Index	284,631	5.40%	0.65%	1,850	-37.44%	-8.99%	-2.89%
Large Cap Core	1,771,983	33.59%	1.28%	22,681	-30.51%	-5.72%	-1.32%
Large Cap Growth	1,243,919	23.58%	0.96%	11,942	-39.24%	-9.41%	-1.13%
Large Cap Value	101,231	1.92%	0.96%	972	4.32%	5.44%	4.67%
Mid Cap	583,767	11.07%	1.25%	7,297	-34.34%	-6.81%	1.17%
Small Cap	201,121	3.81%	1.30%	2,615	-31.12%	-3.41%	4.25%
International	316,882	6.01%	1.11%	3,517	-40.71%	-5.14%	4.21%
Bond	771,119	14.62%	0.96%	7,403	4.32%	5.44%	4.67%
Fixed	-	0.00%					
Total	5,274,653				(1,489,683)	(259,433)	23,785
Total No Fixed	5,274,653		1.10%	58,277	(1,489,683)	(259,433)	23,785

0

ICMA-RC

ICMA-RC
Building Retirement Security

The performance data quoted represents past performance. Past performance is no guarantee of future results. Investment returns and principal value will fluctuate, so that an investor's shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data illustrated. For performance data current to the most recent month end, contact ICMA-RC Services, LLC by calling 1-800-669-7400 or by writing to 777 North Capitol Street, NE, Washington, DC 20002-4240. Para asistencia en Español llame al 1-800-669-8216. Performance data current to the most recent quarter end is available by visiting www.icmarc.org.

Stable Value/Money Market Funds

Investment/*Benchmark*	Fund Code	Performance for period ending December 31, 2008: Month	Year to Date	Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception	Inception Date	†Gross Expense Ratio	†Net Expense Ratio
VantageTrust PLUS Fund (Annualized)	**71**	3.94%	4.36%	4.02%	4.36%	4.35%	4.18%	4.56%	5.53%	Jan 1991	0.75%	0.75%
U.S. 91-Day T-Bill (Annualized)		*0.06%*	*2.06%*	*0.89%*	*2.06%*	*3.96%*	*3.25%*	*3.46%*	—			
VantageTrust Cash Management Fund [i, ii]	**60**	0.06%	2.05%	0.37%	2.05%	3.57%	2.72%	2.83%	—	Feb 1989	0.96%	0.96%
U.S. 30-Day T-Bill		*0.09%*	*1.69%*	*0.20%*	*1.69%*	*3.71%*	*3.06%*	*3.23%*	—			
MFR Prime Retail [1]		*0.09%*	*2.14%*	*0.36%*	*2.14%*	*3.82%*	*2.99%*	*3.49%*	—			

Bond Funds

Investment/*Benchmark*	Fund Code	Performance for period ending December 31, 2008: Month	Year to Date	Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception	Inception Date	†Gross Expense Ratio	†Net Expense Ratio
VantageTrust Core Bond Index Fund, Class II [i, a]	**Y1**	3.35%	4.50%	4.07%	4.50%	4.90%	4.09%	—	5.27%	Apr 1999	0.54%	0.54%
Barclays Capital (formerly Lehman Bros.) Aggregate Bond Index [2]		*3.73%*	*5.24%*	*4.58%*	*5.24%*	*5.51%*	*4.65%*	*5.63%*	—			
VT PIMCO Total Return Fund, Class Administrative [v, a]	**I8**	3.80%	4.27%	4.82%	4.27%	5.39%	4.61%	—	5.29%	Jul 2002	[A,‡] 1.06%	—
Barclays Capital (formerly Lehman Bros.) Aggregate Bond Index [2]		*3.73%*	*5.24%*	*4.58%*	*5.24%*	*5.51%*	*4.65%*	*5.63%*	—			
Morningstar Intermediate Bond [3]		*3.36%*	*-4.70%*	*-0.61%*	*-4.70%*	*1.08%*	*1.81%*	*4.01%*	—			

Returns for periods greater than one year are annualized.

Bond Funds

Investment/*Benchmark*	Fund Code	Month	Year to Date	Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception	Inception Date	†Gross Expense Ratio	†Net Expense Ratio
		Performance for period ending December 31, 2008										
VantageTrust Inflation Protected Securities Fund [i, vi, a]	75	6.07%	-0.70%	-1.39%	-0.70%	3.80%	2.72%	3.83%	—	Jul 1992	0.98%	0.98%
Barclays Capital (formerly Lehman Bros.) U.S. TIPS Index [4]		*4.96%*	*-2.35%*	*-3.48%*	*-2.35%*	*3.06%*	*4.07%*	*6.79%*	—			
Morningstar Inflation-Protected Bond [3]		*5.62%*	*-4.08%*	*-3.79%*	*-4.08%*	*1.87%*	*3.14%*	*5.38%*	—			
VT PIMCO High Yield Fund, Class Administrative [v, a]	L2	7.28%	-24.07%	-13.15%	-24.07%	-5.18%	-0.69%	—	4.67%	Jul 2002	B,‡1.10%	—
ML US High Yield BB-B Rated Constrained Index [5]		*6.09%*	*-23.31%*	*-15.79%*	*-23.31%*	*-4.72%*	*-0.34%*	*2.40%*	—			
Morningstar High Yield Bond [3]		*4.49%*	*-26.41%*	*-18.48%*	*-26.41%*	*-6.59%*	*-1.84%*	*1.12%*	—			

Balanced/Asset Allocation Funds

Investment/*Benchmark*	Fund Code	Month	Year to Date	Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception	Inception Date	†Gross Expense Ratio	†Net Expense Ratio
		Performance for period ending December 31, 2008										
VantageTrust Milestone Retirement Income Fund [i, vii]	4F	2.87%	-14.03%	-7.12%	-14.03%	-0.85%	—	—	0.13%	Feb 2005	C1.35%	1.11%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Milestone Ret Income Custom Benchmark [8]		*2.31%*	*-9.42%*	*-4.48%*	*-9.42%*	*1.39%*	—	—	—			
Morningstar Target 2000-2014 [3]		*3.51%*	*-22.46%*	*-12.25%*	*-22.46%*	*-3.44%*	*0.44%*	*2.66%*	—			
VantageTrust Milestone 2010 Fund [i, vii]	CB	2.90%	-17.58%	-9.06%	-17.58%	-1.69%	—	—	-0.15%	Feb 2005	D1.30%	1.18%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Milestone 2010 Custom Benchmark [9]		*2.16%*	*-13.20%*	*-6.57%*	*-13.20%*	*0.51%*	—	—	—			
Morningstar Target 2000-2014 [3]		*3.51%*	*-22.46%*	*-12.25%*	*-22.46%*	*-3.44%*	*0.44%*	*2.66%*	—			

Returns for periods greater than one year are annualized.

Balanced/Asset Allocation Funds

Investment/*Benchmark*	Fund Code	Performance for period ending December 31, 2008								Inception Date	†Gross Expense Ratio	†Net Expense Ratio
		Month	Year to Date	Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception			
VantageTrust Milestone 2015 Fund [i, vii]	**CI**	3.03%	-23.74%	-12.67%	-23.74%	-3.52%	—	—	-1.28%	Feb 2005	[E]1.25%	1.21%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Milestone 2015 Custom Benchmark [10]		*1.88%*	*-19.85%*	*-10.68%*	*-19.85%*	*-1.62%*	—	—	—			
Morningstar Target 2015-2029 [3]		*3.94%*	*-30.27%*	*-16.44%*	*-30.27%*	*-6.36%*	*-1.01%*	*0.64%*	—			
VantageTrust Milestone 2020 Fund [i, vii]	**CK**	3.22%	-27.06%	-14.68%	-27.06%	-4.54%	—	—	-1.84%	Feb 2005	[F]1.29%	1.23%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*				
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Milestone 2020 Custom Benchmark [11]		*1.72%*	*-23.58%*	*-13.02%*	*-23.58%*	*-2.91%*	—	—	—			
Morningstar Target 2015-2029 [3]		*3.94%*	*-30.27%*	*-16.44%*	*-30.27%*	*-6.36%*	*-1.01%*	*0.64%*	—			
VantageTrust Milestone 2025 Fund [i, vii]	**CO**	3.41%	-30.08%	-16.53%	-30.08%	-5.67%	—	—	-2.44%	Feb 2005	[G]1.33%	1.25%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Milestone 2025 Custom Benchmark [12]		*1.57%*	*-26.79%*	*-15.07%*	*-26.79%*	*-4.10%*	—	—	—			
Morningstar Target 2015-2029 [3]		*3.94%*	*-30.27%*	*-16.44%*	*-30.27%*	*-6.36%*	*-1.01%*	*0.64%*	—			
VantageTrust Milestone 2030 Fund [i, vii]	**CS**	3.64%	-32.70%	-18.32%	-32.70%	-6.67%	—	—	-3.15%	Feb 2005	[H]1.35%	1.27%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Milestone 2030 Custom Benchmark [13]		*1.43%*	*-29.65%*	*-16.95%*	*-29.65%*	*-5.27%*	—	—	—			
Morningstar Target 2030+ [3]		*4.00%*	*-37.51%*	*-21.18%*	*-37.51%*	*-9.01%*	*-1.91%*	*-0.84%*	—			

Balanced/Asset Allocation Funds

Investment/*Benchmark*	Fund Code	Performance for period ending December 31, 2008 Month	Year to Date	Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception	Inception Date	†Gross Expense Ratio	†Net Expense Ratio
VantageTrust Milestone 2035 Fund [i, vii]	CV	3.87%	-35.12%	-20.02%	-35.12%	-7.60%	—	—	-3.82%	Feb 2005	[1]1.50%	1.29%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Milestone 2035 Custom Benchmark [14]		*1.31%*	*-32.13%*	*-18.59%*	*-32.13%*	*-6.30%*	—	—	—			
Morningstar Target 2030+ [3]		*4.00%*	*-37.51%*	*-21.18%*	*-37.51%*	*-9.01%*	*-1.91%*	*-0.84%*	—			
VantageTrust Milestone 2040 Fund [i, vii]	CY	4.07%	-36.33%	-20.92%	-36.33%	-8.12%	—	—	-4.29%	Feb 2005	[J]1.53%	1.29%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*				
MSCI EAFE Index [15]		*6.02%*	*-43.06%*	*-19.90%*	*-43.06%*	*-6.92%*	*2.10%*	*1.18%*	—			
Milestone 2040 Custom Benchmark [16]		*1.96%*	*-38.06%*	*-21.55%*	*-38.06%*	*-7.95%*	—	—	—			
Morningstar Target 2030+ [3]		*4.00%*	*-37.51%*	*-21.18%*	*-37.51%*	*-9.01%*	*-1.91%*	*-0.84%*	—			
VantageTrust Model Portfolio Savings Oriented Fund [i, vii]	81	2.67%	-11.90%	-5.96%	-11.90%	-0.21%	1.49%	2.86%	—	Feb 1995	1.18%	1.18%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Model Savings Oriented Custom Bmk. [17]		*2.40%*	*-7.15%*	*-3.16%*	*-7.15%*	*2.08%*	*2.90%*	*4.01%*	—			
Morningstar Conservative Allocation [3]		*3.20%*	*-18.61%*	*-9.89%*	*-18.61%*	*-2.49%*	*0.49%*	*1.86%*	—			
VantageTrust Model Portfolio Conservative Growth Fund [i, vii]	82	3.09%	-17.82%	-9.12%	-17.82%	-1.91%	0.88%	2.34%	—	Apr 1996	1.19%	1.19%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Model Conservative Growth Custom Bmk. [18]		*2.13%*	*-13.83%*	*-7.09%*	*-13.83%*	*0.02%*	*1.95%*	*3.03%*	—			
Morningstar Conservative Allocation [3]		*3.20%*	*-18.61%*	*-9.89%*	*-18.61%*	*-2.49%*	*0.49%*	*1.86%*	—			

Balanced/Asset Allocation Funds

Investment/*Benchmark*	Fund Code	Performance for period ending December 31, 2008 Month	Year to Date	Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception	Inception Date	†Gross Expense Ratio	†Net Expense Ratio
VantageTrust Model Portfolio Traditional Growth Fund [i, vii]	83	3.51%	-25.60%	-13.84%	-25.60%	-4.39%	-0.16%	1.61%	—	Apr 1996	1.27%	1.27%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Model Traditional Growth Custom Bmk. [19]		*1.77%*	*-22.17%*	*-12.19%*	*-22.17%*	*-2.76%*	*0.62%*	*1.64%*	—			
Morningstar Moderate Allocation [3]		*3.22%*	*-28.00%*	*-15.09%*	*-28.00%*	*-5.31%*	*-0.60%*	*1.19%*	—			
VantageTrust Model Portfolio Long-Term Growth Fund [i, vii]	84	3.95%	-31.19%	-17.37%	-31.19%	-6.06%	-0.70%	1.61%	—	Apr 1996	1.31%	1.31%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*				
Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index [7]		*2.84%*	*4.86%*	*3.58%*	*4.86%*	*5.48%*	*4.43%*	*5.54%*	—			
Model Long-Term Growth Custom Bmk. [20]		*1.51%*	*-28.01%*	*-15.92%*	*-28.01%*	*-4.60%*	*-0.16%*	*0.47%*	—			
Morningstar Large Blend [3]		*2.26%*	*-37.79%*	*-22.07%*	*-37.79%*	*-9.03%*	*-2.47%*	*-0.84%*	—			
VantageTrust Model Portfolio All-Equity Growth Fund [i, vii]	M5	4.47%	-40.05%	-23.68%	-40.05%	-9.72%	-2.63%	—	-3.62%	Oct 2000	1.41%	1.41%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
MSCI EAFE Index [15]		*6.02%*	*-43.06%*	*-19.90%*	*-43.06%*	*-6.92%*	*2.10%*	*1.18%*	—			
Model All-Equity Growth Custom Bmk. [21]		*2.06%*	*-38.18%*	*-21.51%*	*-38.18%*	*-8.02%*	*-1.47%*	—	—			
Morningstar Large Blend [3]		*2.26%*	*-37.79%*	*-22.07%*	*-37.79%*	*-9.03%*	*-2.47%*	*-0.84%*	—			
VantageTrust Asset Allocation Fund [i]	40	0.90%	-36.90%	-21.25%	-36.90%	-8.35%	-2.41%	-0.63%	—	Dec 1974	1.05%	1.05%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Barclays Capital (formerly Lehman Bros.) Long-Term Treasury Index [22]		*9.23%*	*24.03%*	*18.66%*	*24.03%*	*11.53%*	*9.73%*	*8.10%*	—			
U.S. 91-Day T-Bill		*0.00%*	*2.06%*	*0.22%*	*2.06%*	*3.96%*	*3.25%*	*3.46%*	—			
Asset Allocation Custom Benchmark [23]		*3.00%*	*-20.84%*	*-10.51%*	*-20.84%*	*-2.08%*	*1.54%*	*1.81%*	—			
Morningstar Moderate Allocation [3]		*3.22%*	*-28.00%*	*-15.09%*	*-28.00%*	*-5.31%*	*-0.60%*	*1.19%*	—			
VT Fidelity Puritan® Fund [v]	24	2.21%	-29.37%	-15.56%	-29.37%	-5.06%	-0.54%	1.68%	—	Jun 1995	‡0.90%	0.90%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar Moderate Allocation [3]		*3.22%*	*-28.00%*	*-15.09%*	*-28.00%*	*-5.31%*	*-0.60%*	*1.19%*	—			

U.S. Stock Funds

Investment/*Benchmark*	Fund Code	Performance for period ending December 31, 2008 Month	Year to Date	Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception	Inception Date	†Gross Expense Ratio	†Net Expense Ratio
VantageTrust Equity Income Fund [i]	**25**	3.77%	-39.38%	-25.17%	-39.38%	-9.45%	-2.17%	1.01%	—	Apr 1994	1.18%	1.18%
Russell 1000 Value Index [24]		*1.39%*	*-36.85%*	*-22.18%*	*-36.85%*	*-8.32%*	*-0.79%*	*1.36%*	—			
Morningstar Large Value [3]		*2.28%*	*-37.09%*	*-21.60%*	*-37.09%*	*-8.92%*	*-1.79%*	*0.90%*	—			
VT Lord Abbett Large Company Value Fund, Class A [v, viii]	**L1**	2.59%	-37.32%	-20.56%	-37.32%	-8.74%	-2.54%	—	-1.11%	Oct 2000	‡1.10%	1.10%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar Large Value [3]		*2.28%*	*-37.09%*	*-21.60%*	*-37.09%*	*-8.92%*	*-1.79%*	*0.90%*	—			
VT American Century® Value Fund, Class Investor [v, ix]	**39**	1.24%	-26.90%	-16.93%	-26.90%	-6.54%	-0.50%	3.65%	—	Sep 1997	‡1.29%	1.29%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar Large Value [3]		*2.28%*	*-37.09%*	*-21.60%*	*-37.09%*	*-8.92%*	*-1.79%*	*0.90%*	—			
VT Hotchkis and Wiley Large Cap Value Fund, Class I [v, x]	**K6**	3.19%	-46.95%	-24.58%	-46.95%	-18.75%	—	—	-12.41%	Dec 2004	‡1.29%	1.29%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar Large Value [3]		*2.28%*	*-37.09%*	*-21.60%*	*-37.09%*	*-8.92%*	*-1.79%*	*0.90%*	—			
VantageTrust 500 Stock Index Fund, Class II [i]	**Y3**	0.92%	-37.38%	-22.09%	-37.38%	-8.86%	-2.73%	—	-2.51%	Apr 1999	0.55%	0.55%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
VantageTrust Broad Market Index Fund, Class II [i]	**Y5**	1.72%	-37.16%	-22.80%	-37.16%	-8.69%	-2.05%	—	-1.53%	Apr 1999	0.54%	0.54%
DJ Wilshire 5000 Float Adjusted Index [25]		*1.73%*	*-37.23%*	*-22.85%*	*-37.23%*	*-8.44%*	*-1.69%*	*-0.64%*	—			
VantageTrust Growth and Income Fund [i]	**47**	2.15%	-38.37%	-21.96%	-38.37%	-9.73%	-3.33%	0.44%	—	Oct 1998	1.10%	1.10%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar Large Blend [3]		*2.26%*	*-37.79%*	*-22.07%*	*-37.79%*	*-9.03%*	*-2.47%*	*-0.84%*	—			
VT BlackRock Large Cap Core Retirement Fund, Class K [v]	**U4**	5.45%	—	-18.64%	—	—	—	—	-24.50%	Jul 2008	‡0.91%	0.91%
Russell 1000 Index [26]		*1.60%*	*-37.60%*	*-22.48%*	*-37.60%*	*-8.66%*	*-2.04%*	*-1.09%*	—			
Morningstar Large Blend [3]		*2.26%*	*-37.79%*	*-22.07%*	*-37.79%*	*-9.03%*	*-2.47%*	*-0.84%*	—			
VT Legg Mason Value Trust Fund, Class FI [v]	**9S**	7.24%	-54.90%	-28.94%	-54.90%	—	—	—	-24.78%	May 2006	‡1.32%	1.32%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar Large Blend [3]		*2.26%*	*-37.79%*	*-22.07%*	*-37.79%*	*-9.03%*	*-2.47%*	*-0.84%*	—			

Returns for periods greater than one year are annualized.

U.S. Stock Funds

Investment/*Benchmark*	Fund Code	Performance for period ending December 31, 2008: Month	Year to Date	Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception	Inception Date	†Gross Expense Ratio	†Net Expense Ratio
VantageTrust Growth Fund [i]	20	0.46%	-43.06%	-25.65%	-43.06%	-11.86%	-5.91%	-2.28%	—	Apr 1983	1.19%	1.19%
Russell 1000 Growth Index [27]		*1.81%*	*-38.44%*	*-22.79%*	*-38.44%*	*-9.11%*	*-3.42%*	*-4.27%*	—			
Morningstar Large Growth [3]		*2.13%*	*-40.67%*	*-23.31%*	*-40.67%*	*-10.28%*	*-3.37%*	*-2.46%*	—			
VT Calvert Social Investment Fund Equity Portfolio, Class A [v]	L9	-0.09%	-35.70%	-24.43%	-35.70%	-8.17%	-3.07%	—	1.42%	Jul 2002	‡1.50%	1.50%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar Large Growth [3]		*2.13%*	*-40.67%*	*-23.31%*	*-40.67%*	*-10.28%*	*-3.37%*	*-2.46%*	—			
VT T. Rowe Price® Growth Stock Fund, Class Advisor [v, xi]	5U	2.78%	-42.53%	-23.67%	-42.53%	-10.53%	—	—	-6.01%	Dec 2004	‡1.19%	1.19%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar Large Growth [3]		*2.13%*	*-40.67%*	*-23.31%*	*-40.67%*	*-10.28%*	*-3.37%*	*-2.46%*	—			
VT Fidelity Contrafund® [v]	33	1.61%	-37.35%	-20.48%	-37.35%	-5.94%	2.05%	2.52%	—	Jan 1996	‡1.18%	1.18%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar Large Growth [3]		*2.13%*	*-40.67%*	*-23.31%*	*-40.67%*	*-10.28%*	*-3.37%*	*-2.46%*	—			
VT Fidelity Magellan® Fund [v]	32	4.88%	-49.56%	-27.16%	-49.56%	-13.88%	-6.19%	-3.83%	—	Jan 1996	‡1.02%	1.02%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar Large Growth [3]		*2.13%*	*-40.67%*	*-23.31%*	*-40.67%*	*-10.28%*	*-3.37%*	*-2.46%*	—			
VantageTrust Select Value Fund [i, b]	2Z	8.52%	—	-23.66%	—	—	—	—	-28.70%	Apr 2008	1.40%	1.40%
Russell MidCap Value Index [28]		*4.87%*	*-38.44%*	*-27.19%*	*-38.44%*	*-9.98%*	*0.33%*	*4.44%*	—			
Morningstar Mid-Cap Value [3]		*4.81%*	*-36.77%*	*-24.01%*	*-36.77%*	*-9.93%*	*-1.07%*	*5.23%*	—			
VT Goldman Sachs Mid Cap Value Fund, Class A [v, b]	5X	2.67%	-36.93%	-23.85%	-36.93%	—	—	—	-11.30%	May 2006	‡1.45%	1.45%
Russell MidCap Value Index [28]		*4.87%*	*-38.44%*	*-27.19%*	*-38.44%*	*-9.98%*	*0.33%*	*4.44%*	—			
Morningstar Mid-Cap Value [3]		*4.81%*	*-36.77%*	*-24.01%*	*-36.77%*	*-9.93%*	*-1.07%*	*5.23%*	—			
VT Columbia Mid Cap Value Fund, Class Z [v, b]	9D	0.76%	—	-27.97%	—	—	—	—	-33.80%	Aug 2008	‡1.16%	1.16%
Russell MidCap Value Index [28]		*4.87%*	*-38.44%*	*-27.19%*	*-38.44%*	*-9.98%*	*0.33%*	*4.44%*	—			
Morningstar Mid-Cap Value [3]		*4.81%*	*-36.77%*	*-24.01%*	*-36.77%*	*-9.93%*	*-1.07%*	*5.23%*	—			
VantageTrust Mid/Small Company Index Fund, Class II [i, b]	Y4	4.67%	-38.64%	-26.42%	-38.64%	-9.56%	-0.96%	—	1.37%	Apr 1999	0.60%	0.60%
DJ Wilshire 4500 Float Adjusted Index [29]		*4.53%*	*-39.02%*	*-26.48%*	*-39.02%*	*-9.52%*	*-0.76%*	*1.65%*	—			

U.S. Stock Funds

Investment/*Benchmark*	Fund Code	Performance for period ending December 31, 2008 Month	Year to Date	Quarter	1 Year	3 Year	5 Year	10 Year	Since Inception	Inception Date	†Gross Expense Ratio	†Net Expense Ratio
VT Royce Premier Fund, Class Service [v, b]	**YN**	4.47%	-28.64%	-22.04%	-28.64%	—	—	—	-6.37%	May 2006	K,‡1.67%	1.63%
Russell 2000 Index [30]		*5.80%*	*-33.79%*	*-26.12%*	*-33.79%*	*-8.29%*	*-0.93%*	*3.02%*	—			
Morningstar Mid-Cap Blend [3]		*4.45%*	*-39.18%*	*-25.56%*	*-39.18%*	*-10.33%*	*-1.89%*	*2.92%*	—			
VantageTrust Aggressive Opportunities Fund [i, b]	**35**	4.73%	-41.47%	-26.18%	-41.47%	-11.37%	-1.90%	-0.16%	—	Oct 1994	1.32%	1.32%
Russell MidCap Growth Index [31]		*3.68%*	*-44.32%*	*-27.36%*	*-44.32%*	*-11.79%*	*-2.33%*	*-0.19%*	—			
Morningstar Mid-Cap Growth [3]		*2.87%*	*-43.77%*	*-26.47%*	*-43.77%*	*-10.92%*	*-2.44%*	*0.79%*	—			
VT Harbor Mid Cap Growth Fund, Class Administrative [v, b]	**WQ**	5.12%	—	-24.91%	—	—	—	—	-34.30%	Jul 2008	‡1.45%	1.45%
Russell MidCap Growth Index [31]		*3.68%*	*-44.32%*	*-27.36%*	*-44.32%*	*-11.79%*	*-2.33%*	*-0.19%*	—			
Morningstar Mid-Cap Growth [3]		*2.87%*	*-43.77%*	*-26.47%*	*-43.77%*	*-10.92%*	*-2.44%*	*0.79%*	—			
VT Rainier Small/Mid Cap Equity Fund [v, b]	**L7**	4.23%	-48.96%	-32.39%	-48.96%	-10.93%	—	—	-3.58%	Dec 2004	‡1.45%	1.45%
Russell 2500 Index [32]		*5.43%*	*-36.79%*	*-26.25%*	*-36.79%*	*-9.37%*	*-0.98%*	*4.08%*	—			
Morningstar Mid-Cap Growth [3]		*2.87%*	*-43.77%*	*-26.47%*	*-43.77%*	*-10.92%*	*-2.44%*	*0.79%*	—			
VantageTrust Discovery Fund [i, b]	**3Z**	7.02%	—	-27.07%	—	—	—	—	-32.90%	Apr 2008	1.37%	1.37%
Russell 2000 Index [30]		*5.80%*	*-33.79%*	*-26.12%*	*-33.79%*	*-8.29%*	*-0.93%*	*3.02%*	—			
Morningstar Small Blend [3]		*5.49%*	*-36.56%*	*-26.34%*	*-36.56%*	*-10.07%*	*-1.30%*	*4.39%*	—			
VT T. Rowe Price® Small Cap Value Fund, Class Advisor [v, xi, b]	**K3**	3.84%	-28.96%	-25.10%	-28.96%	-6.52%	2.04%	—	6.39%	Jul 2002	‡1.31%	1.31%
Russell 2000 Index [30]		*5.80%*	*-33.79%*	*-26.12%*	*-33.79%*	*-8.29%*	*-0.93%*	*3.02%*	—			
Morningstar Small Blend [3]		*5.49%*	*-36.56%*	*-26.34%*	*-36.56%*	*-10.07%*	*-1.30%*	*4.39%*	—			
VT T. Rowe Price® Small Cap Stock Fund, Class Advisor [v, xi, b]	**T5**	5.89%	-33.72%	-23.92%	-33.72%	-10.08%	-1.50%	—	1.51%	Oct 2000	‡1.41%	1.41%
Russell 2000 Index [30]		*5.80%*	*-33.79%*	*-26.12%*	*-33.79%*	*-8.29%*	*-0.93%*	*3.02%*	—			
Morningstar Small Blend [3]		*5.49%*	*-36.56%*	*-26.34%*	*-36.56%*	*-10.07%*	*-1.30%*	*4.39%*	—			
VT Royce Value Plus Fund, Class Service [v, b]	**2C**	4.61%	—	-29.05%	—	—	—	—	-36.50%	Jul 2008	‡1.69%	1.69%
Russell 2000 Index [30]		*5.80%*	*-33.79%*	*-26.12%*	*-33.79%*	*-8.29%*	*-0.93%*	*3.02%*	—			
Morningstar Small Growth [3]		*4.90%*	*-41.55%*	*-26.65%*	*-41.55%*	*-11.35%*	*-3.52%*	*1.51%*	—			
VT American Century® Real Estate Fund, Class Investor [v, ix, c]	**5A**	16.82%	-43.40%	-43.86%	-43.40%	-13.90%	—	—	-6.81%	Dec 2004	‡1.43%	1.43%
MSCI U.S. REIT Index [33]		*17.57%*	*-37.97%*	*-39.05%*	*-37.97%*	*-11.15%*	*0.67%*	*7.19%*	—			
Morningstar Specialty Real Estate [3]		*15.72%*	*-39.55%*	*-38.54%*	*-39.55%*	*-12.82%*	*-0.66%*	*6.76%*	—			

Returns for periods greater than one year are annualized.

International Stock Funds												
		Performance for period ending December 31, 2008										
Investment/*Benchmark*	**Fund Code**	**Month**	**Year to Date**	**Quarter**	**1 Year**	**3 Year**	**5 Year**	**10 Year**	**Since Inception**	**Inception Date**	**†Gross Expense Ratio**	**†Net Expense Ratio**
VT Third Avenue Value Fund [v, xii, xiii, d]	J8	4.68%	-45.75%	-23.84%	-45.75%	—	—	—	-16.41%	May 2006	‡1.37%	1.37%
S&P 500 Index [6]		*1.06%*	*-37.00%*	*-21.94%*	*-37.00%*	*-8.36%*	*-2.19%*	*-1.38%*	—			
Morningstar World Stock [3]		*4.90%*	*-41.91%*	*-21.88%*	*-41.91%*	*-8.35%*	*-0.29%*	*1.62%*	—			
VantageTrust Overseas Equity Index Fund, Class II [i, xiv, d]	Y2	7.59%	-42.11%	-19.85%	-42.11%	-7.24%	1.49%	—	0.13%	Apr 1999	0.73%	0.73%
MSCI EAFE Free Index [34]		*6.02%*	*-43.06%*	*-19.90%*	*-43.06%*	*-6.92%*	*2.10%*	*1.18%*	—			
VantageTrust International Fund [i, xiv, d]	45	7.68%	-42.22%	-19.30%	-42.22%	-7.84%	0.93%	0.70%	—	Oct 1994	1.40%	1.40%
MSCI EAFE Index [15]		*6.02%*	*-43.06%*	*-19.90%*	*-43.06%*	*-6.92%*	*2.10%*	*1.18%*	—			
Morningstar Foreign Large Blend [3]		*6.97%*	*-43.99%*	*-20.94%*	*-43.99%*	*-7.67%*	*1.21%*	*0.90%*	—			
VT Fidelity Diversified International Fund [v, d]	5G	8.14%	-45.36%	-23.39%	-45.36%	-8.25%	—	—	-1.77%	Dec 2004	‡1.22%	1.22%
MSCI EAFE Index [15]		*6.02%*	*-43.06%*	*-19.90%*	*-43.06%*	*-6.92%*	*2.10%*	*1.18%*	—			
Morningstar Foreign Large Growth [3]		*6.98%*	*-46.56%*	*-22.92%*	*-46.56%*	*-8.21%*	*0.61%*	*0.66%*	—			

Certificates of Deposit					
		Effective 12/01/2008 to 12/31/2008		Effective 11/01/2008 to 11/30/2008	
Investment	**Fund Code**	**Annual % Rate**	**Annual % Yield**	**Annual % Rate**	**Annual % Yield**
VantageTrust 1 Year Certificate of Deposit Account [iii, iv]	CM	1.44%	1.45%	2.05%	2.07%
VantageTrust 3 Year Certificate of Deposit Account [iii, iv]	CT	1.14%	1.15%	1.73%	1.74%
VantageTrust 5 Year Certificate of Deposit Account [iii, iv]	CW	1.64%	1.65%	2.28%	2.31%

Disclosures

Investments listed reflect the investments available at the time this report was created. Performance is for the period ending December 31, 2008. The investments available in the plan change over time and therefore may have been different on December 31, 2008.

Fund performance is available the 5th business day after the end of the month.

Benchmark performance is available the 10th business day after the end of the quarter.

Please consult both the current applicable prospectus and *MAKING SOUND INVESTMENT DECISIONS: A Retirement Investment Guide* carefully for a complete summary of all fees, expenses, charges, financial highlights, investment objectives, risks and performance information. Investing in mutual funds and other investment vehicles involves risk, including possible loss of the amount invested. Investors should consider the Fund's investment objectives, risks, charges and expenses before investing or sending money. The prospectus contains this and other information about the investment company. Please read the prospectus carefully before investing. All Vantagepoint Funds invested through 401 or 457 plans are held through VantageTrust. Vantagepoint Funds are distributed by ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC and member FINRA/SIPC. For a current prospectus, contact ICMA-RC Services, LLC.

To contact ICMA-RC Services, LLC, ICMA-RC, or any of its affiliates call 800-669-7400 (TDD: 800-669-7471) or write to 777 North Capitol Street, NE, Washington, DC 20002-4240. You may also visit us on the Web at www.icmarc.org. Para asistencia en Español llame al 800-669-8216.

A redemption fee may be assessed when you sell shares in a mutual fund. Regardless, all funds are monitored for frequent trading. Please refer to the Fund's prospectus for guidance on redemption fee and frequent trading terms. Also, refer to ICMA-RC's Frequent Trading Policy for more information.

ICMA-RC does not offer specific tax or legal advice. These presentations are offered for investment education purposes only and are not to be construed or relied upon as investment advice. It is recommended that individuals consult with their personal financial advisor prior to implementing any financial or tax strategy. Vantagepoint securities are distributed by ICMA-RC Services LLC, a wholly owned broker-dealer affiliate of ICMA-RC, member FINRA/SIPC. ICMA-RC, 777 North Capitol Street NE, Washington, DC 20002-4240. 1-800-669-7400. www.icmarc.org.

Additional Information on Fund Expenses and Waivers of Expenses

‡Information on the underlying Fund expense ratio is provided by Morningstar, Inc.® All rights reserved. The information contained herein; (1) is proprietary to Morningstar and/or its affiliates; (2) is not warranted to be accurate, complete or timely. Please consult the current fund prospectus or other appropriate document for additional information.

†Definitions of Expense Ratio Terms

Gross Expense Ratio — The annualized amount, expressed as a percentage of your total investment, that you will pay annually for the mutual fund's operating expenses and management fees before any waivers. This amount includes asset based administration fees if applicable.

Net Expense Ratio — The amount shown in the gross expense ratio less any expense waivers. The daily portion of this expense is deducted from the fund prior to the fund company's calculation of the daily price reported to the public. This amount includes asset based administration fees if applicable.

Expense Waiver Amount — The amount a mutual fund has agreed to waive in order to reduce or limit operating expenses for the fund. Fee waivers may not be available to fund shareholders in the future.

A. An expense waiver or discount of 0.06% exists for this fund. Please read the prospectus carefully for all information on the fees and expenses for this fund.

B. An expense waiver or discount of 0.01% exists for this fund. Please read the prospectus carefully for all information on the fees and expenses for this fund.

C. An expense waiver or discount of 0.24% for this fund. This reduction is contractual and will expire on April 30, 2009. Some waivers may be renewed or extended.

D. An expense waiver or discount of 0.12% for this fund. This reduction is contractual and will expire on April 30, 2009. Some waivers may be renewed or extended.

E. An expense waiver or discount of 0.04% for this fund. This reduction is contractual and will expire on April 30, 2009. Some waivers may be renewed or extended.

F. An expense waiver or discount of 0.06% for this fund. This reduction is contractual and will expire on April 30, 2009. Some waivers may be renewed or extended.

G. An expense waiver or discount of 0.08% for this fund. This reduction is contractual and will expire on April 30, 2009. Some waivers may be renewed or extended.

H. An expense waiver or discount of 0.08% for this fund. This reduction is contractual and will expire on April 30, 2009. Some waivers may be renewed or extended.

I. An expense waiver or discount of 0.21% for this fund. This reduction is contractual and will expire on April 30, 2009. Some waivers may be renewed or extended.

J. An expense waiver or discount of 0.24% for this fund. This reduction is contractual and will expire on April 30, 2009. Some waivers may be renewed or extended.

K. An expense waiver or discount of 0.04% for this fund. This reduction is contractual and will expire on December 31, 2008. Some waivers may be renewed or extended.

Risks Associated with Asset Classes

a. A rise/fall in the interest rates can have a significant impact on bond prices and the NAV (net asset value) of the fund. Funds that invest in bonds can lose their value as interest rates rise and an investor can lose principal.

b. Funds that invest in small and/or mid-sized company stocks typically involve greater risks, particularly in the short-term, than those investing in large, more established companies.

c. Funds that concentrate investments in one industry may involve greater risks than more diversified funds, including greater potential for volatility.

d. Foreign investments are subject to more risks not associated with domestic investments (i.e. currency, economy and political risks.)

Investment Specific Footnotes

i. This VantageTrust fund invests solely in the shares of a single designated Vantagepoint Fund.

ii. The Cash Management Fund is invested in a single registered mutual fund, the Vantagepoint Money Market Fund. Investments in the VantageTrust Cash Management Fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Vantagepoint Money Market Fund seeks to preserve the value of the fund at $1.00 per share, it is possible to lose money by investing in the Fund.

iii. ICMA-RC and/or an affiliate of ICMA-RC receives compensation for services rendered by ICMA-RC to plans and participants. This compensation is 0.60% per year and may be used for any of the following services:

- Advertising and marketing costs
- Additional distribution support
- Educational seminars and training
- Shareholder record-keeping and/or transfer agency services

Certificate of Deposit Accounts (CD Accounts) Annual Percentage Rates (APRs) and Annual Percentage Yields (APYs) are valid for the purchases made within the related open investment window and assume principal and interest remain in the account until maturity. Withdrawals and management fees may reduce earnings on the account. Please be advised, there may be associated penalties for withdrawing from a CD Account prior to the maturity date. Currently, no minimum opening deposit is required. For more information regarding CD Accounts, please contact Investor Services at 800-669-7400.

iv. **Please note:** Effective January 30, 2009, the current VantageTrust Certificate of Deposit Accounts (CD Accounts) program will be terminated. Existing investments in CD Accounts along with additional investments made in CD Accounts prior to the termination date will not be affected. However, contributions made to CD Accounts after the program termination date will not be accepted. Future contributions made to CD Accounts after the program termination date will be directed to the plan sponsor's designated CD Accounts maturity fund or to an alternative investment option selected by the investor. A new CD Accounts program is under development.

- Read Current VantageTrust Certificate of Deposit Accounts Program to End; New Program Under Development to find out more about the changes to the CD Accounts Program.

v. This VantageTrust fund invests solely in the shares of a single designated third-party mutual fund.

vi. Before May 1, 2007, the Inflation Protected Securities Fund was named the US Government Securities Fund and invested at least 80% of its assets in securities issued by the U.S. Treasury, U.S. Government agencies, and U.S. Government-sponsored enterprises, including mortgage-backed securities. This is no longer the case. Now the fund invests at least 80% of its net assets in inflation adjusted U.S. and non-U.S. debt securities. There is no assurance that the Fund will be able to achieve long-term investment results similar to those achieved prior to May 1, 2007.

vii. Please be advised that fees and expenses are applied by the Fund and by the underlying funds. Please consult the prospectus for details.

viii. Invests solely in the Lord Abbett Affiliated Fund. Investors who transfer assets out of this Fund must wait at least 31 days before transferring assets back into the same Funds. The policy affects transfers only. It does not affect regular contributions or disbursements.

ix. American Century® is a registered trademark of American Century Services Corporation.

x. Investors who transfer assets out of these Funds must wait at least 31 days before transferring assets back into the same Funds. The policy affects transfers only. It does not affect regular contributions or disbursements.

xi. T. Rowe Price® is a registered trademark of T. Rowe Price Group, Inc. - all rights reserved.

xii. On May 31, 2008, the Third Avenue Value Fund was recategorized as a World Stock Fund by Morningstar Inc.® (Morningstar) and placed in the International Stock asset class. Previously, Morningstar classified the fund as a U.S. Stock Fund. This change was made due to the Fund's increased investment in foreign equities during the past three years. Funds in Morningstar's World Stock category typically have 20% - 60% of their assets in U.S. equities and 40% - 80% in foreign equities.

xiii. Morningstar categorizes funds based on the fund's historical portfolio holdings. Placement in a particular Morningstar category does not mean that a fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, not its Morningstar category. ICMA-RC does not independently verify Morningstar data.

xiv. Investors who transfer assets out of these Funds must wait at least 91 days before transferring assets back into the same Funds. The policy affects transfers only. It does not affect regular contributions or disbursements.

Benchmark Footnotes

Indexes are not available for direct investment, are unmanaged, and do not reflect the costs of portfolio management or trading. A fund's portfolio may differ significantly from the securities held in the indexes.

1. iMoneyNet, Inc. is an independent provider of money market mutual fund information that publishes the Money Fund Report ("MFR") Averages. The MFR Prime Retail is an unmanaged group of money market funds with similar investment objectives and pricing structures. Performance figures represent the category average.
2. The Barclays Capital (formerly Lehman Bros.) Aggregate Bond Index, consists of all investment-grade U.S. fixed income securities.
3. The Morningstar Fund Category Average is an equal-weighted average of all funds per investment category identified by Morningstar, Inc.
4. The Barclays Capital (formerly Lehman Bros.) U.S. TIPS Index consists of all U.S. Treasury inflation protected securities rated investment grade or better, having at least one year to final maturity and at least $250 million par amount outstanding.
5. The Merrill Lynch U.S. High Yield BB-B Rated Constrained Index tracks the performance of BB- and B-rated fixed income securities, with total index allocation to an individual issuer limited to 2%.
6. The S&P 500 Index, consists of 500 companies representing larger capitalization stocks traded in the U.S.
7. The Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index is an unmanaged index comprised of U.S. government, mortgage, corporate and asset-backed securities with maturities of one to 10 years.
8. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.
9. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.
10. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

11. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

12. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

13. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

14. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

15. The MSCI EAFE Index, is a free float-adjusted market capitalization index that is designed to measure the equity market performance of developed markets, excluding the U.S. and Canada.

16. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the S&P 500 Index and the MSCI EAFE Index. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

17. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

18. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

19. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

20. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the Barclays Capital (formerly Lehman Bros.) Intermediate Aggregate Bond Index for the fixed income asset class and the S&P 500 Index for the equity asset class. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

21. The custom benchmark is composed of market indexes that reflect the general performance of the primary asset classes in which the Fund invests, in weighted percentages that correspond to the historical target allocation to those asset classes for the Fund. Those asset class benchmarks are the S&P 500 Index and the MSCI EAFE Index. Should the target allocations for the Fund between those asset classes change, the percentage allocations to the corresponding indexes will also change when calculating the custom benchmark.

22. The Barclays Capital (formerly Lehman Bros.) Long-Term Treasury Bond Index consists of all Treasury obligations with maturities of 10 years or greater.
23. The Vantagepoint Asset Allocation custom benchmark is comprised of 65% S&P 500 Index, 25% Barclays Capital (formerly Lehman Bros.) Long-Term Treasury Bond Index and 10% 91-Day Treasury Bills. The S&P 500 Index consists of 500 companies representing larger capitalization stocks traded in the U.S. The Barclays Capital (formerly Lehman Bros.) Long-Term Treasury Bond Index consists of all Treasury obligations with maturities of 10 years or greater.
24. The Russell 1000 Value Index, consists of a subset of the Russell 1000 Index that includes stocks with lower price-to-book ratios and lower forecasted growth values.
25. The Dow Jones Wilshire 5000 Composite Index consists of all common equity securities of companies domiciled in the U.S. for which daily pricing is available and reflects a float-adjusted methodology which adjusts an individual stock's market capitalization to account for shares that may be restricted or otherwise unavailable for purchase.
26. The Russell 1000 Index measures the performance of the large-cap segment of the U.S. equity universe. It is a subset of the Russell 3000 Index and includes approximately 1000 of the largest securities based on a combination of their market cap and current index membership. The Russell 1000 represents approximately 92% of the U.S. market.
27. The Russell 1000 Growth Index consists of a subset of the Russell 1000 Index that includes stocks with higher price-to-book ratios and higher forecasted growth values.
28. The Russell MidCap Value Index measures the performance of those Russell Midcap companies with lower price-to-book ratios and lower forecasted growth values.
29. The Dow Jones Wilshire 4500 Completion Index consists of all common equity securities of companies domiciled in the U.S. for which daily pricing is available less the 500 stocks in the S&P 500 Index and reflects a float-adjusted methodology which adjusts an individual stock's market capitalization to account for shares that may be restricted or otherwise unavailable for purchase.
30. Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe.
31. The Russell MidCap Growth Index is a subset of the Russell MidCap Index that includes companies with higher price-to-book ratios and higher forecasted growth values.
32. The Russell 2500 Index measures the performance of the 2,500 smallest companies in the Russell 3000 Index, which represents approximately 23% of the total market capitalization of the Russell 3000 Index.
33. The MSCI REIT Index reflects the aggregate common stock performance of REIT's (Real Estate Investment Trusts) that own, develop, and manage properties.
34. The MSCI EAFE Free Index, a free float adjusted market capitalization index that is designed to measure developed market equity performance excluding the U.S. and Canada.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

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

DATE: **February 24, 2009**

SUBJECT: **Rezoning request for 37.001-acre tract of land within Southpark International industrial park for residential use (GI to LUR).**
March 5, 2009 City Council Agenda

Recommendation:

Table this item until the March 19, 2009 City Council agenda.

Discussion:

Due to an error in public notification requirements, this item cannot be heard at the March 5 City Council meeting. To correct this situation, Staff re-advertised the legal ad, re-notified the adjoining property owners, and re-posted the public notice signs on the property. The Public Hearings have been tabled until the March 9 Planning Commission and the March 19 City Council meetings.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

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

DATE: **February 24, 2009**

SUBJECT: **Annexation and rezoning request from John Wieland Homes and Neighborhoods for a 379.594-acre tract of land within Wilksmoor Village.**
March 5, 2009 City Council Agenda

Recommendation:

Table this item until the March 19, 2009 City Council agenda.

Discussion:

Due to an error in public notification requirements, this item cannot be heard at the March 5 City Council meeting. To correct this situation, Staff re-advertised the legal ad, re-notified the adjoining property owners, and re-posted the public notice signs on the property. The Public Hearings have been tabled until the March 9 Planning Commission and the March 19 City Council meetings.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
VIA:	**City Manager**
FROM:	**City Planner/ Zoning Administrator**
DATE:	**February 24, 2009**
SUBJECT:	**Annexation and rezoning request from Brent West Village, LLC for a 403.093-acre tract of land within Wilksmoor Village.** *March 5, 2009 City Council Agenda*

Recommendation:

Table this item until the March 19, 2009 City Council agenda.

Discussion:

Due to an error in public notification requirements, this item cannot be heard at the March 5 City Council meeting. To correct this situation, Staff re-advertised the legal ad, re-notified the adjoining property owners, and re-posted the public notice signs on the property. The Public Hearings have been tabled until the March 9 Planning Commission and the March 19 City Council meetings.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **Mr. Bernard McMullen, City Manager**

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

DATE: **February 25, 2009**

SUBJECT: **Public Safety Vehicle Take Home Program**

Recommendation:

That City Council approves both Police and Fire Departments "Take Home Vehicle Programs."

Discussion:

The police department has a Take Home Vehicle Program that was established in 1997, which has not been expanded or updated in order to meet the needs of the department and the city. Presently, the program is available to Command Staff, Criminal Investigations Personnel, and officers that reside within city limits. This represents a total of 26 officers that are authorized to participate in the program as it is currently written.

The fire department has had a Take Home Vehicle Program since the hiring of its first paid Fire Chief. The program today is only available to Command Staff that live within the city limits or within a reasonable distance (10 miles) from the city limits and there is a requirement to respond to emergencies. This represents a total of 6 Officers that are authorized to participate as is currently written. If the new policy is approved this will increase to 7 officers.

The purpose of the Take Home Vehicle Program is as follows:

Police Department

- To promote the security of the citizens of the City of Peachtree City by greater visibility and presence of police vehicles on the streets, highways, and neighborhoods.
- To deter crime by limiting the opportunity for criminals to commit an act by the mere presence of more marked vehicles.
- To provide a more rapid and direct response of off-duty personnel when called to duty because of an emergency situation.
- To provide quicker response times to certain types of emergency calls and increase the opportunity to apprehend criminals.
- To reduce vehicle maintenance costs. .

- To provide increased incentive and morale for officers participating in the program. This is an additional incentive for recruiting and retaining officers with the Peachtree City Police Department through the maintenance of this "Take Home Vehicle Program".

- To maintain vehicles in optimum operating condition through preventative maintenance and personal accountability to an assigned officer

During the time that we were in the temporary police facility, all officers were authorized to take their vehicles home if they lived within 30 miles of the city. This was authorized due to the fact that the temporary police facility did not have adequate or secure parking. While in the temporary facility we had the opportunity to fully utilize the Take Home Vehicle Program. We were able to observe first hand the benefits of the program to the officers, department, and the community. Here are just a few examples of how beneficial this program has been;

- There was a Robbery in Progress at the tire store on Highway 54, the previous shift was on their way home and when they heard the call go out they responded along with the on duty shift.

- While driving home Sgt. Myers was monitoring his police radio and heard the on-duty shift receive a call of three suspicious males on a golf cart in the area of Braelinn Village that were possibly involved with a theft. There were no units north of the location available to respond, and he knew that the suspects would likely be traveling north on the path behind Braelinn Village if they were to leave the area of the complaint. Since he was in a patrol vehicle he decided to assist and was able to locate the suspects on the golf cart path just before they made it to McIntosh Trail. This led to all three suspects being arrested on a variety of charges, and one suspect was found to be in possession of a T-mobile SIM card - similar to the ones taken in a recent burglary.

- Sgt. Myers was driving home from work in his patrol vehicle and noted that the evening shift was extremely busy and actively holding calls. He heard dispatch advise the on-duty supervisor of an intrusion alarm at the Regions Bank on Crosstown Dr., but they had no choice but to hold the call for an available unit. He was nearby, so responded to the potentially serious call to determine an appropriate course of action. He cleared the call himself and eliminated the need for additional evening shift units.

- Shortly afterward, dispatch aired a Fight- In- Progress at the intersection of Hwy 54 and Planterra Way. There were several other serious calls being worked by the on-duty officers, and the only officer able to break away was Lt. Brown, who was down on the south end of the city. Sgt. Myers again utilized his emergency equipment and responded to the scene within a couple of minutes in order to break up the fight and to deescalate a very volatile situation. The call was turned over to evening shift as soon as an officer became available.

- December 5, 2008, Officer Pierson was the shift's early car and was scheduled for duty from 0630 - 1830 hrs. At approximately 1825 hrs, a domestic dispute was dispatched in Wynnmeade involving a subject with a firearm. Due to the heavy traffic on Hwy 54 (construction) responding units had delayed responses. Officer Pierson and Lt. Jenkins were both at the PD. Instead of going home at the end of his shift, Officer Pierson responded to the call with Lt. Jenkins and assisted in establishing a perimeter around the residence. The area was secured until the rest of the responding units were able to arrive on scene.

- On one occasion in late winter, officers on the previous shift were involved in a missing child case in Wynnmeade. While Lt. Jenkins was en route to the PD to start his shift, he overheard the call and he was able to report directly to the scene and assist.

- The Police Department's Special Response Team (SRT) has been authorized to carry all of their equipment in their assigned take home vehicle. This enables this specialized until to respond quickly to any emergency scene or incident.

- The Police Department's Criminal Investigations Division is routinely called-in after hours for the purpose of investigating crime scenes, interviewing witnesses, and processing physical evidence. Participation in the take home vehicle program enables our CID Investigators to respond directly to the scene, in vehicles that are maintained and holds all of the necessary equipment. These same circumstances apply to our Community Response Team members, who are often called-in for serious collision or fatality investigations.

The above examples do not include the numerous other times that officers must respond directly to Municipal, State, and Superior City Court, Administrative License Suspension Hearings, and off-duty details. Additionally, all officers are able to take appropriate police actions on their way to and from work should the need arise.

Fire Department

- Officers that serve as one of the Fire Department's "Senior Duty Officer" have been issued a take home vehicle to facilitate a quick and timely response to emergent situations in the city requiring a Senior Officer. Every senior staff officer pulls one week duty (24/7) every month.

- The Fire Marshal and the Assistant Fire Marshal are issued a take home vehicle to facilitate a timely response to fire scenes and other emergent situations requiring their expertise. This includes Fire Investigation such as "cause and arson." They must also serve as "On-Duty Fire Investigator" on at least a weekly basis every other week.

- The Training Captain is issued a take home vehicle due to the variety of times that training classes and courses are scheduled. Training classes are conducted at night, weekends, and at other locations. He/she may also serve as "Senior Duty Officer" when required.

- All of the Officers also serve as an Incident Safety Officer or other positions within the ICS as required depending on size of emergency scene. Due to size of Department, all the senior officers are called upon to immediately respond to large or multiple emergency scenes to assume "leadership" roles within the command structure.

- Most of the senior officers function on the Specialty Teams which include Haz-Mat, Water/Dive Rescue, and EMS Bike Teams.

- To provide a more rapid and direct response of all staff officers when called to duty because of a disaster (man-made or natural). This includes activation of EOC and manning of the EOC in a timely manner.

- To provide increased incentive and morale for senior officers participating in the program. This is an additional incentive for recruiting and retaining senior officers within the Peachtree City Fire Department. It is an incentive for a potential senior officer to move from 24 hours on-duty and 48 hours off-duty to 40 hour weeks. Most officers who move from line duty to staff duty must give up a second job with little or no increase in pay.

- To maintain vehicles in optimum operating condition through preventative maintenance and personal accountability to an assigned officer. Assigned vehicles usually are maintained better.

The Fire Department program has been in place many years. Every week it is used by senior officers responding from home at night and on the weekends to emergency scenes. It provides more available personnel at fire scenes. It helps make the scenes safer and more efficient by supplying required personnel and leadership.

Unfortunately, Senior Officers including EMS Officers are sometimes needed when there is a vehicle accident involving Department Vehicles, a traumatic injury or death at an emergency scene, or an injury of department personnel.

The EMS Officer has responded when one of our personnel was "exposed" to potentially deadly situations. He has responded when incidents have occurred requiring the Medical Director to get involved with the hospital.

The EOC is manned quicker and is ready to address the city needs in a more efficient manner. This is has occurred several times during weather related incidents.

The Training Division is not an 8A.M. to 5P.M. Monday thru Friday function. The Training Officers on a weekly basis are at the training facility on the weekends, or at night, or at other facilities. The Asst. Chief Training/Special Operations responds to all calls involving specialty teams.

The Department's Fire Marshal Division is routinely called-in after hours for the purpose of investigating fire scenes, interviewing witnesses, and processing physical evidence. Participation in the take home vehicle program enables our Arson Investigators to respond directly to the scene, in vehicles that are maintained and holds all of the necessary equipment.

<u>Number of Officer Taking Vehicles Home</u>

One Way Mileage	Police Department	Fire Department
Residing within the City	16	2
Residing 5 – 10 miles	24	4
Residing 10.1 - 20 miles	20	0
Residing 20.1 – 30 miles	2 (20.1 miles and 25.9 miles)	1 (24 miles)

Budget Impact:

In the Police Department's budget this would offset vehicle expenses in the general fund for approximately $25,800 and $2,860 in the Fire Department's budget.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council Members**

VIA: **Paul J. Salvatore, Financial Services Director** P.S.
Brenda Rogers, Human Resources Manager BR
Bernard J. McMullen, City Manager

From: **Tom Corbett, Director of Public Services**

DATE: **February 25, 2009**

SUBJECT: **Establishment of Two New Personnel Positions**
March 5, 2009 Council Agenda

Recommendation:

Staff recommends that City Council establish two new positions within the Public Services Division: **Contracts/Outsourcing Manager** (full-time) and **Recycling Center Attendant** (part-time).

Discussion:

With the elimination of all current staffing for Landscaping and Right-of-Way maintenance, and the impending outsourcing of the functions previously performed by these crews, the Public Services Division will require the services of two new positions in order to carry out current obligations and assure the proper and timely performance of contractors:

- The Contracts/Outsourcing Manager (Pay Grade 276) will oversee the Landscaping and Right-of-Way contracts with private operators, and essentially make sure that the work previously done by nineteen employees will in fact be accomplished by the contractors. The primary task will be to insure contract compliance and quality control, in a timely and professional manner.

- The Recycling Center Attendant (Pay Grade 271) will open and close the recycling Center on Rockaway Road, two days per week, attend to the needs and questions of customers, keep accurate usage records, and relate any problems to management.

Both position descriptions were processed through The Mercer Group for factoring, and were placed by Mercer in the appropriate pay grades.

Budget Impact:

Funds are available in the 2009 Public Services Division operating budget for both positions. The funding will be derived from unspent salary & benefit funds for recently-eliminated positions, and has been accounted for in savings projections based on outsourcing.

Attachment(s)

CONTRACTS/OUTSOURCING MANAGER
JOB DESCRIPTION

Position: Contracts/Outsourcing Manager
Division: Public Services
Reports to: Public Works Superintendent
Overview: This position manages the service contracts with the City's private providers of landscaping and right-of-way maintenance services.

FACTOR 1: Education & Directly Applicable Experience

High School diploma and seven to ten years directly related experience or

Two years of college or Associate's Degree and two to less than five years directly related experience or

A Bachelor's Degree and less than two years directly related experience.

FACTOR 2: Supervisory Controls

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

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

FACTOR 3: Supervision Exercised

This position supervises no other positions.

FACTOR 4: Guidelines

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

FACTOR 5: Complexity

Decisions regarding what needs to be done include major areas of uncertainty in approach, methodology, or interpretation and evaluation processes resulting from such elements as continuing changes in program, technological developments, or conflicting requirements. The work requires originating new techniques, establishing criteria, or developing new information.

FACTOR 6: Scope and Effect

The work product or service affects a wide range of organizational activities.

FACTOR 7: Personal Contacts

The majority of personal contacts are with individuals or groups from outside the organization in a moderately unstructured setting or involve attempts to enforce ordinances, regulations, or rules where conflict or diverse interpretations may result.

FACTOR 8: Purpose of Contacts

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

FACTOR 9: Physical Demands

The work requires some strenuous physical exertion such as walking over rough or difficult terrain; recurring standing, stooping, climbing, or walking, recurring lifting of moderately heavy items weighing between 25 and 75 pounds and may require the occasional lifting of objects weighing in excess of 75 pounds. The work may require specific physical

	characteristics and abilities such as heightened strength, mobility, dexterity, and full range of motion.
FACTOR 10: Work Environment	
	The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, subject to possible attack, or similar situations
PAY GRADE: 276	
FLSA STATUS:NON-EXEMPT	

CONTRACTS/OUTSOURCING MANAGER – ESSENTIAL DUTIES

▪ **Meet frequently with landscape and right-of-way contractors to review work schedules, progress, problems, quality control.**
▪ **Review contractor operations in the field to assess safety procedures, interactions with public, ability to complete contract requirements.**
▪ **Report contract progress to Superintendent and record details accordingly in written reports as needed.**
▪ **Suggest policy and procedure changes as needed.**
▪ **Handle complaints from public regarding work of the contractor.** ▪ **Review and approve contractor billings.** ▪ **Other duties as required.**

RECYCLING CENTER ATTENDANT
JOB DESCRIPTION

Position: Recycling Center Attendant (Part-Time)
Division: Public Services
Reports to: Superintendent of Public Works
Overview: This position operates the Recycling Center 1.5 days per week.

FACTOR 1: Education & Directly Applicable Experience

High School diploma and 3 to 5 years of appropriate experience. Knowledge of a body of standardized rules, procedures, or operations requiring considerable training and experience to perform the full range of standard assignments and resolve problems.

FACTOR 2: Supervisory Controls

The supervisor makes assignments by defining objectives, priorities, and deadlines, and assists the employee with unusual situations which do not have a precedent. The employee plans and carries out the successive steps and handles problems and deviations in the work assignment in accordance with instructions, policies, previous training, or accepted practices on the job.

FACTOR 3: Supervision Given

This position does not supervise any other positions.

FACTOR 4: Guidelines

Procedures for doing the work have been established and a number of specific guidelines are available. The employee uses judgment in locating and selecting the most appropriate guidelines, references and procedures for application and may make minor deviations to adapt the guidelines in specific cases or determine which of several established alternatives to use.

FACTOR 5: Complexity

The work consists of various duties that involve different and unrelated steps, processes, or methods. The decisions regarding what needs to be done depends upon the analysis of the subject, phase, or issues involved in each assignment, and the chosen course of action may have to be selected from many alternatives.

FACTOR 6: Scope and Effect	
	The work involves treating a variety of conventional problems, questions, or situations in conformance with established criteria. The work product affects the operation of systems, programs, and equipment, and/or the social, physical, or economic well-being of persons.
FACTOR 7: Personal Contacts	
	The majority of personal contacts are with members of the general public, in a moderately structured setting. Typical of contacts at this level are those with persons seeking information about services.
FACTOR 8: Purpose of Contacts	
	The purpose is to plan, coordinate, or advise on work efforts or to resolve operating problems by influencing or motivating individuals working toward mutual goals who have basically cooperative attitudes.
FACTOR 9: Physical Demands	
	The work requires non-strenuous physical exertion may require specific but common physical characteristics and abilities such as mobility, dexterity, and full range of motion.
FACTOR 10: Work Environment	
	The work involves occasional moderate risks or discomforts which require special safety precautions, such as working around moving parts or machines or wind-driven dust or debris. Employee may be required to use protective clothing or equipment such as masks, goggles, or gloves.
PAY GRADE: 271	
FLSA STATUS: NON-EXEMPT	

MAINTENANCE TECHNICIAN I-RIGHT OF WAY– ESSENTIAL DUTIES

▪ **Open and close the recycling Center on the authorized days of operation.**
▪ **Check ID's to make sure customers are City residents.**
▪ **Answer customer questions.**
▪ **Make sure customers do not leave acceptable non-recyclable items at Recycling Center.**
▪ **Keep appropriate customer records.**
▪ **Report problems or needs to management.**
▪ **Other duties, as required.**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**City Council and Mayor**
VIA:	**Bernard McMullen, City Manager**
FROM:	**H.C. "Skip" Clark II, Chief of Police**
DATE:	**February 23, 2009**
SUBJECT:	**Mutual Aid Agreement – Fairburn Police Department**

Recommendation:

Staff recommends that the Mutual Aid Agreement between Fairburn Police Department and the Peachtree City Police Department be approved.

Discussion:

The Fairburn Police Department has requested that the Peachtree City Police Department enter into a Mutual Aid Agreement. By entering into this agreement this will ensure that if the Fairburn Police Department were to call upon assistance by the Peachtree City Police Department they will be familiar with our requirements for mutual aid and available resources. Accordingly, the police department is requesting approval from the Mayor and City Council to enter into the attached mutual aid agreement (Mayor's signature required). Although written agreements are not required by law, they do provide guidelines and special provisions in the event that the Peachtree City Police Department has to call upon another agency for assistance. This agreement also allows both agencies to better understand what is expected when requesting assistance, the resources available from one jurisdiction to the other, and what is needed by the requesting City and/or law enforcement agency.

Budget Impact:

There is no budget impact concerning this agreement.

MUTUAL ASSISTANCE AGREEMENT 60-1-1

Between PEACHTREE CITY POLICE and the Fairburn Police Department.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments further state that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing it's public safety function as mandated by law. It is understood that the assisting agency will provide only that manpower and equipment which can be reasonably loaned without endangering it's own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department, shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.

2. The Chief Executive Officer or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

   Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.

4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _______________, _______, shall alert other jurisdictions of the need to stand-by for possible assistance.

5. The requests for assistance shall include the following:

   a. The name and position of the official making the request.

   b. The nature of the emergency or public occurrence, and location.

   c. The number of personnel requested, and whether specialized personnel are essential to the assistance.

   d. The type of equipment needed for assistance.

   e. The name and rank of the officer to which the assisting personnel shall report.

6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

<u>Deployment of Assisting Personnel</u>

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of their command.

2. Assisting personnel shall be deployed as supporting units whenever possible.

3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction shall not be recognized.

4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.

5. The requesting agency, shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.

6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting

agency and salary expenses shall be borne by the employee's own department as is reasonable.

7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.

2. Specialized units, which are trained for hostage, or barricaded situations are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

(A) At the time of this signing, the Peachtree City Police Department has at its disposal 64sworn personnel, 56 marked patrol vehicle(s), 16 unmarked police vehicle(s), 1 SWAT Team(s), 3 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 3 four wheel drive all-terrain vehicle(s), and 0 Canine Officer(s).

(B) At the time of this signing, the Fairburn Police Department has at its disposal 37 sworn personnel, 30 marked patrol vehicle(s), 10 unmarked patrol vehicle(s), 0 SWAT Team(s), 1 Hostage Negotiator(s), 0 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary winged aircraft, 0 motor boat(s), 0 four wheel drive all-terrain vehicle(s), and 0 Canine Officer(s).

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Signed, sealed and
delivered as to agency,

FAIRBURN POLICE DEPARTMENT

By: James A McCarthy
JAMES "CHIP" McCARTHY

Title: Chief of Police

DATE: 12-10-2008

CITY OF FAIRBURN

By: Betty Hannah
BETTY HANNAH

Title: Mayor

DATE: 12/12/08

Signed, sealed and
delivered as to agency,

PEACHTREE CITY POLICE
DEPARTMENT

By: ____________________
H.C. "SKIP" CLARK, II

Title: Chief of Police

DATE: __________

CITY OF PEACHTREE CITY

By: ____________________
HAROLD LOGSDON

Title: Mayor

DATE: __________

City Council of Peachtree City
REVISED AGENDA
March 5, 2009
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Proclamation for Optimist Club – Youth Appreciation Week
Proclamation for DeMolay Week 2009
Proclamation for Peachtree City Little League Week 2009
Recognize Ed Eiswerth for 15 Years of Service
Recognize Employee of the Month – Tony Whitley
Proclamation from Governor Perdue - 50th Anniversary of PTC

IV. Public Comment

V. Agenda Changes

VI. Minutes
February 5, 2009, Regular Meeting Minutes
February 19, 2009, Regular Meeting Minutes

VII. Monthly Reports

VIII. Consent Agenda
1. Consider Bids for Crown Vics and Chevy Tahoes for Police Department
2. Consider Appointment to Planning Commission – Lynda Wojcik
3. Consider Appointment to Development Authority of Peachtree City – Grey Durham

IX. Old Agenda Items
02-09-10 Consider 401/457 Investment Management & Account Administration

X. New Agenda Items
03-09-01 Public Hearing – Consider Rezoning, 37.001 acres, GI to LUR, Southpark International Industrial Park (To be continued due to notification issues)
03-09-02 Public Hearing – Consider annexation and rezoning of 379.594 acres within Wilksmoor Village to accommodate a 475-lot single-family detached subdivision. The Applicant is John Wieland Homes and Neighborhoods (*Note – this is a reaffirmation of the annexation and zoning approved by City Council on May 3, 2007)* (To be continued due to notification issues)
03-09-03 Public Hearing – Consider annexation and rezoning of 400.306 acres within Wilksmoor Village to accommodate a 650-lot age-restricted subdivision, to include both attached and detached single-family residential units. The Applicant is Scarbrough & Rolader Development, LLC (*Note – this is a reaffirmation of the annexation and zoning approved by City Council on May 3, 2007.* (To be continued due to notification issues)
03-09-04 Consider Changes to Public Safety Vehicle Take Home Policy
03-09-05 Consider Positions – Part-time Recycling Center Attendant & Full-time Contract/Outsourcing Manager
03-09-06 Consider Mutual Aid Agreement with Fairburn
03-09-07 Consider Agreement with KPTCB for Recycle Collection Stations
03-09-08 Consider Endorsement of Community Choices Application for Implementation Assistance (Quality Growth Audit)

XI. Council/Staff Topics

XII. Executive Session

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

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

DATE: **March 4, 2009**

SUBJECT: **Consider Agreement with Keep Peachtree City Beautiful (KPTCB) for operation of Recycling at Public Works facility and Rockaway Road Recycling Center**

March 5, 2009 City Council Agenda

Recommendation:

That Council approve and authorize the City Manager to sign the attached agreement with KPTCB.

Discussion:

Currently City staff has been hauling recycling material from the Public Works recycling location and other vendors have been placing bins for recycling materials at the Rockaway Road site. The estimated cost of hauling the materials by Public Works is $24,000 per year in labor and vehicle costs. KPTCB has negotiated an agreement with Jennings Trash Can Removal Company to place bins at both locations and haul the recycling materials away at no cost. Additionally, when the recycling industry recovers, Jennings has agreed to split the revenue from the recycled material with KPTCB. City staff will continue to staff the Rockaway Road location with a part-time position and pay for mulching operations at this site.

Budget Impact:

This will reduce the costs of providing recycling at both locations from approximately $24,000 per year to $1,000 per year.

STATE OF GEORGIA
FAYETTE COUNTY

AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____________, 2009, between KEEP PEACHTREE CITY BEAUTIFUL, INC., a nonprofit corporation organized under the laws of the State of Georgia, hereinafter referred to as "KPTCB" and the CITY OF PEACHTREE CITY, GEORGIA, hereinafter referred to as "City".

WITNESSETH

WHEREAS, KPTCB is a Peachtree City and Fayette County based nonprofit corporation which provides the City with litter prevention, waste reduction and beautification services; and

WHEREAS, KPTCB wishes to further enhance the services it provides to the City by operating the City's Recycling Center located at Georgia Highway 74 South and Rockaway Road and the recycling collection area located at 209 McIntosh Trail, Peachtree City, Georgia (hereinafter collectively referred to as the "Recycling Centers"); and

WHEREAS, the City is seeking a person or entity to operate the City's Recycling Centers as a result of recent budget issues.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be obtained by each of the parties, it is hereby agreed as follows:

1.
PREMISES

1.1 City does hereby rent and lease to KPTCB property and facilities thereon designated as the Recycling Centers (hereinafter referred to collectively as "Premises"). With respect to the property located at 209 McIntosh Trail, KPTCB recognizes that only that portion of the property on which recycling bins are located are to be used in furtherance of this Agreement, and that the remaining portion of said property is to be used by the City in connection with the operation of the City's Public Works Department.

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

1.3 With respect to the recycling center located at Georgia Highway 74 South and Rockaway Road, the City will continue to contract with a third party for the disposal and mulching of yard waste/debris.

2.
TERM/RENEWAL TERMS

2.1 The Initial Term of this Agreement shall be as of the effective date of this Agreement (the "Commencement Date") and ending on the 31st day of December, 2009.

2.2 Pursuant to O.C.G.A. §36-60-13(a)(2), the term of this Agreement shall automatically renew for five (5) additional one-year terms (the Renewal Term(s)"), annually, unless notice of non-renewal is sent to the KPTCB from the City, as appropriate. Notices of non-renewal shall be sent no later than sixty (60) days prior to the end of the then-current term (initial or renewal term).

3.
FUNDING

3.1 The Premises will be leased by the City to KPTCB for no charge. Rather, such Premises are being leased to KPTCB in exchange for the services provided by KPTCB to the City and residents of the City and Fayette County. City shall pay the sum of $1,000.00 to KPTCB for each term of this Agreement in exchange for the services provided by KPTCB to the City.

3.2 Any user fees generated from the Premises, including but not limited to any fees paid to KPTCB for the recycling materials collected at the Premises, shall be retained by KPTCB and shall only by utilized by KPTCB to operate and maintain the Premises and in furtherance of the corporate purposes of KPTCB within the City of Peachtree City, Georgia.

4.
USES OF PREMISES

4.1 Premises shall be used for the collection and disposal of recycling materials, as well as all other purposes that City approves in writing. Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance, or increase the rate of insurance, on premises.

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

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

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

5.
CARE OF PREMISES

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

6.
REPAIRS/MAINTENANCE/IMPROVEMENTS

6.1 KPTCB shall make all necessary repairs to the Premises and any structure(s) located thereon. KPTCB shall be liable for and shall indemnify and hold City harmless with respect to damage or injury to the leased Premises, or the person or property of the KPTCB, or the person or property of KPTCB other sub-contractors or anyone in its control or hire. City shall not be responsible to KPTCB for any loss of property from the Premises hereby leased, however occurring or for any damages therefore, except if caused by City's sole negligence or willful misconduct.

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

7.
INSURANCE

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

8.
CITY ACCESS

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

9.
DEFAULT/REMEDIES

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

9.1.1 Any petition is filed by or against KPTCB under any section or chapter of the United States Bankruptcy Act as amended; provided that if an involuntary petition in bankruptcy is filed against KPTCB, KPTCB shall have thirty (30) days within which to have the petition dismissed.

9.1.2 KPTCB shall become insolvent or make a transfer in fraud of creditors;

9.1.3 KPTCB shall make an assignment for benefit of creditors;

9.1.4 A permanent receiver is appointed for a substantial part of the assets of KPTCB;

9.1.5 The leasehold interest is levied on under execution;

9.1.6 The KPTCB shall fail to comply with any material term, provision, condition, or covenant of this Lease (excluding 9.1.1 through 9.1.5 above), or comply with any of City's Rules and Regulations now or later established for the government of this building, and shall not cure such failure within ten (10) days after written notice to the KPTCB of such failure to comply;

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

9.3 If KPTCB remains in possession of the Premises after the termination or expiration of this Lease and without the execution of a new Lease, KPTCB shall be deemed to be occupying the Premises as a tenant at sufferance and shall be subject to all the covenants and provisions of this Lease insofar as the same are applicable to a KPTCB at sufferance and in no event shall there be any renewal of this Lease by operation of law.

9.4 At termination of this Lease, KPTCB shall surrender Premises and keys thereof of City in same condition as at commencement of term, reasonable natural wear and tear only expected.

10.
ASSIGNMENT/SUBLEASE

KPTCB shall not, without the City's prior written consent: (i) mortgage, pledge, encumber, assign, convey, or transfer (whether voluntarily, by operation of law, or otherwise) all or any interest in this Lease of the Premises; (ii) allow any lien to attach to KPTCB's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises of any part thereof by any one other than KPTCB except for purposes stated herein; (iv) sub-lease any part or all of the Premises or assign this Lease Agreement; or (v) any attempt to consummate any of the foregoing without the City's prior written consent shall be void.

11.
INDEMNIFICATION

KPTCB agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, sub-contractors, or assignees, including attorney's fees and costs of litigation. The provisions of this Lease with respect to any claims or liability occurring or cause prior to any expiration or termination of this Lease shall survive such expiration or termination.

12.
ENVIRONMENTAL INDEMNITY

KPTCB shall conduct its business within the Premises and on the Land in compliance with all applicable federal, state, or local laws and regulations related to pollution control, hazardous or toxic waste, substances, and other environmental and ecological matters, including, but not limited to the Federal Water Pollution Control Act (33 U.S.C. §1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), Safe Drinking Water Act (42 U.S.C. §300f, et seq.), Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Clean Air Act (42 U.S.C. §300f, et seq.), Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. §9601, et seq.), and other comparable state laws, as well as the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20, et seq.) and the Georgia Rules for Solid Waste Management (particularly Chapter 39-3-4 and Rule 391-3-4-.15 pertaining to biomedical waste). KPTCB agrees to indemnify and hold City harmless from and against all causes, claims, demands, losses, liabilities, costs, and expenses (including, without limitation, attorney's fees) incurred, directly or indirectly, by City as a result of or in connection with KPTCB's failure to comply with any of the foregoing provisions.

13.
ATTORNEY'S FEES/EXPENSES

KPTCB agrees to pay all reasonable attorney's fees and reasonable expenses the City incurs in enforcing any of the obligations of the KPTCB under this Lease, or in any litigation or negotiation in which the City shall, without its fault, become involved through or an account of the KPTCB.

14.
ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

15.
WAIVER

No failure of City to exercise any power given City, hereunder, or to insist upon strict compliance by KPTCB of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of City's right to demand exact compliance with the terms hereof.

16.
TIME ESSENCE

Time is of the essence of this Lease Agreement.

17.
NO ESTATE

This contract shall create the relationship of landlord and tenant between City and KPTCB; no estate shall pass out of City; KPTCB has only a usufruct, not subject to levy or sale.

18.
SUBORDINATION

KPTCB agrees that this Lease shall be subject and subordinate to any bond indenture, loan deed or loan now on said Premises and all future loan or loan deed on said Premises and to all advances made, or which may be hereafter made, on account of said loan deeds or encumbrances to the full extent of all debts and charges secured thereby and to any renewals or extensions of all or any part and to any loan deeds which any owner of said Premises may hereafter at any time elect to place on said Premises, and KPTCB agrees upon request to hereafter execute any paper or papers which the counsel for City may deem necessary to accomplish that end and, in default of KPTCB so doing, that City is hereby empowered to execute such paper or papers in the name of KPTCB, and as the act and deed of KPTCB, and this authority is hereby declared to be coupled with an interest and not revocable, and it is further expressly agreed that City shall not be liable to KPTCB for breach of covenant or quiet enjoyment by reason of the foreclosure and/or sale of the demised Premises under any loan deed or mortgage now or hereafter affecting the demised Premises.

19.
UTILTIES

19.1 KPTCB shall be responsible for all other utilities consumed by KPTCB, and proper and lawful waste disposal. The City shall not be responsible for interruption of utility services.

20.
NOTICES

Whenever notice is required under the terms of this Lease, such notice shall be deemed given three (3) days from the mailing of said notice via U.S. Certified or Registered Mail, Return Receipt Requested, unless sooner received, addressed to the following:

If to City:
City of Peachtree City
c/o City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

If to KPTCB:
Keep Peachtree City Beautiful, Inc.
c/o Executive Director
209 McIntosh Trail
Peachtree City, Georgia 30269

IN WITNESS WHEREOF, the parties herein hereunto set their hands and seals the day and year written below.

THIS AGREEMENT EXECUTED IN COUNTERPARTS ON THE DATE BELOW EACH PARTY'S NAME BELOW, AND THE PARTIES HEREBY AFFIX THEIR NAMES, SIGNATURES, AND SEALS, WITH THE FULL INTENT TO BE BOUND HEREBY.

CITY:	KPTCB:
City of Peachtree City	Keep Peachtree City Beautiful, Inc.
______________________	______________________
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**

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

DATE: **March 4, 2009**

SUBJECT: **Endorsement of request for Quality Growth Implementation Assistance for Quality Growth Audit**
March 5, 2009 City Council agenda

Recommendation:

Staff recommends that City Council endorse Staff's request for Quality Growth Implementation Assistance for a Quality Growth Audit (Attachment "A") by signing the Resolution of Endorsement (Attachment "B").

Discussion:

The Community Choices Program was established by the Atlanta Regional Commission (ARC) as a quality growth initiative, whereby ARC provides cities and counties with the tools, technical assistance and resources to help create communities that best suit their unique visions. ARC provides Staff assistance to work with local staff and project stakeholders on a specific project.

We are requesting assistance from ARC to perform a Quality Growth Audit which would examine our current zoning and land development ordinances in conjunction with the recent updates to the Comprehensive Plan and Land Use Plan, the LCI Study of the SR 54 W Corridor, as well as other planning documents. The end result would be a summary of those ordinances that need to be updated, amended or developed to support the goals and objectives of the comprehensive and land use plans.

Budget impact:

There are no fees or matching funds associated with this program.

Attachments

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY ENDORSING THE REQUEST FOR QUALITY GROWTH IMPLEMENTATION ASSISTANCE FOR A QUALITY GROWTH AUDIT AND AUTHORIZING STAFF TO FORWARD THIS APPLICATION TO THE ATLANTA REGIONAL COMMISSION FOR CONSIDERATION.

WHEREAS, the City Council of the City of Peachtree City supports the efforts to enhance the quality of life for the citizens of Peachtree City; and

WHEREAS, the Atlanta Regional Commission's Community Choices program was established to encourage local governments to plan for quality growth and to adopt policies and plans to support these planning efforts; and

WHEREAS, the City of Peachtree City's location within the Atlanta Metropolitan Planning Organization boundary grants eligibility for Atlanta Regional Commission assistance; and

WHEREAS, the City Council of Peachtree City met on March 5, 2009 to vote in support of submitting a request for Quality Growth Implementation Assistance to the Atlanta Regional Commission; and

WHEREAS, the City Council of Peachtree City further pledges to provide Staff support and resources to assist Atlanta Regional Commission staff in developing a master plan and associated policies and ordinances to support these planning efforts.

BE IT THEREFORE RESOLVED, the Mayor and Council of the City of Peachtree City do hereby express their support in submitting the request for Quality Growth Implementation Assistance to the Atlanta Regional Commission for a Quality Growth Audit.

SO RESOLVED, this _____ day of _____________, 2009.

____
Harold Logsdon, Mayor

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Attest: ______________________________
City Clerk