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

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition

IV. Public Comment

V. Agenda Changes

VI. Minutes
January 23, 2009, Workshop Minutes
February 4, 2009, Workshop Minutes

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

VIII. Old Agenda Items

01-09-02	Consider Reduction in Workforce, Public Works and Leisure Services
02-09-05	Consider Ordinance Amendment – Alcohol Licenses

IX. New Agenda Items

02-09-09	Public Hearing – Consider Step 1 Annexation of Hyde Property, 48 Acres
02-09-10	Consider 401/457 Investment Management & Account Administration
02-09-11	Consider Increases in Employee Health Care Contributions
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
02-09-13	Consider HVAC Maintenance Agreement for City Facilities
02-09-14	Consider Design Contract for HVAC Modification at Fire Station #82

X. Council/Staff Topics

XI. Executive Session

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

City Council of Peachtree City
WORKSHOP MINUTES
January 23, 2009
5:00 p.m.

The City Council of Peachtree City met in workshop session on Friday, January 23, 2009, at 5:01 p.m. Council Members in attendance were: Mayor Harold Logsdon, Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

The purpose of the workshop was to discuss the Line Creek signal and frontage road access to Planterra Way associated with the Line Creek commercial development on Highway 54 West.

Staff members attending were: City Manager Bernard McMullen, City Engineer Dave Borkowski, and Planning Assistant Tony Bernard. Harry Graham of LAI Consulting also attended.

Bernard went over the document timeline for SR 54 West. The Livable Centers Initiative (LCI) corridor study was completed in 2001, as were the overlay district and the design guidelines, which were updated in 2004. The study process included creating the Advisory Board, defining the study area, taking an inventory and analyzing the existing physical conditions within the study area, determining the goals and objectives, preparing the schematic master plan, ensuring the elements of the overall plan were achievable, and securing funding to implement the plan. The Advisory Board was composed of City staff, a Planning Commission representative, an Atlanta Regional Commission (ARC) representative, representatives from the Wynnmeade and Planterra Ridge homeowners associations (HOAs), property owner representatives (RAM, Cousins Properties, and others), and citizens. A copy of Bernard's PowerPoint presentation is included in the official meeting file.

Bernard continued that the area studied included everything on SR 54 from SR 74 west to the City limits, including 5,400 feet north of SR 54 and 1,500 feet south of SR 54. It encompassed approximately 1,535 acres, 1,790 dwelling units, and 3,741 residents. The goals and objectives included emphasizing alternate transportation opportunities (sidewalks, crosswalks, multi-use path connections to existing path network via bridges and tunnels), consistent transportation and circulation (reduction in curb cuts on SR 54, internal circulation, shared drives and parking areas), consistent land use and zoning patterns (establish mix of residential, retail and commercial land use and zoning designations), and enhanced aesthetics throughout study area (establish overlay district and detailed design guidelines, overall landscape and sidewalk master plan, signage).

The elements of the plan included integration of the multi-use path system with the remainder of the City; development of a secondary road system to assist with reducing traffic on SR 54; limiting vehicular traffic access to SR 54; improving inter-parcel access and easements; evaluating existing properties for redevelopment potential; exploring and promoting other forms of alternate transportation; developing architectural standards to guide future development (GA 54 West Design Guidelines); developing landscaping, site lighting and signage standards; and designing and implementing gateway features.

Bernard showed a copy of the schematic master plan, which showed the secondary (service/access roads) roads. On the north side of SR 54, Phase 1 would extend from MacDuff Parkway to the Wal-mart entrance, and Phase 2 would extend from the Wal-mart entrance to Huddleston Road. Both phases had been built. On the south side of SR 54, Phase 1 would extend from the former Days Inn (now the Shoppes at the Village Piazza) entrance to Planterra Way. This road could not be built due to deed restrictions on the Open Space site in between the Village Piazza and Line Creek retail sites. In the future, the plan was to extend the road from Planterra Way to Huddleston Road as part of re-development opportunities in the Huddleston Road area. Page 15 of the corridor study included the following statement, "Construction of this portion of the secondary road system would require acquisition of portions of existing developments which may preclude a connection at this time." Bernard read from page 16 of the corridor study, which read, "A new intersection with full turning movements and a traffic signal is recommended for the GA 54/Line Creek Drive intersection."

Bernard went over the re-development potential that had been discussed as part of the study, noting that the former Line Creek Baptist Church site was now Best Buy and PetSmart. The Days Inn and adjoining parcels were now the site of Shoppes at the Village Piazza, and the Line Creek Office Park was the location of the proposed Line Creek retail Center. The corner of SR 54/Huddleston Road had not been re-developed at this time. The tracts at the intersection included Golf Rider, Service Plus, GA 54 Storage, Torga Auto Sales Office, City property, and the Tennis Center. Page 17 of the Corridor Study read, "The parcels are controlled by various property owners, but could be combined to create a significant site for retail or commercial development at the intersection of GA 54 and Huddleston Road. Ultimately, the site could have access to the proposed secondary road extending from Planterra way to Huddleston road. The site is bordered to the west by Open Space zoning and to the south by existing Light Industrial zoning."

Graham discussed the project scope and definitions used in the study conducted by LAI. A copy of Graham's PowerPoint presentation is included in the official meeting file. The corridor was studied from MacDuff Parkway to Planterra Way, and the PM (afternoon) peak hours represented the heaviest traffic volume period of the day therefore creating the worst projected traffic conditions. He continued that the historical growth rate of traffic on SR 54 was three percent annually. The volumes looked at included the existing volume (August 2008 traffic), 2009 No-Build (2008 plus three percent growth and Shoppes at the Village Piazza volumes), and 2009 Build (2008 plus three percent growth, Shoppes at the Village Piazza volumes, and Line Creek retail center volumes). There were 708 total trips during the PM peak hour, including 227 pass-by trips, with a net of 481 new trips (231 enter, 250 exit). Line Creek retail center would only generate 481 net new trips to the roadway. Graham said all the analysis was done with the existing 150-second cycle length. Boone asked Graham if he was referring to synchronization of the lights when he talked about timing. Graham said he was, adding that he had driven the corridor twice that day and felt the timing could be improved. He said all the detectors had to function for the signals to work properly. Graham noted that Synchro Analysis was a computer modeling software used to analyze what happened on the roadway, and the model had to be calibrated ensuring that everything going on was included. The model had to represent the travel times a motorist experienced traveling from west on SR 54 from SR 74.

Graham continued that the distance from the MacDuff Parkway signal to Line Creek Drive was 782 feet, and the distance from Line Creek Drive to Planterra Way was 819 feet. The concerns for the Synchro Analysis included traffic backing up through the area, corridor level of service (LOS), travel time, queue lengths, delays, and the technical data analysis.

The existing LOS and travel time for eastbound traffic of LOS C, with a travel time of 74.9 seconds including stop time and an arterial speed of 18.1 miles per hour (mph). The LOS for westbound traffic was B, with a travel time of 42.2 seconds and an arterial speed of 25.5 mph.

The corridor LOS and travel time for the 2009 No-Build scenario was LOS D for eastbound traffic, with a travel time of 83.3 seconds including stop time and an arterial speed of 16.3 mph. The LOS for westbound traffic was C, with a travel time of 48.1 seconds and an arterial speed of 22.3 mph. The projected 2009 Build LOS and travel time was LOS D for eastbound, with a travel time of 86 seconds and an arterial speed of 15.8 mph. The westbound LOS was also D, with a travel time of 60.9 seconds and an arterial speed of 17.6 mph.

Graham explained the V/C ratio was the ratio of traffic volumes on a roadway versus the available capacity of the roadway. He continued that an average vehicle took up approximately 20 feet of queue space, measured front of vehicle to front of vehicle. The difference between the queue with the No-Build and Build scenarios was eight feet [562 feet (No-Build) and 570 feet (Build)]. The difference between the two scenarios for westbound traffic queues was 90 feet [1561 feet (No-Build) and 1471 feet (Build)]. Ninety feet was equal to 4.5 vehicles (2.25 vehicles per lane).

Graham continued with the corridor technical data analysis, noting that the existing LOS at MacDuff Parkway was A with an 8.7-second delay and a V/C ration of 0.82. At Line Creek Drive, the LOS was C for the northbound lane (20.6 seconds), the southbound lane (21.7 seconds), and the eastbound lane (20.5 seconds) with a V/C ration of 0.63. Planterra Way currently had an LOS of E with a 62.4-second delay and a V/C ratio of 1.52. The 2009 No-Build scenario would have a LOS of B (16.3 seconds) and a V/C ratio of 0.95. Line Creek Drive would remain unsignalized and the north and southbound lanes would have an LOS of E. with a delay of 36.3 seconds and 38.6 seconds respectively. The eastbound lane would have an LOS of D with a 25.8-second delay, while the westbound lane would have an LOS of B with a 12.5-second delay. The V/C ratio for the intersection would be 0.67. Planterra Way would have an LOS of F with an 88.3-second delay and a V/C ratio of 2.52. The 2009 Build with the signal at Line Creek Drive would have an LOS of B (19.8 seconds) with a V/C ratio of 1.02. Line Creek Drive would have an LOS of B (16.9-second delay) with the signal and a V/C ratio of 0.88. Planterra Way would have an LOS of F with a 72.9-second delay and a V/C ratio of 1.96.

Graham said LAI recommended the signal be installed at Line Creek Drive to improve the efficiency of the signal at Planterra Way, adding that additional improvements to SR 54/Planterra Way were limited due to the physical restraints of the area. He continued that the DOT controlled the signal timing on SR 54, and LAI recommended that the City request DOT to study the SR 54 corridor and improve the timing plans. He added that improving the timing plan for

SR 54 would cause a delay on the side streets, but those vehicles would be able to move along on SR 54 if the timing plan was improved.

Graham looked at the concerns about u-turns if Line Creek Drive were not signalized, adding that the Institute of Transportation Engineers (ITE) guidelines estimated the number of vehicle trips that would be generated by a proposed development. The trips were determined based on the type of land use and square footage, which was done regardless of the site design or access. The estimate for MacDuff Parkway was 223 u-turns with a delay of 290.3 seconds and 178 u-turns at Planterra Way with a delay of 684.9 seconds.

Graham noted that part of the issue on SR 54 was because the signals were not all on the same cycle. As for the synchro analysis, the model had to be calibrated based on what was on the roadway. He noted that part of the delay on the road was due to the split signal delay, stopping some movements so others could go, at the SR 54/Planterra Way light. He continued that DOT had the ability to improve the timing of the signals, noting that the signals at SR 54/SR 74 were running on default timing.

Graham answered questions from many the residents attending the meeting, who were not asked to identify themselves.

Graham was asked why the light at SR54/SR 74 was on default timing. Graham said that, if the sensors were not working properly, every movement had to be serviced. The work on the roadway probably affected the timing. It was not a malfunction. It was operating per the DOT desires, but the signal could not operate at its maximum efficiency on default timing. The timing was only as good as the day the data was taken.

Graham was asked what part of August the data on SR 54 West was collected. Graham said it was taken in late August, adding that data was always taken when schools were in session. It was also taken two to three weeks after school started so the traffic would have acclimated. Graham was asked his opinion of the current timing on the corridor. Graham said it was bad.

Graham was asked if it was the City's responsibility to notify DOT regarding the timing of the signals. Plunkett answered that it was the City's responsibility to notify DOT, but DOT charged a substantial amount to do the work. Council needed to ensure that the work on SR 74 was complete, then ask GDOT to synchronize the signals. She added that the lights on SR 54 to Fayetteville were also messed up. Graham added that DOT needed to do a traffic study, then work on a plan. As technology improved, the sensors would collect the data for them, and the costs would do down. The light at Line Creek Drive would have all the latest technology, but would have to operate at a slower speed to coordinate with the signals already in place.

Haddix noted that on January 15 Graham had agreed that traffic was affected all the way to SR 54/Flat Creek Road. Haddix continued that synchronizing the main corridor would increase times on side streets, so Planterra Way would lose a little time. He said there were also no numbers projecting the impact of a completed service road and its effects on Planterra Way. Graham said that possibility was not included in their study.

A question was asked regarding whether the models used for the signal timing included golf cart traffic. Graham said that golf carts did not have any protected operations at SR 54/Planterra, which was typically included in the "walk, don't walk" movement, and that movement was incorporated into the Line Creek Drive signal.

Plunkett asked if, once the tunnels under the state highways were completed, the golf carts would still be allowed to cross over SR 54. McMullen said the carts could cross a state highway as long as the City had authorization from DOT. Part of the authorization process included the City presenting a plan, including striping, to the state. Staff was working on a recommendation for at-grade crossings that would be presented at Council's Retreat, then forwarded to the state for authorization.

There was question regarding what a signal at Line Creek Drive/SR54 would for traffic in the corridor. Graham said it would provide safe access to Line Creek Drive and the retail center, and it would help stage the traffic as it traveled through the corridor, which would help improve things at Planterra Way.

Someone asked if the assumptions regarding the traffic included the service roads. Graham said they did not.

A Planterra resident noted that she could not make a right turn onto SR 54 during the morning peak hours due to the back up of traffic at the signal at Huddleston Road/SR 54. The Planterra Way signal only turned green for those making a left turn or going across SR 54. She was concerned that an additional light would make it more difficult to get out of the subdivision. If the traffic were able to move through all the lights on SR 54, then those needing to make a right turn onto SR 54 would have even more problems. Graham answered that, when it turned red, a light at Line Creek Drive would provide another gap opportunity for the right turn at Planterra Way. There were no loops or sensors placed in the right turn lane, which was substandard. DOT could put those devices in if residents wanted them. The resident noted that the problem with making the right turn was that traffic was backed up from the Huddleston Road light, which kept drivers on Planterra Way from making the right turn. Graham said that, if the back-up from Huddleston Road was causing the problem, the Line Creek light would not help. As a consultant for Line Creek, he did not have the ability to solve the problem with the Huddleston light. Graham said the ability was there to work on those issues.

Boone asked if a right-turn lane loop could be synched the same as the left-turn light out of Planterra Way, so the light would work whether there was a car in the right-turn lane or left-turn lane. Graham said it could be done, but there would still be a problem with the Huddleston light. Plunkett said that, once the lights in the corridor were synchronized, they should not have the same amount of back-up. Graham said people were no longer using the alternate routes that had used, and now the traffic on SR 54 was similar to what was experienced when it was only two lanes. LAI's design would include an analysis of what they saw happening on the roadway. Plunkett said the traffic was not going to get better; they were just trying to make it less bad.

Someone asked if the studies showed that enough people from Planterra would use a service road that connected to Huddleston Road or vice versa. Graham said that was done as part of the LCI study, and he had no information on that. McMullen said the secondary road from Planterra Way to Huddleston Road, per the LCI study, would be considered if the area along Huddleston Road was redeveloped, but the road was not in the City's transportation program. Someone asked who would pay for the service road, and the necessary land acquisition, if it was built. Graham noted that the Line Creek retail center site sat in the middle of the area along SR 54. The developer was trying to ensure that they adhered to any master plan or desires of the City, and their plan would incorporate the features necessary for a service road to be put in place in the future. McMullen said the master plan had been presented to the developer of the commercial center, and the City had required the layout of the development to accommodate a service road to Planterra Way and to Shoppes at the Piazza. McMullen reiterated that currently there were no plans or programs in place to acquire any land for a road that would go from MacDuff Parkway to Huddleston Road.

There was a question regarding the cart paths, bridges, and tunnels that need to be completed in the area. Plunkett said they hoped to have the bridge access completed by October. A resident said that the service road on the south side of the highway looked like it was running through parking lots, where there was an actual road between Wal-mart and MacDuff Parkway.

A resident said that, if there was an advantage to Planterra to have an escape route to another light, it meant shoppers could come to Planterra Way to escape, too. Logsdon said he had looked at the studies. There would always be cut-through traffic in Planterra, and the speed bumps had discouraged a lot of that traffic. If a quality commercial development was built, the Planterra residents would also want to access it. He would yield to the desires of Planterra. No matter what was done, there would be traffic. The City needed traffic to flow the best it could, and the City needed to get the best development it could before the Class A shops went to Fischer's Crossing. The City needed the sales tax dollars to stay in Fayette County. There was almost no undeveloped retail space left in the City; everything else was redevelopment. The problem was not the Line Creek signal. Haddix questioned whether Coweta County residents would come to the City to shop.

Graham said he was available to answer any questions.

Council would vote on the application for the Line Creek signal at the February 5 meeting. There being no further business to discuss, the meeting adjourned at 6:30 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City Council of Peachtree City
Workshop
Minutes of Meeting
February 4, 2009
6:30 p.m.

The City Council of Peachtree City met in workshop session on Friday, January 23, 2009, at 5:01 p.m. Council Members in attendance were: Mayor Harold Logsdon, Don Haddix, Cyndi Plunkett, and Doug Sturbaum. Steve Boone was out of town and unable to attend.

The purpose of the workshop was to discuss the Tinsley Mill and Flat Creek Villas flood mitigation projects.

Staff members attending were: City Manager Bernard McMullen, City Attorney Ted Meeker, City Engineer Dave Borkowski, and Stormwater Manager Mark Caspar. Richard Greuel of Integrated Science & Engineering (ISE) also attended.

A copy of the PowerPoint presentation is included in the official meeting file.

Caspar gave a brief overview of the Tinsley Mill Village (TMV) project, which began on April 18, 2008, when Council accepted the Flood Mitigation Assistance (FMA) grant. The City and TMV had filed jointly for the grant from the Georgia Emergency Management Agency (GEMA), and the agreement between the City and GEMA was signed on April 18, 2008. A municipality had to file and administer the grant. The TMV homeowners association (HOA) gave a letter of credit to the City on April 9, 2008, for the design portion of the project, which expired on April 9, 2009. Their share of the grant was 25%. The City filed for the grant with the understanding that the TMV would cover its cost through the HOA assessment. The City's only cost was to be the administration of the grant. Since that time, the design of the TMV project had been substantially completed. The City had also been working to complete the design of the Flat Creek Villas (FCV) project and determined that the two projects were co-dependent. One could not be done without the other.

Greuel showed the areas of concern on an aerial photo. He noted that both projects started with TMV, with the bulk of the flooding came down the Cherry Creek branch, with another component coming across Flat Creek Road. He showed the path of the drainage through the areas. He continued that they had realized a two-pronged approach was needed. The TMV project included building up a small berm that was in place to keep the water in the channel and installing two 10-feet wide, five-foot high culverts under the interior road in TMV. To deal with the water from Flat Creek Road, they proposed a new channel to move the water and a new culvert. If the TMV project were done, there would still be flooding from Flat Creek Road to FCV because the culvert on Flat Creek Road did not function well. The tennis courts at TMV would have to be removed, and that area would look like a cove of the lake.

Haddix noted that his subdivision was across Flat Creek Road from FCV. There was a detention pond that functioned nicely with a stormwater ditch that went from Aberdeen Shopping Center that was a dead end at a bank at Flat Creek Road. The ditch also needed to be addressed. Caspar said replacing the culvert under Flat Creek Road with two 48-inch culverts would address that flooding issue. Greuel said the assumption for the design had been that improvements were needed across Flat Creek Road to allow the water to get to the ditch unimpeded. Caspar added that the flooding started because of the back-up at the road, and the larger culverts would help keep the road from flooding. Currently, the road acted as a dam. McMullen added that the FCV project would be funded by Peachtree City Stormwater Utility (PTCSWU) funds.

Caspar continued that, on December 9, 2008, TMV informed staff that they would not be able to cover the 25% match they had agreed to provide. Tinsley Mill had only been able to collect $40,000 of the $95,000 that the residents had been assessed for the design and permitting, which was only 18% of the amount needed for the total project match, approximately $230,000. Caspar added the TMV had asked the City to help with the funding they needed for the 25%, another $190,000.

Caspar said staff had looked at possible options, including a Special Assessment District (SAD) to help with the funding. The City could finance the project through a revenue bond over a longer term via the PTCSWU. If the PTCSWU backed the bond, a referendum would not be needed. With an SAD, the cost to each TMV resident would be $30 per month (not including bond closings and interest) for 20 years. Additional funds would be needed for maintenance. Both charges would be put on the PTCSWU bill, but the maintenance charges would continue in perpetuity. Liens could be used if payments were not received. The City would have to take over the easements in the project areas. Changes would be required in the PTCSWU Extent of Service, which prohibited the use of City funds on private property, and the drainage ordinance. The City would also have the burden of collection for unpaid stormwater bills. Caspar added that staff's biggest concern was setting a precedent for the City accepting maintenance in a privately-held development. He had already received phone calls from other areas about the possibility. Industrial and commercial properties could ask for the same thing.

Plunkett asked if any resident could give the City an easement to their property. Caspar said only if the City accepted it. Borkowski clarified that, according to the City ordinance and the Extent of Service, the City could only accept easements for residential detention ponds.

Caspar noted that staff had also considered other options. Tinsley Mill had collected $40,000 and only needed another $24,000 for the 25% match of the design and permitting, which had not started yet because staff did not want to use any more of the TMV's funds without a decision on where to go. That would leave $16,000 to put towards TMV's 25% of the construction costs. It would cost another $150,000 for TMV to match the 25% of the current construction estimate. Staff could proceed with permitting, since it would give TMV six months to re-evaluate their ability to collect the proper assessments. If TMV was unable to collect the funds, they could pull out at the end of the permitting stage, prior to bidding the project.

Caspar continued that, if the project were funded, there was the potential, not a guarantee, to reduce the floodplain in the area in accordance with the Federal Emergency Management Agency (FEMA), which could result in a reduction in flood insurance. The Conditional Letter of Map Revision (CLOMR) would need FEMA approval, and variances would be needed from the

City and the state for the state water buffers. The City would also need a guarantee of easements from TMV and FCV for both projects. Environmental permitting would be needed. Borkowski added, even if the City got the CLOMR and all the units were taken out of the floodplain on the official maps, the individual mortgage and insurance companies had the final say so on any reduction in costs to the homeowners. The goal had been to reduce the flooding in TMV, not to reduce the flood insurance costs.

Caspar said if the TMV project were abandoned, the 75% match for the FMA grant could have to be reimbursed to the Georgia Emergency Management Agency (GEMA). The FCV project would also have to be cancelled because of the co-dependency issues. This was the second grant for the project. The first grant was cancelled because the concept was not feasible. A third grant would be unlikely should matching funds become available in the future. There would be no flood mitigation.

Caspar said staff recommended against an SAD, because it would set a precedent, change the Extent of Service, require more projects be added for a bond, and the PTCSWU rates would increase City-wide because they could not support another bond. The City needed a full financial commitment for the FEMA grant matching fund from TMV before proceeding with additional work. The City should also get a commitment from TMV and FCV for all required easements for both projects.

A TMV resident asked if the PTCSWU could help pay some of the cost of the TMV project due to the current economic conditions. She said it was difficult enough to come up with the money.

Caspar said that, according to staff's research, the SAD would have to be a bonded project over a 20-year period instead of the original two-year period. The City would have to take over the easements in a private subdivision, which would increase the stormwater bill. Eight of the 50 homes in TMV flooded depending on the intensity of the storm. He added that the PTCSWU Extent of Service prohibited use of City funds on private property.

Plunkett asked if a resident could dedicate a portion of their property to the City. Borkowski said that the City was only supposed to accept easements for detention ponds.

A resident said he never had gotten flood insurance. The residents said it would be very discouraging to go through the process and not be taken out of the flood plain. Borkowski said that, even if the City got the CLOMR, the final decision on reducing the cost of flood insurance was up to the insurance companies. The goal of the projects was to reduce flooding. Greuel noted that the flooding at TMV started a year or two after construction was completed, and that pre-dated the National Flood Insurance Program.

McMullen pointed out that the City would not need an easement for stormwater infrastructure. If there was a stormwater easement, then the City assumed maintenance for the easement. Meeker added that, under the original concept, the City would not have needed easements. The City only needed easements for an SAD.

McMullen said that bottom line was that the TMV residents could not raise the money for their portion of the match and had asked the City to assist. The way the City could do it was via an SAD, but staff did not recommend that. There were other groups waiting for the City to set such a precedent. Another $200,000 was needed to complete the project.

Ben Rodriguez, president of the FCV homeowners association, explained the problem for FCV's if the TMV project was not done. He said FCV was caught in the middle. Tinsley Mill had an obstructed pipe under an internal road, which impeded the flow of water and caused everything to back up. There was run-off from properties located upstream. He said the order of construction of that part of the City was important. Tinsley Mill was built first, followed by FCV, then everything else. Nothing was done during the growth to handle the water. It was extremely difficult to agree with any proposal that penalized FCV. Their homeowners were expected to give up a prime piece of their land for a project that would help everyone else. He noted that the proposed swale would flow through an open area on FCV property to Lake Peachtree all because the subdivisions all around them did not absorb their own run-off, but dumped it out on them. He said that could be remedied by cleaning out or enlarging the existing retention ponds, reducing the water that drained to FCV and TMV, and by replacing the culverts so the water could flow. Logsdon clarified that Rodriguez was suggesting the City work upstream on issues. Rodriguez said he was not suggesting stopping the flow of water, but reducing it by ensuring the infrastructure in place worked properly. Haddix said it could not be done in Dover Square since the detention pond and ditch filled completely. Retaining more water there increased flooding for Dover Square and the Arbors. The City property in that area was surrounded by private property, so there was nowhere to expand. Rodriguez said that, if one place could not be done, then look at the other areas. Haddix said the problem was that everything accumulated at one key point, then flooded across the street. Rodriguez said it would help if the TMV pipe were cleared. Dick Eskew, TMV's HOA representative, said the pipe was actually open, but it drained to the creek at a level that was almost equal to the creek. When the water in the creek rose, it was higher than the pipe. The original design was not adequate.

Eskew told Council TMV would not be able to raise the money. While most of the people were responsible and wanted to do the right thing, there were owners who did not pay their regular fees. They wanted to do the project. They had tried to look at additional financing, but banks could not help right now. Another TMV resident noted that they had started working on the project four years ago. Since then, the cost had quadrupled and the times were bad.

McMullen said the issue was that, if the FCV project were attempted, they could not lower the elevation of the swales. The sanitary sewer lines were not shown on the aerials, and they were a determining factor in how low the swales could go. Building the swales could make the situation worse, and the City could not do that. Staff's position was that both had to be done, not one or the other. As for the option to look upstream for improvements, it would be very difficult to find the land to detain the water and stop the flooding due to the heavy development of the area.

A resident asked why all the neighborhoods could not be taxed if the project would benefit others. It seemed as though a lot of people would benefit, but only TMV was providing funding. Another resident agreed, saying that TMV and FCV were there first, and the City had allowed the other neighborhoods, then the City had added the water over the years. Another FCV resident noted how their property values would be affected by having the swale go through the scenic portion of their property.

McMullen said that he had not expected to have an answer at the meeting, but staff wanted everyone to know the status. Staff did not recommend an SAD. There were limited other options for FCV. Staff did not see a high probability of solving the problems upstream, but would look at it. Plunkett suggested that everything be done by April 9. Caspar said the grant expired in September. Greuel said that there could be an extension if there was a show of good faith.

Logsdon said the City would do more work. He directed staff to look upstream and explore all the options, then get back to Council. Another meeting would be held to share what was learned. For now, they were at a loss for a solution.

There being no further business to discuss, the meeting adjourned at 7:54 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager

FROM: Paul J. Salvatore, Financial Services Director P.S.
Janet I. Camburn, Assistant Finance Director

DATE: February 12, 2009

SUBJECT: Budget Amendments – **Fiscal Year 2009**

February 19, 2009, City Council Consent Agenda

Recommendation:

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

Discussion:

Attached please find budget amendments 09-029 through 09-031 for fiscal year 2009 submitted for your approval. Budget amendment 09-029 increases budgeted expenditures in the General Fund and is due to the fact that this amount of $5,000 was deducted twice in the process of reducing the 2009 budget for repairs and maintenance to the Tennis Center and Amphitheater buildings. Budget amendment 09-030 increases budgeted expenditures in the General Fund and then transfers the amount of $28,000 to the 2009 PIP Fund. This amount was inadvertently missed with the request for carryover made in October 2008. These 2008 unspent funds are to provide necessary upgrades to the City's financial software system in fiscal year 2009. Budget amendment 09-031 increases both budgeted revenues and expenditures in the General Fund in the amount of $2,000 for the Books on Loan Program that is being funded by the Fayette County Board of Education.

Budget Impact:

The budget amendments increase expenditures in the General Fund by a total of $35,000 in fiscal year 2009. At total of $33,000 is off-set by surplus carryover and $2,000 is off-set by a donation already received from the Fayette County Board of Education. The second amendment also increases both revenue and expenditures in the PIP Fund by $28,000, through a transfer from the General Fund.

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

Thank you for your attention to this matter.

Attachment

JIC/BUDGET AMENDMENTS – FY 09 – 2/19/2009

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-029

DATE February 19, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-6110-52-2251	xxx	Repairs & Maintenance - TA Bldgs	5,000	
100-00-38-9025	xxx	Surplus Carryover	5,000	
		TOTAL	$ 10,000	$ -

To amend the 2009 budget for an amount deducted twice in the process of reducing the 2009 budget for repairs and maintenance to the Tennis Center and Amphitheater.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-030

DATE February 19, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-1505-57-9142	xxx	Contingency - Information System	28,000	
100-00-38-9025	xxx	Surplus Carryover	28,000	
100-1505-61-1359	xxx	Transfer to 2009 PIP Fund	28,000	
100-1505-57-9142	xxx	Contingency - Information System		28,000
359-00-39-1110	xxx	Transfer from General Fund	28,000	
359-1511-54-0052	xxx	Governmental Software Upgrade	28,000	
		TOTAL	$ 140,000	$ 28,000

To amended the 2009 budget for $28,000 that was inadvertently missed with the request for carryforwards made in October 2008 to City Council. These 2008 unspent funds are to provide necessary upgrades to the City's financial software system in fiscal year 2009.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-031

DATE February 19, 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-34-2102	xxx	Donations	2,000	
100-6510-53-1401	xxx	Books on Loan Program	2,000	
		TOTAL	$ 4,000	$ -

To amend the 2009 budget to recognize a donation from the Fayette County Board of Education for the Books on Loan Program.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager Bernard McMullen

FROM: Paul J. Salvatore, Financial Services Director P.S. jc
Janet I. Camburn, Assistant Finance Director jc

DATE: February 12, 2009

SUBJECT: CAR 7-3 Credit Card Policy Updates

February 19, 2009, City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached changes to the City's credit card policy.

Discussion:

On October 16, 2008, City Council approved CAR 7-3, a credit card policy for the City. Since that approval, the City has taken on responsibility for the Amphitheater. With this responsibility, the Amphitheater has a need for a credit card for unexpected expenses, including meals for performers, surrounding a "performance event." Attached are changes to CAR 7-3 to authorize additional uses of a credit card assigned to the Amphitheater Manager.

Budget Impact:

There is no budget impact for these recommended changes to CAR 7-3.

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

Thank you for your attention to this matter.

Attachment

JIC/CAR 7-3 – CREDIT CARD POLICY

OPR: Finance
7/31/08

I. PURPOSE

The purpose of this policy is to define the City of Peachtree City's Credit Card Program (Program) and establish minimum standards for Program management, credit card possession and use. This policy is not intended to replace current State of Georgia statutes, State Credit Division guidelines, Executive Orders or City of Peachtree City ordinances.

The purpose of the Program is to establish a method to purchase goods and services that cannot be made through the normal purchasing procedures. The Program was designed to streamline payment procedures and reduce the administrative burden associated with special purchases, travel reservations, summer camp programs and miscellaneous Amphitheater "performance-event" expenses. The Program is not intended to be a discretionary alternative to normal purchasing procedures.

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The use of the bank-issued credit cards, as approved by the Finance Department, is the only major credit card authorized for use by the City of Peachtree City hereinafter referred to as "The City". All approved City of Peachtree City business purchases made with the credit card and paid for with City of Peachtree City funds are exempt from Sales and Use Tax as defined by the Official Code of Georgia (O.C.G.A.) § 48-8-3(1).

At no time should the credit card be used for personal purchases regardless of the circumstance. Utilizing the credit card for personal use may result in disciplinary action, including termination from city employment with possible criminal charges filed against violators of this policy.

The primary benefits of the Credit Card system for departmental users are:

- Purchase of goods and services that cannot be made through normal purchasing procedures
- Travel - The card may only be used for travel/ training registration, hotel reservations and airline ticket purchases and only after receiving written pre-approval from the City Manager. A travel authorization form must be approved for each individual before any reservations can be made or expenses incurred.
- Summer Camp Programs

- Amphitheater "Performance-Event" Expenses

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- Purchases that can only be transacted online

- At the discretion of the Director or Chief, departmental emergencies or other urgent matters that could not be conducted during normal business hours or need to be purchased immediately, not to exceed 2 such transactions per month. (Summer Camp Programs and miscellaneous expenses for Amphitheater Performance Events are not subject to this limitation due to the nature of the activities being conducted).

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The Financial Services Director and Assistant Finance Director will jointly administer the Credit Card program and will act as the liaison between the departments, vendors and the credit card company.

Program Overview

- Credit Cards will be issued to limited, selected City employees only.
- The employee's name must be embossed on the card.
- Credit Cards will not be transferable between individuals or departments.
- Employee's immediate supervisor and Division Director or Chief must approve the request for a card. The City Manager or his designee will make the final decision on obtaining an individual credit card.
- Cardholders make purchases (using established guidelines from CAR 7-1) and receive a monthly Cardholder statement from the credit card company; individual invoices/receipts are to be maintained by the Cardholder until the statement is received.
- Cardholder matches receipts to monthly statement, reviews, verifies and forwards to their immediate supervisor and/or Division Director or Chief.
- The Division Director or Chief must note the actual receipt date of the statement; and ensure that:
    - Supporting documentation of purchases is complete and is attached to the Cardholder statements;
    - The Cardholder has entered descriptions of the items purchased on the charge slips or the statement;
    - The items purchased were authorized, received the necessary clearances prior to purchase, and were otherwise appropriate and documented with the business purpose
    - Division Director or Chief is responsible for ensuring that the original statement with attached original itemized receipts/business purpose documentation are forwarded timely each billing cycle to Accounts Payable

II. CARDHOLDER RESPONSIBILITIES

Issuance of a Credit Card is a relationship of trust between Cardholders, Divisions/Departments and the City. The Division of Finance has the responsibility to provide quality service and information to Division Directors/Chiefs, and Cardholders. Cardholders' responsibilities are outlined below.

Before using the Credit Card, determine if it is the appropriate purchasing method. Generally the Credit Card can be used for special purchases up to a maximum amount of $5,000.00. There are a number of exceptions for the specific types of goods and services that can be purchased using the Credit Card. For a complete list of this exception, please see *Unauthorized Purchase – Page 3.*

- The Credit Card shall be used strictly for City of Peachtree City business. **No personal use of the card is allowed.**

- Only the approved Cardholder shall use the Credit Card. The card is not transferable between employees.

- Cardholders **shall not** receive cash back for any refunds or exchanges. Refunds or exchanges must be credited to the Credit Card account.

- The Credit Card may be used in person, via mail, telephone, fax or Internet purchases.

- Cardholders shall tell suppliers that they will be paying with the Credit Card (Visa) and state that the City of Peachtree City is exempt from Georgia sales tax. The Financial Services Director or the Assistant Finance Director can provide a copy of the State Exception Certificate in the event that a supplier requires a hardcopy. This certificate can be presented in person or faxed to the supplier.

- Cardholders shall **retain copies of original itemized receipts** and related documents and attach each month to their Cardholder Statement. This documentation may be required for auditing purposes by the IRS, City Auditors, and/or other agencies that require auditing of City expenditures.

- Cardholders shall forward receipts with the appropriate Payment Request Form and Bankcard statement to their immediate supervisor and/or Division Director or Chief.

- Division Directors or Chiefs will be responsible for retrieving cards from employees who leave the City of Peachtree City, change departments, or move to a job in which they will no longer require a Credit Card. The Division Director or Chief will forward the card to the Financial Services Director indicating department name, Cardholder name, Cardholder account number and the reason for canceling the account.

- Cardholder shall report lost or stolen cards immediately to their Division Director or Chief and the Financial Services Director or his designee. Cardholder shall immediately report a loss or theft to the credit card company and to the Finance Department.

- The Credit Card shall always be treated with *at least* the same level of care Cardholders treat their own personal credit cards. Cardholders shall keep the Credit Card in a secure location and guard the Credit Card account number carefully. City credit cards should not generally be carried with the employee but only when being used for a specific purpose.

The Cardholder is responsible for ensuring the Credit Card is used within the guidelines as stated in this Credit Card Policy as well as their Division Policies and Procedures relating to the expenditure of Divisional Funds. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to his/her immediate supervisor and Division Director or Chief and further disciplinary measures that may include termination.

While Credit Cards offer a wonderful method of payment, if they are not paid in full and on time, they can easily turn into debt.

III. UNAUTHORIZED PURCHASES

The Credit Card SHALL NOT be used to purchase the following items:

- Cash Advances;

- Meals, food items, snacks UNLESS the meal is in the course of hosting a gathering or meeting that may be excludable if the expenses are ordinary and necessary and meet the following requirements (Per IRS guidelines):

    - The main purpose of the combined business and meal is the active conduct of business, and
    - Business is actually conducted during the meal period, and
    - There is more than a general expectation of deriving some specific business benefit at some future time.

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- The City will generally reimburse the Directors or Chiefs for meals purchased in association with City business meetings either within or outside Fayette County, if the substantial purpose of the combined business and meal is to conduct City business. These reimbursements are not considered taxable benefits and are therefore not subject to withholding taxes. **Itemized** meal receipts are required for reimbursement.

- Alcohol;

- Gift Cards;

- Goods and Services available through the City's Annual Contracts;

- Supplies and materials that are available through other required purchasing mechanisms or other vendors with existing credit/charge accounts with the City of Peachtree City. (Home Depot, Publix, Kroger, Wal-Mart, Best Buy, Radio Shack, Gil Roy's', Smith and Davis, Staples, Office Depot, Miles Ace Hardware, Lowes, Georgian Park Car Wash, County Auto Parts, Kauffman Tire, K-Mart)

- Bonds and Capital Improvement Expenditures;

- Capital Equipment – Capital Equipment is any unit of equipment with a unit cost of more than $5,000 or more and useful life of one year or longer;

- Computer/Media Equipment, Supplies, and Accessories normally approved and purchased through the Information Technology Department - These items must be restricted in order to ensure City-wide Hardware/Software standardization and compatibility;

Deleted:

- Professional Services - Architectural/Engineering, Legal or other state-certified professional;

- Storeroom Supplies available through the City Store;

- Telecommunications Equipment and Internet Services;

- Subscriptions and Publications – These items must be submitted on a purchase requisition

Disallowed charges or charges not properly identified, late fees and other service charges will be paid by the employee before the charge card billing is due. Failure to do so will render the employee personally liable where the City shall have a prior lien against and a right to withhold any and all funds payable or to become payable to the employee up to the unpaid amount plus interest and/or fees at the rate charged by the bank that issued the cost. Employees shall not use the credit card if any disallowed charges are outstanding.

The act of obtaining a City Credit Card does not indicate pre-approval of expenditures/expenses

IV. ALLOWED PURCHASES

- Purchase of goods and services that cannot be made through normal purchasing procedures
- Emergency City vehicle repairs
- Travel - The card may only be used for travel/ training registration, hotel reservations and airline ticket purchases and only after receiving written pre-approval from the City Manager. A travel authorization form must be approved for each individual before any reservations can be made or expenses incurred
- Summer Camp Programs
- Amphitheater activities and purchases associated with performances or requirements of the performers contract (which may include meals) that are required on the day of (day immediately preceding and day immediately following the performance are also allowed) the performance
- Purchases that can only be transacted online
- At the discretion of the Director or Chief, departmental emergencies or other urgent matters that could not be conducted during normal business hours or need to be purchased immediately, not to exceed 2 such transactions per month. (Summer Camp Programs and Amphitheater Performance Events are not subject to this limitation due to the nature of the activities being conducted).

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V. DIVISION DIRECTOR OR CHIEF RESPONSIBILITY

Each Division Director or Chief will be the Credit Card requesting designee and The Division Director or Chief must receive training before any employees in the department may receive a Credit Card. Responsibilities include:

- Reviewing vendor receipts attached to the Cardholder statements and verifying against the Credit Card Statement.

- Ensure that the Financial Services Director or his designee has been informed of any disputes with a vendor that cannot be immediately resolved by the Cardholder. Unresolved matters should be reported and/or resolved within 3 business days of the dispute.

- Notifying Financial Services Director of lost or stolen cards.

- Requesting that the Financial Services Director cancel a Cardholder's card (e.g. terminated employees, transferring department, loss of Credit card privileges) as approved by Division Director.

- Collecting canceled cards from Cardholders and forwarding to the Financial Services Director

- Contacting the Finance Department to assist Cardholder with erroneous declines and emergency transactions.

- The Division Director or Chief will review and verify for each Cardholder, vendor receipts, packing tickets, and charge slips. They will be responsible for submitting the Summary of Credit Card Charges to the Financial Services Director on a monthly basis and submitting any Credit Card Dispute Forms and Credit Card Missing Receipt Forms to the Financial Services Director when the occasion for these forms arises.

VI. <u>FINANCIAL SERVICES DIRECTOR RESPONSIBILITIES</u>

The Financial Services Director (or his/her designee) will be responsible for the over-all Credit Card Program. The responsibilities include:

- Organization liaison with the credit card company

- Reviewing Department approved applications for completeness of required information

- Submitting completed applications to Credit Card company

- Training Division Director or Chiefs prior to approving Credit Card application

- Training Cardholder in conjunction with approving Credit Card application

- Having Cardholder sign Cardholder Agreement (Form PUR 7-7), signifying agreement with the terms of the Credit Card Program

- Handling disputes charges/discrepancies not immediately resolved by Cardholder or Division Director or Chief

- Securing revoked Credit Cards and submitting information to the credit card company

- Receiving and reviewing monthly credit card statement and attached receipts

- Preparing bill for payment and submitting to accounting for payment.

- Reviewing usage of Credit Card data for appropriateness.

- Ensuring that lost or stolen cards have been blocked by the credit card company

- Assisting the Division Director or Chief with erroneous declines and emergency transactions

- The Financial Services Director (and/or his designee) is also required to close an account if a Cardholder:

  - Transfers to a different department

  - Moves to a new job in which a Credit Card is not required

  - Terminates employment

  - For any of the following reasons which will also subject the Cardholder to disciplinary action in accordance with City Policies and Procedures relating to disciplinary action and termination for cause:

    - The Credit Card is used for personal or unauthorized purposes.
    - The Credit Card is used to purchase goods and services that can be made through normal purchasing procedures or petty cash.
    - The Credit Card is used to purchase alcoholic beverages or any substance, material or service, which violates policy, law or regulation pertaining to the City.
    - The Cardholder allows the card to be used by another individual.
    - The Cardholder fails to provide Division Director or Chief with required receipts.
    - The Cardholder fails to provide, when requested, information about any specific purchase.
    - The Cardholder does not adhere to all the Credit Card policies and procedures.

VII. AUDIT PROCEDURES

Cardholder's Responsibilities:

- Reconcile vendor receipts to their statement

- Submit vendor receipts and Payment Request Form to Division Director or Chief. If the order is a telephone/fax order, Cardholder should supply a shipping ticket or copy of order blank or description of the items ordered.

Division Director or Chief's Responsibilities:

- Review and approve Cardholder receipts and statements.

- Retain and forward all receipts and vouchers for audit and payment to accounts payable. Receipts for purchases are required by law to be maintained for 7 years for audit by IRS, external auditors and state agencies

Financial Services Director Responsibilities:

- Make periodic audits of card use and charges for appropriateness. Areas to be monitored include, but not limited to compliance with Credit Card regulations and compliance with City ordinances. Non-use of card by Cardholders will also be monitored.

VIII. RESOLVING DISPUTES AND BILLING ERRORS

The Cardholder is responsible for contacting the vendor to resolve any disputed charges or billing errors. If the matter is not resolved with the vendor, the Cardholder/Division Director or Chief should:

- Contact the credit card company directly for assistance or report the issue immediately to the Finance Department.
- Send or fax the dispute form to the Finance Department to document the reason for the dispute. The Finance Department will have these forms on hand.
- Contact the Division Director or Chief/Financial Services Director or his designee for assistance if an acceptable resolution is not immediately obtained.

APPROVED:
Mayor & Council Members
City Manager
Financial Services Director

CITY OF PEACHTREE CITY
CREDIT CARDHOLDER AGREEMENT

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I, ______________________________, agree to the following regarding my use of the City of Peachtree City Credit Card:

1. I understand that under no circumstances will I use the Credit Card to make personal or non-work related purchases, either for myself or for others. A personal or non-work related purchase with the intent to reimburse the City is unacceptable and shall be considered a fraudulent purchase.

2. I understand that I will not request or receive cash from suppliers as a result of exchanges or returns.

3. I understand that I am the only individual authorized to use the Credit Card assigned to me. It is not transferable to any other individual.

4. I understand that the City of Peachtree City can terminate my right to use the Credit Card at any time for any reason. I agree to return the card to my Division Director or Chief immediately upon request from the Credit Department, upon my transfer to another department, or upon my termination of employment.

5. I will follow the established procedures for using the Credit Card. Failure to do so may result in either revocation of my user privileges or other possible disciplinary actions, up to and including termination of employment.

6. I have reviewed the Credit Card User's Manual and understand the procedures and requirements for using the Credit Card. I understand that I cannot use the Credit Card for those goods and services listed within the "Unauthorized Purchases" section of the Credit Card User's manual.

7. I agree that should I willfully violate the terms of this Agreement and use the Credit Card for personal use or gain that I will surrender my Credit Card and reimburse City of Peachtree City for all incurred charges and any fees related to the collection of those charges. I understand that I can be held personally liable to the City of Peachtree City for any unauthorized purchases or other misuse.

______________________	______________________
Cardholder Name (Print)	Credit Card Account Number
______________________	______________________
Cardholder Signature	Credit Card Credit Agent Signature
______________________	______________________
Social Security Number	Date

Department ______________________________

Form PUR 7-7

CITY OF PEACHTREE CITY
CREDIT CARD MISSING RECEIPT FORM

I, ______________________________, have either not received or misplaced a Credit Card receipt totaling $__________. This expense was on behalf of the City of Peachtree City. This form is submitted in lieu of the original receipt.

Reference Number: ______________________________ Date: ____________

Supplier Name: ______________________________ Amount: $__________

Supplier Address & Telephone number: ____

Items purchased: (1) ______________________________

(2) ______________________________

(3) ______________________________

(4) ______________________________

(5) ______________________________

(6) ______________________________

I certify that the amounts shown above were expended for the City of Peachtree City business purposes.

____
Cardholder Signature Date

____
Division Director or Chief Signature Date

____
Director Signature Date

Form PUR 7-10

CITY OF PEACHTREE CITY
CREDIT CARD DISPUTE FORM

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Name (Please Print) ____________________ Credit Card Account Number ____________________

Statement Date	Reference Number	Posting Date	Transaction Date	Amount	Supplier Name

Please Check the Appropriate Box(es)

☐ I certify that the charges listed above were not made by me nor were the goods or services represented by the above transaction received by me.

☐ I do not recognize the transaction as listed above. Please inform me of the supplier name and description of goods purchased.

☐ The credit was listed as a sale on my statement. Enclosed is a copy of my credit memorandum.

☐ The amount of the sales slips was increased from $___________ to $__________ Enclosed is my copy of the sales slip prior to alteration.

☐ I received a price adjustment (credit slip) on the above transaction and it has not appeared on my statement. Enclosed is a copy of my cancellation notification to he supplier.

☐ Although I did participate in the above transaction, goods and/or services were to be provided on (date) ___________, but as of this date are yet to be received. I have contacted the supplier to no avail. I am therefore disputing the entire charge, or a portion, in the amount of $_____________.

☐ Although I did participate in the transaction, it has been canceled. Enclosed is a copy of my cancellation notification to the supplier.

☐ Although I did make the above transaction, the goods were received damaged/unsuitable for the purpose intended (explain below). I have attempted to return the goods. I am therefore disputing the entire charge, or a portion, in the amount of $______________.

☐ Although I did engage in the above transaction, my enclosed documentation does not conform to the characterization of the item (explain below). I have attempted to return the goods. I am therefore disputing the entire charge, or a portion, in the amount of $_______________.

☐ I am disputing the charges because: (*Please explain completely*).

____

____

____

____

Date *Signature* **Form PUR 7-11**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**Bernard McMullen, City Manager** **Paul Salvatore, Financial Services Director**
FROM:	**H.C. "Skip" Clark II, Chief of Police**
DATE:	**February 11, 2009**
SUBJECT:	**Citizen Corp Community Emergency Response Team Grant (CERT)**

Recommendation:

The Police Department is requesting to accept this grant from Coweta-Fayette Trust, a division of the Coweta-Fayette Electric Membership Corporation for the amount of $4,000.00.

Discussion:

This is a non-matching grant requiring no funding on behalf of the City. Equipment purchased from this grant source would be used to enhance the current C.E.R.T. program within our city.

Under the guidelines for this grant, these funds are for items such as medical supplies, promotional materials, training, and include general machinery/equipment maintenance and purchases. As a condition of the grant, the City must furnish expenditure documentation for the money spent. The Police Department has received previous grants that require this documentation and has been very diligent in this reporting requirement. The Peachtree City C.E.R.T. program was established in 2005. As of the date of this request, we have trained over 200 citizens in disaster preparedness. If this grant is approved and received, we should be able to provide training to over 250 citizens by the end of 2009.

Budget Impact:

There is no budgetary impact and no matching funds required on behalf of the City.

HCC/slp

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Bernard J. McMullen

DATE: February 10, 2009

SUBJECT: Reduction-in-Workforce
Council meeting – February 19, 2009

Recommendation:

Approve a reduction-in-workforce eliminating the Leisure Services Department Landscaping Crew (4 positions), the Public Works Department Landscape Crew (9 positions) and Right-of-Way Mowing Crew (10 positions), effective March 6, 2009, to include the severance benefits outlined below.

Discussion:

At the December 4, 2008, Council meeting, Council approved approximately $1 million in one-time and ongoing budget reductions. The most recent Five Year Model projects a shortfall between revenue and expenditures of approximately $3.5 million. Starting in 2008, the City has been outsourcing right-of-way mowing and landscaping of Hwy. 54 and 74 and ball field mowing at a significant cost savings with little change in service provided. Based on bids received for 2009, we are projecting a cost savings in these areas of approximately $190,000 annually. Staff estimates that outsourcing the functions recommended will save an additional $840,000 annually. The individuals potentially affected were notified on January 9, 2009, that this item would be on the January 15th Council agenda. At the January 15 meeting, Council tabled this item until the February 19, 2009 City Council Meeting. Council also requested that a survey be completed to determine if all employees would be willing to accept a 25 percent pay cut in lieu of making these reductions. A copy of the survey results is attached. Staff is recommending that these individuals be offered a severance package, contingent on signing a severance agreement, to include:

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

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

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

Additionally, Staff will include in any specifications for outsourcing the services previously performed, that the contractor must consider any City employees for jobs created by their obtaining the contracts.

Budget Impact:
A reduction of approximately $840,000 in ongoing operating expenses, thus reducing the current projected budget shortfall in the Five Year Plan for 2010 to $2.7 million.

EMPLOYEE SURVEY RESPONSE RESULTS

	Number	Percentage
TOTAL # OF EMPLOYEES	324	100.00%
TOTAL # RESPONDED	266	82.10%
YES (Would you be willing to accept a 25% reduction in pay?)	28	10.53%
NO (Would you be willing to accept a 25% reduction in pay?)	238	89.47%
NO RESPONSE	58	17.90%

Date

Name
Address
City, State, Zip

SEPARATION AGREEMENT AND WAIVER

This Separation Agreement and Waiver ("Agreement") sets forth our agreement concerning the termination of your employment relationship with the City of Peachtree City. Your employment with the City of Peachtree City will end effective 03/06/09 as approved by City Council. You will be expected to work through this date in order to fulfill one of the requirements for receiving your Severance Package.

In accordance with the Severance Package that is being offered to you, you will in full and with complete satisfaction release the City of Peachtree City of all known and unknown claims against the City of Peachtree City including City Council and all Management Staff. In exchange for your Severance Package, you hereby release the City of Peachtree City from any and all known and unknown actions, causes of action, claims or liabilities of any kind which have or could be asserted against the City of Peachtree City arising out of or related to your employment with and/or separation from employment with the City of Peachtree City or any other occurrence up to and including the date of this Agreement, including, but not limited to:

A. Alleged or possible claims, actions, causes of action or liabilities arising under furthermore, and without in any way limiting the foregoing, the claims waived and released by Employee include any possible or alleged claims under the Americans with Disabilities Act, 42 U.S.C. §12101, et seq.; 42 U.S.C. §1981, et seq.; the Employee Retirement Income Security Act of 1974, as amended; the Age Discrimination in Employment Act (ADEA), 29 U.S.C. §621, et seq.; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq.; the Civil Rights Act of 1991 42 U.S.C. §1981a; and any possible or alleged claims for back pay, fringe benefits, interest, compensatory or punitive damages, including claims under the laws of the State of Georgia and its common law, as well as costs and attorneys' fees of any and all attorneys whom Employee has retained in regard to those matters; and the Sarbanes-Oxley Act, including any and all amendments to the above;

B. Claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statute, law, ordinance or regulation; and

C. Any other claim whatsoever including, but not limited to, claims for severance pay, attorneys fees and costs, expenses, benefits, bonus, breach of contract, back pay, future wage loss, front pay, wrongful termination, defamation, intentional infliction of emotional distress, tort, personal injury, invasion of privacy, violation of public policy, negligence and/or any other common law, statutory, regulatory or other claim whatsoever arising out of or relating to your employment with and/or separation from employment with the City of Peachtree City, but excluding any claims which by law you cannot waive.

In accordance with the Age Discrimination in Employment Act (ADEA), 29 U.S.C. §621, et seq., the City provides certain information to you concerning the ages of those persons whose employment with the City is being terminated. As you know, the entire group of employees has been terminated, with no exceptions made for any individual. The decision to terminate said employees was made on a department basis, with no employees being retained in the respective work areas.

If you do not sign and return this Agreement within five (5) days of its receipt, then in accordance with the terms of your Severance Package, you will not be entitled to any separation pay or payment of COBRA premiums. You may revoke this Agreement within seven (7) days after its signing and any revocation must be made in writing and submitted within said seven (7) day period to Brenda Rogers, Human Resources Manager, City of Peachtree City, 151 Willowbend Road, Peachtree City, GA 30269. If you revoke this Agreement, you shall not receive the Severance Package described herein.

In consideration for signing this Agreement you will be entitled to the following benefits:

1. Receive six (6) weeks of Severance Pay
2. Receive six (6) weeks of paid insurance with COBRA option thereafter
3. Receive services for the Employee Assistance Program through 06/06/09

In addition to the above consideration, the City will also provide references upon request, the City will schedule a meeting with representative(s) from the Georgia Department of Labor at City Hall, and the City will schedule a meeting with a local temporary agency at City Hall to assist with temporary job placements.

If during the six (6) weeks that the Severance is being paid and the City of Peachtree City decides to rehire someone to fill a position, all severance will stop at the time the terminated employee is rehired. A rehired employee will not be allowed to receive Severance and work for the City of Peachtree City at the same time.

By signing this Agreement, you acknowledge that you have read this Agreement completely; you have had an opportunity to consider the terms of this Agreement; you have had the opportunity to consult with an attorney of your choosing, if you so desire, prior to executing this Agreement to explain the Agreement and its consequences; you know that you are giving up important legal rights by signing this Agreement; you understand and mean everything that you have said in this Agreement, and you agree to all its terms; and you have signed this Agreement voluntarily and entirely of your own free will. You further acknowledge that this Agreement sets forth the entire agreement between You and the City

of Peachtree City and fully supersedes any and all prior agreements or understandings among the parties pertaining to the same subject matter except as specified herein.

Sincerely,

Bernard J. McMullen
City Manager

I have carefully read, understand and agree to all of the terms of this Agreement.

Employee Name (Print)

Employee Signature

Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Acting Administrative Services Director** M

DATE: **February 12, 2009**

SUBJECT: **Consider Amendments to Alcohol Ordinance and CAR 8-8**
February 19, 2009, City Council Meeting

Recommendation:

That Council adopt the proposed amendments to the alcohol ordinance and a policy change to CAR 8-8 Criteria for Determining Consent Agenda Items.

Discussion:

In the past, the vendors for the concessions at the Frederick Brown, Jr., Amphitheater had been required to pay the full price of a retail consumption license to serve distilled spirits, malt beverage, and wine, and obtain their state license. Currently, the City's fee for the license is $5,000 annually, which can be cost prohibitive for the vendor holding the license for "The Fred." Staff researched other options, such as designating the Amphitheater as a qualifying location and obtaining special event permits for each show, which would save the vendor money locally ($200 application fee and $50 per event), but would require the vendor to pay the state approximately $4,100 in fees each year (a $2,500 annual bond for serving distilled spirits at a special event, $100 fee per each event). To date, there are 16 events scheduled at the Amphitheater (six two-night concerts and four Spotlight events) this year.

Another option is to reduce the cost of the City's annual license fee for the Amphitheater by 50%, which is the standard amount a business owner would pay for an alcohol license after July 1. The time period in which the vendor could recoup the fee at the Amphitheater is limited due to the number of events, which are primarily held in the spring and summer. The cost to the vendor for this option would be $200 for the application fee, $2,500 for the license, and $300 for the state license. Staff recommends that Council consider this option.

The second change addresses requests for new alcohol licenses, which are considered under "New Agenda Items" on Council agendas. Sometimes the applicants are required to sit through controversial agenda items that could take quite some time to complete. The proposed amendments to the Sec. 6-40 and CAR 8-8 would allow new alcohol licenses to be placed on the Consent Agenda for consideration. Any Council Member or member of the public that wanted to comment on the application would still be allowed to do so by requesting the item be pulled from the Consent Agenda.

Budget Impact:

The budget impact for the amendment to Sec. 6-36 would be positive. The vendor would be required to pay the City $2,700 for the application fee and the alcohol license, plus pay the monthly mixed drink tax.

Approval of the proposed amendment to Sec. 6-40 would have no impact on the budget.

ORDINANCE NUMBER ________

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF PEACHTREE CITY, GEORGIA, AS AMENDED, TO PROVIDE FOR FEES FOR ALCOHOL LICENSES AT THE FREDERICK BROWN, JR., AMPHITHEATER, CONSIDERATION OF NEW ALCOHOL LICENSES BY CITY COUNCIL; AND FOR OTHER PURPOSES

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

Section 1. Section 6-36 of Chapter 6, Article II, of the Alcoholic Beverages Ordinance of the City of Peachtree City, Georgia, be amended as follows:

Sec. 6-36. License required to sell alcoholic beverages.

(a) Licenses for the sale of alcoholic beverages shall be issued by the city clerk at an annual license fee to be established by city council resolution for the following:

(1) Retail consumption dealer (distilled spirits);
(2) Retail package dealer (distilled spirits);
(3) Retail consumption dealer (malt beverage);
(4) Retail package dealer (malt beverage);
(5) Retail consumption dealer (wine);
(6) Retail package dealer (wine);
(7) Wholesale dealer (distilled spirits);
(8) Wholesale dealer (malt beverage);
(9) Wholesale dealer (wine);
(10) Retail consumption dealer--Additional license;
(11) Qualifying location permit (distilled spirits, malt beverages and wine); and
(12) Special event permit.
(13) Retail consumption dealer (distilled spirits, malt beverage, wine) Frederick Brown, Jr., Amphitheater

(b) Wholesale dealers are not required to pay a license fee pursuant to subsection (a)(7), (8) and (9) of this section unless the wholesaler or his agent delivers alcoholic beverages at the time the order is taken or unless the wholesaler's business is located within the city limits.

(c) The fee for the retail consumption license issued for the Frederick Brown, Jr., Amphitheater shall be 50% of the annual fee established by city council.

~~(c)~~ **(d)** All licenses issued in this article shall constitute a mere grant of a privilege to carry on such business during the term of the license subject to all the terms and conditions imposed by this chapter and related laws, applicable provisions of this Code, and other ordinances and resolutions of the city relating to such business.

~~(d)~~ **(e)** Both the licensee and the license representative shall be the authorized and duly constituted agent for service of all notices and processes required to be served on or given under this article for any action or proceeding or uses of any nature whatsoever permitted under the provisions of this chapter or under any other provisions of this Code.

Section 2. Section 6-40 of Chapter 6, Article II, of the Alcoholic Beverages Ordinance of the City of Peachtree City, Georgia, be amended as follows:

Sec. 6-40. Notice of application advertisement.

(a) *Notice.* Upon receiving an application for the sale of alcoholic beverages, the city clerk shall place an advertisement in the legal organ at least 15 days prior to the ~~public hearing~~ **Council meeting at which the application will be considered.** The application shall be in the following form:

NOTICE OF APPLICATION FOR RETAIL
LICENSE TO SELL ALCOHOLIC BEVERAGES

An application has been submitted to the City Council of Peachtree City for a retail license to sell alcoholic beverages at the following location: ________________. The business name is ________________. ________________ has requested to be appointed as the Licensee. ________________has requested to be the License Representative. The Mayor and Council will consider the proposed application on Thursday, _________ at 7:00 p.m.

(b) *Signs.* The City Clerk shall have a sign posted upon the location of the proposed business. Said sign shall be not less than twenty-four (24) inches high and thirty-six (36) inches wide and shall read as follows:

ALCOHOLIC BEVERAGE LICENSE APPLIED FOR

Hearing before City Council of the City of Peachtree City On the _________ day of _________, at 7:00 p.m.

Section 3. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 4. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 5. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This _______ day of ___________________ 2009.

____
Harold K. Logsdon, Mayor

____

____

____

____

Attest: ______________________________
City Clerk

CAR 8-8 CRITERIA FOR DETERMINING CONSENT AGENDA ITEMS

OPR: City Hall
6/04 (Revised 2/08)

I. Purpose:

The purpose of this CAR is to describe the criteria used in determining what issues should be placed on the City Council consent agenda.

II. Policy:

It is the policy of the City Council that Council meeting be conducted as efficiently as possible and that routine matters be handled expeditiously to allow more time for those agenda items that require more input from the public and discussion by Council. In an effort to improve efficiency, some agenda items are placed on the consent agenda, enabling the Council to approve these items with little or no discussion.

III. Authorization for Consent Agenda:

The City Code of Ordinances authorizes a consent agenda in **Sec. 2-33**, which states

Sec. 2-33 (b) Consent Agenda. In preparing an agenda the city clerk may separately designate items as "consent agenda," which may be acted upon by the council as described in 2-36 (f) of this article. The consent agenda shall consist of routine, non-controversial items, which (in the city manager's determination) can be appropriately considered in bulk in the council meeting.

Action on the consent agenda is described in **Sec 2-36 (f)**, which states:

Except as herein provided, the consent agenda shall be considered in bulk and voted upon with a single motion. At the time of consideration of the consent agenda, a council member or the mayor may announce items they wish to speak about or vote against. The presiding officer may also ask if any person in attendance wishes to speak on any item. Such items shall be considered separately and not as a portion of any motion to call for action on the remainder of the consent agenda. The city clerk, on all matters contained in the consent agenda, shall record the yes and no votes on each item separately as if each item had been moved and voted upon separately.

IV. Criteria for Items to be placed on the Consent Agenda:

When preparing Council meeting agendas, staff will evaluate each agenda item to determine if it may be appropriate to be placed on the consent agenda. The City Manager will make the final determination on which items are placed on the consent agenda. Items on the consent agenda are to be limited to routine, non-controversial matters for which there is adequate information provided to enable Council to take action without the need for discussion and for which there is no known potential conflict of interest by a member of Council.. These items include, but are not limited to, the following:

- Appointments to boards, commissions and authorities
- Routine resolutions (i.e. indemnification, call for election)
- **Applications for new alcohol licenses**
- Changes in licensees and license representatives at businesses already having an alcohol license
- Bids or purchases that are budgeted for and meet budget or are under budget (under $250,000, per Council direction 6/3/2004)
- Routine budget amendments
- Routine contracts (i.e. LARP) (under $250,000, per Council direction 6/3/2004)
- Routine grants, intergovernmental agreements, etc.

APPROVED:
Mayor and Council

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

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

DATE: **February 12, 2009**

SUBJECT: **Request to approve Step One annexation application – Hyde tract**
February 19, 2009 City Council Agenda

<u>Recommendation:</u>

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

<u>Background information:</u>

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

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

Application:

Hyde Investments, LLLP desires to annex a combined 48.151-acre tract of land into the city limits of Peachtree City. The property is located within unincorporated Fayette County and includes a 24.464-acre tract and an adjoining 23.687 tract of land. The property is bordered to the north by Old Stagecoach Road, to the east by the undeveloped Davis tract, to the south by the Shaker Ridge subdivision and to the west by the Peachtree City United Methodist Church tract.

The current zoning designation in Fayette County is A-R Agricultural Residential and the current land use designation is Low-density Residential. The Applicant desires to annex the property into the city limits of Peachtree City and to rezone the property to LUR Limited Use Residential as an extension of the Hyde Park subdivision, which is located within Peachtree City. Access to the property would be through the existing Hyde Park subdivision located at the end of Carriage Lane. The application identifies the potential development of 21 single-family dwelling units on lots of no less than 2 acres.

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

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

Budget impact:

Budget impacts associated with this request include, but are not limited to, the provision of additional fire and police protection that will be necessary to service the development. These impacts will be further refined and analyzed if the application is allowed to move forward through the Step Two process.

Attachments

2009-03

Step One: Initial annexation information

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

I. Contact information:

Owner(s) of property: **Hyde Investments, LLLP**
Mailing address: **P.O. Box 2506**
City, State, Zip: **Peachtree City, GA 30269**
Telephone: **770-487-9996**
Fax: **770-487-3379**
E-mail address:

Agent(s) for owner: **Michael Lorber, Lorber &Associates, Inc.**
Mailing address: **134 Mellington Lane**
City, State, Zip: **Peachtree City, GA 30269**
Telephone: **770-487-5108**
Fax: **770-631-2402**
E-mail address: mrlorber@bellsouth.net

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

See attached letter

THE HYDE GROUP
P.O. Box 2506
Peachtree City, GA 30269
TEL (770) 487-9997
FAX (770) 487-3379

January 9, 2009

Mr. David Rast
City Planner
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Dear ~~Mr. Rast~~ David:

The purpose of this letter is to advise all interested parties that Mike Lorber has been engaged by Hyde Investments, LLLP to perform any required planning/design tasks for future development of HYDE PARK PHASE II.

Should you have any questions, as always, please feel free to ask.

Sincerely,

Mike

W. Michael Hyde
Gen. Partner
Hyde Investments, LLLP

I. Project information

Gross acreage: **48 +/- acres**
Acreage of lakes, floodplain, wetland, streams and associated buffers, etc.:
Net developable acreage: **37 +/- acres ---- (11 +/- acres in Camp Creek Floodplain)**

Current zoning classification (include copy of appropriate zoning ordinance and current Zoning Map of general vicinity): **map provided by Peachtree City staff**

Current Land Use designation (include copy of appropriate land use description and current Land Use Map of general vicinity): **map provided by Peachtree City staff**

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

Legal Description attached – 2 parcels described on Exhibit "

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

The Proposed Project is the extension of Hyde Park which is a residential subdivision consisting of 2 acre + lots (zoned LUR) with average home values of approximately $800,000.00. The extension will include a total of twenty-one (21) 2 acre+ lots developed on two tracts of land with a total size of 48 acres. The two tracts of land are bisected by Camp Creek and the tract of land east of Camp Creek is land-locked with the only access through Hyde Park located in the city of Peachtree City.

EXHIBIT A (LEGAL DESCRIPTION)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 61 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LAND LOT 781.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID LAND LOT;;RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LAND LOT 665 FEET TO AN IRON PIN; THENCE NORTH 50 MINUTES EAST, 1470.3 FEET TO AN IRON PIN; THENCE SOUTH 89 DEGREES 7 MINUTES WEST 515 FEET TO AN IRON PIN; THENCE NORTH 56 MINUTES WEST 170 FEET TO THE CENTER OF OLD STAGECOACH ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID ROAD AND FOLLOWING THE CURVATURE THEREOF, 300 FEET; THENCE SOUTH 400 FEET; THENCE EAST 110 FEET; THENCE SOUTH 4 MINUTES EAST 1130.7 FEET TO THE SOUTH LINE OF SAID LAND LOT AND THE POINT OF BEGINNING. SAID DESCRIPTION AS PER PLAT BY J.W.STEED, JR., RECORDED IN PLAT BOOK 2, PAGE 6, FAYETTE COUNTY RECORDS. THE PURPOSE OF THIS DEED IS TO MAKE GRANTEE SOLE OWNER OF THE ABOVE DESCRIBED PROPERTY.

LESS AND EXCEPT:

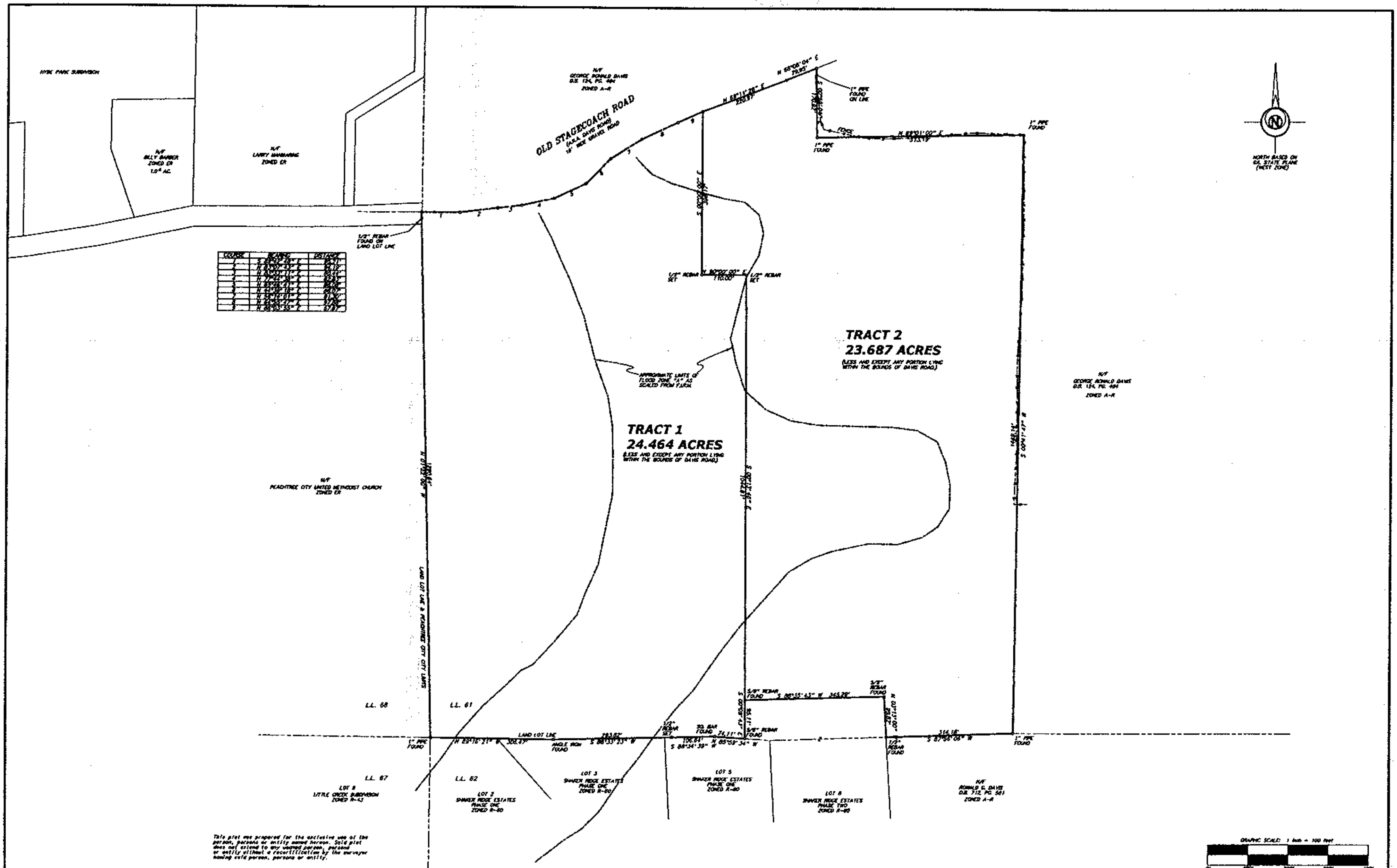
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 61 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLL(

BEGINNING AT A POINT THAT IS 781.02 FEET EAST OF THE COMMON CORNER OF LAND LOTS 61,62,67 AND 68 AS MEASURED ALONG THE DIVIDING LINE BETWEEN LAND LOTS 61 AND 62; THENCE NORTH 01 DEGREES 02 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 95.17 FEET TO A POINT; THENCE NORTH 87 DEGREES 35 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 345.26 FEET TO A POINT; THENCE SOUTH 04 DEGREES 10 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 100.00 FEET TO AN IRON PIN FOUND; THENCE SOUTH 87 DEGREES 20 MINUTES 47 SECONDS WEST A DISTANCE OF 288.24 FEET TO A NAIL IN A STUMP; THENCE NORTH 86 DEGREES 52 MINUTES 23 SECONDS WEST A DISTANCE OF 62.66 FEET TO THE TRUE POINT OF BEGINNING.

AND:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 61 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LAND LOT, RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LAND LOT 781.1 FEET; THENCE NORTH 4 MINUTES WEST, 1130.7 FEET; THENCE WEST 110 FEET; THENCE NORTH 400 FEET TO THE CENTER OF OLD STAGECOACH ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID ROAD AND FOLLOWING THE CURVATURE THEREOF, 762.4 FEET TO THE WEST LINE OF SAID LAND LOT; THENCE SOUTH ALONG SAID LAND LOT LINE, 1290 FEET TO THE SOUTHWEST CORNER OF SAID LAND LOT AND THE POINT OF BEGINNING. SAID DESCRIPTION AS PER SURVEY FOR JOSEPH W. STEED., JR., RECORDED IN PLAT BOOK 2, PAGE 6, FAYETTE COUNTY RECORDS.



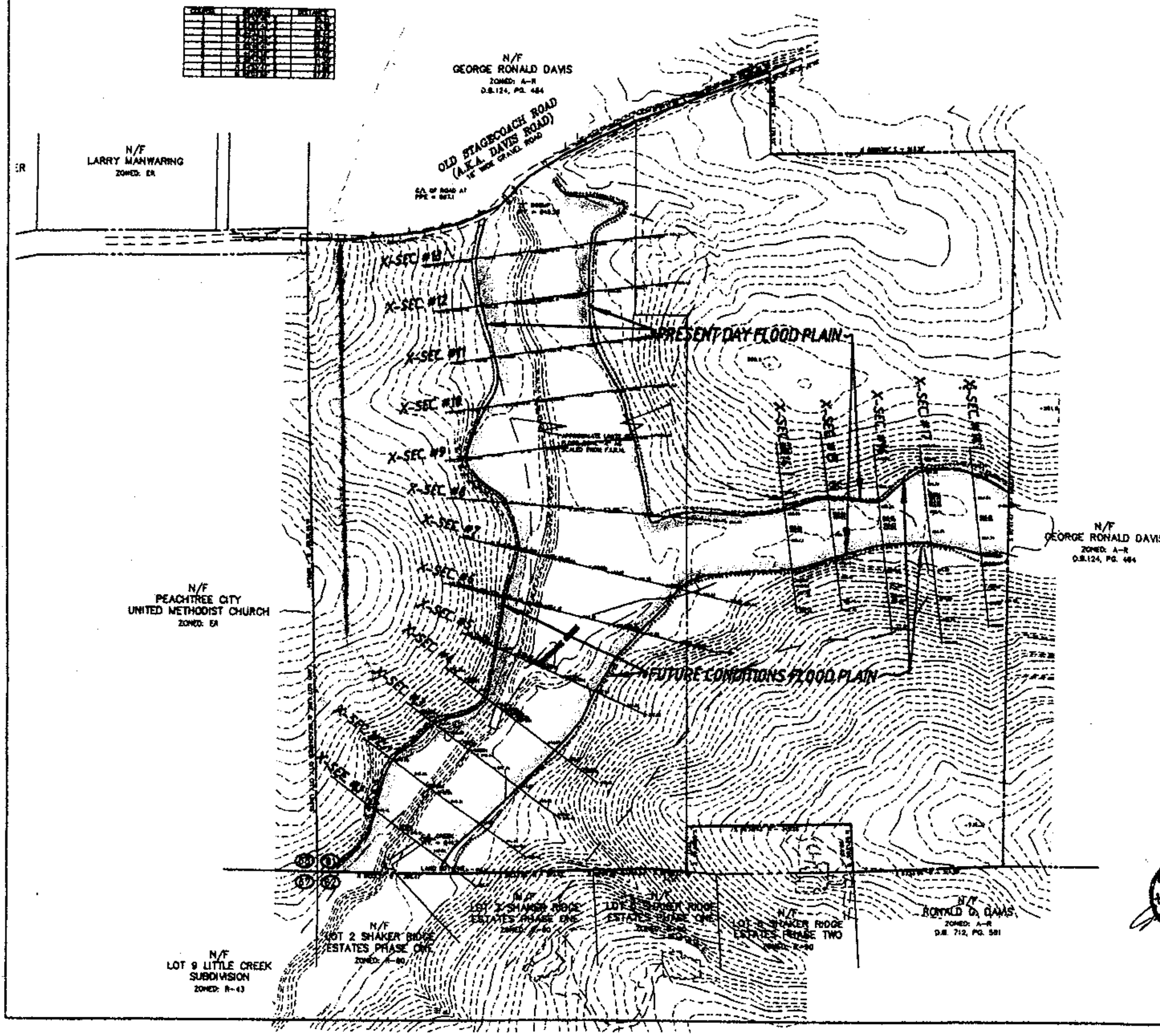
W.D. Gray and Associates, Inc.

land surveyors – planners
180 GREENCASTLE ROAD SUITE B TYRONE GEORGIA 30290
PH. 770-486-7552 FAX 770-486-0496

PREPARED FOR:
HYDE INVESTMENTS, LLLP
P.O. BOX 2506
PEACHTREE CITY, GA. 30269
PHONE: 770-487-9997

"NOT FOR RECORDING"

LAND LOTS 61 & 68	DATE: 08/19/07
7th DISTRICT	REV.
FAYETTE COUNTY, GA.	REF.
SCALE: 1" = 100'	JOB NO. 0708026



CROSS-SECTION NUMBER	PRESENT DAY FLOOD ELEV.	FUTURE COND. FLOOD ELEV.
1	848.15	848.65
2	849.75	849.97
3	850.23	850.47
4	850.52	850.79
5	851.09	851.38
6	851.49	851.79
7	851.72	852.01
8	852.28	852.58
9	853.17	853.33
10	853.53	853.71
11	853.69	853.87
12	854.54	854.74
13	855.62	855.83
14	855.69	855.86
15	856.77	856.89
16	857.64	857.81
17	857.96	859.17
18	859.98	860.84

GRAPHIC SCALE: 1" = 200'

REV	DATE	DESCRIPTION

Hovey & Associates

III. Relationship to Comprehensive Plan

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

- **Housing**

Provide a broad range of housing opportunities with an appropriate mix of homes regarding size, type, price, and location in order to satisfy the needs of new and future residents while ensuring natural pleasing surroundings.
(If applicable, identify the type and number of residential units that are proposed, current and projected on-site and adjacent zoning and densities, price ranges, amenities, etc.)

The proposal includes the extension of Hyde Park with an additional 21 residential 2+ acre size lots with home prices averaging $800,000.00. The development will be governed by the Deed Restrictions, Covenants and Architectural Standards of Hyde Park. Surrounding residential developments of Carriage Lane, Spear Road and "out-parcel" lots in Hyde Park, range in size of 1 to 3+ acres and home values range from $150,000 to over $800,000.

- **Commercial**

Provide commercial facilities concentrated in the four village centers already established that serve the needs of the residents of that Village. Ensure that these facilities do not adversely affect the adjoining residential areas, the environment, or existing traffic patterns.
(If applicable, identify the projected square footage of proposed retail and commercial development and how this might impact the existing Village retail centers. Additionally, identify projected traffic impacts and how this might impact existing roadways.)

Hyde Park and surrounding residential developments are conveniently served by commercial developments on Highway 54 including the Publix shopping area and Peachtree Crossing Shopping Center.

- **Economic Development**

To maintain a diversified economy that encourages high paying, quality jobs, and maximum tax contribution while meeting the requirements of a healthy environment.
(Explain how the proposed annexation may impact existing population, employment, tax revenue, etc.)

Based on current ad valorem tax rates, 21 homes valued at $800,000 will generate over $10,000 per unit per year in taxes. At 3.2 estimated persons per household, the existing population would increase by 67 residents.

- **Transportation**

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

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

This development will have no significant impact on the current transportation system. Hyde Park (and the proposed extension) is accessed through Carriage Lane to Highway 54 with a potential cart path connecting to Robinson Road using the Prescriptive Easement of Stage Coach Road. Approximately 500 feet of Stage Coach Road would be upgraded to a City Standard street to connect Hyde Park to the proposed expansion.

- **Recreation**

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

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

Hyde Park has developed a 3+ acre passive recreational area with walking trails and a pond amenity. This park will also serve the expanded development with a cart path connection.

- **Land Use**

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

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

This area of the community has been developed as low density housing of 1 to 3 acre + lot sizes. The Hyde Park extension proposed would conform to the existing residential character of this area of the community.

- **Natural Resources**

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

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

The area land proposed to expand Hyde Park is bisected by Camp Creek with approximately 11 acres of floodplain. Excluding improving the existing road crossing of the creek to access the east side tract, there will be a minimum environmental impact. It can be proposed that the floodplain on individual lots be protected through conservation easements.

- **Community Service and Facilities**

Continually provide adequate levels of service in all areas as needed for the residents of Peachtree City.
(Identify projected impacts the proposed development might have on emergency services, including police and fire, as well as sanitary sewer and water services.)

Hyde Park and the proposed expansion would be serviced by the Peachtree City fire and police departments. Fayette County's emergency services have no direct access to this area without entering the city's jurisdiction. With regard to utilities, this development has access to public water but not sanitary sewer. The new homes will depend upon individual septic systems and initial soil studies have already been done and revealed no anticipated problems.

- **Community Aesthetics**

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

The proposed expansion will be regulated under the same restrictions of Hyde Park as well as development standards of Peachtree City which combined, will protect the integrity of the area.

- **Planning**

To continue to provide the city with a planning process that encourages citizen participation in every decision.
(Identify how you plan to develop the overall plan for the proposed development, to include workshops, design charrettes, neighborhood meetings, etc. and how you plan to garner public support for the proposed development.)

Public review of the proposed annexation and zoning will be facilitated through scheduled City Council and Planning Commission meetings. However, the Fayette County Planning Department will be contacted prior to any public hearing to make them aware of this request and to allow their input. The Methodist Church, contiguous to the subject property, has been consulted and will need to be involved regarding necessary street r/o/w acquisition. Existing residents, primarily on Spear Road and Carriage Lane, were involved in the initial review and acceptance of Hyde Park. Therefore, no objections to the continuation of this high-end residential development are anticipated.

ANNEXATION APPLICATION
N
W
E
S
0
240
480
960 Feet
1 inch equals 671.68 feet
Lexington Cir
Worth Ct
Finance Ave
Walt Banks Rd
Carriage Ln
Landauler Ct
Robinson Ct
Williams Cir
Stagecoach Rd
Shakerag Hill
Robinson Rd
ER
AR
Forest View
Woodland Dr
Timber Ridge
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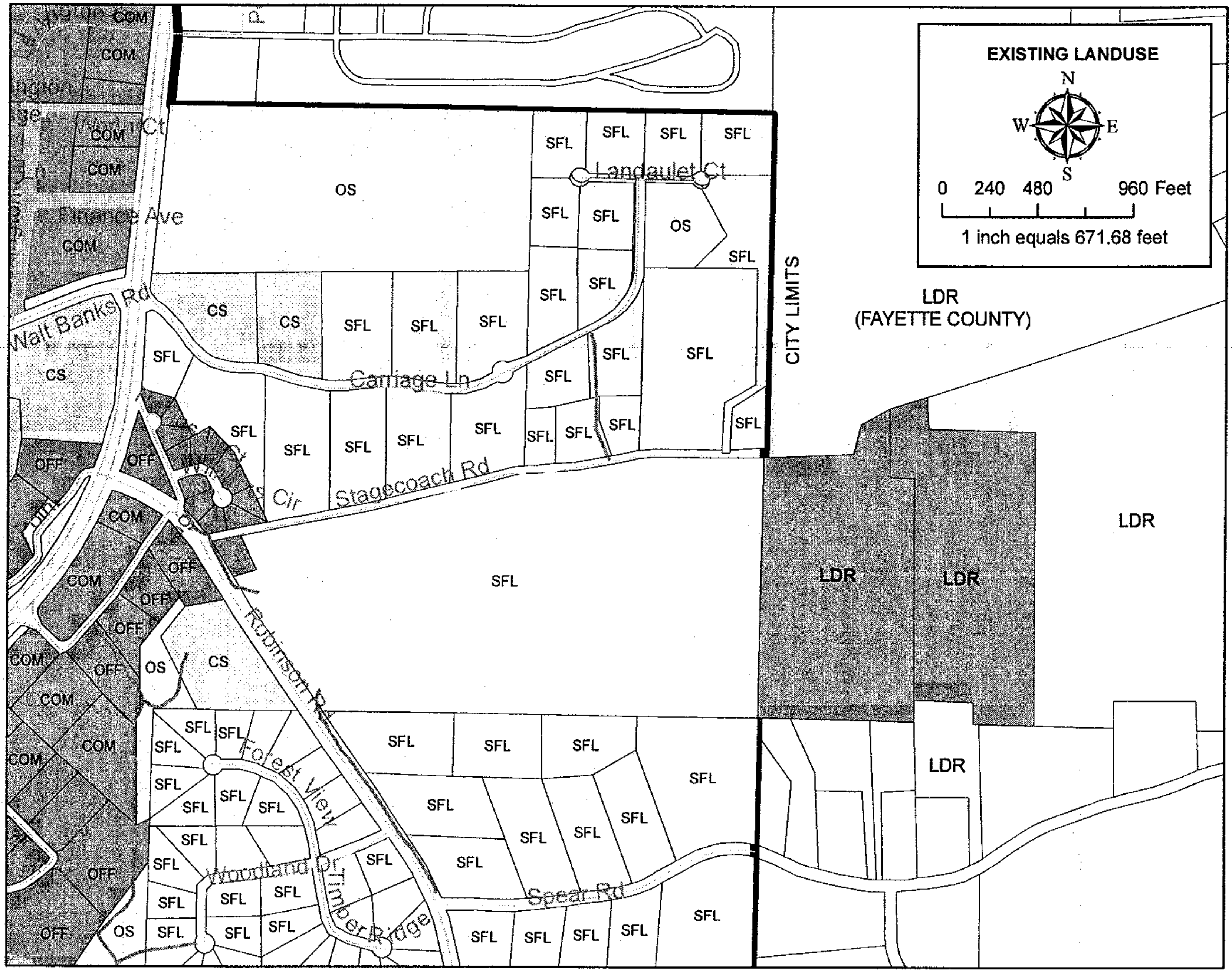
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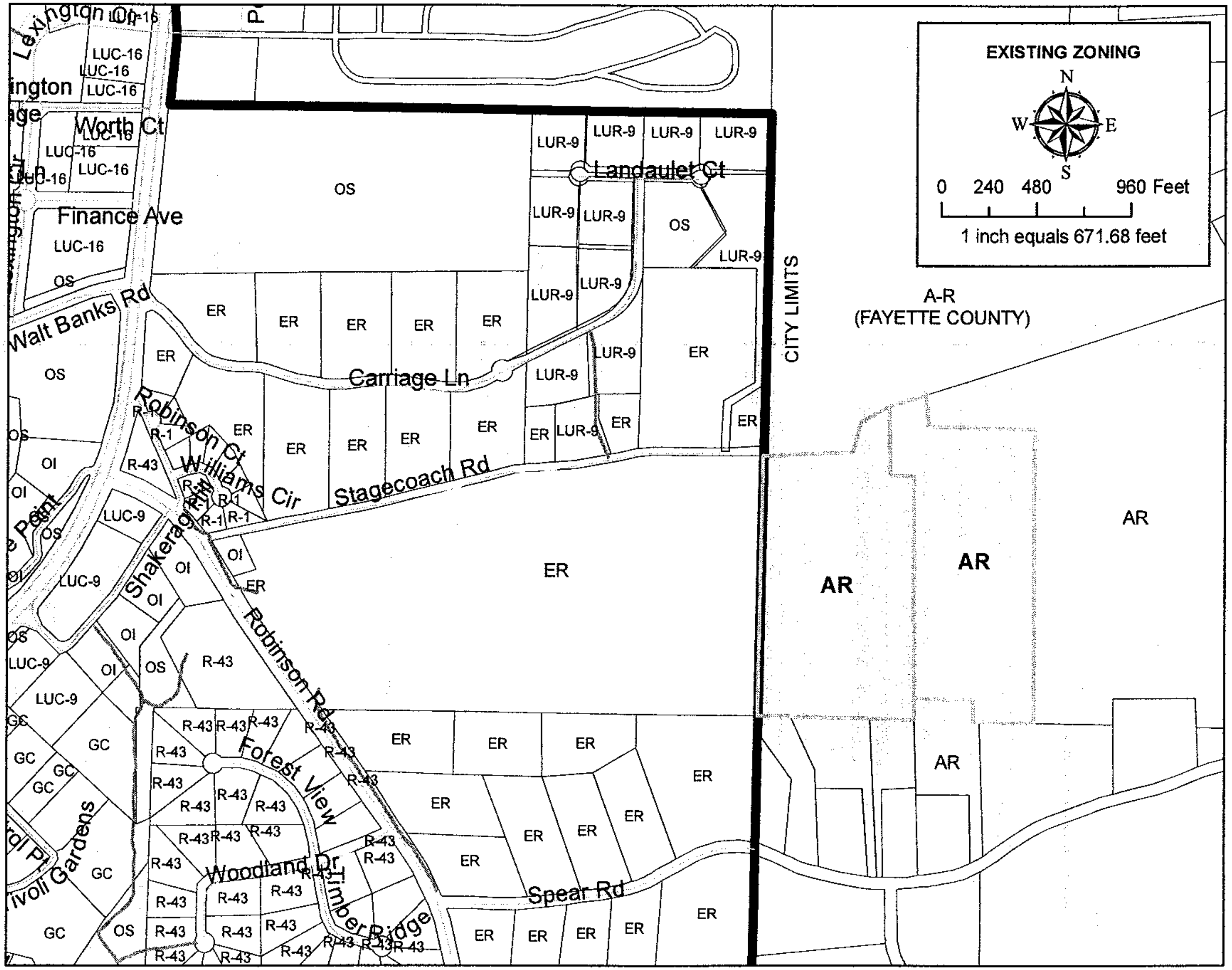

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CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

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

DATE: February 5, 2009

SUBJECT: 401/457 Pension Investment Management and Account Administration

February 19, 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.

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**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **February 13, 2009**

SUBJECT: **Increase in Employee Health Care Contributions**
City Council Agenda – February 19, 2009

Recommendation:

That Council approve the increase in employee paid contributions (payroll deductions) for medical insurance coverage at a rate of $18.46 per pay period ($40 per month) for employee only coverage and $46.16 per pay period ($100 per month) for employee + family coverage beginning with the March 5, 2009 paycheck.

Discussion:

At the February 5, 2009 City Council meeting, I presented proposed budget adjustments for FY09 / FY10 due to the present budgetary condition of the City and the projected $3.5 million shortfall as was shown by the most recent five year financial plan. Council indicated that the proposed adjustments were aligned with the group's vision for bridging the gap in revenue and expenses, and that I should proceed as suggested with the budgetary adjustments and gave the direction to keep looking at every aspect of the City's operation for future proposed adjustments.

The City currently charges employees $20 per month ($9.23 per pay period) for single (employee only) coverage and $50 per month ($23.08 per pay period) for employee and their family coverage. The increase in employee paid contributions will be implemented at the same time the new Employee Wellness Program is being instituted. Under the Wellness Plan employees can earn up to $175 per year for participating and completing various wellness program activities and employees with their covered spouse can earn up to $350 per year.

Budget Impact:

This increase in employee paid contribution will have a positive impact on the City's budget of approximately $120,000 annually.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **February 13, 2009**

SUBJECT: **Consider Amendment to Personnel Policy**
City Council Agenda – February 19, 2009

Recommendation:

That Council approve the proposed amendment to the City Personnel Policy regarding the elimination of paid leave benefits for regular part-time employees and non-regular part-time firefighters as indicated by the attached policy with an effective date of March 1, 2009. Regular part-time employees and non-regular part-time firefighters will be able to use their accrued balances throughout the remainder of their employment with the City at the Director's discretion in increments that do not affect the functionality of the division. Additional accrued leave will not take place after March 1, 2009.

Discussion:

Changes to the City's Personnel Policy were presented at the February 5, 2009 City Council meeting regarding the elimination of all paid leave benefits to regular part-time employees and non-regular part-time firefighters in an effort to help gap the shortfall in the City's budgetary projections. Those proposed changes have been made and are indicated in the attached text with green text. A summary of the proposed changes are referenced below.

Page 28 Section 3 – Holidays

A) Modified language to indicate that "Regular part-time employees, non-regular part-time School Crossing Guards, and all seasonal employees are not eligible for holiday pay. In addition, non-regular part-time Firefighters are not eligible for the Employee Birthday holiday, and must work the City holiday to continue to receive eight (8) hours of holiday pay."

A-2) Removed language concerning "Regular part-time employees may bank no more than 24 hours of holiday leave."

Page 29	Section 4 – Annual Leave (Vacation)	
	A)	Removed language under 'Persons Entitled' that indicated part-time employees were eligible to accrue vacation leave.
	B)	Removed language under 'Accrual of Annual Leave' regarding part-time employees.
Page 30	Section 4 – Annual Leave (Vacation)	
	D – 2c)	Removed section regarding payout of accrued leave as a result of separation of service (involuntary) for part-time employees.
Page 31	Section 5 – Sick Leave	
	B)	Removed language under 'Persons Entitled' that indicated regular part-time employees were eligible for sick leave.
	D)	Removed language under 'Accrual of Regular Sick Leave' as related to regular part-time employees.
	E)	Removed language under 'Accrual of Catastrophic Sick Leave' as related to regular part-time employees.
Page 32-33	Section 5 - Sick Leave	
	I-1)	Modified language under 'Sick Leave on Termination of Employment' to remove the option for part-time employees to receive payment of any level of unused regular sick leave upon death or retirement.
	I-2)	Modified language to specify "regular Firefighters" for payout of accumulated sick leave for retiring Firefighters.
	K)	Removed language under 'Illness in the Family' regarding the ability of regular part-time employees to take up to 12 hours of sick leave annual to care for someone in the immediate family.

Budget Impact:

This elimination of paid leave benefits to regular part-time employees and non-regular part-time firefighters will have a positive impact on the City's budget of approximately $45,000 annually.

opposing witnesses on any matter material and relevant to his/her appeal, and to rebut any evidence against him/her. This hearing will be recorded.

4. Within fifteen (15) working days after a hearing before the City Council, the City Council shall make a decision on the employee's appeal. The Human Resources Manager shall mail by certified mail or otherwise deliver a copy of the City Council's decision to the appellant. When the final decision of the City Council is in favor of the appellant, said employee shall be restored to their former position and pay status and shall also be paid for salary, wages, and allowances which may have been withheld or forfeited from the time of such dismissal, demotion, suspension or reprimand. (Approved 10/7/82)

POLICY XIII. ATTENDANCE AND LEAVE

Section 1. Hours of Work

The work schedule shall be established by the Directors/Chiefs and approved by the City Manager and shall be the same for all persons occupying full-time positions in the same class under the same conditions.

Section 2. Attendance

Each Division Director/Chief shall be responsible for the punctual attendance of all employees under his administrative supervision and shall keep such attendance records as shall be required by the City Manager. (January 20, 1994)

Section 3. Holidays (Amended 3/21/91, 1/20/05, 2/19/09)

A. General Policy: Holidays Designated. It shall be the policy of the City to insure that all regular employees enjoy the same number of holidays each year. All regular employees shall be eligible for holiday leave for the following days and such other days as may be designated by the City Council: New Year's Day; Martin Luther King, Jr. Birthday; Memorial Day; Independence Day; Labor Day; Thanksgiving; Friday following Thanksgiving; Christmas Eve; Christmas Day; Employee Birthday and any other day or days as may be authorized by the City Council. Regular full-time Firefighters receive ten point seventy-one (10.71) hours for holiday pay while other regular full-time employees receive eight (8) hours for holiday pay. Regular part-time employees, non-regular part-time School Crossing Guards, and all seasonal employees are not eligible for holiday pay. Non-regular part-time Firefighters are not eligible for the Employee Birthday holiday, and must work the City holiday in order to receive eight (8) hours of holiday pay. In order to receive pay for an observed holiday, an employee must not have been absent without an excused leave in advance on either the workday immediately before or after the holiday (8/4/82) or be on leave after FMLA has been exhausted.

Regular full-time employees required to work on a holiday shall be remunerated as in either (1) or (2) below:

Deleted: working less than full-time shall also be eligible for the above-named holidays at 4 hours per holiday at their regular rate of pay.

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1. Regular full-time employees will be paid their regular pay plus an additional eight (8) hours pay. (8 hours for non-regular Firefighters working any holiday) or ten point seventy-one (10.71) hours for full-time Firefighters;

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2. In lieu of the additional holiday pay, regular full-time employees will elect to substitute another day in lieu of the holiday with the approval of the Division Director/Chief.

When a holiday falls on a regular full-time employee's normally scheduled off day, the holiday will be banked and taken off at a later date.

Regular full-time employees may bank no more than 48 hours of holiday leave.

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Deleted: Regular part-time employees may bank no more than 24 hours of holiday leave.

B. Birthday Holiday Policy: The following policies shall apply to the employee birthday holiday:

1. Regular full-time employees shall automatically be eligible to be off work on their birthday.

2. Regular full-time employees may elect to defer the birthday holiday but must take the time within twelve (12) months of the Birthday or the employee will lose the time. No Birthday Holiday will be extended or restored.

3. Regular full-time employees whose birthdays fall on another paid holiday may take it off as outlined in Section 3A.

C. Official holiday which falls on Saturday or Sunday: When a holiday falls on Saturday, the preceding Friday shall be observed; when a holiday falls on Sunday, the following Monday shall be observed; or the Mayor may designate another day in lieu thereof.

Section 4. Annual Leave (Vacation)

A. Persons Entitled. All regular full-time employees, after one (1) full year continuous employment, are eligible to accrue vacation leave as outlined in B below. Regular part-time, non-regular, temporary, seasonal, and other part-time or substitute employees are not eligible for vacation leave.

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B. Accrual of Annual Leave. Following one (1) full year of satisfactory service, full-time, eligible employees shall have accrued 40 hours of paid vacation. Following two (2) continuous years of satisfactory service, eligible employees shall be given 80 hours of paid vacation; following five (5) years of continuous satisfactory service, eligible employees shall be given 120 hours of paid vacation and after 10 years of full-time employment, eligible employees shall be granted 160 hours of paid vacation.

Deleted: Regular part-time employees shall accrue 20 hours of paid vacation following one (1) year of satisfactory service; 40 hours of paid vacation following two (2) years of satisfactory service; 60 hours paid vacation following five (5) years of satisfactory service; and 80 hours of paid vacation following ten (10) years of satisfactory service.

C. Accrual of Annual Leave for regular full-time Firefighters working 24-hour shifts. Following one (1) full year of satisfactory service, regular employees shall have accrued two (2) duty days of paid vacation. Following two (2) continuous years of satisfactory service, employees shall be given five (5) duty days of paid vacation. Following five (5) continuous years of satisfactory service, employees shall be given seven (7) duty days of paid vacation. Following 10 continuous years of satisfactory service, employees shall be given ten (10) duty days of paid vacation.

D. Accumulated Leave. All employees are required to take their vacation following the year in which it was earned. No employee may carry earned vacation over to a second year unless special or emergency circumstances warrant. Permission of the City Manager is required. Vacation time (year) is based on anniversary date.

In all cases, no employee may receive pay in lieu of vacation not taken except under the following circumstances:

1. An employee who leaves the City service in good standing will be eligible to receive all unused vacation pay as shown in their Leave Balance. (8/4/82)

2. Upon separation from City service, accrued vacation shall be paid by pro-rating according to the number of whole months worked during the last employment year.

   a. Regular Full-Time Employees:
      After first year anniversary date – 3.33 hours per month
      After two years of service – 6.67 hours per month
      After five years of service – 10.00 hours per month
      After ten years of service – 13.33 hours per month

   b. Regular Full-Time Firefighters working 24-hour shifts:
      After first year anniversary date – 4.00 hours per month
      After two years of service – 10.00 hours per month
      After five years of service – 14.00 hours per month
      After ten years of service – 20.00 hours per month

Deleted: c. Regular Part-Time Employees:¶
After first year anniversary date – 1.67 hours per month¶
After two years of service – 3.33 hours per month¶
After five years of service – 5.00 hours per month¶
After ten years of service – 6.67 hours per month

3. If an employee is called in to work during his vacation period, he may choose to take an additional day of vacation or he may be paid for that vacation day worked plus his regular day's pay. An employee shall not be required to interrupt his vacation to perform work for the City.

E. Time for Using Vacation Leave. Vacation leave assignments will be made in accordance with the preference of the employee where possible; however, leave must be taken at the convenience of the department, and the Division Director/Chief's decision as to when leave may or may not be taken will be final. Vacations and legal holidays cannot be combined in order to have extra consecutive days off to the detriment of the City. Employees may take the full vacation time all at once, provided each job shall be covered adequately. Vacation days cannot be combined with any legal holidays to the inconvenience of the City. In the event of conflicts over vacation time, seniority will take precedence; however, vacation dates can be exchanged if worked out amicably.

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F. Variation. Any variation to the provisions of this section shall require specific prior approval of the City Manager.

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Section 5. Sick Leave

A. Sick Leave Defined. Sick leave is paid leave that may be granted each eligible employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position; who is quarantined by a physician because he has been exposed to a contagious disease; for medical, dental, or optical examination or treatment; or for immediate family medical emergencies (parents, spouse, and dependent children) if specifically approved by the Division Director/Chief. The City has two categories of sick leave: regular and catastrophic. Regular sick leave is granted to eligible employees from initial employment until the employee reaches the established maximum as outlined in D. below. Catastrophic sick leave is granted to eligible employees who have accrued the maximum regular sick leave allowed. The amount of catastrophic sick leave that can be accrued is as outlined in E. below.

B. Persons Entitled. All regular full-time employees are eligible to accrue sick leave as outlined in D. below. Regular part-time, non-regular part-time, temporary, seasonal and other part-time or substitute employees are not eligible for sick leave. (Approved 10/7/82)

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C. Sick Leave for On-The-Job Injury. An employee who sustains an on-the-job injury, must report the injury to his supervisor immediately on forms provided. If the injury necessitates the employee's absence from work, he may immediately go on sick leave. He may remain on official sick leave until workers' compensation takes over. The employee will then receive only workers' compensation benefits. The City Manager may consider individual cases to receive full pay when extenuating circumstances are involved and allow the employee to use sick leave or other available leave to make up the difference. A determination will be made at the end of 13 weeks and again at 26 weeks to determine permanent disability.

D. Accrual of Regular Sick Leave. Each regular full-time employee shall earn regular sick leave at the rate of 3.7 hours per pay period. There shall be a 480-hour (12 work weeks) limit placed on the amount of regular sick leave earned by all regular full-time employees excepting firefighters. Firefighters working a 24 hours on and 48 hours off schedule shall be allowed to accrue 720 hours (12 work weeks) of regular sick leave. (Amended 1/2/86, 2/19/09)

Deleted: Regular part-time employees are eligible to earn sick leave at the rate of 1.85 hours per pay period.

Deleted: Regular part-time employees shall be able to accrue up to a limit of 240 hours (12 work weeks) of regular sick leave on a pro-rated basis.

E. Accrual of Catastrophic Sick Leave. Each regular full-time employee shall be eligible to earn catastrophic sick leave once the employee has accrued the maximum regular sick leave allowed. Regular full-time employees shall accrue a maximum of 480 hours of catastrophic sick leave; regular firefighters working a 24-hour shift shall accrue a maximum of 720 hours of catastrophic sick leave. Catastrophic sick leave shall only be used once all accrued regular sick leave and any other banked leave the employee has earned has been exhausted. (Approved 4/17/03, 2/19/09)

Deleted: and regular part-time employee

Deleted: and regular part-time employees shall accrue a maximum catastrophic sick leave in an amount of 240 hours equal to a 12 work week period.

F. Reporting of Sick Leave. An employee who is absent from work because of illness is responsible for reporting to the appropriate supervisor within one (1) hour before the designated reporting time on the day of absence, and will be expected to keep his supervisor informed of his progress on a regular basis. Such leave will be charged against sick leave. Where a relief employee is required in a department which must provide 24 hours sustained service, the employee must report his absence two (2) hours before the designated reporting time. In the event of failure of compliance with the provision, the employee will be charged on the payroll with leave without pay.

G. Use of Sick Leave. Sick leave is not to be considered a right, which an employee may use at his discretion, but a privilege not to be abused. Division Directors/Chiefs who feel an employee is abusing the sick leave privilege may require the employee to furnish a doctor's certificate for each period of absence regardless of the provisions of H. below.

H. Doctor's Certificate. If an employee shall be absent for more than three (3) days, he shall be required to submit a doctor's certificate upon his return attesting to his inability to have reported for work during his absence. (January 20, 1994)

I. Sick Leave on Termination of Employment.

1. Regular full-time Employees: Payment for accumulated regular sick leave up to the following maximum will be made upon death or retirement from the City:

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10 years total service – 240 hours (40 hour per week employees)

10 years total service – 360 hours (24 hours on/48 hours off firefighters)

15 years total service – 480 hours (40 hour per week employees)

15 years total service – 720 hours (24 hours on/48 hours off firefighters)

Deleted: 10 years or greater total service – 120 hours (Regular Part-Time Employees)

Deleted: 15 years or greater total service - 240 hours (Regular Part-Time Employees)

2. Regular Firefighters and regular full-time Police Officers: Payment of accumulated sick leave will be paid as stated in #1 when retirement occurs between the ages of 55 – 65 with 10 years or greater of service. No payment of accumulated sick leave will be made if the Firefighter or Police Officer terminates under the "25 Years and Out" option. (4/3/03; 4/17/03)

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Employees, upon separation from City service for any other reason, shall not receive payment for accumulated regular sick leave. There will be no payment for accrued catastrophic sick leave when an employee separates from City services under any circumstances.

J. Absence for Doctor's or Dentist's Appointment. An employee may use sick leave to attend a doctor's or dentist's appointment provided he notifies his supervisor as far in

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K. Illness in the Family. Regular full-time employees may use up to 24 hours of sick leave in a calendar year to attend to the illness of someone in his immediate family. Immediate family in this case shall include spouse, child or parent. (Amended 1/2/86)

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Deleted: Regular part-time employees may use up to 12 hours of sick leave.

L. Sick Leave During Vacation Periods. An employee who becomes ill during his vacation may be granted the option of turning such vacation leave into sick leave upon presentation of a doctor's certificate.

Section 6. Military Leave

A. Any regular full-time employee covered by these personnel policies who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and who is ordered to engage in field training shall be granted a military leave with pay for a period of time not exceeding 144 hours in any one (1) calendar year. In the event the Governor declares an emergency, this period of time may be extended to 240 hours. This leave of absence shall be granted in addition to his vacation.

B. When a regular full-time employee is called to active duty or inducted into the military of the United States, he shall automatically be granted a leave of absence without pay for the duration of such active military service as prescribed by U.S. Public Law 93-508.

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When a regular full-time employee is called to active duty during a declared conflict, the City shall, if the employee's total military compensation is less than the employee's City salary, compensate the employee for earnings to equal their City salary at the time of activation for up to 18 months of active duty military service.

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Each employee may be reinstated without loss of privileges or seniority provided he reports for duty with the City within 90 days following his honorable/general discharge from military service. Employees who have been classified as disabled as a result of military service shall have an additional year to report back to work with the City.

Section 7. Civil Leave

Any employee shall be given time off without loss of pay when performing jury duty or when required by proper authority to be a witness in legal proceedings, unless they are litigants (plaintiffs, defendants or other principal parties) or have any other personal or familial interest in the proceedings. Such call to duty must be reported in advance to the individual's supervisor. Employees are not required to turn over to the City any fees received for performance of these functions. Employee must return to work if excused during working hours.

Section 8. Family and Medical Leave (January 20, 1994)

Family and Medical Leave shall be granted in compliance with the Family and Medical Leave Act (FMLA) of 1993 (P.L. 103-3). Eligibility requirements and procedures for requesting leave are outlined in CAR 6-5, Family and Medical Leave. A copy of this CAR may be reviewed by

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council Members**

FROM: **Bernard J. McMullen, City Manager** Bernard J. McMullen

VIA: **Paul J. Salvatore, Financial Services Director** P.S. jc
Angela R. Egan, Purchasing Agent are
Tom Corbett, Director of Public Services Tom Corbett
David McDaniel, Manager of Facilities Maintenance DM

DATE: **February 4, 2009**

SUBJECT: **HVAC Maintenance Agreement for City Facilities**
February 19, 2009 Council Agenda

Recommendation:

Staff recommends that City Council award a one-year contract to Shumate Mechanical, with two (2) one-year automatic renewals, for the annual full servicing and preventive maintenance on HVAC and other mechanical equipment and emergency repairs for all of the City facilities.

Discussion:

The City solicited Requests for Proposals from qualified HVAC contractors for Mechanical Systems Maintenance Services for City Facilities. Three (3) qualified contractors submitted proposals. One of the requirements for this proposal was to visit each site where the equipment was located before submitting the proposal. The three contractors sent representatives that met on-site to visually examine the equipment that required the maintenance. In addition to all other required documentation, the companies presented the following cost proposals:

Shumate Mechanical	$105,996.00
Trane Building Services	$126,398.00
McKenney's, Inc.	$158,764.00

These three proposals were evaluated on the following criteria:

Cost Proposal
References
Years of Service/Technician Qualifications
Service Availability/Response Time

All three companies were determined to be well qualified for the tasks and responsibilities set forth in the proposal specifications. These criteria are especially important since the City's HVAC and other systems have been upgraded in recent years and require a higher level of technical support than they did when the last RFP's were issued.

Shumate Mechanical has been servicing the City's facilities for many years now, and has a particularly thorough knowledge of the changes and additions that our systems have undergone in recent years.

Budget Impact:

Funds are available in the 2009 Operating Budget for all the facilities.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Acting Developmental Services Director** David **Financial Services Director** P.S. jc **Assistant Financial Services Director** **Purchasing Agent**
FROM:	**City Engineer** David A. Borkowski
DATE:	**February 9, 2009**
SUBJECT:	**HVAC issues at Fire Station #82** **February 19, 2009 City Council Meeting**

Recommendation:

Staff recommends that City Council award the design of repairs to Fire Station #82 to Leo A. Daly, for the lump sum amount of **$26,951.50**.

Discussion:

Peachtree City Fire Station #82 has been experiencing humidity and heating and cooling problems for the past few years. Investigations with Leo A. Daly have revealed that the HVAC system is not adequate for the area it is serving. In addition, some of the exterior walls are not adequately insulated and sealed.

Leo A. Daly will provide the design plans and specifications for proper repairs and will provide construction administration for the project. In addition, Leo A. Daly is familiar with this project and has provided excellent service on similar projects so staff has requested a proposal for this project. Therefore, Staff also requests that the City approve Leo A. Daly as a brand name for this project.

Budget Impact:

Staff recommends that the cost come from the PIP contingency. The balance after this cost will be $23,048.00. This was not a budgeted item.

Attachment

cc: City Engineer's File

February 6, 2009

Mr. Bernie McMullen
City Manager
CITY OF PEACHTREE CITY
151 Willowbend Road
Peachtree City, Georgia 30269

Subject: **Proposal for Professional Services for the City Fire Station #82**
Proposal Number ATL-09-0007

Dear Bernie,

LEO A DALY appreciates the opportunity to offer this proposal for your consideration.

PROJECT DESCRIPTION:
Renovation of approximately 1,200 SF the existing sleeping quarters, provide one office space of existing Fire Station #82 at 105 Peachtree Parkway North in Peachtree City.

SCOPE OF SERVICES:
1. Prepare demolition drawing of the existing sleeping area and the existing ceiling.
2. Prepare schematic, construction document, and interior design drawings which include architectural, interior design, and Mep design.
3. Construction Contract Administration services for the demolition, and renovation of the project. Our services will include review of Certificates for Payments and Change Orders, site visits and observations, submittal reviews, attendance at weekly meetings, coordination with Peachtree City staff and review agencies and all close out activities.
4. Note: All services required for mold and mildew remediation are to be performed by others. (not in our scope of work)

DELIVERABLES:
1. Detailed AIA Field Reports of our observations of the demolition and repairs and retrofits for weekly as necessary site visits. It is anticipated LEO A DALY will performed site observations weekly as necessary throughout the demolition, and renovation period.
2. Copies of all submittals provided by the contractors reviewed by LEO A DALY.
3. Reviewed and signed copies of all Certificates for Payment and Change Orders provided by the contactors.
4. Close out documents, (warranty and guarantee documents, as-built documents and final certificates for payment), provided by the contractors.

COMPENSATION:
Compensation to LEO A DALY shall be a lump sum of $26,951.50, plus reimbursable detailed below.

REIMBURSIBLE EXPENSES:
In addition to the fee. LEO A DALY shall be compensated for the expenses described below, and incurred by LEO A DALY and its employees in the interest of the project. These expenses will be invoiced at cost plus 10%:

Employee owned vehicles @.58 cents/mile
Long distance communications-telephone and fax.
Tests, surveys and other technical assessments of the existing building.
Communications, postage, express mail and couriers.
Computer time @$4.00 per hour.
Printing, plotting, copying, photography and other reproductions.

PAYMENTS:
Payments are due and payable thirty (30) days from the date of the LEO A DALY monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 12 percent (12%) per year.

Bernie, we look forward to providing these services for this important project. Should this proposal meet your needs, please sign one copy and return it to us. If any revisions to this proposal is needed, please give us the opportunity to make those revisions and submit a revised proposal.

Sincerely,

LEO A DALY	CITY OF PEACHTREE CITY
Avery M. Sarden AIA, NCARB Vice President, Managing Principal	Bernie McMullen City Manager

cc: Jim Porter