

City Council of Peachtree City

Agenda

March 3, 2005

7:00 p.m.

- I. Prayer
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Present 10-year Service Pin to Becky Kimble
 - Recognize Tom and Lynn Fedor for Efforts Leading to Creation of Soil Compaction Ordinance
- IV. Minutes
 - February 17, 2005, Regular Meeting Minutes
- V. Monthly Reports
- VI. Consent Agenda
 - 1. Consider Appointment to Airport Authority
 - 2. Consider Kedron User Fee Agreement with Southern Crescent Lightning
 - 3. Consider Sale of Surplus Items
 - 4. Consider Contract for Fireworks
- VII. Old Agenda Items
 - 10-04-03 Staff Report on Meeting with County Concerning Step One Annexation Application from John Wieland
 - 02-05-10 Consider Refinancing of the 1997 Water and Sewer Revenue Bonds
- VIII. New Agenda Items
- IX. Council/Staff Topics
 - Update on United Healthcare – List of Complaints/Staff Actions
- X. 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 Regular Meeting
February 17, 2005
7:00 p.m.**

The City Council of Peachtree City met Thursday, February 17, 2005, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:05 p.m. Other Council Members present were: Stuart Kourajian, Judi Rutherford, and Murray Weed. Steve Rapson was unable to attend due to a work commitment.

Announcements, Awards, Special Recognition

Mayor Brown recognized Scott Formel for his service on the Development Authority and Cathy Nelmes for her service on the Airport Authority. Kim Learnard was commended for reporting violations of the Georgia Erosion and Sedimentation Act to the City. Lisa Stewart was commended for her actions to save the tree buffer at Lexington. The Resurgens Foundation presented the City with a check for \$44,970 to build a handicapped-accessible playground next to the Kedron rink. The new owner of the Southern Crescent Lightning and representatives from the team and the World Basketball Association introduced themselves to Council and discussed their program.

Minutes

Rutherford moved to approve the February 3, 2005, Regular Meeting Minutes as amended. Kourajian seconded. The motion carried unanimously.

Consent Agenda

1. **Alcohol License – Change in Licensee – Ruby Tuesday**
2. **Consider Easement Agreement with Fayette County for Weather Warning Siren at BSC**
3. **Consider Reimbursement Resolution for Equipment Financing**

Brown noted there was an additional document on the dais for Item #2 – a deed of easement, legal parcel description, and a plat survey for the siren.

Weed moved to approve the Consent Agenda. Kourajian seconded. Rutherford asked City Attorney Ted Meeker if he had looked over the easement agreement on the dais. Meeker said he had and that the agreement was fine. The motion carried unanimously.

New Agenda Items

02-05-09 Consider Approval of Kedron User Fee for Southern Crescent Lightning

Leisure Services Director Randy Gaddo addressed Council concerning the proposed user agreement with Southern Crescent Lightning. Gaddo said the team would use one court at Kedron for practices during April, May, and June. The first practice was scheduled for April 8 and the last would be June 24. Practices would be held three to five times a week, two hours per practice, depending on the game schedule. Practices would be held from 9-11 a.m. The team would use one court, leaving the other court open for public use. The new owner, Todd Hannon, would pay \$1,000 to use the facility and would also

provide free basketball clinics for Fayette County youth. The team would provide two weekend clinics of two hours each, and four one-hour clinics to be held prior to team practice after school is out. Gaddo said that was 10 hours of professional clinic time, which had a lot of value.

Gaddo continued that staff and the team officials had met and discussed the proposal thoroughly. Staff supported the request. He added that the times the team would use the court were low usage times.

Hannon, a City resident, told Council that he realized only Fayette County residents could use the facility. The head coach would live in the City through the end of the season, and the players would be temporary residents. Hannon said the players would be housed in an apartment complex or motel. Hannon said he appreciated the City's support. Before he could get sponsorships, he needed the support from the City and the County. Hannon said they needed the community to adopt the Lightning as their professional basketball team.

Kourajian asked Gaddo if the clinics the team agreed to hold last year had worked out. Gaddo said that everything had been put together at the last minute last year, and the clinics had not worked out well. Gaddo continued that the City had not lost anything since the team had not used the facility very often. Gaddo said there would be an agreement this year, and the clinics were to be part of the agreement. Meeker said Council could approve the concept, and the agreement would be placed on the consent agenda at the next meeting.

Weed moved to approve conceptually the request for a special user fee arrangement to allow the Southern Crescent Lightning basketball team to use the Kedron Fieldhouse, and that, in the future, when the attorney generated the appropriate document, the Mayor be authorized to sign. Kourajian seconded. Rutherford asked that Weed amend his motion to put the agreement on the consent agenda. Weed amended his motion. Kourajian seconded the amendment. The motion carried unanimously.

02-05-10 Consider Refinancing of the 1997 Water and Sewer Revenue Bonds
Brown noted there was an additional document on the dais – an e-mail from the City Manager to Mayor and Council dated February 15, 2005, which included a note from Larry Turner, and an e-mail dated February 15, 2005, with the subject, "Agenda Item 02-05-10." Brown said there was a request to table this agenda item. Meeker verified the request.

Rutherford moved to table to the next agenda. Weed seconded. The motion carried unanimously.

02-05-11 Consider Resolution Deactivating Residential Care for the Elderly Authority

Administrative Services Director/City Clerk Jane Miller addressed Council and said that a developer had approached the City in 2001 asking Council to approve a Residential Care for the Elderly Authority so he could obtain tax-free bonds for development of the property. He planned to build a senior multi-family development at the southwest corner of Peachtree Parkway and Crosstown Road. Council approved and appointed the authority. There had been no activity since that time and the developer, who still owned the property, said he would not use the authority's powers. Miller asked Council to consider the resolution to dissolve the Residential Care for the Elderly Authority. She said staff did not believe there would be a need for the authority in the future.

Rutherford moved to dissolve/deactivate the Residential Care for the Elderly Authority. Weed seconded. The motion carried unanimously.

02-05-12 Consider Rescue/Engine Bids

Fire Chief Stony Lohr addressed Council. Lohr told Council that staff recommended Council approve the bid for a rescue fire engine to Central Division Rosenbauer for \$382,150. He continued that six bids had been received and all were over the target amount of \$330,401. Lohr pointed out that the price increase had been due to an increase of 53-65% or higher in steel prices. He said rebidding the engine would result in higher bids, according to research.

Lohr continued that the two lowest bids were not rescue engines, and that the additional essential equipment needed would cost approximately \$40,000. Overall, Central Division Rosenbauer's bid met all the specifications. Annual debt service would be \$88,276.

Rutherford moved to approve the bid from Central Division Rosenbauer for \$382,150. Weed seconded. The motion carried unanimously.

Rutherford noted that many of the items sent through the bid process were coming back over budget. She said many of the items had not been adjusted since they were added to the Public Improvement Program (PIP) budget, and the costs had been determined six to seven years ago. Rutherford said many of the costs had increased, such as steel, and the costs should reflect that. She said they needed new bottom lines.

Council/Staff Topics

City Manager Bernard McMullen told Council that a copy of a letter of support had been placed on the dais and asked that Council consider signing the letter. The letter was addressed to the City's Fire Department employees and volunteers. McMullen continued that the City and County had been discussing the City's Emergency Medical Service (EMS) and its funding for the last few months. McMullen said that, unfortunately, a number of issues had been brought up that had diverted the discussion. Members of the Fire Department and the volunteers had been inadvertently placed in the firing line. He continued that some quotes and comments in the newspaper concerning consolidation of

the services with the County had not been accurate. The letter would send a clear message from Council that they were trying to talk about EMS funding.

Weed said the proposal for consolidation would cost the City \$600,000 and cut the level of service. Weed said he would never vote to support that. McMullen said \$600,000 was the total increase to consolidate the services estimated by the City and the County. The County would bear the majority of the cost, but the City would also have significant upfront costs to upgrade the engines to ALS engines.

Rutherford said she wanted to be careful how the word "upgrade" was used. She said there was nothing wrong with what the City currently had, but some equipment would have to be moved from the ambulances to the engines. Rutherford clarified the City had the best quality equipment. McMullen agreed.

Weed said if a letter gave the employees and volunteers more confidence than personal assurances from the podium, then he would be glad to sign the letter. McMullen said it would be good for the employees to see Council's position in writing. Rutherford read the letter into the record. (A copy of the letter is included in the official file for this meeting.) Brown and Kourajian both said they would sign the letter.

Weed noted that Council had approved an easement agreement for a weather warning siren earlier in the meeting. Weed continued that Council wanted to work with Fayette County and had proven that time and time again by giving land and trying to cooperate with the County. Council was more than willing everyday to meet the County halfway. Weed said Council was willing to do what it took to facilitate that. If the County would meet the City halfway, Council would meet them halfway. If the County had a request, Council would consider it fairly.

Rutherford moved to convene in executive session to discuss pending litigation, real estate, and a personnel matter. Kourajian seconded. The motion carried unanimously.

Rutherford moved to reconvene in regular session. Brown seconded. The motion carried unanimously.

There being no further business to discuss, Rutherford moved to adjourn the meeting. Brown seconded. The motion carried unanimously. The meeting adjourned at 9:00 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

2005 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
		3/3 – City Council Meeting, 7 pm 3/17 – City Council Meeting, 7 pm 3/18 & 19 – City Council Retreat, PTC Tennis Center
<u>April</u>	<u>May</u>	<u>June</u>
4/7 – City Council Meeting, 7 pm 4/16 & 17 – Shakerag Arts & Crafts Festival (rescheduled) 4/21 – City Council Meeting, 7 pm	5/5 – City Council Meeting, 7 pm 5/7 – Touch-A-Truck 5/14 – Community Action Day 5/14 & 15 – Spring Cleanup (Recycling Center) 5/19 – City Council Meeting, 7 pm 5/30 – Memorial Day, City Offices Closed	6/2 – City Council Meeting, 7 pm 6/16 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/4 – Independence Day, City Offices Closed 7/7 – City Council Meeting, 7 pm 7/21 – City Council Meeting, 7 pm	8/4 – City Council Meeting, 7 pm 8/18 – City Council Meeting, 7 pm	9/1 – City Council Meeting, 7 pm 9/5 – Labor Day, City Offices Closed 9/12-16 – Qualifying for City Election 9/15 – City Council Meeting, 7 pm 9/17 & 18 – Shakerag Arts & Crafts Festival
<u>October</u>	<u>November</u>	<u>December</u>
10/6 – City Council Meeting, 7 pm 10/20 – City Council Meeting, 7 pm	11/3 – City Council Meeting, 7 pm 11/8 – Peachtree City General Election 11/17 – City Council Meeting, 7 pm 11/24 & 25 – Thanksgiving Holiday, City Offices closed 11/29 – Runoff Election (if needed)	12/1 – City Council Meeting, 7 pm 12/15 – City Council Meeting, 7 pm 12/23 & 26 – Christmas Holiday, City Offices closed.

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

Updated 2/24/04

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: January 2005

	<u>December-04</u>	<u>January-05</u>	<u>FY 2005 YTD</u>	<u>FY 2004 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	1	1	5	11
City Vehicle / Equipment Accidents	2	1	5	3
Lawsuit Legal Fees	\$12,228.60	\$8,185.69	\$45,102.32	\$12,619.91

Municipal Court

Fines Collected	\$120,339.66	\$111,726.00	\$448,962.48	\$334,779.15
Online Transactions	132	159	606	236
Citations Closed	941	748	2,795	2,374
Jail Fund Balance	4891.41	\$2,798.16	\$48,010.33	\$36,240.60

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

Public Information

New Businesses Registered	13	37	125	99
Public Contacts, Questions & Complaints	73	63	239	292

This includes 6 complaints against Comcast Cable Company, 7 complaints against EPI - Environmental Partners, and 9 Open Records Requests.

**PEACHTREE CITY BUILDING DEPARTMENT
FY 2005**

	Dec-04	Jan-05	Fiscal Y-T-D 2005	Fiscal Y-T-D 2004
DEVELOPMENT PERMITS:	7	9	36	108
BUILDING PERMITS:				
Single Family Residential	7	3	19	111
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	48	33	172	197
Commercial/Industrial	9	14	51	37
TOTAL INSPECTIONS:	508	514	2,128	3,112
CERTIFICATE OF OCCUPANCY:				
Residential	17	14	69	78
Commercial	5	7	19	16
Multi-Family Residential	3*	0	3*	6
CODE ENFORCEMENT:				
Sign Violations	63	74	366	614
Rehab	6	12	54	41
Notice of Violations	201	191	920	1,413
Citations	0	1	7	14
Stop Work Orders	15	7	35	56
Complaints From Citizens	22	12	68	78
PERMIT FEES COLLECTED:	22,137	62,865	159,502	209,519
POPULATION:	35,599	35,628	35,628	35,001
Based on 2.09 of completed occupancy				

***Fire rebuild in Twiggs Corner, not added to population figure.**

Financial Services Monthly Report (Unaudited)

STATUS OF FUNDS AS OF JANUARY 31, 2005

Fund	Cash Balance	Total Investment	Total Cash and Investments	YTD Interest
General Fund	\$ 1,943,973	\$ 10,051,706	\$ 11,995,679	\$ 59,129
Library Sales Tax Fund	11,086	-	11,086	32
Dare Fund	1,128	-	1,128	3
Hazmat Fund	2,474	-	2,474	-
Youth Council Fund	943	-	943	3
Fire/EMS Grants	160	-	160	0
Hotel/Motel Tax Fund	-	-	-	-
Library Construction Fund	-	4,009,614	4,009,614	31,754
Public Improvement Fund	106,059	1,845,544	1,951,603	14,604
Debt Service Fund	-	18,249	18,249	-
Municipal Court Fund	61,057	-	61,057	-
Neighborhood Parks/Rec.	12,770	-	12,770	5
Federal Seizures Police	8,240	-	8,240	12
Police Tuition Account	4,224	-	4,224	3
Athletic Assoc. Funds	19,843	-	19,843	56
Escrow Account	111,137	-	111,137	-
Pension Trust Fund	-	6,955,893	6,955,893	-
Grand Total	\$ 2,283,094	\$ 22,881,006	\$ 25,164,100	\$ 105,601

Collateral Analysis as of January 31, 2005

Bank	Total Held
Bank of New York Wachovia	\$ 5,484,793
Bank of New York Peachtree National	4,936,440
Federal Res Bk of Boston South Trust	14,329,943

Financial Services Monthly Report (Unaudited)
As of January 31, 2005
General Governmental Funds Budget Comparison
Revenues - By Major Category

Description	2005 Budget	Actual YTD	Difference	%
General Property Taxes	\$ 8,642,166	\$ 7,606,250	\$ (1,035,916)	88.01%
Franchise Taxes	1,942,633	166,027	(1,776,606)	8.55%
Local Option Sales Tax	6,338,418	2,030,335	(4,308,083)	32.03%
Other Sales & Use Taxes	644,013	210,517	(433,496)	32.69%
Business Taxes	1,825,422	1,738,406	(87,016)	95.23%
Licenses & Permits	909,228	460,335	(448,893)	50.63%
Grants	129,616	-	(129,616)	0.00%
Charges for Services	1,281,187	295,297	(985,890)	23.05%
Fines & Forfeitures	975,667	358,641	(617,026)	36.76%
Investment Income	81,134	59,129	(22,005)	72.88%
Surplus Carryover	1,411,398	-	(1,411,398)	0.00%
Other Revenue	38,985	14,810	(24,175)	37.99%
Other Financing Sources	380,436	77,364	(303,072)	20.34%
Total General Fund	\$ 24,600,303	13,017,111	\$ (11,583,192)	52.91%
Hotel/Motel Tax	946,308	306,433	(639,875)	32.38%
Total General & Hotel Funds	\$ 25,546,611	13,323,544	\$ (12,223,067)	52.15%

General Governmental Funds Budget Comparison
Expenditures by Division YTD

Percentage into Budget Year

33.33%

Division	2005 Budget	Actual YTD	Difference	%
Administrative	\$ 1,373,422	\$ 426,111	\$ 947,311	31.03%
Developmental	1,630,045	390,758	1,239,287	23.97%
Finance	758,073	234,326	523,747	30.91%
Leisure Services	4,367,346	1,325,388	3,041,958	30.35%
Public Safety	9,050,893	2,556,007	6,494,886	28.24%
Public Works	4,337,767	1,094,470	3,243,297	25.23%
Council Contingency	100,000	-	100,000	0.00%
Non-Profit Organizations	15,000	7,500	7,500	50.00%
Grant Incentive Program	50,000	-	50,000	0.00%
Transfer to Development Authority	35,000	-	35,000	0.00%
Transfer to PIP	445,862	-	445,862	0.00%
Transfer to Debt Svc	2,271,912	1,453,801	818,111	63.99%
Transfer to Library Debt Service	402,998	323,545	79,453	80.28%
Liability Insurance	73,485	-	73,485	0.00%
Legal Services	52,500	52,222	278	99.47%
Gen'l Admin	145,000	-	145,000	0.00%
Other	(509,000)	-	(509,000)	0.00%
Total General Fund	\$ 24,600,303	\$ 7,864,128	\$ 16,736,175	31.97%
Transfer to General Fund	315,436	74,487	240,949	23.61%
Transfer to Tourism General Fund	630,872	148,973	481,899	23.61%
Total General & Hotel/Motel Funds	\$ 25,546,611	\$ 8,087,588	\$ 17,459,023	31.66%

Summary of Major Expenditures by City Manager

Description	Vendor	Award	Date
Riley Track Resurfacing	No. Georgia Turf	\$ 31,650	01/06/05
Glenloch Basketball Court	McGrath Industries	14,259	01/13/05
Glenloch Tennis Court Resurfacing	McGrath Industries	12,000	01/13/05
Neely Fire Station	S.Garret & Company	\$32,753	01/31/05

Financial Services Monthly Report (Unaudited)

***As of January 31, 2005
Purchasing Monthly Report***

For Fiscal Year	2005	2004
Purchase Orders / Requisitions Processed	1009	1,044
City Store Requisitions Processed	44	28
Sealed Bids Requested	14	16
Requests for Proposals	7	5
Bids Awarded	11	10
Requests for Proposals Awarded	4	4
Contracts Prepared	5	3
Fixed Assets Purchased	14	11

Information Technology Monthly Report

	Current Month	FY2005 YTD
Work Orders Created	127	518
Work Orders Closed	115	443
Work Orders Open	11	33
Corrective Work Orders	65	242
Project Work Orders	9	26
Technical Support	38	186
Website Visits	29,617	105,885

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2005 MONTHLY REPORT**

	Dec-04	Jan. 05	2005 Y-T-D	2004 Y-T-D
FIRE/ACCIDENT CALLS				
Residential	5	6	15	9
Business/Industrial	2	1	6	7
¹ Rescue/EMS Assist	155	135	534	
¹ Vehicle/Golfcart Accidents	23	11	76	
¹ False Alarms	24	27	104	
² Other	26	44	130	759
Total Engine Response	235	224	865	775
 Dispatched Fire Calls	 53	 77	 240	 197
 Response Time Fire	 4:05	 4:22	 5:00	 4:16
RESCUE/EMS				
Trauma	91	57	289	160
Medical	120	85	359	245
Total # Patients	211	142	648	405
 Patients Transported	 96	 67	 299	 202
 Dispatched EMS Calls	 180	 147	 628	 591
 Total Medic Response	 226	 189	 765	 423
 Dispatched Fire/EMS Total	 233	 224	 868	 788
 Response Time EMS	 4:14	 3:57	 4:07	 4:22
EMS BILLING				
Patients Billed	77	75	258	331
 Revenue Generated	 30,592	 28,228	 99,388	 125,884
 ³ Total Revenue Received	 15,037	 12,144	 65,924	 86,819

¹Previously categorized as Other

²Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

³Revenue Received on All Outstanding Accounts

PEACHTREE CITY POLICE DEPARTMENT

2005 MONTHLY REPORT

	JAN 05	2005 CYTD	2004 CYTD
PART I CRIMES			
Murder	0	0	0
Rape	1	1	0
Robbery	0	0	0
Aggravated Assault	2	2	0
Arson	0	0	0
Auto Theft	2	2	3
Theft	10	10	18
Burglary	0	0	1
TOTAL PART I CRIMES	15	15	22
ALCOHOL/DRUG ARRESTS			
DUI – TOTAL	17	17	16
DUI – ADULT	15	15	12
DUI – UNDERAGE	2	2	4
MINOR IN POSSESSION OF ALCOHOL	3	3	12
DRUG ARRESTS	7	7	8
ARRESTS			
PROPERTY CRIMES	6	6	9
PERSON CRIMES	5	5	5
CITY ORDINANCES	26	26	37
OTHER	43	43	105
AVERAGE RESPONSE TIME	5.26	5.26	5.21
CALLS ANSWERED	6841	6841	6434
TRAFFIC			
CITATIONS ISSUED	582	582	830
WARNINGS	474	474	721
ACCIDENTS	72	1133	1156

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / PEACHTREE PARKWAY	5
HWY 54 / CITY CIRCLE	3
HWY 54 / HUDDLESTON DR	3
HWY 74 / PLANTERRA WAY	3
HWY 74 / CROSSTOWN DR	3

TOP 5 ACCIDENT LOCATION – Y T D

HWY 54 / PEACHTREE PARKWAY	5
HWY 54 / CITY CIRCLE	3
HWY 54 / HUDDLESTON DR	3
HWY 54 / PLANTERRA WAY	3
HWY 54 / CROSSTOWN DR	3

PUBLIC SERVICES MONTHLY REPORT

JANUARY 2005

<u>Activity Description</u>	<u>Unit</u>	<u>January - 05</u>	<u>FY 2005 YTD</u>	<u>FY 2004 YTD</u>
Street Patching	Hrs.	0	357	1,024
Street Crack Sealing	Hrs.	120	120	379
Drainage Maintenance	Hrs.	296	1,009	717
Street Sweeping	Hrs.	150	150	180
Cart Path Paving	Ft.	0	5,381	8,859
Cart Path Litter Removal	Hrs.	45	313	323
Cart Path Drainage Maintenance	Hrs.	104	319	691
R.O.W. Mowing	Hrs.	0	780	390
R.O.W. Litter Removal	Hrs.	305	1,185	1,524
Landscape Maintenance	Hrs.	84	2,322	1,562
Landscape Planting/Mulching	Hrs.	295	295	623
Litter Removal	Hrs.	0	14	30
Subdivision Sign Maintenance	Hrs.	24	72	210
Traffic Sign Maintenance	Hrs.	171	774	423
Vandalism Repairs	Hrs.	9	72	28
Requests Answered	Num.	118	380	97
Community Service	Hrs.	0	35	0
<u>RECYCLING SITE</u>				
Manhours	Hrs.	60	229	192
PARTICIPANTS				
Recycling	Num.	170	748	710
Composting	Num.	892	5,400	2,616
Mulch Pick Up	Num.	37	169	306

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council
FROM: City Manager 
DATE: February 23, 2005
SUBJECT: APPOINTMENT TO THE AIRPORT AUTHORITY
March 3, 2005, Council Agenda

The Selection Committee, composed of Mayor Steve Brown, Council Member Judi-ann Rutherford, Authority Chairman Jerry Cobb and myself, considered seven applicants for the vacancy on the Airport Authority.

It is the recommendation of the Committee that Mr. Gregory J. Carroll be appointed to serve the remainder of Ms. Cathy Nelmes' term, which expires on 12/31/2008. Additionally, the committee recommends that Mr. Lawrence R. Hunt be appointed to serve as alternate.

Copies of Mr. Carroll and Mr. Hunt's applications are attached for your review.

BJM/pd

Attachment

**AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT**

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

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

The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Wednesday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for the operation of Falcon Field Airport.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Gloria Reid, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, JANUARY 28, 2005**. The City will contact you within two weeks of the application closing date.

If you have questions, please contact Gloria Reid at 487-7657.

NAME: Gregory J. Carroll

ADDRESS: 1117 Twin Bridge Ln.
Peachtree City, GA 30269

TELEPHONE (Day Time) 678-231-9991

(Evening) 678-231-9991

(Fax #) 404-714-4555

(E-mail Add:) greg.carroll@delta.com



Signature

1 -28- 05

Date

1. How long have you been a resident of Peachtree City?
I have lived in Peachtree City since May, 2003.
2. Why are you interested in serving on the Airport Authority?
It didn't take long after moving to Peachtree City to realize the potential lying in wait within this community. As the Atlanta area continues to grow, one of the Southside airports will emerge as a dominant secondary airport to Hartsfield. Tara field, for geographic and other reasons, likely will not be a lucrative contender for such distinction,; however, our neighbor to the West is already proving to be a formidable challenger as they have attracted a number of new tenants. It is my sincere interest, both as an aviation fanatic, and a vested member of the Peachtree City community, to see that Falcon Field is carefully managed to become the premier secondary airport in South Atlanta, so that thriving businesses and the inherent economic benefits to the community will find their way here.
3. What qualifications and experience do you possess that would benefit the Airport Authority?
I have an extensive background in managing relationships with government agencies, primarily the Federal Aviation Administration. In my 8 years interfacing with the FAA on behalf of the interests of Delta Air Lines, I have been exceedingly successful in applying relationship management and negotiation skills to the betterment of the carrier. Also, through the extensive use of analytical, process improvement (Six Sigma), project management, and presentation skills, I have been able to achieve exceptional results in support of legal matters brought by the FAA.
4. List major jobs you have held during your working career to include name of company and position.

<i>Program Manager, Quality - FAA Liaison</i>	<i>Delta Air Lines (Atlanta)</i>
<i>Aircraft Maintenance Technician</i>	<i>Delta Air Lines (Atlanta and Orlando)</i>
<i>Aircraft Fueler</i>	<i>Ogden Allied Aviation Services (St. Louis)</i>
5. Do you have any past experience relating to airport operations? If so, describe.
I have indirect experience from working in the positions noted above. I am also an experienced aircraft accident investigator, trained at the Transportation Safety Institute within the FAA complex in Oklahoma City, OK.
6. Have you attended any Airport Authority meetings in the past year and, if so, how many?
I attended 5 Airport Authority meetings in 2004.
7. Would there be any possible conflict of interest between your employment and you serving the Airport Authority?
No.

8. Describe your current community involvement.

Aside from being active with our church, I have two daughters and am involved with the Peachtree City Girls Softball Association.

1117 Twin Bridge Ln
Peachtree City, Georgia 30269

Phone H (770)-631-6772
W (404)-714-5838

Gregory J. Carroll

Education

1987 - 1990 Parks College of St. Louis University
BS - Aeronautics / Aircraft Maintenance Engineering
Airframe and Powerplant Certification
Cahokia, Illinois

1991 - 1992 Mid-Florida Technical Institute
Supplemental Avionics Curriculum
Orlando, Florida

Quality Training

2000 The Mattford Group
Interest-Based Negotiation
Tahoe City, California

1998 Allied Signal Corporation
ISO / AS 9000 Internal Auditor / Trainer Certification
Toronto, Ontario

1998 Allied Signal Corporation
Six Sigma Process Quality Management & Design of Experiments
Torrance, California

1998 Clayton State University
Decision Analysis / Problem Solving & Statistical Process Control
Morrow, Georgia

Work experience

1990 - Present Delta Air Lines Inc.
PROGRAM MANAGER - QUALITY - FAA / NTSB LIAISON
Atlanta, Georgia
1/97 - Present

- Served as primary interface with the FAA on all regulatory matters by establishing and maintaining positive working relationships with the PMI and other FAA Inspectors.
- Instrumental in incorporating the ATOS program and its attributes into Delta's processes and manual systems from its inception.
- Provided supervisory consultation and guidance on regulatory matters to Delta AMTs, Senior AMTs, Maintenance Foremen, Managers, Directors, and Vice Presidents within Delta Technical Operations.
- Provided supervisory consultation and operational direction to Delta's Maintenance Control Center during scenarios with regulatory implications.
- Performed investigations as part of Delta's CAS program, in response to FAA LOIs, in concert with the Voluntary Disclosure process, and resulting from accidents and incidents.
- Drafted responses for all assigned FAA matters on behalf of the company.
- Responsible for preparing applications and requests for STCs, AMOCs, PMAs, Standard and Experimental Airworthiness certificates, Special Flight Permits, and Ops Spec changes.
- Participated in internal maintenance program review boards and FAA SAT teams.

MD-11 GROUND TRAINING INSTRUCTOR
7 Months

- Developed the curriculum and provided classroom, simulator, and on-the-job training to Delta and customer maintenance personnel for MD-11 airframe, systems, and avionics.

SENIOR AIRCRAFT MAINTENANCE TECHNICIAN
4+ Years

- Performed, and supervised Junior AMTs in the performance of maintenance and alterations on transport category airframes, systems, and avionics in line and heavy maintenance environments. Served as MD-11 OJT instructor.

JUNIOR AIRCRAFT MAINTENANCE TECHNICIAN
1 Year

- Performed maintenance and alterations on large transport category turbine-powered aircraft in line and heavy maintenance environments under 14 CFR Parts 121 and 145.

Other Noteworthy

Private Pilot - Aircraft Single Engine Land
General Aviation Aircraft Owner

Huntingdon
- building
Regional
St. Louis
Maintenance

From

Placed
the airport.

**AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT**

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

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

The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Wednesday of each month at 7:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for the operation of Falcon Field Airport.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Gloria Reid, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, JANUARY 28, 2005**. The City will contact you within two weeks of the application closing date.

If you have questions, please contact Gloria Reid at 487-7657.

NAME: Lawrence R. Hunt (Larry)

ADDRESS: 516 SALTICK TRACE
Peachtree City GA 30269

TELEPHONE (Day Time) 770-486-1666

(Evening) 770-486-0539

(Fax #) 770-486-0020

(E-mail Add:) Larry@theAviationgroup.com

LR Hunt
Signature

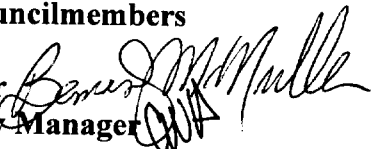
1-17-2005
Date

1. How long have you been a resident of Peachtree City?
10 1/2 years.
2. Why are you interested in serving on the Airport Authority?
I would like to see our Airport grow with more Aviation type business.
3. What qualifications and experience do you possess that would benefit the Airport Authority?
I have been involved with general aviation for the last 32 years. And I also served as a Airport Manager and FBO at two Airports in Louisiana.
4. List major jobs you have held during your working career to include name of company and position.
Cessna Aircraft Co, Wichita Kansas - International Field Service Rep, AND Instructor at their Training Academy
AG-CAIE Inc, Cessna dist, for East and West African Service Manager. Owner operator of The Aviation Group Inc, 1988 - present.
5. Do you have any past experience relating to airport operations? If so, describe.
Airport Manager AND FBO operator of Bishop, LA, Airport
Airport Manager AND FBO operator of Natchitoches LA, Airport
6. Have you attended any Airport Authority meetings in the past year and, if so, how many?
yes 3
7. Would there be any possible conflict of interest between your employment and you serving the Airport Authority?
NO
8. Describe your current community involvement.
My wife AND I Support the boosters Club @ McIntosh for the Soccer teams. We also work with The LAZER Soccer teams.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers

VIA: City Manager 
Assistant City Manager 

FROM: Leisure Services Director

DATE: February 22, 2005

SUBJECT: Consider Approval of Southern Crescent Lightning Agreement
March 3rd City Council Agenda

Recommendation: That Council approves the Southern Crescent Lightning Agreement and authorize the Mayor to sign the agreement.

Discussion: At the February 17 Council meeting, Council approved, in concept, the Southern Crescent Lighting team's request to use one basketball court at the Kedron Fieldhouse and Aquatic Center. The team agreed to pay \$1,000 for the use of the basketball court and also to provide ten hours of free basketball clinics to Fayette County youth. Staff concurs with the request made by the Southern Crescent Lightning team. The City Attorney has reviewed the attached agreement and made appropriate changes. Staff recommends approval.

Budget Impact: Per the agreement, Southern Crescent Lighting would pay the City \$1,000.00.

Attachment

STATE OF GEORGIA
COUNTY OF FAYETTE

AGREEMENT

This Agreement entered into this _____ day of _____, 2005, by and between SOUTHERN CRESCENT LIGHTING, INC., "hereinafter SCL", and the CITY OF PEACHTREE CITY, GEORGIA, hereinafter "City".

WHEREAS, SCL is a semi-pro basketball team which plays it's games within Fayette County; and

SCL desires to lease and use certain property owned by the City.

THEREFORE, and in consideration of the mutual terms and conditions contained herein the parties hereto agree as follows:

1.

SCL agrees to lease the use of one (1) basketball court at the Kedron Field House from the City for the period of April 8, 2005 through and including June 24, 2005, to be utilized Monday to Friday, between the hours of 9:00 a.m. and 11:00 a.m. during such dates.

2.

SCL shall pay to the City the sum of \$1,000.00 for the use of such facility. In addition, SCL shall conduct the (10) hours of free clinics for youths residing in Fayette County at no charge to the City or these persons participating in the clinics. The dates and times for the clinics shall be as agreed to by City Staff and SCL.

3.

INSURANCE:

Provide proof of insurance in the amount of \$1,000,000.00 to cover both the SCL's property as well as liability.

a. SCL agrees to provide liability insurance indemnifying and holding City, its agents, officers and employees harmless as a result of any injuries that may occur during the term of this Agreement or any renewal thereof, which arise out of

SCL's use of the Premises. Said certificate of insurance shall be provided to City prior to the commencement of use of the Premises.

4.

INDEMNIFICATION OF CITY:

SCL agrees to hold City harmless and indemnify, enter and defend the City against any and all claims filed by third parties for injuries and damages allegedly suffered in the building and / or City's property against any and all liabilities, damages and expenses arising from injury, damage or loss to persons or caused by SCL's employees, agents, assigns, visitors or licensors, or any property of said persons, in or about the Premises from any cause whatsoever growing out of or connected with the use of and occupancy of or activities in or about the Premises.

5.

SCL shall provide proper security for the facility and attendees during the lease periods.

6.

The owner, general manager, and coach of the SCL shall be subject to a background check by the Peachtree City Police Department, which background check shall be identical to those required of coaches for the Peachtree City Recreation Department. The owner, general manager, and/or coach shall be present at all free clinics referenced in Paragraph Two (2) above.

7.

This Agreement constitutes an exception to the policy of the City that the Kedron Fieldhouse only be utilized by residents of Fayette County so as to allow members of the SCL basketball team to practice during the designated times set forth herein. This exception is made based upon the consideration of this agreement, and the fact that team members will be temporarily residing in Fayette County during the term of this Agreement. SCL shall provide City Staff with a list of team members and the temporary Fayette County address for each. SCL team members will be required to show picture identification in order to enter the premises.

8.

SCL understands and agrees that this Agreement does not provide for exclusive use of the premises by SCL, and that authorized Fayette County residents shall be admitted to use the premises during the practice times.

9.

This Agreement shall expire on July 1, 2005.

Executed the day and date first above mentioned.

SOUTHERN CRESCENT LIGHTING

CITY OF PEACHTREE CITY,
GEORGIA

By: Todd Hannon, President

By: Steve Brown, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council Members

VIA: Bernard J. McMullen, City Manager

FROM: Colin W. Halterman, Assistant City Manager
Paul J. Salvatore, Financial Services Director
Janet I. Camburn, Assistant Finance Director

DATE: February 24, 2005

SUBJECT: Disposal of Surplus Property
March 3, 2005 Consent Agenda

Recommendation:

That City Council authorize the disposal of surplus property consisting of fresh timber harvested from the new auto shop location.

Discussion:

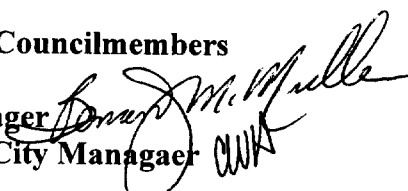
As part of the site preparation for the new auto shop, certain trees have been cut and the timber needs to be removed from the site. According to Public Works Director, Tom Corbett, there apparently is a market for this timber. City staff is requesting that this timber be declared surplus property and advertised for sale on the City's web site and through the local newspaper.

Budget Impact:

There is no impact on the current budget. The sale of the timber is expected to offset any costs associated with advertising.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Councilmembers
VIA: City Manager 
Assistant City Manager 
FROM: Leisure Services Director
DATE: February 21, 2005
SUBJECT: Consider Approval of Fireworks Contract
March 3rd City Council Agenda

Recommendation: That Council approve Melrose Pyrotechnics as contractor for the FY2005 Fourth of July Fireworks Display at a cost of \$26,000. Also, that Council authorize the Mayor or City Manager to sign the contract.

Discussion: The Fourth of July fireworks contract expired July 2004. Bids were mailed to four (4) fireworks vendors. Only Melrose Pyrotechnics responded with a bid of \$26,000. This bid is for the same amount as the past several years and includes two one-year extensions at the same price. The City has used this company for the past twelve (12) years and has always been pleased with the quality of the fireworks and their service.

Budget Impact: There is adequate funding in the FY2005 Recreation Budget for this \$26,000.00 expenditure.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: Developmental Services Director *CWS*

VIA: City Manager *Bernard McHale*

DATE: February 25, 2005

SUBJECT: John Wieland Annexation Status
March 3, 2005 City Council Agenda

Recommendation:

Continue discussion on John Wieland Homes annexation request.

Discussion:

As per City Council direction City Staff has scheduled a discussion with the Fayette County Commission for March 2 at 3:00 P.M. This is the Commissioner's workshop meeting such that no formal action is anticipated. To enable an informal and open discussion Staff is reviewing the Quality Local Government Planning process that both the city and county must complete over the next year and specifically the state requirement to work together to mutually identify services area impacts.

Our understanding is that the current Fayette County plan and zoning allows a range of densities dependant upon the availability of water, sewer, and emergency services. As a part of growth planning we are required to consider potential density ranges within many areas adjacent to the city in order to determine where and when growth impacts may occur. The bottom line becomes:

- 1) Would Fayette County consider developing different land use plan/zoning designations if all three services were available as part of a plan update?
- 2) If not, under what conditions, would higher densities be available?
- 3) If only the one-acre range as in the current plan designation is available would the County appeal annexations in that range?

Staff will provide an update as to the discussion at the Council meeting.

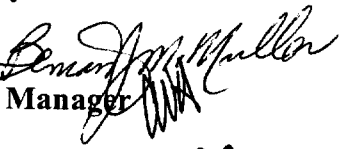
Budget Impacts:

There are no budget impacts as yet associated with this discussion.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Assistant City Manager

FROM: Financial Services Director P.S.

DATE: February 25, 2005

SUBJECT: WASA Bond Refinancing
March 3, 2005 City Council Meeting

Recommendation:

Approve the attached Authorizing Resolution and Second Amendment to Sewer System Agreement, thereby permitting the Peachtree City Water & Sewerage Authority to proceed with the issuance of its Sewer System Refunding Revenue Bonds, Series 2005.

Discussion:

The purpose of this bonded debt issuance is to refund the Series 1997A WASA Bonds so that WASA may receive the benefit of an annual debt service expense savings of approximately \$73K, or about \$1M over the life of the issuance. One reason that WASA was able to realize this savings is that the bonds will continue to be backed by the full faith and credit of the City of Peachtree City. While it is certainly in the best interests of the citizens of Peachtree City to refund the bonds, there may be some adverse impact on the interest rates that the City will be quoted for any debt issuance for the remainder of calendar year 2005. Since this bond issuance exceeds \$10M and is backed by the City, we will not be eligible for bank-qualified rates until January 1, 2006. The City Attorney has reviewed and approved the documents.

Budgetary Impact:

It is anticipated that the impact on the City's debt service expense will be minimal in comparison to the vast savings realized by the bond refunding, and will not cause any budget overruns in the FY 2005 debt service budget.

AUTHORIZING RESOLUTION

WHEREAS, the Peachtree City Water and Sewerage Authority (the "Authority"), by a Master Bond Resolution duly and validly adopted on May 15, 1997, as supplemented and amended by a Series 2002 Bond Resolution duly and validly adopted on April 30, 2002 (collectively the "Prior Resolution"), authorized, issued, and delivered (1) \$25,895,000 in original aggregate principal amount of its Sewer System Revenue Bonds, Series 1997A (the "Series 1997A Bonds"), now outstanding in the aggregate principal amount of \$23,970,000, (2) \$1,450,000 in original aggregate principal amount of its Sewer System Revenue Bonds, Series 1997B (the "Series 1997B Bonds"), none of which are presently outstanding, and (3) \$15,345,000 in original aggregate principal amount of its Sewer System Revenue Bonds, Series 2002 (the "Series 2002 Bonds"), now outstanding in the aggregate principal amount of \$13,840,000; and

WHEREAS, the Authority and Peachtree City (the "City") entered into a Sewer System Agreement, dated as of May 1, 1997, as supplemented and amended by a First Amendment to Sewer System Agreement, dated as of December 1, 2001 (collectively the "Original Contract"), under the terms of which (1) the Authority agreed to operate its sewer system as a public sewer system and to make its sewer facilities and services available to residents of the City, and (2) the City agreed (a) to make payments to the Authority in amounts sufficient to enable the Authority to pay when due the principal of, premium, if any, and interest on the Series 1997A Bonds, the Series 1997B Bonds, the Series 2002 Bonds, and any other Contract Supported Bonds (as defined in the Original Contract) that may be issued, to the extent the net operating revenues of the sewer system are insufficient for such purposes, and (b) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City's obligations under the Original Contract; and

WHEREAS, the Authority has determined to refund \$22,760,000 in aggregate principal amount of the Series 1997A Bonds maturing March 1, 2008 to 2027 (the "Refunded Bonds"), in order to achieve debt service savings; and

WHEREAS, the Authority has determined that it is in the best interests of the citizens of the City for the Authority to refund the Refunded Bonds and to finance the costs of the foregoing by issuing its Sewer System Refunding Revenue Bonds, Series 2005, in the original aggregate principal amount of \$_____ (the "Series 2005 Bonds"); and

WHEREAS, the Authority has adopted a Series 2005 Bond Resolution (the "Series 2005 Resolution"), authorizing the issuance of the Series 2005 Bonds for the purpose of refunding the Refunded Bonds and financing the costs of issuing the Series 2005 Bonds; and

WHEREAS, the Authority and the City propose to enter into a Second Amendment to Sewer System Agreement (the "Second Amendment"), the form of which has been filed with the City and submitted to the Council of Peachtree City, in order to amend the Original Contract to approve the issuance of the Series 2005 Bonds as Contract Supported Bonds and to designate the Series 2005 Bonds as Contract Supported Bonds; and

WHEREAS, the Series 2005 Resolution sets forth, among other things, the interest rates that the Series 2005 Bonds will bear and the principal amount of the Series 2005 Bonds that will mature, either at maturity or by proceedings for mandatory redemption, in each year, and the Authority has furnished the City with a certified copy of the Series 2005 Resolution in order that any payments required to be made by the City under the Original Contract, as supplemented by the Second Amendment, may be accurately computed and conclusively established; and

WHEREAS, after careful study and investigation, the City desires to enter into the Second Amendment;

NOW, THEREFORE, BE IT RESOLVED by the Council of Peachtree City as follows:

1. The form, terms, and conditions and the execution, delivery, and performance of the Second Amendment, which has been filed with the City, are hereby approved and authorized. The Second Amendment shall be in substantially the form submitted to the Council of Peachtree City with such insubstantial changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor or Mayor Pro Tem of the City, whose approval thereof shall be conclusively evidenced by the execution of the Second Amendment.

2. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute on behalf of the City the Second Amendment, and the City Clerk is hereby authorized and directed to affix thereto and attest the seal of the City, upon proper execution and delivery of the other party thereto, provided, that in no event shall any such attestation or affixation of the seal of the City be required as a prerequisite to the effectiveness thereof, and the Mayor or Mayor Pro Tem and City Clerk of the City are authorized and directed to deliver the Second Amendment on behalf of the City to the other party thereto, and to execute and deliver all such other contracts, agreements, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Series 2005 Bonds and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

3. This Resolution and the Second Amendment, as approved by this Resolution, which is hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the City and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 3rd day of
March 2005.

PEACHTREE CITY

(SEAL)

By: _____
Mayor

Attest:

City Clerk

CITY CLERK'S CERTIFICATE

I, **JANE S. MILLER**, the duly appointed, qualified, and acting City Clerk of Peachtree City (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on March 3, 2005, by the Council of Peachtree City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of ____ Yea and ____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this ____ day of March 2005.

(SEAL)

City Clerk

SECOND AMENDMENT TO SEWER SYSTEM AGREEMENT

by and between

PEACHTREE CITY WATER AND SEWERAGE AUTHORITY

and

PEACHTREE CITY

Dated as of March 1, 2005

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I -- DEFINITIONS	2
Section 1.1. Definitions.....	2
ARTICLE II -- REPRESENTATIONS	2
Section 2.1. Representations by the Authority.....	2
Section 2.2. Representations by the City	2
ARTICLE III -- ISSUANCE OF SERIES 2005 BONDS; DISBURSEMENT OF PROCEEDS	3
Section 3.1. Agreement to Issue Series 2005 Bonds	3
Section 3.2. Disbursement of Proceeds under and in Compliance with the Bond Resolution	3
ARTICLE IV -- CONTRACT SUPPORTED BONDS.....	3
Section 4.1. Contract Supported Bonds	3
ARTICLE V -- SPECIAL COVENANTS OF CITY.....	3
Section 5.1. Continuing Disclosure	3
ARTICLE VI -- MISCELLANEOUS	3
Section 6.1. Confirmation of Original Contract.....	3
Section 6.2. Execution Counterparts.....	4
SIGNATURES AND SEALS	5

SECOND AMENDMENT TO SEWER SYSTEM AGREEMENT

THIS SECOND AMENDMENT TO SEWER SYSTEM AGREEMENT (this "Second Amendment") is entered into as of March 1, 2005, by and between the **PEACHTREE CITY WATER AND SEWERAGE AUTHORITY** (the "Authority"), a public corporation created and existing under the laws of the State of Georgia, and **PEACHTREE CITY** (the "City"), a municipal corporation created and existing under the laws of the State of Georgia.

WITNESSETH:

WHEREAS, the Authority, by a Master Bond Resolution duly and validly adopted on May 15, 1997, as supplemented and amended by a Series 2002 Bond Resolution duly and validly adopted on April 30, 2002 (collectively the "Prior Resolution"), authorized, issued, and delivered (1) \$25,895,000 in original aggregate principal amount of its Sewer System Revenue Bonds, Series 1997A (the "Series 1997A Bonds"), now outstanding in the aggregate principal amount of \$23,970,000, (2) \$1,450,000 in original aggregate principal amount of its Sewer System Revenue Bonds, Series 1997B (the "Series 1997B Bonds"), none of which are presently outstanding, and (3) \$15,345,000 in original aggregate principal amount of its Sewer System Revenue Bonds, Series 2002 (the "Series 2002 Bonds"), now outstanding in the aggregate principal amount of \$13,840,000; and

WHEREAS, the Authority and the City entered into a Sewer System Agreement, dated as of May 1, 1997, as supplemented and amended by a First Amendment to Sewer System Agreement, dated as of December 1, 2001 (collectively the "Original Contract"), under the terms of which (1) the Authority agreed to operate its sewer system as a public sewer system and to make its sewer facilities and services available to residents of the City, and (2) the City agreed (a) to make payments to the Authority in amounts sufficient to enable the Authority to pay when due the principal of, premium, if any, and interest on the Series 1997A Bonds, the Series 1997B Bonds, the Series 2002 Bonds, and any other Contract Supported Bonds (as defined in the Original Contract) that may be issued, to the extent the net operating revenues of the sewer system are insufficient for such purposes, and (b) to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the City's obligations under the Original Contract; and

WHEREAS, the Authority has determined to refund \$22,760,000 in aggregate principal amount of the Series 1997A Bonds maturing March 1, 2008 to 2027 (the "Refunded Bonds"), in order to achieve debt service savings; and

WHEREAS, the Authority has determined that it is in the best interests of the citizens of the City for the Authority to refund the Refunded Bonds and to finance the costs of the foregoing by issuing its Sewer System Refunding Revenue Bonds, Series 2005, in the original aggregate principal amount of \$_____ (the "Series 2005 Bonds"); and

WHEREAS, the Authority has adopted a Series 2005 Bond Resolution (the "Series 2005 Resolution"), authorizing the issuance of the Series 2005 Bonds for the purpose of refunding the Refunded Bonds and financing the costs of issuing the Series 2005 Bonds; and

WHEREAS, the Authority and the City propose to enter into this Second Amendment to approve the issuance of the Series 2005 Bonds as Contract Supported Bonds and to designate the Series 2005 Bonds as Contract Supported Bonds; and

WHEREAS, the Series 2005 Resolution sets forth, among other things, the interest rates that the Series 2005 Bonds will bear and the principal amount of the Series 2005 Bonds that will mature, either at maturity or by proceedings for mandatory redemption, in each year, and the Authority has furnished the City with a certified copy of the Series 2005 Resolution in order that any payments required to be made by the City under the Original Contract, as supplemented by this Second Amendment, may be accurately computed and conclusively established;

NOW, THEREFORE, in consideration of the respective covenants, representations, and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the Authority and the City agree, and the Original Contract is supplemented and amended, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The definitions contained in Article I of the Original Contract are hereby amended, modified, and supplemented to incorporate by reference the definitions contained in the Series 2005 Resolution.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Authority. The Authority hereby reaffirms each of its representations contained in Section 2.1 of the Original Contract.

Section 2.2. Representations by the City. The City hereby reaffirms each of its representations contained in Section 2.2 of the Original Contract.

ARTICLE III

ISSUANCE OF SERIES 2005 BONDS; DISBURSEMENT OF PROCEEDS

Section 3.1. Agreement to Issue Series 2005 Bonds. The Authority agrees that it shall issue the Series 2005 Bonds containing the terms, including principal amounts, interest rates, and maturities, set forth in the Series 2005 Resolution and use the proceeds of the Series 2005 Bonds to refund the Refunded Bonds and to pay the costs of issuing the Series 2005 Bonds.

Section 3.2. Disbursement of Proceeds under and in Compliance with the Bond Resolution. The proceeds of the sale of the Series 2005 Bonds shall be deposited in the funds and accounts as provided in the Bond Resolution and shall be disbursed and used for the purposes, and in accordance with the terms and conditions, set forth in the Bond Resolution.

ARTICLE IV

CONTRACT SUPPORTED BONDS

Section 4.1. Contract Supported Bonds. The Series 2005 Bonds shall constitute Contract Supported Bonds. The City hereby acknowledges the Authority's designation of the Series 2005 Bonds as Contract Supported Bonds in the Series 2005 Resolution.

ARTICLE V

SPECIAL COVENANTS OF CITY

Section 5.1. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Series 2005 Disclosure Certificate (as defined in Section 4.2 of the Series 2005 Resolution). Notwithstanding any other provision of this Contract, failure of the City to comply with the Series 2005 Disclosure Certificate shall not be considered an event of default under this Contract; however, any beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section 5.1.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Confirmation of Original Contract. Except as expressly supplemented and amended by this Second Amendment, the Original Contract is and shall remain unchanged and in full force and effect in accordance with its terms. The Authority and the City hereby confirm the

existence and applicability of the Original Contract and reaffirm their respective representations, warranties, covenants, and agreements and all of the applicable terms, conditions, and provisions of the Original Contract and as supplemented and amended by this Second Amendment.

Section 6.2. Execution Counterparts. This Second Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures and Seals to Follow]

IN WITNESS WHEREOF, the Authority has caused this Second Amendment to be executed by its Chairman and its official seal to be hereunto affixed and attested by its Secretary, and the City has caused this Second Amendment to be executed by its Mayor and its official seal to be hereunto affixed and attested by its City Clerk, all as of the date first above written.

**PEACHTREE CITY WATER AND
SEWERAGE AUTHORITY**

(AUTHORITY SEAL)

By: _____
Chairman

Attest:

Secretary

PEACHTREE CITY

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk