City Council of Peachtree City
Agenda
January 21, 2010
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Proclamation for Kiwanis
Swearing in of New Police Officers
Recognize Years of Service – Janet Werner, 10 Years; John Jenkins, 20 Years
Recognize Police Department for CALEA Recognition

IV. **Public Comment**

V. **Agenda Changes**

VI. **Minutes**
January 7, 2010, Regular Meeting Minutes
January 7, 2010, Executive Session Minutes

VII. **Consent Agenda**

1. **Consider Alcohol License – NEW – Hilton Garden Inn**
Applications for new alcohol licenses must be approved by Council. The applicant has met the requirements in City's alcohol ordinance.
2. **Consider Request to Surplus Obsolete Technology Equipment**
Request for Council to approve the surplus of obsolete and defective computers, peripherals, cabling and electronic equipment for resale through GovDeals or proper disposal through a technology recycling company

VIII. **Old Agenda Items**

11-09-CA1 Consider Agreement with Technical College System of Georgia (formerly Griffin Tech) for Use of City Facility for English as a Second Language (ESL) and General Education Diploma (GED) Classes
Request is for approval of a previously-approved agreement with then-Griffin Tech (now Technical College System of Georgia) in order to accommodate a request from the Technical System to use their formatted agreement. Terms of the agreement remain the same, only the format has changed.

IX. **New Agenda Items**

01-10-01 Consider Options for Hotel/Motel Tax
Hotel/Motel tax law revisions approved in the 2008 legislative session allow charging up to 8% for the tax and utilizing a portion of the tax to fund construction and operation of tourism projects. Council will consider initiating process to approve changes in the hotel/motel tax.

01-10-02 Consider Lease Agreement with Dog Park Association
Proposed agreement would authorize the Dog Park Association to manage and operate the Dog Park on behalf of the City

01-10-03 Consider Funding of Council Pay Raises
Council to consider if they will fund the raises for the Mayor and Council effective January 1, 2010, that were approved by the Council in August 2007

01-10-04 Consider Salary Adjustment for Employees
Council to consider if they will approve an across-the-board salary increase for City employees

01-10-05 Consider Amendment to Smokefree Air Act – Inclusion of E-cigarettes
At Council request, staff drafted language to include battery-powered electronic cigarettes in the ordinance restricting smoking in public places and places of employment

01-10-06 Consider Reduced Amphitheater Rental Fees for High School Event
Request to approve a reduced rental fee for use of the Amphitheater by Starr's Mill Band Boosters for their annual Night of Starrs fundraiser

01-10-07 Consider Amendments to Finance Ordinance
Proposed change to the Purchasing ordinance that would allow directors and chiefs to approve up to $500 on purchase requisitions without further approval. Other proposed changes are housekeeping in nature.

01-10-08 Consider Memorandum of Understanding – Fayetteville Police Department
Council to consider revision to MOU regarding the cities' Special Response Teams that would allow a more combined effort to share resources, personnel, and unifying the teams under one command

City Council of Peachtree City
Minutes of Meeting
January 7, 2010
7:00 p.m.

The City Council of Peachtree City met Thursday, January 7, 2010, in the City Hall Council Chambers. Mayor Don Haddix called the meeting to order at 7:00 p.m. Council Members present: Vanessa Fleisch, Erik Imker, Kim Learnard, and Doug Sturbaum.

Oath of Office – Mayor, Council Posts 3 and 4
Mayor Haddix and Council Members Fleisch and Learnard each took the oath of office.

Election and Oath of Office for Mayor Pro-tem
Imker moved to nominate Sturbaum for Mayor Pro-tem. Learnard seconded. The motion carried unanimously. Haddix administered the oath of office to Sturbaum.

Announcements, Awards, Special Recognition
Haddix recognized Bryan Kenny, John Paul Niesen, and Erik Schlappi of Boy Scout Troop 181, for obtaining the rank of Eagle Scout. Erika and Cynthia Mims were recognized as the Peachtree City Youth Council Volunteers of the Quarter. Jesse Brooks of Public Works was recognized as the 2009 Employee of the Year. Lieutenant Matt Myers of the Police Department was recognized as the 2009 Supervisor of the Year.

Public Comment
Harold Yelton addressed Council concerning the fees charged at the Dog Park. His daughter had been prevented from using the park unless she paid $1 per visit or $35. He had a problem with the collection of fees when the City was not involved in the process. Yelton said he did not have any problem with the Dog Park Association, but he wanted to make sure Council was aware of the issue and asked if there was an audit process to ensure the money was properly spent. He understood there would be a Recreation Commission workshop on the issue, and it would be on the January 21 Council agenda.

Tim Lydell congratulated the new members of Council and wished them luck. He asked them to get more people involved, to get more opinions, and to get the word out. Input was needed from all the residents so Council could make the best decisions.

Al Yougel, the director of Keep Peachtree City Beautiful (KPTCB), presented recycling statistics for August, September, and October of 2009. He noted that no one knew how much was being recycled in November 2008, and that the new ordinance had gone into effect in August 2009. The first quarter results included 2,919 total tonnage of residential waste collected, with curbside recyclables accounting for 96 tons. Recyclables were three percents of the total waste collected by the five waste haulers, and the County's waste management plan goal was 25%. The total tonnage collected at the drop off stations was 105. Yougel noted that one waste hauler had 89% of the business in the City.

Agenda Changes

There were no agenda changes.

Minutes

Sturbaum moved to approve the December 17, 2009, regular meeting minutes and the December 17, 2009, executive session minutes. Imker seconded. The motion carried unanimously.

Consent Agenda

1. **Consider Authorization of Legal Organ**
2. **Consider Annual Indemnification Resolution**
3. **Consider Ethics Resolution and Amendment to Ethics Ordinance**
4. **Consider Appointment of Council Representatives to Board of Ethics**
5. **Consider Budget Amendments for FY 2010**
6. **Consider Budget Amendment for FY 2009**

Sturbaum moved to approve the Consent Agenda as presented. Learnard seconded. The motion carried unanimously.

The ***Fayette Daily News/Today in Peachtree City*** was authorized as the legal organ. The appointees to the Ethics Board included Tom O'Toole, Mark Hollums (Haddix); Joseph Clancy, John Merrick (Imker); D'Arcy Pitts, Sidney Warren (Sturbaum); Cathy Nelmes, Louise Nelson (Learnard); and Dan Haas, Eric Slepian (Fleisch).

Old Agenda Items

12-09-11 Consider Amendment to Line Creek Development Agreement

Haddix said that no public comments would be taken on the agenda item, noting that Council had received over 6,000 e-mails on the subject over the last two years. There had also been workshops and Council meetings, as well as countless one-on-one conversations. The history was very well versed, and no one was being cheated by not having a public hearing. Sturbaum noted there were two additional items on the dais – a copy of the development agreement with the proposed changes and an e-mail from Tim Lydell.

Rick Lindsey, attorney for Capital City Development Partners (CCD), addressed Council, noting that the proposed revision was to subparagraph 9(b). Currently, the agreement was that no more than three buildings with single tenants or occupants could exceed 32,000 square feet with a maximum of 50,000 square feet for any single tenant or occupant. Lindsey said the developer was willing to discuss removing two of the 50,000 square-foot buildings, or to go down to 32,000 square feet for two of the buildings, but requested that one building be increased to 65,000 square feet. The modification was needed due to the change in the economy. When the agreement was approved two years ago, the 50,000 square-foot buildings would have worked fine. Since the economy had fallen off a cliff, the retailers wanted a strong anchor tenant at the site.

Lindsey continued that Kohl's had been one of the original proposed tenants, but they had wanted 98,000 square feet. The previous Council did not grant that, approving three 50,000 square-foot stores instead. Kohl's wanted to locate in the area, if not in the Line Creek development, then at Fischer's Crossing in Coweta County. Kohl's was willing to move into a smaller store, but could not live within 50,000 square feet. Academy Sports was also interested, but also needed a building in the 65,000 square-foot range. All of the amenities and attributes would remain, including the $500,000 for the right-of-way, the 50-foot greenbelt along the rear of the property, and the restrictions on uses. Lindsey said the developer did not want to allow the interested stores to slip across the creek into Coweta County. Lindsey recalled working with Doug McMurrain of CCD when he was the City Attorney, adding that McMurrain was proactive and had worked with citizens and the City to develop a site that everyone could be proud of. He asked Council to take the proposed modification to the agreement to one more workshop with Council, Planning Commission representatives, and citizens. Having a committee look at the proposal would not take more than a month. He asked Council to table the agenda item and send it to a committee.

Haddix said he and Sturbaum had an extensive history with the issue. His argument had not changed.

Sturbaum said the Special Use Permit had been approved in June 2008. It had been on the table before, and he saw no reason to table the issue or to approve it. There was a workable plan in place.

Learnard said a lot of work had gone into the agreement, and the citizenry had turned out to help negotiate the deal. What was in place was a compromise, and they needed to deal within that framework.

Fleisch agreed. There was an agreement in place, and the developer needed to proceed.

Sturbaum moved to deny the amendment to the Line Creek development agreement. Imker seconded. The motion carried unanimously.

New Agenda Items

01-10-01 Public Hearing – Consider Annexation Request, Hyde Investments, LLLP

Mike Lorber, the land planning consultant for Hyde Investments, LLLP, addressed Council. The request was to annex 48.151 acres located in unincorporated Fayette County that was located immediately east of and adjacent to the Peachtree City United Methodist Church property. The property was currently zoned A-R Agricultural Residential in Fayette County. He referred to an aerial map and pointed out the area requested for annexation. According to the City's Land Use Plan, the area was for estate lots. The plan was to divide the property into 21 single-family lots of no less than two acres each. Camp Creek bisected the property, so six lots would be located on one side, with 15 across the creek. Lorber continued that Stagecoach Road provided access to the property from Robinson Road, and it was the only unimproved road in the City. Another option was to use Carriage Lane and go through Hyde Park, using a 50-foot right-of-way easement in first phase of Hyde Park to connect to the new area. The applicant also wanted to improve a portion of Stagecoach Road. The homes would be priced at $800,000 and more, which was consistent with the existing Hyde Park. Lorber said 11 acres of the tract were floodplain, and the applicant proposed putting those areas into conservation easements that would be owned by the homeowners. The taxes on an $800,000-plus home were approximately $10,000 annually, so over $210,000 in property taxes would be paid each year to the City, County, and Board of Education from the 21 homes. Lorber said the annexation would also ensure diversity of housing in the City during the buildout. It was the only area where estate lots were proposed in the future.

Lorber continued that, if the City disapproved the annexation request, the applicant would go to the County for the development. The property was land-used as A-R and zoned R-80 (two-acre lots). The issue with developing the area in the County was that the only access to the land was through Peachtree City. Lorber claimed the residents would be served by the City's Fire and Police Department. He said a positive approach to the development was that maybe all of Stagecoach Road could be paved with assistance from the City. Lorber added that this was the first project he had worked on that did not have staff or Planning Commission support.

Interim Community Development Director/City Planner David Rast noted that the 48.151-acre parcel was actually two tracts located immediately east of Peachtree City United Methodist Church tract. Camp Creek, which formed the eastern boundary of the City, bisected one of the tracts. Eleven acres of the parcel were floodplain and were undevelopable. The County's land use designation for the property was low-density residential, and all the property located along the City's eastern border was land-used as single-family low-density residential, and it was developed as such for the most part. There was a lack of sanitary sewer in the area, and all of the lots on the eastern side of Robinson Road were served by septic. The zoning of the parcels located in the City was Estate Residential (ER), three-acre lot minimum, except for Hyde Park, which was zoned Limited Use Residential-9 (LUR-9). Several lots in Hyde Park were less than three acres, and there were several one-acre parcels on Stagecoach Road, but they had been in existence prior to area being developed. The applicant's proposal was to include the floodplain in the lots, and floodplain would not be built upon. Rast showed a topographical map of the area, pointing out the floodplain.

Rast continued that there was a 50-foot access easement in the existing Hyde Park subdivision between Carriage Lane and Stagecoach Road that was currently used for a multi-use path. The easement would need to be turned into right-of-way to construct a road that would be dedicated to the City. The applicant also proposed improving Stagecoach Road from where the right-of-way intersected Stagecoach Road to the second cul-de-sac. The access to the area would be down Carriage Lane, which had originally been built for nine to 10 lots and now served two additional subdivisions, to the access drive to get to Stagecoach Road, then would turn again to get to the lots. The Planning Commission and staff were concerned about the amount of traffic on Carriage Lane and using it as the primary ingress/egress to the development.

Another concern was that there were several large tracts of land in the County adjacent to the applicant's up to the Longboat subdivision that were not yet developed. The concern was where the City's border would end if annexed a piece at a time. The Planning Commission unanimously recommended the annexation and rezoning request not be approved, and staff's recommendation was that the requests not be approved at this time. Establishing City borders was discussed in both the Comprehensive Plan and the Land Use Plan, and Camp Creek was considered a natural border. Approving the annexation request would extend the borders beyond Camp Creek. Stagecoach Road was also a gravel road, and the entire length of the road should be improved whether the area was developed in the City or County. There was also no compelling reason to annex the property. Staff had analyzed the lots left to be developed in the City at the same price point, and there well over 100 lots in Smokerise Crossing and 15 lots in Smokerise Estates yet to be developed, all one acre or larger lots. There were also 20 plus homes currently on the Multiple Listing Service (MLS) in that price range and above.

Rast continued that the Planning Commission talked about looking at the other tracts located in the unincorporated County to see if there was any merit to annexing them. There were emergency medical services, police, and fire issues to be resolved. Rast corrected Lorber's earlier assertion that Peachtree City would be serving the area, noting that the area was served by the County, with the City providing mutual aid only when needed. If the 48 acres were developed in the County, then the County would be the primary responders. A joint collaboration with the County Planning staff and Planning Commission had been suggested to look at how to develop the land in that area and establishing it in the City's and the County's Comprehensive Plan.

The public hearing opened. No one spoke in favor of the annexation.

Robert Brown said the annexation would be an unnecessary expansion of the City's boundaries. Annexation and development of the land was appropriate up to Camp Creek, but not beyond.

Larry Manwaring said he and his wife were strongly opposed to the annexation. The proposed zoning would be spot zoning in that area. He was concerned about providing emergency services to the area, as well as the access issue of going through one subdivision to get to another. Going through Carriage Lane to get to Phase 1 of Hyde Park had been an exception when it was developed. The applicant was asking for an exception to the exception.

Ronnie Raines noted that his Carriage Lane home had been on a dead-end cul-de-sac when he purchased it in 1995. Two months later the rezoning sign for Hyde Park went up. Now they wanted to turn the cart path into a road and bring more traffic through their neighborhood. He and his wife were strongly opposed to the annexation.

Joe Jackson agreed with the others. He asked Council to please keep everything ER, three acres. The two-acre lots were an exception.

Lorber asked to respond to some of the statements, adding that it would not be spot zoning. He pointed out that four one-acre lots already existed in the area, and there were two-acre lots on Spear Road zoned R-80. The lots in the development would be more than two acres in size. He agreed that Camp Creek should be a natural boundary such as Line Creek was on the City's western border. Regarding access to the development, Stagecoach Road needed to be improved. He recalled that Robinson Road had been a gravel road at one time, and several subdivisions were built. The road was improved by the City, County, the developer, and Local Assistance Road Program (LARP) money. The residents of the proposed development would be able to use

Stagecoach Road for access. If the project was developed in the County, Stagecoach Road would be the access road. The landowner had a right to develop the property at a reasonable use as long as it did not damage anyone around the property. Lorber said $800,000 homes would not damage other home values. By annexing the property into the City, Stagecoach Road would be improved. Lorber presented an alternate option that the City could annex the property up to Camp Creek, and the remainder could be developed in the County. He said he took a positive approach in planning, and planning prevailed over profit. As far as the right-of-way, he could not imagine the church would not want a paved road for access to the back of their property. That was a possible alternative.

The public hearing closed.

Haddix noted this was another spillover issue from the previous Council. His argument had not changed. He voted against the Step 1 request when he was a Council Member.

Sturbaum said he had voted to approve the Step 1 request to allow staff to work with the applicant. He had numerous concerns, and he could not support the request at this time.

Learnard said this highlighted the fact the City had the opportunity to work with the County on the area to figure out how the shared borders should look. The citizen input had been unified and very clear. The City had a qualified staff that had done the homework and research and had recommended the annexation not be approved. There needed to be a compelling reason to overrule the recommendation and she had not heard one.

Fleisch asked if Carriage Lane was a public road and City maintained. Rast said it was. Fleisch agreed that the annexation should not be approved.

Haddix agreed that the City and County needed to work together on a joint plan for the area.

Sturbaum moved to deny the annexation request of Hyde Investments, LLLP. Learnard seconded. The motion carried unanimously.

01-10-02 Public Hearing – Consider Zoning, Hyde Investments, LLLP
City Attorney Ted Meeker said no action was needed on this agenda item.

01-10-03 Consider Appointment of Council Representative to Tourism Association
A Council Member must be appointed annually to serve as a voting member of the Peachtree City Tourism Association (PCTA) in accordance with the PCTA by-laws. Learnard moved to appoint Doug Sturbaum as the Council representative to PCTA. Fleisch seconded. Sturbaum stated that he would abstain from the vote. The motion carried 4-0-1 (Sturbaum).

01-10-04 Consider Appointment to Fayette County Board of Health
The seven-member Fayette County Board of Health included two representatives from the City, one must be a member of the Council and the other a City resident.

Sturbaum moved to appoint Haddix to the Fayette County Board of Health. Learnard seconded. Haddix stated he would abstain from the vote. The motion carried 4-0-1 (Haddix).

Sturbaum moved to approve Dr. Thomas Faulkner as a representative from the City to the Fayette County Board of Health. Fleisch seconded. The motion carried unanimously.

01-10-05 Consider Bid for SR 74 South Frontage Road Segment Project

City Engineer Dave Borkowski addressed Council, noting the staff recommendation was to award the bid to On-Site Paving for an amount not to exceed $44,721 for the construction of a frontage road by the Police Department. Borkowski said a deed restriction on the property required the City to complete the frontage road along SR 74 to the access road to the Police Department. The frontage road currently terminated just before the Police Department. Staff re-evaluated the project, deciding that it was not necessary to extend the frontage road in front of the Police Department. Everything that was needed could be accomplished with a shorter segment, a few hundred feet long, from the Police Department road to the frontage road. Everyone had agreed to the change, and it met the deed restriction. Adding the access road segment would allow the Police access to a curb cut when heading south without having to go north first. The access road was part of the 2005 Special Local Option Sales Tax (SPLOST) and was originally budgeted for $335,050. The cost savings was significant.

Learnard clarified that the project would give the Police Department a second way out of their facility. Borkowski said it did, and the access road also satisfied the deed restriction on the property.

Imker asked how much traffic the Police would encounter when trying to cross SR 74 to go south. Borkowski said it was approximately 1,200 feet from the curb cut to the Crosstown Road traffic signal, which should allow adequate times to make the turn.

Haddix noted that the original plan took out a lot of trees. The new plan was not only cheaper, but was also environmentally smarter.

Imker said this had been a huge opportunity for saving money, and the remainder of the budgeted funds could be re-directed to other SPLOST needs. He said he appreciated this kind of thinking from staff.

Sturbaum said the plan met the deed restrictions and would help with response times. He agreed with Imker and complimented staff on the work. Sturbaum moved to approve the Police Station frontage road segment project and to award the bid to On-Site Paving, Inc. for an amount not to exceed $44,721. Imker seconded. The motion carried unanimously.

01-10-06 Consider Flexible Spending Account (FSA) Addition to Employee Benefits

Sturbaum moved to approve the Flexible Spending Account as provided by staff. Imker seconded. The motion carried unanimously.

Administrative Services Director Nikki Vrana thanked Council, noting that the employee training on the new benefit would begin the end of the next week.

Council Staff Topics

Appointment of Council Liaisons to Authorities and Committees

Haddix read the list of appointments. They included Haddix - Development Authority of Peachtree City (DAPC), Fleisch – Planning Commission, Imker - Airport Authority (PCAA) and Water and Sewerage Authority (WASA), and Learnard – Recreation Commission and Library Commission.

City Manager Bernard McMullen reported that the Flat Creek bridge approach construction was going well. The final inspection on the bridge would be soon, and the handrails needed to be added. The asphalt portion of the multi-use path would be done as soon as the contractor was out of the way. The asphalt portion would be done in-house.

Sturbaum moved to convene in executive session for real estate at 8:27 p.m. Learnard seconded. The motion carried unanimously.

Sturbaum moved to reconvene in regular session at 8:37 p.m. Learnard seconded. The motion carried unanimously.

Sturbaum moved to accept the deed of easement for the cart path and the construction easement from Robert and Rosemarie Schultz. Learnard seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn. Learnard seconded the motion. The motion carried unanimously. The meeting adjourned at 8:39 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

City Council of Peachtree City
EXECUTIVE SESSION
Minutes of Meeting
January 7, 2010

Mayor Don Haddix called the executive session to order immediately following the regular meeting on Thursday, January 7, 2010. Council Members present were: Vanessa Fleisch, Eric Imker, Kim Learnard, and Doug Sturbaum. City Manager Bernard McMullen and City Attorney Ted Meeker were also present.

Meeker said the City was working on the easements for the cart paths for the tunnel at Pascall/SR 74. Robert and Rosemarie Schultz had dedicated an easement to the City, as well as an easement for construction of the path. He asked Council to accept the easements for the cart path and the construction.

Sturbaum moved to convene in executive session for real estate at 8:27 p.m. Learnard seconded. The motion carried unanimously.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Deputy City Clerk**

DATE: **January 11, 2010**

SUBJECT: **Alcohol License – NEW – Hilton Garden Inn**
January 21, 2010, Council Consent Agenda

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

Discussion:
Hilton Garden Inn, a hotel located at 2010 North Commerce Drive, has submitted a request for a new alcohol license. Mr. Hamel Patel has requested he be appointed as the Licensee and as the License Representative. He will attend the meeting on Thursday, January 21st, to answer any questions you may have.

Budgetary Impact:
The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for distilled spirits, $5,000, plus $500 for Sunday Sales.

Attachments

PEACHTREE CITY
PLAN TO STAY™

CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

Application For Alcoholic Beverage License

Business Name: Apsilon Management Peachtree city DBA Hilton Garden Inn Peachtree city	**Business Location:** 2010 North commerce Drive Peachtree City, Ga. 30269	
Nature of Business: Hotel / Restaurant	**Mailing Address:** 2010 North Commerce Drive Peachtree City, Ga. 30269	**Business Phone Number:** (678) 827-8400
Name of Licensee: Hemal Patel	**Home Address:** 106 Riverside close Stockbridge, Ga. 30281	**Home Phone Number:** (404) 641-8191 ~~(678) 289-1735~~ *
Name of License Representative: Hemal Patel HP ~~Rick Adlington~~ M 1/5	**Home Address:** 302 Palatine Place Peachtree City, GA 30269	**Home Phone Number:** (770) 632-5878

Please indicate type of licenses applying for:

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

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

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	**ADDRESS** Please provide Home Addresses for the individuals listed:	**PHONE NUMBERS** Please provide Home and Business Phone Numbers for individuals listed:
Rajesh Patel	3049 Jonesboro Rd Hampton, Ga. 30228	(770) 210-1948 (H) (404) 564-1701 (B)
Bhavesh Patel	3049 Jonesboro Rd. Hampton, Ga. 30228	(770) 210-1948 (H) (404) 564-1701 (B)
* Hemal Patel	106 Riverside close Stockbridge, ga. 30281	(678) 289-1735 (H) (404) 564-1701 (B)
Bharin Patel	444 Heathcliff Court McDonough, ga. 30252	(404) 564 1701 (B) (770) 506 9619 (H)
Apsilon Management Peachtree city, LLC.	3434 Browns Mill Rd. Atlanta, Ga. 30354	(404) 564-1701

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES / NO

If YES, Please Provide Name of Employee: ______________________________

PEACHTREE CITY
PLAN TO STAY™

CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

State of Georgia

City of Peachtree City

I, H.C. "Skip" Clark II, Chief of Police for the City of Peachtree City, do hereby certify that:

Hemal Madhusudan Patel
106 Riverside Close
Stockbridge, Ga. 30281

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

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

1/7/10
Date

Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

FROM: **City Manager**
Finance Director
Purchasing Agent
Systems Administrator

DATE: **January 13, 2010**

SUBJECT: ***Request to Surplus Obsolete Technology Equipment***
January 21, 2010 City Council Regular Meeting – Consent Agenda

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Recommendation:
It is recommended that the Mayor and Council approve the surplus of attached obsolete and defective computer and electronic equipment for resale through GovDeals or proper disposal through a technology recycling company.

Discussion:
As a part of ongoing repair and replacement of technology, and as a result of a reorganization and cleanup of the I.T. offices, the City has several obsolete and irreparable computer and electronic systems stored at City Hall, as listed below:

Type	QTY	Brand	Model	Serial #
BATTERY BACKUP	5	APC	n/a	n/a
BATTERY BACKUP	1	BELKIN	n/a	20V05806832WD
BATTERY BACKUP	1	ONEAC	n/a	n/a
CABLES - IDE	25	n/a	n/a	N/A
CABLES - MISCELLANEOUS	1	n/a	n/a	n/a
CAMERA	1	POLAROID	POLAROID 3000 AF	n/a
CAMERA (CHAMP KODAMATIC)	1	KODAK	n/a	HS144-10
CASH TRAY	1	UNKNOWN	n/a	N/A
COMPUTER BAGS		VARIOUS	n/a	n/a
COMPUTER POWER SUPPLY	2	TOSHIBA	n/a	n/a
DIGITAL CAMERA - HP PHOTOSMART 315	1	HP	n/a	MYBOCAJA 90
DIGITAL CAMERA - HP PHOTOSMART 315	1	HP	n/a	MYBOCAJA 73
DIGITAL CAMERA - HP PHOTOSMART 315	1	HP	n/a	MYBOCAIM 21
DISPLAY - CRT	1	TOSHIBA	n/a	n/a
DISPLAY - CRT	1	DELL	n/a	n/a
DISPLAY - CRT	1	COMPAQ	n/a	n/a
DISPLAY - CRT	1	CYBERMAX	n/a	n/a
DISPLAY - CRT	1	ACER	n/a	n/a

DISPLAY - LCD	5	DELL	n/a	n/a
FAX MACHINE	1	BROTHER 775C	n/a	U56583A5K015785
FLOPPY DRIVE, INTERNAL	15	VARIOUS	n/a	N/A
KEYBOARD TRAY	1	FELLOWS	n/a	n/a
LAPTOP (NO HDD)	1	SONY	PCG981L	A2222Z5F
LAPTOP (NO HDD)	1	TOSHIBA	Satellite 1410-S173	23012636P
LAPTOP (NO HDD)	1	TOSHIBA	TECRA AS-S611	PTA30U-014004
LAPTOP (NO HDD)	1	DELL	INSPIRON7000	H3Y3P
LAPTOP (NO HDD)	1	TOSHIBA	Satellite A60-S166	74197062Q
LAPTOP (NO HDD)	1	ITRONIX	IX250	ZZGE2207ZZ9072
LAPTOP (NO HDD)	1	TOSHIBA	PSA40U-095KZ8	54075327H
LAPTOP (NO HDD)	1	TOSHIBA	SATELLITE 1100-S101	72065827C
LAPTOP (NO HDD)	1	TOSHIBA	Satellite 1410-S173	23012622P
LAPTOP BATTERY	7	TOSHIBA	n/a	n/a
LAPTOP BATTERY	1	PANASONIC	n/a	N/A
LCD PROJECTOR	1	NEC	n/a	2100492NH
NETWORK - FIBER TO ETHERNET CONVERTER	1	STARTECH	n/a	D0833V021045105700184
NETWORK - HUB (16 Port)	1	INTERFACE ELECTRONICS	n/a	2141748
NETWORK - HUB (16 Port)	1	3COM	n/a	0100/783F037174
NETWORK - JET DIRECT 615-N	1	HP	n/a	SG293203B
NETWORK - SWITCH	1	3 COM	n/a	n/a
NETWORK - SWITCH	1	LYNKSYS	n/a	n/a
NETWORK - SWITCH	1	3COM	n/a	6ER101E6AE
NETWORK - SWITCH (48 Port)	1	NETGEAR	FSM7502	n/a
OPTICAL DRIVE, INTERNAL (CD)	1	UNKNOWN	n/a	n/a
OPTICAL DRIVE, INTERNAL (DVD DRIVES)	2	DELL	n/a	N/A
OPTICAL DRIVE, INTERNAL (LAPTOP)	2	DELL	n/a	n/a
PAPER TRAY	1	UNKNOWN	n/a	n/a
PC/CPU (NO HDD, MEMORY)	1	DELL	GX280	658YC61
PC/CPU (NO HDD, MEMORY)	1	DELL	GX270	FPK1741
PC/CPU (NO HDD, MEMORY)	1	DELL	GX280	H98YC61
PC/CPU (NO HDD, MEMORY)	1	DELL	GC270	DS5B741
PC/CPU (NO HDD, MEMORY)	1	DELL	GX60	H6H2861
PC/CPU (NO HDD, MEMORY)	1	DELL	GX279	CW5B741
PC/CPU (NO HDD, MEMORY)	1	DELL	GX270	4t5b741
PC/CPU (NO HDD, MEMORY)	1	DELL	GX280	B68YC61
PC/CPU (NO HDD, MEMORY)	1	DELL	GX280	5B8YC61
PC/CPU (NO HDD, MEMORY)	1	DELL	GX280	4PVYT51
PC/CPU (NO HDD, MEMORY)	1	DELL	GX280	F88YC61
PC/CPU (NO HDD, MEMORY)	1	DELL	GX60	6Q58L21
PC/CPU (NO HDD, MEMORY)	1	DELL	GX280	148YC61
PC/CPU (NO HDD, MEMORY)	1	DELL	GX280	7J1NK71
PC/CPU (NO HDD, MEMORY)	1	DELL	DIMENSION 4400	44CJ711
PC/CPU (NO HDD, MEMORY)	1	DELL	DIMENSION 4300	51D2X01
PC/CPU (NO HDD, MEMORY)	1	APPLE	POWERMAC 5500	TY8100P9B8W
PC/CPU (NO HDD, MEMORY)	10	GINSTAR	N/A	N/A
PDA - IPAQ POCKET PC	1	COMPAQ	n/a	N/A
PERIPHERAL - BRAVO II DISC PUBLISHER	1	PRIMERA	n/a	2070101995
PERIPHERAL - DIGITAL VIDEO CREATOR 150	1	DAZZLE	n/a	203560723050713830
PERIPHERAL - KEYBOARDS, PS2	13	VARIOUS	n/a	n/a

PERIPHERAL - MOUSE, PS2	12	VARIOUS	n/a	n/a
PERIPHERAL - SCANNER	1	UMAX 1220U	n/a	H8600688A011047
PERIPHERAL - USB KEYBOARD	1	DELL	n/a	N/A
PERIPHERAL - WIRELESS KEYBOARD	1	MICROSOFT	n/a	5524800324772
PLASTIC MONITOR RISER	1	UNKNOWN	n/a	N/A
PLASTIC TRAY	1	n/a	n/a	n/a
PORTABLE UNIVERSAL DOCKING STATION	7	KENSINGTON	n/a	N/A
POWER INVERTER	1	TRIPP LITE	n/a	n/a
PRINTER - DOT MATRIX	1	STARR	M114A	A950010132
PRINTER - DOT MATRIX	1	EPSON	LQ570E	CCBY094606
PRINTER - INKJET	1	HP	DESKJET 460	MY63R4Z059
PRINTER - INKJET	1	HP	OFFICE JET 570	c3801a
PRINTER - INKJET	1	hp	DESKJET 812C	MX99D1V0PG
PRINTER - INKJET	1	CANON	CJ34100	ELG10720
PRINTER - LASER	1	SAMSUNG	ML-2510	3V61BKEPA27336
PRINTER - LASER	1	HP	LASERJET 2015DN	CNBJN41654
PRINTER - LASER	1	HP	LASERJET 4500N	C4089A
PRINTER - LASER	1	BROTHER	MC8460N	U61508M6J343728
PRIVACY SCREEN FOR CRT	1	FELLOWS	n/a	n/a
TELEPHONE	3	NEC DESK PHONE	n/a	n/a
TELEPHONE	1	PAIR PHONE JACK OUTLET	n/a	n/a
TELEVISION (CRT)	1	SHARP	n/a	102831683

Staff requests that the Mayor and Council approve the surplus of these items so that they may be sold or be disposed of in a safe manner. Staff has utilized Govdeals.com for purchase of this surplus equipment with some level of success in the recent past. If such equipment cannot be sold through Govdeals.com, there are local technology-recycling companies willing to accept our equipment at no cost to the City.

To the best of staff's knowledge and abilities, none of the items that are in this list for surplus contain any sensitive data, and these systems are of no further practical use to the City (most are beyond their useful lives and are irreparable or more costly to repair than to replace).

Budget Impact:
The continued storage of such equipment is a critical space issue in both the IT offices and at offsite storage in other City facilities. All reasonable efforts have been made to utilize any components (hard drives, optical storage, video cards, etc.) for repair and maintenance of the current City inventory of computers. The prompt turnaround of obsolete equipment would be advantageous to the City as storage space is at a premium. If the items can be sold via Govdeals.com, the City will gain a small amount of revenue from such a purchase. If these items cannot be sold online, a technology recycling company has offered to collect portions of the equipment that have salvageable value to them. In either case, the City would be rid of obsolete equipment with no expense or liability. There is a possible small positive revenue impact felt by this approval; the systems are beyond their useful life expectancies, and repair costs are greater than replacement costs.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**
Finance Director
Leisure Services Director

DATE: **January 14, 2010**

SUBJECT: **Consider Approval of Agreement Technical College System of Georgia (formerly Griffin Technical School)**
For City Council Meeting January 21, 2010

Recommendation:
That Council approves the attached agreement between Technical College System of Georgia and the City and authorizes the mayor to sign the agreement.

Discussion:
City Council approved an agreement between then-Griffin Tech and the City at the November 5, 2009 Council meeting (memo attached). That agreement provided for rental space from the City to Griffin Tech, enabling the school to continue teaching GED and ESL classes here. The agreement had been approved by Griffin Tech's Vice President for Adult Education at the Griffin campus; however, when his higher headquarters in Atlanta reviewed the agreement, they requested that they use their standard agreement form as a matter of procedure. The attached agreement has been reviewed by the City Attorney, City staff and Technical College System officials. The terms of this contract are identical to the previous agreement, only the format of the document has changed. This agreement also reflects the name change that Griffin Technical College adopted after the first of the year.

Budget Impact: No negative budget impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager** AV for BJM
Finance Director P.S.
Leisure Services Director

DATE: **October 23, 2009**

SUBJECT: **Consider SCT and Griffin Tech Lease Agreements**
For City Council Meeting Nov. 5, 2009

Recommendation:
That Council approves two lease agreements and authorizes the mayor to sign the agreements.

Discussion:
Currently the city is providing 1,584 square feet of office space for the Southern Conservation Trust on the lower level of the building housing the Amphitheater Ticket Office. SCT provides a service to the city by overseeing the Line Creek and Flat Creek nature programs. The city also provides classroom space in the Gazebo at Shakerag (Amphitheater complex) to Griffin Tech, where they provide English as a Second Language and GED classes for Peachtree City and Fayette County residents. By direction of Griffin Tech the local school was instructed to find space that was more suited to their needs. After discussion with all parties involved, it was determined that the 1,584 square foot space currently occupied by SCT would be more suitable for use by Griffin Tech, and the SCT board voted to accept the space at the Gazebo for their purposes.

If approved, the move is planned for mid-December. The City will assist in the moving process to facilitate routine maintenance items that will be performed in both spaces to make them ready for the move-in.

Budget Impact:
Per the schedule in the Griffin Tech agreement, rental revenue the first year will be $4,800 increasing each year to $7,416 by 2014 with a 3% increase each year after that. There will be no budget impact regarding the authorization or implementation of the SCT agreement.

SSN/FEI #__________________

STATE OF GEORGIA,

RENTAL AGREEMENT# 7792

COUNTY OF FULTON

RENTAL AGREEMENT

This **RENTAL AGREEMENT,** hereinafter referred to as "Agreement", made and entered into this 30th day of December, 2009, by and between The City of Peachtree City, Georgia, a Georgia Municipal Corporation whose complete business address is 151 Willowbend Road in Peachtree City, Georgia 30269 Party of the First Part, hereinafter referred to as Landlord [and when referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) will be used], and the Technical College System of Georgia an agency, department, commission, board or bureau within the State Government of Georgia, whose complete business address is 1800 Century Place, N.E., Suite 550, in Atlanta, Georgia 30345-4308 Party of the Second Part, hereinafter referred to as Tenant [and when referred to in this Agreement by a pronoun the third person, singular number and neuter gender (it) will be used].

WITNESSETH THAT:

ARTICLE I PREMISES RENTED AND USE TO BE MADE OF THE PREMISES BY THE TENANT

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the parties hereto, does hereby this day grant, demise and rent upon the covenants, agreements, provisions, terms, conditions and stipulations herein stated, unto the Tenant those certain premises situated in Fayette County, Georgia, and being more particularly described as follows, to wit:

Approximately 1,584 square feet of classroom space located at 201 McIntosh Trail, in Peachtree City, Georgia 30269.

The above-described premises being shown and delineated on a floor plan, drawing prepared for the Landlord and Tenant by the Landlord and entitled Exhibit A (floor plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

Also included as a part of the above-described premises are all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for classroom space, the above-described premises, together with all the fixtures, improvements, tenements and appurtenances, thereunto belonging or in anywise appertaining including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

ARTICLE II

TERM

This Agreement shall be for a term of 6 months, commencing on the 1st day of January, 2010, and ending at 12:00 o'clock midnight on the 30th day of June, 2010, unless this Agreement shall be sooner terminated as hereinafter provided.

ARTICLE III

FIXED RENTAL

For the use and rent of the above-described premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed equal monthly rental of $400.00 dollars, beginning on the 1st day of January, 2010, and payable thereafter on the 1st day of each and every calendar month during the said term, being at the rate of -------$4,800.00----------------------------- dollars per annum.

ARTICLE IV

OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND THE TERM OF THIS AGREEMENT

SEE EXHIBIT B ARTICLE 1

The Landlord, in consideration of the premises and of the covenants, agreements, provisions, terms, conditions and stipulations herein agreed to be mutually kept and performed by both of the parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending the term of this Agreement, at the expiration of the aforementioned term, on a year-to-year basis for four (4) consecutive years beginning on the 1st day of July and ending on the 30th day of June of each each such succeeding term in accordance with thte terms set forth in Article 1 of Exhibit B attached hereto and incorporated herein by express reference.. Said renewal or extension shall be upon the same covenants, agreements, provisions, terms, conditions and stipulation as herein set forth and at the same monthly rate of rental herein stipulated; provided, however, that notice of Tenant's desire to exercise such right, privilege and option shall be given to the Landlord at least forty-five (45) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions and stipulations of this Agreement on the part of the Tenant to be performed, kept and observed have been fully and faithfully performed, kept and observed by the Tenant.

ARTICLE V

COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS AND STIPULATIONS OF THIS AGREEMENT

Purpose Of Article And Paragraph Identification Reference

1. The brief, captioned Article and Paragraph Identification References which appear in the left hand margin of this Agreement are for the purposes of convenience only and shall be completely disregarded in construing this Agreement.

Definitions

2. A. The word "Landlord" as used in this Agreement shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.

B. The word "P(p)remises" as used in this Agreement shall include not only the particularly above-described property but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

C. Any and all references to the word "T(t)erm" of this Agreement shall include not only the original term but also any renewal or extension of the original term.

Time Is of The Essence

3. All time limits stated in this Agreement are of the essence in this Agreement.

Notices

4. All notices, statements, demands, requests, consents, approvals and authorizations, hereunder given by either party to the other shall be in writing and sent by United States Registered or Certified Mail, postage prepaid, and addressed to the party to be notified at such party's address as shown in this Agreement. Either party to this Agreement may from time to time by notice to the other designate a different address to which notices shall be sent. The day upon which the notice is placed in the mail shall be treated as the date of service.

Covenant Of Title And Quiet Enjoyment

5. Landlord covenants that he is seized of the premises in fee simple absolute. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.

Notice Of Appointment Of Agent

6. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the premises until notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the party appointing such agent.

Change In The Ownership Of The Premises

7. No change or division in the ownership of the premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the premises shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the premises.

Binding Effect On Heirs, Assigns, Etc.

8. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the parties hereto, and shall be deemed and treated as covenants real running with the premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heir(s), legal representative(s), devisee(s), legatee(s), next-of-kin, successor(s) and assignee(s) of said party, the same as if in each case expressed.

Landlord's Failure To Deliver The Premises At The Commencement Of the Term

9. Should the Landlord, for any reason whatever, be unable to deliver possession of the premises to the Tenant at the commencement of the term, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the immediately preceding option then it is agreed by the parties hereto that there shall be a total abatement of rent during the period between the commencement of the term and the time the Landlord delivers possession of the premises to the Tenant.

Destruction Of Or Damage To The Premises

10. In the event the premises, either prior to the commencement date of the term of this Agreement or during the term hereof, shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and the premises shall not thereafter be repaired by the Landlord at his cost and expense with reasonable promptness and dispatch, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof and rent (if any) shall be payable only to the date of such damage. Should the premises either prior to the commencement date of the term of this Agreement or during the term hereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the Landlord agrees that the premises, at the Landlord's cost and expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of the partial destruction of the premises there shall be a fair abatement in the rent payable during the time such repairs and restoration are being made. Such proportionate deduction of rent to be based upon the extent to which the making of such repairs and restoration shall interfere with the business carried on by the Tenant on the premises. Full rental shall again commence after completion of the repairs and restoration of the premises by the Landlord. In connection with the foregoing, it is agreed by the parties hereto that the Tenant's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy by the Tenant, as to the extent that such repairs and restoration interfere with the business of the Tenant carried on by the Tenant on the premises, and as to whether the repairs and restoration are being made by the Landlord with reasonable promptness and dispatch.

Insurance

11. Landlord shall and will, at his own cost and expense during the term of this Agreement, keep the premises insured against loss and damage by fire and other casualties or catastrophes for not less than the amount the premises were last assessed for the purpose of property taxation. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with Certificates or other acceptable evidence that such insurance is in effect. Tenant shall insure or self-insure at its own cost and expense its fixtures, furnishings, equipment and personal property which may be used or stored on the Premises.

Use Of The Premises And Insurance Requirements

12. Tenant shall not use the premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the premises nor acts done on the premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the premises. The Tenant further agrees not to sell, or permit to be kept for use on the premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

Cancellation Of This Rental Agreement By Landlord

13. Should the Tenant at any time be in default in the payment of rent, or in the performance of any of the provisions of this Agreement, and fail to remedy such default within twenty (20) days after notice thereof from the Landlord, Landlord may enter and repossess the premises, expel and remove the Tenant and Tenant's effects therefrom.

Holding Over

14. Any holding over, or continued use and/or occupancy by the Tenant, of the premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in ARTICLE III above and under the same provisions in force at the expiration or termination of this Agreement.

Condemnation

15. In the event, during the term of this Agreement, the whole or any part of the premises shall be taken by any Municipal Corporation, County, State or Federal government, or any other authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the premises by the Tenant for the purpose stated in ARTICLE I hereof shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant

surrenders possession of the premises. When only a portion of the premises are taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the premises must be surrendered or whether it will remain on the premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the premises will be taken under such proceeding. In the event the Tenant elects to remain on the premises under the conditions set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. The rights of the Landlord shall in no way prejudice or interfere with any claim which the Tenant may have against the corporation, government or authority exercising the power of eminent domain or condemnation for damages or for destruction of or interference with the business of the Tenant on the premises.

Lessor
Lessee

Rubbish Removal

16. Landlord shall keep the premises clean, ~~both inside and~~ outside, at his own cost and expense, and shall see that all ashes, garbage, trash, excelsior, straw and all other refuse is removed from the premises.

Repairs By The Landlord

17. During the term of this Agreement, Landlord shall, at his own cost and expense, service, replace, keep and maintain in good order and repair each and every part and portion of the premises together with any improvements or additions the Landlord might install or place on the premises in the course of the term of this Agreement. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the existing premises or to any improvements or additions made to the premises by the Landlord shall not be construed as a waiver by the Tenant on this provision. In the event that Tenant constructs or erects any additions and/or improvements on the premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair. Tenant shall be responsible for minor routine maintenance or replacement of items such as changing filters, replacing lightbulbs and minor plumbing repairs caused by its normal use of the systems.

Entry For Inspection And Repairs, Alterations Or Additions

18. Tenant shall permit Landlord, his agents or employees to enter onto the premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the premises.

Lessor
Lessee

Janitorial Services

19. ~~Landlord shall furnish, without additional charge to the Tenant, janitorial services for general cleaning of the premises. Landlord shall use care to select honest and efficient employees. Landlord shall be responsible to the Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with Tenant's full enjoyment of the premises.~~

Utilities

20. With the sole exception of telephone, Landlord shall furnish and pay for, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the premises. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the Landlord. In the event of interruption in water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same. Landlord shall furnish and pay for water and sewer.-After the initial term of this Agreement, landlord and Tenant may review the utility use by the Tenant and re

Notice To The Landlord of Damage(s) Or Defect(s)

21. Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at his own cost and expense.

Taxes And Assessments

22. Landlord, during the term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the premises.

Termites, Rodents and Pests

23. Landlord shall, at his own cost and expense, keep the premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the premises by the same during the term of this Agreement.

Removal of Improvements, Erections, Additions And Alterations Made By The Tenant

24. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the premises for the conductance of the Tenant's business. All improvements, erections, additions and alterations installed or placed on the premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the premises, the Tenant agrees to repair any specific damage directly resulting to the premises from such removal.

Removal of Fixtures, Etc. By The Tenant

25. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the premises.

Waiver Of Right

26. The waiver by Landlord, or by Tenant, of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement.

Entry For Carding, Etc.

27. In the event the Tenant does not exercise the renewal or extension option provided in ARTICLE IV above, then it is agreed that the Landlord may, within forty-five (45) days next preceding the expiration of the term of this Agreement, card the premises thereby advertising the same "For Sale", "For Rent" or "For Lease". Landlord, after first securing from the Tenant a date and time, may enter on the premises to exhibit the same to prospective purchasers, tenants or lessees.

Abandonment Of Premises By the Tenant

28. During the term of this Agreement, Tenant agrees not to abandon or vacate the premises without cause.

Waste And Nuisance

29. Tenant shall not commit, or suffer to be committed, any waste upon the premises or any nuisance or other act or thing which may disturb the enjoyment of any other Tenant, if there be any, in the building in which the premises may be located.

Assignment And Subletting Of Premises By the Tenant

30. Except to another agency, department, commission, board or bureau within the Executive Branch of the State Government of Georgia, to another branch of the State Government of Georgia, or to a State Authority, Tenant shall not assign this Agreement, or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the premises, or any portion thereof, without the written consent of Landlord first having been had and obtained. However, it is agreed by the parties hereto that Landlord shall not unreasonably withhold such consent. Any such assignment or subletting without such consent shall be void, and shall at the option of Landlord, on twenty (20) days notice to Tenant, terminate this Agreement. Consent to one assignment and/or subletting shall not destroy this provision and all later assignments and/or subletting shall likewise be made only with the prior consent of the Landlord, which consent shall not unreasonably be withheld.

Effect On Assignment And Subletting When The Tenant Surrenders The Premises

31. The voluntary or other surrender of this Agreement by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, either terminate all or any existing sublets or sub tenancies or operate as an assignment to him of all or any existing sublets or sub tenancies.

Surrender Of The Premises

32. Tenant shall at the expiration of the Agreement surrender up the premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.

Invalidity Of A Provision Or A Portion Of A Provision

33. Should any provision or portion of any provision of the Agreement be held invalid by a Court of competent jurisdiction, the remainder of this agreement or the remainder of such provision shall not be affected thereby.

Further Special Provision(s)

34. Insofar as the following special provision(s), conflict(s) with any of the foregoing provisions, the following provision(s) shall control: [If there are no special provisions please insert in the space below the word "NONE".]

(a) Landlord shall be responsible for compliance with all applicable permitting and zoning ordinances and requirements, local and state building codes, life safety codes, handicap accessibility codes, The Americans With Disabilities Act (ADA-1990), and the securing of a certificate of occupancy for the modification or construction of the above-described premises.

(b) Landlord and Tenant hereby certify that the provisions of law contained in an Act prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State as set forth in O.C.G.A. §45-10, Art 2, Part 1 (Ga. Laws 1983, P. 1326, as amended) have not been and will not be violated in any respect by this Agreement.

(c) ______________________ See Exhibit A and Exhibit B attached hereto and by reference ______

______________________ incorporated herein ______________________

____

Tenant Restriction for Bond Financing

35. Tenant has not and will not participate in the structuring, offering, or issuance of bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to the bonds or the financing of the Premises, and no moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of the bonds or financing.

Entire Agreement

36. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the premises. There are no provisions, understandings, representations or inducements, either oral or written, between the parties other than those hereinabove set forth. It is further understood and agreed that no subsequent alteration, amendment, modification, change or addition to this Agreement shall be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

SIGNED, SEALED AND DELIVERED As to Landlord, in the presence of:	**LANDLORD**
______________________________ Witness	______________________________(L.S.)
______________________________ Notary Public My Commission Expires:	______________________________(L.S.)
______________________________ (AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)	By______________________________(L.S.) Title______________________________ ATTEST:______________________________(L.S.) Title______________________________

SIGNED, SEALED AND DELIVERED As to Tenant, in presence of:	**TENANT**
______________________________ Witness	______________________________(L.S.)
______________________________ Notary Public My Commission Expires:	______________________________(L.S.)
______________________________ (AFFIX AND IMPRESS NOTARY PUBLIC SEAL HERE)	By______________________________(L.S.) Title______________________________

APPROVED AS TO CONTENT:

STATE PROPERTIES COMMISSION
TRANSACTION MANAGEMENT

By: ______________________________

Date: ______________________________

#7792

EXHIBIT A

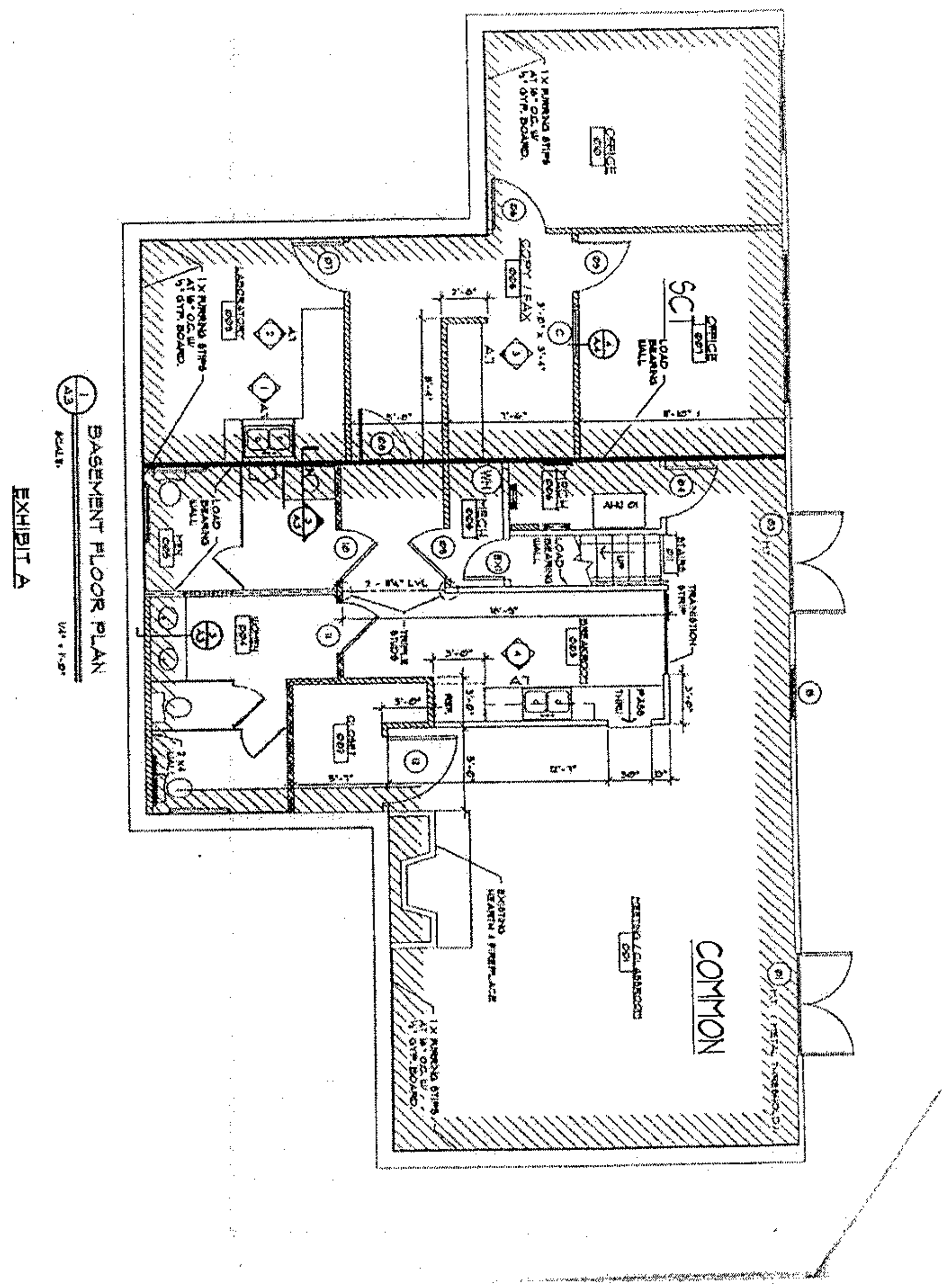


EXHIBIT B

1. PROVISION FOR TENANT TO EXTEND OCCUPANCY:

a. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2011 (beginning July 1, 2010 and ending June 30, 2011) the rental rate for the 1,854 square feet covered by this Agreement shall be $5,592.00 per year or $466.00 per month.
b. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2012 (beginning July 1, 2011 and ending June 30, 2012) the rental rate for the 1,854 square feet covered by this Agreement shall be $6,384.00 per year or $532.00 per month.
c. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2013 (beginning July 1, 2012 and ending June 30, 2013) the rental rate for the 1,854 square feet covered by this Agreement shall be $7,200.00 per year or $600.00 per month.
d. Should Tenant renew this Agreement as provided in Article IV for the State Fiscal Year 2014 (beginning July 1, 2013 and ending June 30, 2014) the rental rate for the 1,854 square feet covered by this Agreement shall be $7,416.00 per year or $618.00 per month.

2. PROVISION FOR UTILITIES:

During the initial term of this lease Tenant shall be responsible for any costs pertaining to telephone and data lines. Landlord shall be responsible for (if applicable) electricity, gas, water, sewer, trash, lawn maintenance, property taxes, pest control and parking lot lighting.

After the initial term of the lease (FY 2010-June 30, 2010) Landlord and Tenant will review the utility use by Tenant and may amend the Agreement to require Tenant to pay the differential utility cost incurred due to Tenant's use.

3. PROVISION FOR JANITORIAL:

During the initial term of this lease Landlord shall be responsible for janitorial services.

After September 30, 2010 Landlord and Tenant will review the janitorial service and at Landlord's option responsibility for the provision and payment of this service may be transferred to Tenant for the remainder of the Lease.

4. PROVISION FOR LEASING OF ADDITIONAL SPACE IN BUILDING:

Landlord reserves the right to execute other leases for those portions of the Premises located on separate floors of the Amphitheater Ticket Office, on-site parking areas and other designated common areas.

5. PROVISION FOR CANCELLATION:

Either party has the right to cancel this Agreement with a ninety (90) day prior written notice.

6. PROVISION FOR ADDITIONAL NOTICE:

All notices, demands and requests required or permitted to be given under the provisions of this Lease shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed to Landlord, Tenant and as follows:

If to Landlord:	City of Peachtree City Attn: City Manager 151 Willowbend Road Peachtree City, Georgia 30269
If to Tenant:	Griffin Technical College 501 Varsity Road Griffin, Georgia 30223
Georgia State Properties Commission:	Georgia State Properties Commission Transaction Management 47 Trinity Avenue, S.W. Suite G-02 Atlanta, Georgia 30334-9006

or such other address as the parties may from time to time designate in writing.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager** Bernard McMullen

DATE: **January 14, 2010**

SUBJECT: **Discuss Changes to Hotel/Motel Tax Collections**
January 21, 2010 Council Agenda

Recommendation:

Provide guidance to staff whether to pursue changing the section of State Law that Peachtree City collects hotel/motel taxes under and whether or not to increase the rate of tax.

Discussion:

The City currently collects hotel/motel taxes pursuant to O.C.G.A. § 48-13-51 (a) (3.4) at the rate of 6%. In compliance with this state code, the City retains 2% (one third of the taxes collected) for the general fund, and contracts with the Peachtree City Tourism Association to utilize the other 4% (two thirds of the taxes collected) for promoting tourism, conventions, and trade shows.

The General Assembly amended the hotel/motel tax law in 2008 in an effort to simplify the process of enacting hotel/motel tax provisions and increased the maximum rate the hotel/motel tax can be collected to 8%. The 2008 legislation authorizes the use of a limited amount of the hotel/motel tax revenue for capital projects and operation costs helpful or necessary to attract tourism. Tourism product development is defined as, "the expenditure of funds for the creation or expansion of physical attractions which are available and open to the public and which improve destination appeal to visitors, support visitors' experience, and are used by visitors." Such expenditures may include capital costs and operating expenses.

According to the Georgia Municipal Association, product development may include:

- Lodging for the public for no longer than 30 consecutive days to the same customer;
- Overnight or short-term sites for recreational vehicles, trailers, campers, or tents;
- Meeting, convention, exhibit, and public assembly facilities;
- Sports stadiums, arenas, and complexes;
- Golf courses associated with a resort development that are open to the general public on a contract or fee basis;
- Racing facilities, including drag strips, motorcycle racetracks, and auto or stock car racetracks or speedways;
- Amusement centers, amusement parks, theme parks, or amusement piers;
- Hunting preserves, trapping preserves, or fishing preserves or lakes;

- Visitor information and welcome centers;
- Way finding signage;
- Permanent, non-migrating carnivals or fairs;
- Airplanes, helicopters, buses, vans, or boats for excursions or sightseeing;
- Boat rentals, boat party fishing services, rowboat or canoe rentals, horse shows, natural wonder attractions, [picnic grounds, river-rafting services, scenic railroads for amusement, aerial tramways, rodeos, water slides, or wave pools;
- Museums, planetariums, art galleries, botanical gardens, aquariums, or zoological gardens;
- Parks, trails, and other recreational facilities; or
- Performing arts facilities

It is important to note that the new legislation does not require the City to contract with any entity for the expenditure of tourism product development funds. In other words, while a portion of the funds collected would have to be allocated, via contract, with a destination marketing organization, the tourism product development funds could be retained by the City and used for the projects listed above. Attached are examples of revenue distribution under the new law compared to the current revenue distribution of hotel/motel taxes.

Any deviation from the existing rate, or if the City desires to levy the tax under another code provision, will require the passage of local legislation authorizing the tax. As an initial step, after consulting with relevant destination marketing organizations, hotel owners, and others in the tourism industry, a city will adopt a resolution stating the proposed new hotel-motel tax rate, the allocation of proceeds, and the projects, if any, that will be funded by the tax. Under the new process, the city is required to spend the tax revenues that would be collected at the rate of 5 percent in accordance with the general 5 percent tax rate authorized in O.C.G.A. § 48-13-51(a)(3). In other words, the funds would have to be allocated similar to the current structure. For example, the city could retain funds equal to the amount that would be collected at the rate of three percent (3%) for general fund purposes, and would have to contract for the expenditure for the remaining amount of funds collected at the rate of five percent (5%)(the difference between the amount collected at 5% versus 3%).

At least half of the tax revenues collected in excess of amounts that would be collected at the rate of 5 percent are required to be spent through a contract with a destination marketing organization for purposes of promoting tourism, trade shows and conventions. The remaining revenues, if any, collected in excess of amounts that would be collected at the rate of 5 percent are required to be spent for tourism product development.

In addition to the requirement for the city to state the allocation of proceeds, the subsequent local legislation authorizing the new tax rate and purposes will include information detailing the purposes for which revenues collected in excess of the revenues that would be collected at a rate of 5 percent will be expended. Following the passage of the local legislation and its approval by the Governor, the city council would adopt an ordinance officially repealing the previous hotel-motel tax authorizing paragraph and installing the new hotel-motel tax rate and purposes.

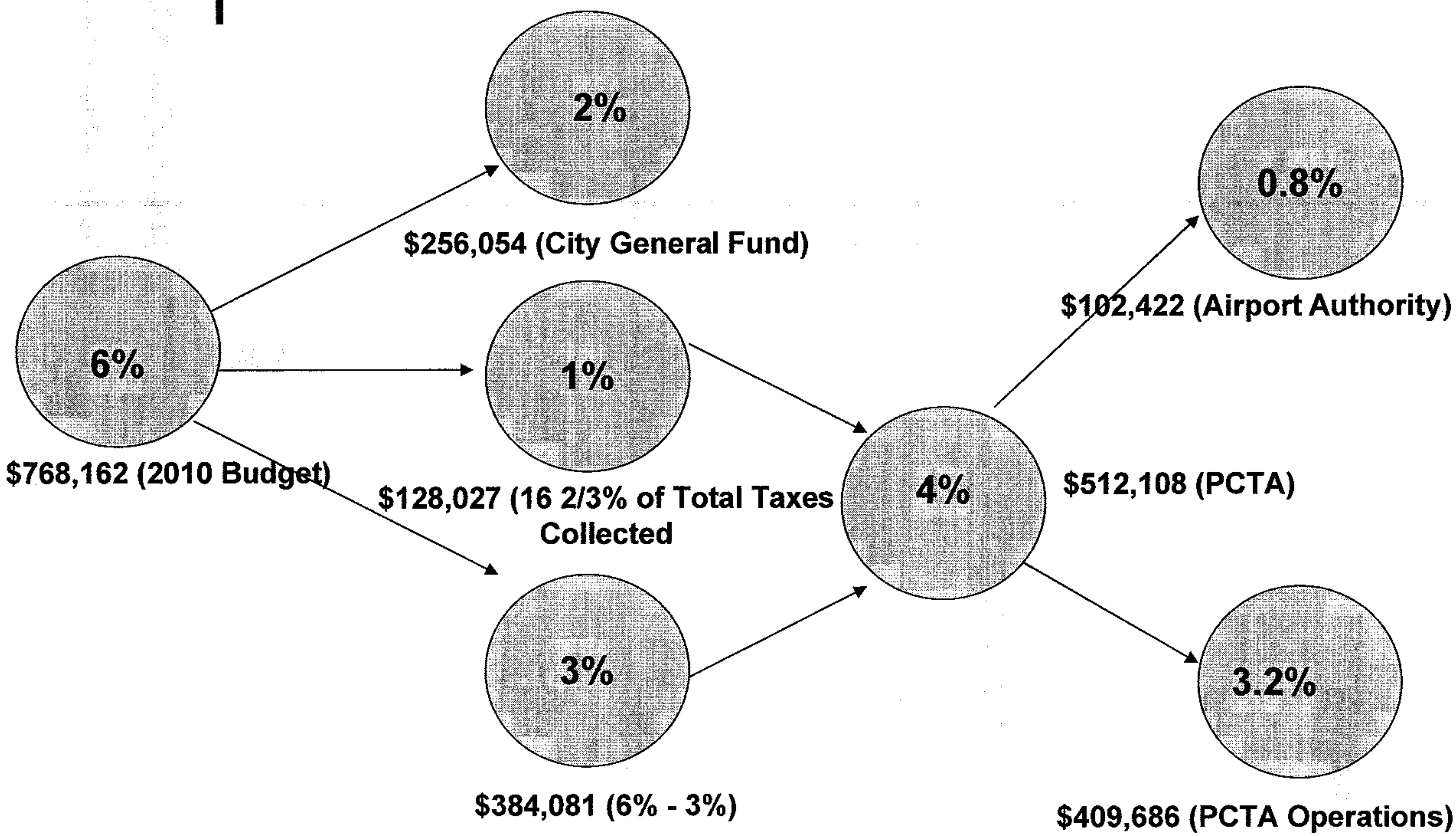
The new rate and purposes will become effective no sooner than the first day of the second month following the adoption of the ordinance by the city council.

Budget Impact:

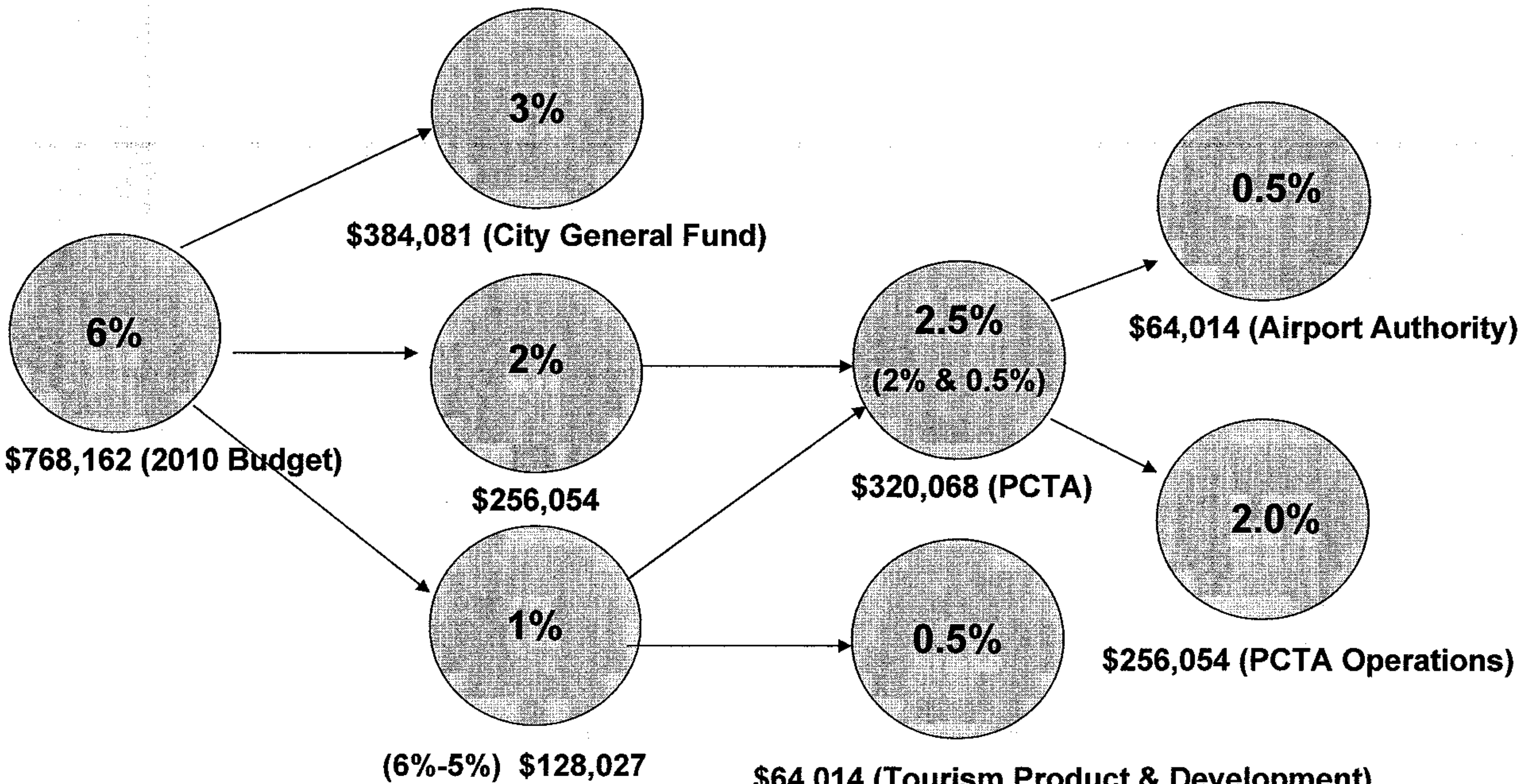
Depends on the direction received from Council, both the City general fund and total funding available for promoting tourism, conventions and trade shows and tourism product development could be positively impacted.

EXISTING Hotel/Motel Tax Distribution

(2010 Budget @ 6%)

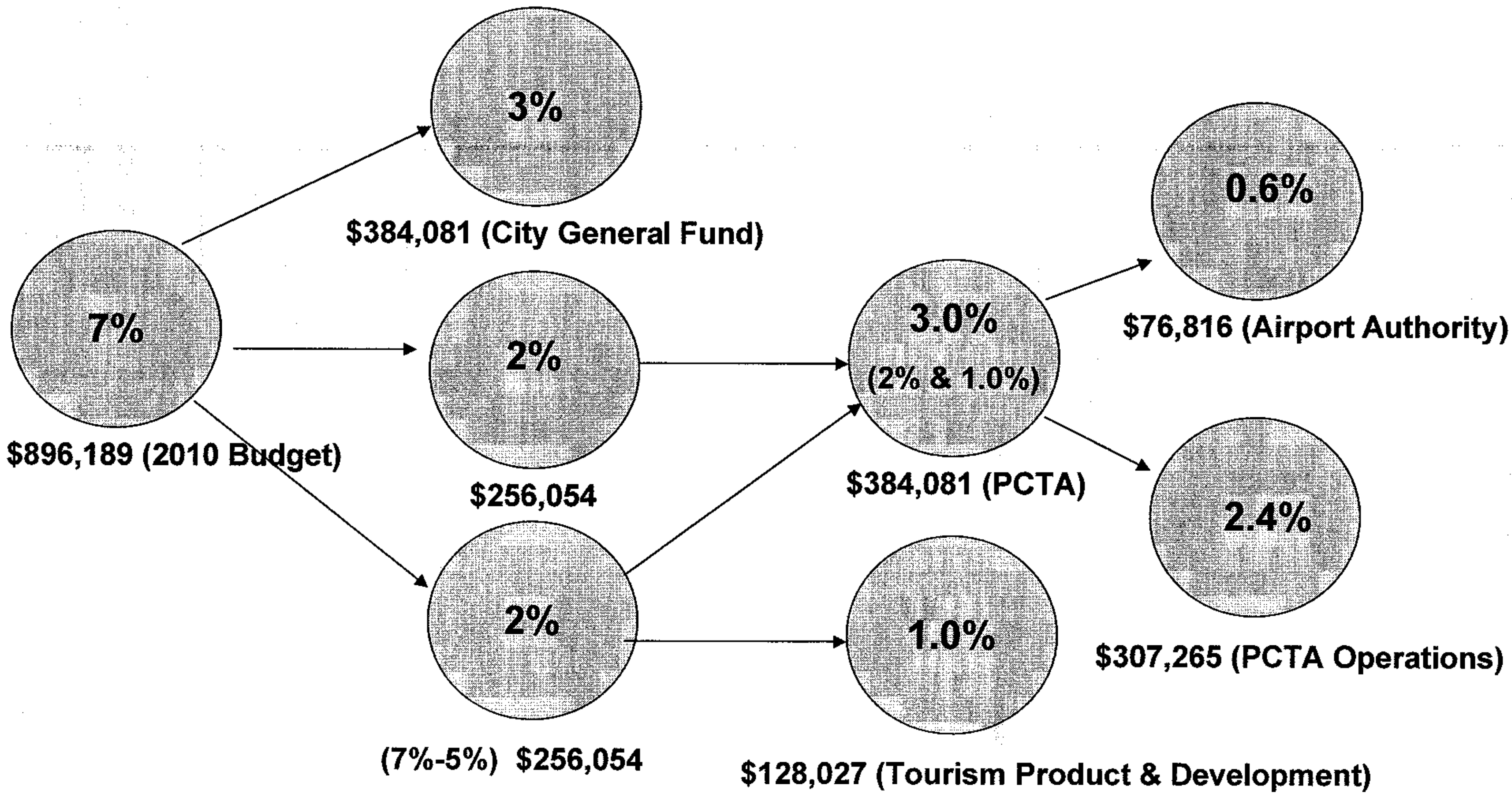


New Hotel/Motel Tax Law Distribution
(2010 Budget @ 6%)



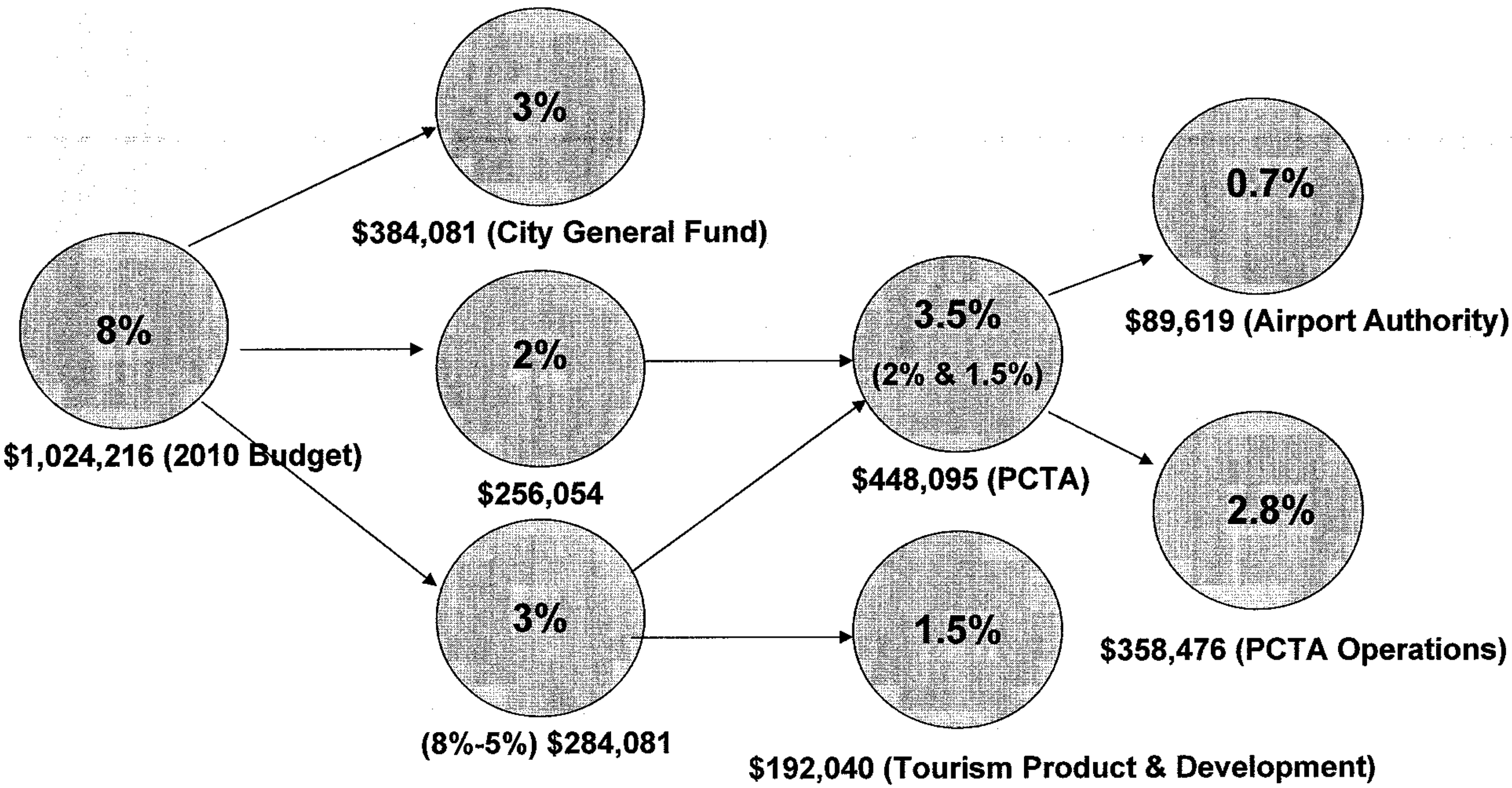
New Hotel/Motel Tax Law Distribution

(2010 Budget @ 7%)



New Hotel/Motel Tax Law Distribution

(2010 Budget @ 8%)



Comparison of Hotel/Motel Tax Distribution
(Based on Projected FY 2010 Revenues)

Distribution	Existing Collections @ 6%	New Law @ 6%	New Law @ 7%	New Law @ 8%
City General Fund	$256,054	$384,081	$384,081	$384,081
Tourism, Conventions and Trade Show Promotion	$512,108	$320,068	$384,081	$448,095
Tourism Product & Development	$0	$64,014	$128,027	$192,040

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**
Leisure Services Director

DATE: **January 14, 2010**

SUBJECT: **Consider Approval of Agreement with Peachtree City Dog Park Association**
For City Council Meeting January 21, 2010

Recommendation:
That Council approves the attached agreement between the Peachtree City Dog Park Association and the City and authorizes the mayor to sign the agreement.

Discussion:
The Peachtree City Dog Park Association has been caretaker of the dog park for several years as a volunteer association and has obtained their 501 c(3) non-profit status. The association has done a commendable job with day to day oversight of the facility as well as raising funds and in-kind contributions for significant capital improvements. In order to sustain that momentum, the Dog Park Association board requests to be appointed, in accordance with the terms of the attached agreement, as the City's agent to manage and operate the dog park. The park would still be a city facility. As the agent the Dog Park Association would conduct all operations and maintenance functions, with the exception of routine trash collection and disposal, which the parks maintenance crew will perform as they do in other parks. The city will pay utilities, which at this time consists only of water, however the Association will remit all out of county service fees to the City on or before December 31 of each year that this Agreement is in effect to repay a portion of the costs incurred by the City for water service and waste collection and disposal services.

As agent the Association would also, in consultation with the City, determine all fees, membership dues and all other charges associated with the operation of the park and establish all membership programs, rules and regulations; Facility use and access rates are to be based on cost of maintaining facility as determined by Manager and approved by the City. The agreement requires close coordination with the Director of Leisure Services and Recreation Administrator on a routine basis and any proposed capital improvements are required to be channeled through them and approved by Council if appropriate.

The Recreation Commission considered this request at a January 12 special called meeting and voted to approve a favorable recommendation to Council. The Commission also will appoint a member as liaison with the Dog Park Association and directed that member to maintain frequent contact and report status at regular Recreation Commission meetings.

In addition to the agreement between the City and the Dog Park Association, there are two additional attached documents that the Dog Park Association requested be included as part of the Council package.

Budget Impact: No negative budget impact.

14 January 2010

Bernie McMullen
City Manager, Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Dear Bernie:

The new contractual arrangement between the City and the Peachtree City Dog Park Association was approved by unanimous vote by the Recreation Commission on Tuesday. We had a very effective and informative discussion lasting several hours.

We are prepared to meet with the Mayor and Council at the 21 January 2010 meeting.

Previously, the association's Board of Directors approved a resolution related to the new contract, the park itself and city's lack of resources to effectively manage an active park such as the Dog Park. A copy of that resolution is enclosed.

Also enclosed is a letter from Jeff Richardson, DVM regarding Dog Park operations. Dr. Richardson is an established veterinarian in Peachtree City.

I request that you please include both the association's resolution and Dr. Richardson's correspondence in the council meeting packets for the 21 January 2010 meeting.

Randy Gaddo had issued a memorandum to the Recreation Commission Members related to initial discussions on the creation of the Dog Park. His comments were somewhat misleading. As the person who became the de facto central figure in those discussions at the time, I knew the circumstances and the tone of the discussion to be something beyond Mr. Gaddo's limited comments. I acknowledge Mr. Gaddo has some current personal concerns that may have kept him out of the loop not quite prepared for the discussion.

My points were easily made at the Recreation Commission meeting by reading a few lines from the 6 June 2002 City Council Minutes, revealing that user fees were, in fact, discussed as an option from the onset and that the initial proposal had been for the City of pay for the entire park and fund its maintenance, a slightly different view from what appeared in the memorandum.

Please let me know if you have any questions. We will see you 21 January 2010.

Steve Brown
President, PTCDPA

PEACHTREE CITY DOG PARK OPERATIONS AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this ____day of January, 2010 (the "Execution Date"), with an effective date of _______________, 2010 ("Effective Date"), by and among The City of Peachtree City (hereinafter referred to as "City"), the PEACHTREE CITY DOG PARK ASSOCIATION, INC., a Georgia Non-Profit Corporation (hereinafter referred to as "Manager").

W I T N E S S E T H:

WHEREAS, City owns a recreation facility located at 191 McIntosh Trail in the City of Peachtree City, Georgia commonly known as the Peachtree City Dog Park, the general location of which is depicted on the map attached hereto as Exhibit "A" (hereinafter referred to as the "DOG PARK);" and

WHEREAS, the DOG PARK is an active park necessitating continued City operation and maintenance or, in the alternative, an agreement with a third party for the operation and maintenance of the park;

WHEREAS, Manager has assisted in the operation and maintenance of the DOG PARK; and

WHEREAS, City desires to avail itself of the advice, assistance and other abilities of Manager for the management of the DOG PARK.

NOW, THEREFORE, for good and valuable consideration, including the covenants herein contained and to be performed by City and Manager, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1

APPOINTMENT OF MANAGER; OBJECTIVES

1.1 Appointment of Manager. Subject to the terms of this Agreement, City hereby retains and appoints Manager as City's exclusive agent for the purpose of managing and operating the DOG PARK (and for purposes of this Agreement, "managing and operating the DOG PARK" shall be deemed to include supervising, directing and controlling the management, maintenance, repair, marketing and operation of the DOG PARK and supervising all improvements to the DOG PARK that are authorized by City). Subject to the provisions of this Agreement, Manager, as City's agent, shall have the authority and be responsible for all facets relating to the management of the operation of the DOG PARK. Manager hereby accepts such appointment upon and subject to the terms, conditions and restrictions herein contained and agrees to perform, as City's agent, all of the services set forth in this Agreement. Regardless of any other language contained in this Agreement, it is expressly understood and agreed that, pursuant to this Agreement, Manager shall be an independent contractor, managing and operating the DOG PARK on City's behalf and this Agreement shall not create any employer-employee, joint venture, or partnership relationship, either express or implied, between Manager (or any person employed by Manager) and City.

1.2 Objectives of the Parties. City and Manager acknowledge and agree that their joint and principal objectives are to protect and maintain the facilities of the DOG PARK, to properly supervise and manage the daily operations of the DOG PARK, to provide full and accurate accounting for the financial affairs of the DOG PARK, and to operate the DOG PARK in the best interest of the DOG PARK, Manager and City.

1.3 "DOG PARK" defined. City and Manager agree that as the term "DOG PARK" is used herein, such term shall include the property located at 191 McIntosh Trail, Peachtree City, Georgia, the general location of which is depicted on the map attached hereto as Exhibit "A," and all appurtenances thereto including, but not limited to, Two (2) fenced areas- one (1) for large dogs and one (1) for small dogs, two (2) gazebos, two (2) dog water fountains, a bulletin board with rules and info, a small bulletin board, a golf cart parking area (mulched path), a small building used for storage and concession, ten (10) marble benches, three (3) large plastic trash cans, and an expansion of the existing fenced area extending approximately one hundred seventy feet (170') as depicted on the map attached hereto as Exhibit "B".

SECTION 2

OPERATIONS & RESPONSIBILITY FOR OPERATING EXPENSES

2.1 Operations. Manager shall be responsible for conducting the day to day operations and management of the DOG PARK. Manager shall use the DOG PARK for the operation of a public recreation facility to be used by animals and their owners or responsible parties. Programs shall incorporate public and resident use of the DOG PARK.

2.2 Manager's Right to Control Business Operations. Manager, in consultation with the City, shall have the authority to operate and manage the DOG PARK, including without limitation the right to (a) implement all policies and procedures and to perform any act necessary for the operation and management of the DOG PARK; (b) determine all fees, membership dues, and all other charges associated with the operation of the DOG PARK, and establish all membership programs, rules and regulations; (c) determine all personnel requirements, recruitment schedules and compensation levels and shall employ, train, promote, discharge and supervise all personnel performing services in and about the DOG PARK; (d) purchase and/or lease all furnishings, equipment, and operating supplies which Manager deems necessary or desirable for the operation of the DOG PARK; (f) establish accounting, cash collection and payroll procedures at the DOG PARK; and (g) establish advertising, sales and promotion plans with respect to the DOG PARK. Manager and City shall work together in good faith to ensure that Manager's operations are fair and free of conflicts with respect to the objectives of the parties set forth in Section 1.2 above.

2.3 Operating Responsibilities. Upon commencing operations at DOG PARK, Manager shall have the specific operating responsibilities as listed on Schedule 2.3 hereto.

the like. Manager shall also be responsible for the cost of all utilities including electric, gas, telephone and communications connections.

3.1.6 Purchase operating supplies, equipment and inventories as necessary to support the operation and maintenance of the DOG PARK.

3.1.7 Develop and implement cleaning and preventive maintenance programs for the DOG PARK.

3.1.8 Undertake repair, replacement and capital improvement projects that are free of conflicts with respect to the objectives of the parties set forth in Section 1.2 above and Georgia law.

3.1.9 With the cooperation of City as necessary, use reasonable best efforts to insure that all DOG PARK facilities and DOG PARK operations conform to the requirements of local, county, state and/or federal regulations, licenses (including liquor licenses), orders, permits and similar requirements.

3.1.10 With the cooperation of City as necessary, use reasonable best efforts to insure that licenses and permits necessary to support the operation and maintenance of the DOG PARK are kept current and in good standing.

3.1.11 With the cooperation of City as necessary, use reasonable best efforts to insure that tax reporting forms are prepared and payment obligations of the DOG PARK are satisfied in a complete, accurate and timely manner.

3.1.12 With the cooperation of City as necessary, use reasonable best efforts to monitor DOG PARK premises and facilities for situations that are potentially unsafe or potentially hazardous and if such situations are determined to be present, take immediate steps to remedy the situation in a cost-effective manner.

3.1.13 Manager shall designate a Representative who would interact with the City's Leisure Services Director and/or the Recreation Administrator (City's representatives) on an as-needed basis, but not less than one (1) time per month, so as to coordinate programming of the Manager and City, special events, and any other activities that require coordination between City and Manager.

3.1.14 Manager shall provide GCIC criminal background checks for all employees hired by Manager or persons assigned by Manager to supervise operations of the DOG PARK, or independent contractors engaged by Manager to provide services at DOG PARK. No other form/type of criminal background checks will be accepted. The City's Chief of Police will review and approve each background check, such approval not to be unreasonably withheld or delayed. If any employee hired by Manager after the Effective Date is found to be working at DOG PARK without a

2.4 Capital Improvements and Repairs: During the term of this Agreement, Manager shall be responsible for all capital improvements to the DOG PARK; provided, however, that any such improvements shall be subject to the approval of the City Council and further provided that any such improvements shall become the property of, and inure to the benefit of the City at the conclusion of this Agreement.

2.5 Operating Expenses: Manager is responsible for all operating expenses of the DOG PARK with the exception of the water utility bill and waste collection and disposal services. Manager, shall deposit all DOG PARK revenues into the DOG PARK Accounts (as defined in Section 3.2 below), and Manager shall have authority to draw upon the funds in the DOG PARK Accounts to cover operating expenses. In the event that funds in the DOG PARK Accounts are not sufficient to cover operating expenses, Manager shall deposit additional funds into the DOG PARK Accounts in accordance with Section 5.2 hereof, in order to insure that sufficient funds are available to meet the operational requirements of the DOG PARK. Manager shall remit all out of county service fees to the City on or before December 31 of each year that this Agreement is in effect to repay portion of the costs incurred by the City for water service and waste collection and disposal services from those members not currently paying recreation taxes in Fayette County or Peachtree City.

SECTION 3

DUTIES AND RESPONSIBILITIES

3.1 Duties and Responsibilities of Manager. Except as expressly set forth herein, Manager shall be responsible for the management, operation, organization, administration and maintenance of the DOG PARK. Manager shall have the authority and responsibility to exclusively operate and manage the DOG PARK and manage City-approved capital improvements in such manner as it, in its professional discretion, deems most likely to accomplish the objectives set forth in this Agreement. The responsibilities of Manager under this Agreement may include, without limiting the generality of the foregoing, the following:

3.1.1 Provide accounting, financial management and financial reporting services and support for the DOG PARK.

3.1.2 Employ all personnel required for the operation and maintenance of the DOG PARK.

3.1.3 Collect all gross operating revenues derived from the operation the DOG PARK and pay all of the DOG PARK's operating expenses from these revenues.

3.1.4 Develop and implement quality control programs, customer service standards, operating policies and procedures, and other guidelines for the operation of the DOG PARK.

3.1.5 Enter into service contracts and vendor agreements as necessary to support the operation and maintenance of the DOG PARK. Such agreements may include, but may not necessarily be limited to: pest control services and

GCIC criminal background check approved by the City's Police Chief on file with the Purchasing Agent, such action will constitute an event of default under Section 7 of this Agreement. Manager, however, shall have the right to cure such default as provided in Section 7, including without limitation, (i) obtaining a GCIC criminal background check for said employee approved by the City's Police Chief within the cure period, or (ii) terminating said employee within the cure period.

3.2 Financial and Banking Matters. Manager shall establish or designate one or more bank accounts as the operating account(s) (collectively, the "DOG PARK Accounts") for the DOG PARK. Manager will provide centralized accounting services and financial management functions and provide for adequate controls, policies and procedures to safeguard cash, inventories and all other assets of the DOG PARK. Manager's responsibilities in this regard will include, but may not necessarily be limited to, the following:

3.2.1 Collect and promptly deposit into the DOG PARK Accounts all revenue from DOG PARK operations.

3.2.2 Pay all DOG PARK expenses, including all amounts due to the City.

3.2.3 Prepare a daily report of DOG PARK cash receipts in all revenue categories.

3.2.4 Provide appropriate cash controls, including regular reviews and comparisons of daily bank deposits against cash register tapes, daily revenue reports, and periodic spot audits of on-site cash control measures.

3.2.5 Maintain the chart of accounts and general ledger of the DOG PARK.

3.2.6 Balance all accounts and maintain the balance sheet of the DOG PARK.

3.2.7 Prepare monthly profit & loss statements and other financial reports as advised by City's Financial Services Director.

3.2.8 Review and approve in advance all service contracts, leases and significant vendor relationships.

3.2.9 Reconcile monthly bank statements in a timely manner.

3.2.10 Within twenty-five (25) days following the close of each month, provide to City Manager standard monthly financial reports and such additional reports or financial information as City may reasonably request.

3.3 Personnel and Employment Matters.

3.3.1 Manager shall hire, in its own name, supervise and discharge any personnel necessary to be employed in order to properly carry out the objectives of this Agreement, and fulfill Manager's obligations under this Agreement.

3.3.2 All salaries, wages and other employment-related costs of personnel employed by Manager hereunder at the DOG PARK, including, if applicable, but not limited to: severance payments, fringe benefits, medical and health insurance, social security taxes, worker's compensation insurance, administrative charges from any professional services subcontractor or employee leasing company, and costs associated with employee recruitment or separation, shall be deemed an operating expense of the DOG PARK, and therefore the responsibility of Manager and not City. All salaries, wages and employment-related costs shall be paid by Manager from the DOG PARK Accounts. In the event that funds in the DOG PARK Accounts are not sufficient to cover employment costs, it shall be Manager's responsibility to provide sufficient funds per the provisions of Section 3.4 below.

3.4 Payroll Funding. It shall be Manager's responsibility to fund all payroll and related employment obligations. Any outstanding expenses will be the sole responsibility of Manager in the event there is no remaining cash available.

3.5 Other Employment Matters.

3.5.1 Manager will be responsible for compliance with all laws, regulations and tax requirements relative to payroll and employment, with all such expenses to be considered operating expenses of the DOG PARK and covered from DOG PARK revenues or other funds provided by Manager. Manager shall be responsible for resolving any issues related to employee compensation, unemployment claims and benefits, and all related expenses shall be operating expenses of the DOG PARK.

3.5.2 Manager will be responsible for providing Workers Compensation & Employers Liability Insurance and any Statutory Disability Coverage as may be required for the employees of the DOG PARK. The expense of such coverage will be paid by Manager and be an operating expense of the DOG PARK.

SECTION 4

INSURANCE

4.1 Insurance Coverage. Manager shall maintain the following types of insurance coverage relating to the DOG PARK and Manager's operations of the DOG PARK at all times throughout the Agreement Term:

4.1.1 Liability Insurance. Manager shall maintain, at Manager's sole expense, a policy or policies of comprehensive general liability insurance, with coverage of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury and property damage on a per location basis. City shall be named as an additional insured on such policy.

4.1.2 Performance Bond. Manager shall maintain, at Manager's sole cost and expense, a performance bond, irrevocable letter of credit or cash deposit with the City in an initial amount of $500.00 to insure the faithful performance of this agreement. City and Manager shall annually review the amount of such performance bond or irrevocable letter of credit and adjust such amount based upon the amount of prepaid memberships or any other agreements between Manager and a third party which involves advance compensation or consideration being paid to Manager for the use of the DOG PARK, for lessons to be received at the DOG PARK, or for any other benefit to be received by such third party from Manager at the DOG PARK. Such review shall occur upon the renewal date of this agreement.

4.2 General Provisions. Prior to the Execution Date and thereafter at least thirty (30) days prior to the end of each calendar year of the Agreement, Manager shall submit to City a certificate of coverage for each coverage required hereunder and proof of payment of premiums. Any insurance required to be carried under this Agreement may be included as part of any blanket or other policy or policies of insurance, so long as the amount and coverage of insurance required to be carried hereunder is not diminished. The insurance required to be carried hereunder shall be carried by an insurance company or companies qualified to do business in the State of Georgia with an A.M. Best's Key Rating Guide rating of at least A- and a financial rating of VIII or better.

SECTION 5

OBLIGATIONS AND DUTIES OF CITY

5.1 Obligations and Duties of City. City shall cooperate with Manager so as to enable Manager to carry out its obligations and responsibilities under this Agreement. This cooperation shall include, but shall not be limited to, the following:

5.1.1 Performing all contractual obligations to which it is, at any time, a party relating in any way to the DOG PARK.

5.1.2 Cooperating with Manager and promptly responding to all inquiries and requests for information, documentation or approvals to enable Manager to carry out its obligations under this Agreement; and

5.2 Manager Responsibility for Operating Expenses. Manager agrees to pay for the costs of operating and maintaining the DOG PARK in accordance with the terms of this Agreement, expressly including, without limitation, all payroll-related costs and City Fees as provided for in this Agreement. To the extent funds generated by DOG PARK operating revenues are not sufficient to fund payroll expenses or other operating expenses; it shall be Manager's responsibility to provide such funds as required by depositing them into the DOG PARK Accounts.

SECTION 6

REPRESENTATIONS AND WARRANTIES

6.1 City's Representations and Warranties. City makes the following representations and warranties to Manager:

6.1.1 The individual executing this Agreement on behalf of City has full capacity, right, power, and authority to sign the same on City's behalf and to bind City thereto. This Agreement shall be binding upon and enforceable against City in accordance with its terms.

6.1.2 To the best of City's knowledge, neither the execution and delivery of this Agreement by City nor City's performance of any obligation hereunder (a) shall constitute a violation of any law, ruling, regulation, or order to which City is subject, or (b) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which the DOG PARK or any part thereof is subject.

6.1.3 The DOG PARK is owned by City and no third party has any ownership, lease, license or use rights with respect to the DOG PARK, except as otherwise disclosed to Manager or otherwise recorded in the records of the Clerk of the Superior Court of Fayette County, Georgia.

6.1.4 City hereby represents and warrants that, as of the Execution Date, all water, sewer, gas, electric, telephone and drainage facilities and all other utilities required by law for the intended use and operation of the DOG PARK (collectively, "Facilities") are (i) installed across public property or valid easements or rights of way to the boundary lines of the DOG PARK; and (ii) to City's knowledge, in good operating condition, normal wear and tear excepted.

6.1.5 City hereby represents and warrants that, to City's knowledge, there has been no production, generation, treatment, collection, disposal, discharge or storage on the DOG PARK or in any groundwater or aquifer below the surface of the DOG PARK by City, of any hazardous or toxic substance, material or waste in violation of any applicable federal, state or local environmental laws, ordinances, restrictions, licenses or regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), Safe Drinking Water Act (42 U.S.C. §3000(f) et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), and other similar statutes of the State of Georgia or the County of Fayette. City has not received any written notices from any governmental agency regarding the existence, in violation of law, of any hazardous or toxic substance, material, or waste on the DOG PARK or in the improvements thereon or requiring the removal, clean-up, or remediation of any environmental condition relating to the DOG PARK. City represents and warrants that, to City's knowledge, the DOG PARK is not subject to any enforcement action by any governmental agency regarding the environmental condition of the DOG PARK. City further represents and warrants that, to City's knowledge, there are no underground storage tanks located on the DOG PARK. As used herein, the terms "toxic" or "hazardous" wastes, substances or materials shall include, without limitation, all those so designated and all those in any way regulated by any of the above-cited laws or regulations, or any other present environmental or similar laws or regulations.

6.1.6 City represents and warrants, to City's knowledge, there are no defects or conditions of the soil which would materially impair the use and operation of the DOG PARK.

6.1.7 Correct and Complete Documentation. To City's knowledge, all of the Documents delivered by City to Manager in connection with this Agreement are true, correct and complete in all material respects.

6.2 Manager's Representations. Manager makes the following representations and warranties to City:

6.2.1 Manager is authorized to, and in good standing to, conduct business in the State of Georgia. The individual executing this Agreement on behalf of Manager has full capacity, right, power, and authority to sign the same on Manager's behalf and to bind Manager thereto. This Agreement shall be binding upon and enforceable against Manager in accordance with its terms.

6.2.2 To the best of Manager's knowledge, neither the execution and delivery of this Agreement by Manager nor Manager's performance of any obligation hereunder shall constitute a violation of any law, ruling, regulation, or order to which Manager is subject.

SECTION 7

EVENTS OF DEFAULT; REMEDIES

7.1 Conditions of Default (Default"). The following conditions will constitute a breach of this Agreement and a default there under:

7.1.1 If Manager fails to pay or fulfill any monetary obligation of Manager to City, and Manager fails to cure such monetary default within thirty (30) days after written notice from City to Manager of such monetary default.

7.1.2 If either party breaches any representation or warranty made under this Agreement in any material respect or fails to perform any of its other non monetary obligations under this Agreement when due or called for, and the party in default fails to cure such breach or non monetary default within sixty (60) days after written notice from the non defaulting party of such breach or non monetary default; provided, however, that if the nature of the breach or non monetary default is of a nature such that it cannot be fully cured within that sixty (60) day period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service of written notice by the non defaulting party.

7.1.3 If Manager files a petition for bankruptcy and such bankruptcy petition is not dismissed or vacated within sixty (60) days after filing.

7.2 Remedies.

7.2.1 If any of the conditions identified in Section 7.1 above should occur and the party in default does not cure the default within the allotted time periods, the non defaulting party may elect to terminate this Agreement immediately and seek all remedies as provided under law and equity.

7.2.2 If either party at any time by reason of the other party's default pays any sum or does any act that requires payment of any sum, the sum paid by the non defaulting party shall be immediately due and owing by the defaulting party to the non defaulting party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by the non defaulting party until the non defaulting party is reimbursed by the defaulting party.

7.2.3 If either City or Manager should bring an action in a court of law to enforce any of its rights or remedies under this Agreement, both parties agree that the prevailing party in any such litigation shall be entitled to a recovery of reasonable attorneys' fees and costs actually incurred by way of such action.

7.3 Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of an event of Default hereunder and the continuation thereof. The failure of either party hereto to insist any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

SECTION 8

TERM AND TERMINATION

8.1 Term. The initial term of this Agreement shall begin on January _____, 2010 and end on December 31, 2010 ("Initial Term"). Thereafter, this Agreement will renew annually, at City's and Manager's mutual election no later than thirty (30) days prior to expiration, for up to five (5) additional calendar years, subject to each party's right to terminate this Agreement in accordance with its terms (collectively, the "Term").

SECTION 9

INDEMNIFICATION.

9.1 Manager's Indemnification of City. Manager shall indemnify, protect, defend and hold harmless City from and against any and all claims, demands, causes of action and liability resulting from any of the following: (a) any event, condition or activity occurring or existing during the Term; (b) Manager's performance of, or failure to perform, its obligations under any labor or employment condition or situation occurring during the Term; (c) the presence in, on, under or about the DOG PARK, or the escape, seepage, leakage, spillage, discharge, emission or release, of any hazardous materials, toxic substances or petroleum products (as defined or regulated under any and all Laws) from or through the DOG PARK in violation of Law during the Term of this Agreement, it being expressly understood and acknowledged that Manager's indemnity of City shall include, without limitation, any and all costs of any required or necessary repair, clean-up, remediation or decontamination of the DOG PARK and the preparation and implementation of any closure, remedial or other required plans; (d) any act or omission constituting negligence or willful misconduct on the part of Manager or Manager's employees or agents; (e) any claims, actions, litigation, proceedings, governmental investigations first arising after the Execution Date; and (f) any and all federal, state, county and municipal taxes, assessments, penalties and other charges (including, without limitation, sales tax) relating to the DOG PARK or the use or operation thereof during the Term.

9.2 Procedure Relating to Indemnification. Upon the occurrence of an event giving rise to indemnification, the City shall notify Manager and provide Manager with copies of any documents reflecting the claim, damage, loss or expense. The City is entitled to engage such attorneys and other persons to defend against the claim, damage, loss or expense, as it may choose. The Manager will pay the reasonable charges and expenses of such attorneys and other persons actually incurred.

SECTION 10

RENT PAYMENTS.

City recognizes that Manager will be providing essential services to City in the operation of the DOG PARK, including but not limited to operation and maintenance and any necessary capital improvements, and any other duties imposed upon Manager under this Agreement. In consideration of the provision of such services by Manager, no rent shall be charged by City.

SECTION 11

CASUALTY AND CONDEMNATION

11.1 Casualty. In the event that all or any portion of the DOG PARK is damaged or destroyed due to a casualty, City shall, to the extent of available insurance proceeds, repair, rebuild or replace the damaged or destroyed portion(s) of the DOG PARK, provided such repairs, rebuilding or replacement (the "Repairs") can be made within six (6) months from the date of the casualty. If the cost of Repairs exceeds the sum of $100,000.00, Manager shall have the right to terminate this Agreement by written notice to City within thirty (30) days from the date City advises Manager that the cost of Repairs is estimated to exceed $100,000.00.

SECTION 12

TRADEMARKS, TRADE NAMES AND SERVICE MARKS

12.1 The name "PEACHTREE CITY DOG PARK" when used alone or in connection with another word or words and any other of City's trademarks, service marks, trade names, symbols, logos and designs shall in all events remain the exclusive property of City and nothing contained herein shall confer on Manager the right to use City's trademarks, service marks, trade names, symbols, logos or designs otherwise than in strict accordance with the terms of this Agreement. Upon termination, any use of or right to use City's trademarks, service marks, trade names, symbols, logos or designs by Manager shall cease forthwith. The right to use such trademarks, service marks, trade names, symbols, logos or designs belongs exclusively to City, and the use thereof inures to the benefit of City whether or not the same are registered and regardless of the source of the same.

12.2

City shall be entitled, in case of any breach of the covenants of this Section 12 by the other party, to injunctive relief and to any other right or remedy available at law. This Section 12 shall survive termination of this Agreement.

SECTION 13

ASSIGNMENT

13.1 Assignment. Manager may not assign or subcontract, either wholly or in part, any of its rights or obligations under this Agreement without the prior written consent of City.

14.6 Attorney's Fees. If any party commences an action against the other party arising out of or in connection with this Agreement, each party shall be responsible for its own attorney's fees and costs of suit.

14.7 Headings. Headings, captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement.

14.8 Complete Agreement. This Agreement shall constitute the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties and no variance or modification thereof shall be valid or enforceable except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

14.9 Third Party Agreements. Upon the termination of this Agreement, the City shall have no obligation to assume or otherwise perform under any agreements entered into by Manager with any third party operators, service providers, equipment providers, or vendors with respect to the operation of the DOG PARK, including but not limited to any licenses, operating contracts or lease agreements. Notice of this provision shall be provided, in writing, to any such person.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY:

ATTEST:

By: Peachtree City

____
Name:_________________________
Title:__________________________

By:__________________________
Name:________________________
Title:_________________________

MANAGER:

ATTEST:

PEACHTREE CITY DOG PARK ASSOCIATION, INC., a Georgia Non-Profit Corporation

____
Name:_________________________
Title:__________________________

By:__________________________
Name:________________________
Title:_________________________

SCHEDULE 2.3

OPERATING RESPONSIBILITIES OF MANAGER

General

1. Enforcement of all rules and regulations.
2. Regulation of access to the facility and animal control thereon.
3. Management and supervision of facility property, preserving order and providing for security of facility and preventing injury to persons and animals.
4. Keeping facility open for designated number of hours and days as assigned in the agreement or at the discretion of the City
5. Inspection and maintenance of facility buildings and property.
6. Routine maintenance of the facility, with regular cleaning.
7. Repairing and replacing fencing.
8. Subject to City approval, Manager shall create a method in which to collect information of program participants and facility user satisfaction for the purpose of review by the City and Manager.

Programs, Activities and Services

9. Furnishing and paying for all costs relative to the operation and maintenance of facility and grounds including all, supplies, landscaping services, etc. The city will pay the water bill and waste collection and disposal service costs.
10. Providing proof of insurance as required by the City.
11. Intentionally omitted.
12. Facility use and access rates shall be based on cost of maintaining facility as determined by Manager and approved by the City.
13. Hours of Operation. The DOG PARK shall operate seven days a week, except during periods of inclement weather and certain holidays as identified between the City and the Manager. Hours of operation shall be established by the Manager in consultation with the Director of Leisure Services.
14. Manager will incorporate programs to City residents for no charge or at a reduced rate as well as proposed number of public access hours. Such programs shall be established by Manager in consultation with the Director of Leisure Services. Other programs may be established by Manager for the DOG PARK including, but not limited to, training classes, at Manager's discretion.

Building and Facility Responsibilities.

Improvements and maintenance of facility and equipment shall include but not be limited to the following:

15. Manager shall, at its expense, keep and maintain the premises, all buildings, structure, improvements, fixtures, trade fixtures, equipment and utility systems in good, operating usable and sanitary order and repair and in a good, safe and first-class condition.
16. Manager shall provide for general repair, replacement, rebuilding and restoration of buildings and facility grounds in keeping with the standard requirements set forth in applicable federal, state and local government regulations.

17. Manager shall be responsible for the maintenance of all interiors of buildings or structures.
18. Manager shall keep the facilities clear of trash, debris, and vermin.
19. All repairs, improvements, modifications and additions to facilities shall be channeled through the Director of Leisure Services and have the written approval of the City Manager's Office prior to implementation.

20. Manager shall provide and maintain all cleaning equipment and place trash bins in suitable locations.
21. Manager shall maintain landscaping in and around facility.
22. Manager may obtain sponsorships and provide necessary signage provided that any such signs comply with the City's Sign Ordinance.

The Honorable Mayor and Council
151 Willowbend Road
Peachtree City, GA 30269

Dear Mayor and Council:

The Board of Directors of the Peachtree City Dog Park Association desires to move forward with contractual arrangements drawn that support the best interest of the Dog Park and its patrons. We are very concerned that previous contracts between the city and our association have failed to consider the unique circumstances of the Dog Park as an "active" park, not an athletic association. Combining a non-athletic active park in with athletic associations is unrealistic.

The former Board of Directors of the Peachtree City Dog Park Association worked diligently to preserve a valuable asset in the Dog Park within the parameters they were given. They tried various fund raising attempts to keep the park open, a very difficult task.

The Dog Park was heading into decline when our new board assumed the reins. However, the current status of the park represents a considerable up-swing in the park's condition, ranking as one of the finest dog parks in state and the country, including a new expansion on the way.

Assistance from the city has been unreliable at best in the past. Currently, our new system does not require any assistance from the city beyond supplying a water line to the park and emptying several trash cans while our level of service at the park has increased dramatically.

Without doubt, we have proven that the Dog Park venue can be run to extreme efficiency without taxpayer funds (we also ensure out-of-county patrons contribute a fair share), at a level which the city cannot replicate. Our membership approach has been very successful.

We believe everyone can conclude that the Dog Park is a unique venue and should be treated as such. Our park is fast becoming the model for others to follow. Please see the attached resolution.

Sincerely,
Board of Directors, Peachtree City Dog Park Association

Peachtree City Dog Park Association
Board of Directors
RESOLUTION ON CREATING A NEW CONTRACT WITH THE CITY OF PEACHTREE CITY

At the Board of Directors meeting of Peachtree City Dog Park Association on December 16, 2009, the following resolution was proposed and approved by the board:

Resolved:

WHEREAS the mission of the Peachtree City Dog Park Association, a non-profit 501 (c) 3, is to function as a self regulating and financially autonomous community service organization, acting on the primary purposes of:

- Promoting community use of the Dog Park and awareness of the benefits of an off-leash dog park through public education and public relations programs.
- Administer the operation of Peachtree City's off-leash Dog Park.
- Oversee the on-going maintenance of the Dog Park.
- Raise and disburse funds for improvements and maintenance of the Dog Park.
- Facilitate use of the Dog Park for special events involving association members, invitees, and their dogs.
- Extend membership to all interested dog owners and concerned citizens in Peachtree City, Fayette County and beyond.
- Routinely communicate and coordinate efforts regarding the Dog Park with the Peachtree City Leisure Services Staff and the Recreation Commission;

WHEREAS the Peachtree City Dog Park Association supports the goal of providing a top-quality level of service, sustaining a top-tier operation, and recognizes the considerable positive affect the Dog Park has on our community related to recreation and socialization of dogs in our community, providing better pets for owners;

WHEREAS the Dog Park is an *ACTIVE park* where the rules, supervision and maintenance from the Peachtree City Dog Park Association are employed during the entire hours of operation, dawn to dusk, seven days a week, unlike other types of associations which operate under seasonal or tournament formats;

WHEREAS the City of Peachtree City has historically recognized user fee arrangements with the Kedron Aquatic Center, Amphitheater, Tennis Center, etc. to recoup the costs of providing a significant level of service, also allowing numerous associations under the purview of the Department of Leisure Services and the Peachtree City Recreation Commission to assess membership and participation fees;

WHEREAS the City Council openly recognized the "dog park would have to have routine care and upkeep ... [and] would require much more maintenance and upkeep because of its nature." And there was a "recurring [cost] component," suggesting to "pursue users providing revenue for the dog park ... [and that] users had to make a contribution." (Council Minutes, June 6, 2002);

WHEREAS the American Kennel Club, Inc. clearly states, "Depending on your situation, you will have to determine how you will generate revenue for your [dog park] budget. One possibility to consider is user fees – requiring all park users to pay an annual or daily fee." (Source: *Establishing a Dog Park in Your Community* by the American Kennel Club, Inc.), a method used routinely across the country;

WHEREAS the City of Peachtree City has no line item in the city budget for the Dog Park, unlike other venues where the city provides manpower, funding and resources to construct and maintain quality facilities (Source: Peachtree City Youth Sports Association Facility Agreement, PTC Dept. of Parks and Recreation);

WHEREAS the City of Peachtree City mandates that the Peachtree City Dog Park Association hold extensive liability insurance as a matter of contract in addition to the other costs associated with running the association and improving the park;

WHEREAS the City of Peachtree City is facing the new paradigm of decreased revenue and a decline in the level of services provided <u>without</u> currently funding the Dog Park;

WHEREAS the Peachtree City Dog Park Association recognizes that the City of Peachtree City is incapable of handling the daily maintenance needs of the Dog Park, especially since the large portion of city's park maintenance crew was terminated, leaving only the supply of water and the weekly emptying of trash cans as the only services provided by the city, and that without the direct actions of the Peachtree City Dog Park Association the park would revert to a weed-infested, mud ridden venue, resulting in a failing level of service, increased liability and a severe decline in usage;

WHEREAS the City of Peachtree City cannot physically provide the level of supervision required to ensure the patrons follow the rules in a park that incorporates large dogs, small children and many other liability issues;

The Board of Directors of the Peachtree City Dog Park Association is in full support of a creating a new contractual agreement that recognizes the Dog Park as an "active" park and a unique venue, requiring a model for funding incorporating user fees and sponsorships, with 100% of those fees used for the Dog Park and maintaining the highest level of service and safety, allowing the City of Peachtree City to reap the benefits of a top-tier active park at nominal cost to city's budget, compelling out-of-county patrons to pay their fair share through the membership system.

Signed:

Special Interest Facility Agreement
Between
Peachtree City Dog Park Association, Inc.
And
The City of Peachtree City, Recreation Department

Terms the association would like to see within the agreement:

- Recognize the Dog Park as an "active" park, a unique venue (not a sports association).
- Peachtree City Dog Park Association promotes community use of the Dog Park and awareness of the benefits of an off-leash dog park through public education and public relations programs.
- Peachtree City Dog Park Association administers the operation of Peachtree City's off-leash Dog Park.
- Peachtree City Dog Park Association oversees the on-going maintenance of the Dog Park.
- Peachtree City Dog Park Association collects revenue (including memberships, daily fees and business sponsorships) and disburses funds for improvements and maintenance of the Dog Park.
- Peachtree City Dog Park Association facilitates use of the Dog Park for special events involving association members, invitees, and their dogs.
- Peachtree City Dog Park Association extends membership to all interested dog owners and concerned citizens in Peachtree City, Fayette County and beyond.
- Peachtree City Dog Park Association routinely communicates and coordinates efforts regarding the Dog Park with the Peachtree City Recreation Department Staff and the Recreation Commission.
- City of Peachtree City's only obligations are supplying water to the park and emptying several trash cans on a weekly basis.
- Peachtree City Dog Park Association carries $1 million of liability and Director and Officers insurance, providing coverage for association volunteers.
- Peachtree City Dog Park Association shall handle all park grievances related to aggressive dogs and owners, enforcing all park rules.
- Peachtree City Dog Park Association agrees to pay for all park expansions and additions to facilities.
- Peachtree City Dog Park Association will meet all financial and ethical requirements, including financial record keeping, receipts and disbursements, audits, etc.
- Peachtree City Dog Park Association agrees to the language related to other items as written in the previous contract with the City of Peachtree City.

The annual budget for the Peachtree City Dog Park Association is currently $3,200.

Future Projects for the Dog Park

- Fence expansion - $5,500 (short-term)
- New gazebo/covered seating area - $10,000 (short-term)
- Tool/storage shed - $2,500 (short-term)
- "Cooling Off" fenced area - $1,000
- Drainage Issues – approx. $5,000

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council**
FROM:	**City Manager**
DATE:	**January 7, 2009**
SUBJECT:	**Funding of Council Pay Raises** ***January 21, 2010 Council Agenda***

Recommendation:

Council to provide guidance on whether or not to fund previously approved Council Pay raises, effective January 1, 2010.

Discussion:

On August 16, 2007, Council approved to increase pay for Mayor and Council to $18,000 and $12,000, respectively. The raises were to take effect on January 1, 2010 to coincide with the terms to have expired of all Council members that were in place at the time of the vote. During the 2010 budget process, funds were not identified to fund these raises; however, adequate funds exist within the Council contingency budget line item.

Budget Impact:

Funding the Council pay raises for the balance of FY2010 will require $24,750.00 leaving a balance of $25,250.00 in council contingency.

Attachment

City Council of Peachtree City
Minutes of Meeting
August 16, 2007
7:00 p.m.

The City Council of Peachtree City met Thursday, August 16, 2007, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:03 p.m. Other Council Members present: Steve Boone, Mike Harman, Stuart Kourajian, and Cyndi Plunkett.

Announcements, Awards, Special Recognitions
There were none.

Oath of Office – New Council Member Mike Harman
Logsdon gave the oath of office to Harman.

Public Comment
There was no public comment.

Minutes
Plunkett moved to approve the July 30, 2007, special called meeting minutes-a.m.; July 30, 2007, special called meeting minutes-p.m.; August 2, 2007, regular meeting minutes; and August 6, 2007, special called meeting minutes as written. Boone seconded. The motion carried 4-0-1 (Harman).

Consent Agenda

1. **Alcohol License – Change in Licensee and License Representative – Rite-aid #11778, #11779, and #11780**
2. **Consider FY 2008 Official Intent Resolution**
3. **Consider Appointments to the Planning Commission – Martin Mullin, Theo Scott, Lynda Wojcik (Alternate)**

Boone moved to approve Consent Agenda items 1-3. Kourajian seconded. The motion carried unanimously.

Old Agenda Items
07-07-08 Public Hearing – Increase in Mayor and Council Salaries
Logsdon asked Plunkett to go over the amounts to be considered. Plunkett said they were looking at a salary of $18,000 for the Mayor's position and $12,000 for Council Members.

Residents who spoke included Richard Spain, Beth Pullias, Bob Brown, and Nancy Ruck. Their comments included:

- According to the Department of Labor, there was a 193% increase in salaries due to inflation since 1985. The City staff salaries had increased, on the average, 244% since 1985. Statistics showed the increase was worth it.
- Council was worth every penny.
- The current hourly rate for one year, based on 236 hours a year, was $25.42 for Council Members and $38.14 for the Mayor. Doubling the salary doubled the hourly rate, which

was quite high and more than what most residents made. Most people only got a 2% to 3% raise, not 100%.

- The greatest impediment to running for Council was the filing fee. Increasing the salary increased the filing fees, which was set at 3% of the salary. Fewer people would be willing to put out $360 just to run for Council.
- If the reason for the increase was to get more people to run for office, then the filing fees should also be lowered.
- Taxes were also increasing.
- No one got their salary doubled in one year.

The public hearing closed.

Plunkett noted that the 3% filing fee for candidates was set by the state, and that was an unanticipated consequence of raising the salaries. While 100% sounded like a big raise, not many people would stay in the same job for 22 years without any raise. The raise would have been insignificant if it had been spread out over the 22-year period. She said it was very hard to ask for a raise for yourself. She had heard what people said and would incorporate it into her motion.

Plunkett moved to increase the Mayor and Council salaries to $18,000 and $12,000, respectively, set increase to occur after the election in 2009, and begin in total in January 2010, in addition that the Mayor and Council be treated like part-time employees for the purposes of the 457 plan effective immediately, which had no cost to the City. Boone seconded.

Kourajian said there would not be a raise for anyone currently on Council, unless one of the current members ran again. He believed the compensation should be better, but not for anyone currently sitting on Council unless they were re-elected. Kourajian said he ran for Council because he wanted to give back to the community, and he put in the hours and made the sacrifices he needed to. He supported the increase, but was not running again, so he was not doing it for himself. The numbers were fair.

Logsdon said he had been asked why he had been silent. He had been focusing on additional revenue generation without raising taxes for almost a year. He was weighing in heavily on the tax reform coming before the state legislature, and on transportation and redevelopment. He commended Plunkett on her work. This was a difficult issue that affected every member differently. He would abstain from the vote. Kourajian asked Logsdon why he would abstain. Logsdon said he had reasons. He would not vote against it. It was the right thing for the City. There were some things weighing on his mind. He would yield to wishes of his fellow Council Members.

Harman asked Plunkett why she included the 457 plan in the motion. Plunkett said it was a retirement option that the City employees had and was basically a deferred retirement plan. The City did not match it. Council had never been able to participate and defer some of their salary. It might be a preference for some Council Members. City Manager Bernard McMullen explained that the City had both a 401, which the City contributed to, and a 457 plan, which allowed employees to contribute to a tax-deferred plan. Plunkett said the 457 would be a housekeeping issue, and all the City's part-time employees were allowed to participate in the plan.

Kourajian asked if it would save the City any money if Council Members elected to participate in the 457 plan. Finance Director Paul Salvatore said that the City would have to pay the FICA and Medicare portion, but there would be a savings on the federal withholding tax.

Harman said it was hard to vote for a raise for oneself, but as a citizen he would have to say it was needed. Coming from a volunteer position, he did not feel he was in a good position to judge. As a private citizen, he would probably support it. Plunkett said she agreed that it was difficult to vote for a raise for oneself, even though everything justified it. By framing the motion the way she did, Plunkett said it accomplished what she wanted to see happen. The bottom line was the elected officials could rescind it in 2010 if they did not want it.

Kourajian asked City Attorney Ted Meeker if the Mayor could abstain from a vote with no reason. Meeker said Council Members always had the prerogative to abstain from a vote.

McMullen asked for clarification on contributing to the 457. Plunkett said that would be effective immediately since there was no cost to the City. For further clarification, she added to the motion that the $12,000 and $18,000 was to be paid out according to the ordinance.

Harman asked Plunkett to amend her motion to include no increase in pay, but to allow Council to put their salaries in the 457. Plunkett did not accept the amendment.

The motion carried 3-1(Harman)-1(Logsdon).

Boone moved to move Agenda Item 08-07-07 Consider Request from Planterra Ridge HOA to Reduce Speed Bumps to the top of the New Agenda Items. Plunkett seconded. The motion carried unanimously.

New Agenda Items

08-07-07 Consider Request from Planterra Ridge HOA to Reduce Speed Bumps

Greg Ward of the Planterra Ridge Homeowners Association (HOA) addressed Council. He asked Council to consider installing the speed bumps in a phased manner. He said that the purpose of the installation had changed. They were no longer trying to change behavior and stop the speeding; they were now maintaining behavior. The residents would like to reduce the speed bumps from nine to six, which would not violate any City code or engineering standards. He showed the locations.

Kourajian asked if any of the locations would change, or if it would cost the City any money. He noted that the HOA was buying the speed bumps. He questioned whether the City would incur any additional costs. City Engineer Dave Borkowski said the cost would be in staff time. He continued that, in staff's opinion, there would still be speed problems if there were less than nine speed bumps. The City would end up putting the bumps in anyway and would have to re-

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **January 15, 2010**

SUBJECT: **Salary Adjustment for Employees**
January 21, 2010 Council Agenda

Recommendation:

Council provides guidance to staff whether or not to implement a salary adjustment for City employees.

Discussion:

Several Council members have indicated they want to consider implementing a salary adjustment to increase pay for City employees. Typically, Council has approved an across-the-board salary increase for all City employees as part of the annual budget increase. The Council did not approve an increase as part of the 2010 budget process but members of Council did indicate they wanted to look at this issue during the fiscal year.

Budget Impact:

If approved by the Council, the increase in salary expenses would be funded from reserves. As information, a one percent (1%) increase effective January 2, 2010 would cost approximately $106,362.00 a two percent (2%) increase would cost approximately $212,723.00 etc.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Administrative Services Director

FROM: **Public Information Officer/ City Clerk**

DATE: **January 15, 2010**

SUBJECT: **Consider Amendment to the Peachtree City Smokefree Air Act to incorporate restrictions on "e-cigarettes"**
January 21, 2010, City Council Meeting

Recommendation:

That Council consider the attached amendment to the Peachtree City Smokefree Air Act.

Discussion:

At the request of Council, staff has drafted an amendment to the Peachtree City Smokefree Air Act to include electronic cigarettes, or "e-cigarettes," and prohibit their use in the same places that the smoking of traditional cigarettes is prohibited. A complete copy of the Smokefree Air Act is also attached for reference.

About.com, an informational site that is part of The New York Times Company, provides the following description of an e-cigarette:

> An electronic cigarette looks like a cigarette made from tobacco but actually has just one thing in common with the real thing: nicotine.
>
> An electronic cigarette typically consists of a white cylindrical tube with a brown filter and a red, glowing tip. Instead of tobacco, however, e-cigarettes are filled with liquid nicotine. When smokers draw on the business end of the tube, a battery heats the nicotine, which creates a water-based nicotine vapor that is inhaled into the lungs. The excess cigarette-like "smoke" vapor is then emitted from the end of the e-cigarette, completing the cigarette smoking illusion.

To facilitate incorporating e-cigarettes into the smoking restrictions, the amendment adds the terms “cigarettes” and “smoking” to the definitions in the act, including e-cigarette language in both definitions. This will expand the restrictions for smoking in Peachtree City to include e-cigarettes without further changes required in the body of the ordinance.

Staff has also incorporated a 90-day period prior to the ordinance going into effect to allow for proper notification of the businesses in town of the new requirement.

Budget Impact:

This item has an estimated cost of $500 for printing and postage to notify the affected businesses of the new requirement.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE HEALTH AND SANITATION ORDINANCE OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR DEFINITIONS OF CIGARETTES, INCLUDING E-CIGARETTES; TO PROVIDE FOR THE DEFINITION OF SMOKING; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Article IV, The Peachtree City Smokefree Air Act of 2004, of the Peachtree City Health and Sanitation Ordinance, as amended, is hereby further amended as follows:

Sec. 42-117. Definitions.

Cigarette means any product that contains nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains (A) any roll of tobacco wrapped in paper or in any substance not containing tobacco; or (B) tobacco, in any form, that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; or (C) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette; or (D) any device that heats liquid nicotine for inhalation in a vaporized form and emits excess vapor into the general atmosphere (e-cigarette).

Smoking means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, e-cigarette, pipe, weed, or plant.

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

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

Section 4. This ordinance shall be in full force and effect on the 90th day following the date of adoption by the City Council.

This _________ day of _______________ 2010.

____

Don Haddix, Mayor

____

____

____

Attest: ______________________________ ______________________________

City Clerk

ARTICLE IV. CITY SMOKEFREE AIR ACT OF 2004*

***Editor's note:** Ord. No. 834, adopted August 5, 2004, repealed and reenacted article IV in its entirety to read as herein set out. Formerly, article IV pertained to smoking regulations and derived from Ord. No. 692, §§ 11-34--11-47, adopted May 7, 1998; Ord. No. 697, adopted October 1, 1998; Ord. No. 699, adopted November 5, 1998.

Sec. 42-116. Title.

This article shall be known as the Peachtree City Smokefree Air Act of 2004.

(Ord. No. 834, 8-5-04)

Sec. 42-117. Definitions.

The following words and phrases, whenever used in this Article, shall be construed as defined in this Section:

Bar means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food constitutes less than 60 percent of total revenue, and is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets, and where absolutely no persons are permitted on the premises under the age of 18.

Business means a sole proprietorship, partnership, joint venture, corporation, or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

Employee means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.

Employer means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.

Enclosed area means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows (exclusive of doorways) that extend from the floor to the ceiling.

Health care facility means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

Infiltrate means to permeate an enclosed area by passing through its walls, ceilings, floors, windows, or ventilation systems to the extent that an individual can smell secondhand smoke.

Outdoor public facility means any sports arenas, ball fields, parks, amphitheaters, tennis centers, tennis courts and other outdoor recreation area owned by the city.

Place of employment means an area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways. A private residence is not a place of employment unless it is used as a child care, adult day care, or health care facility. This term shall not include vehicles used in the course of employment.

Private club facilities means a building or leased space where the persons present are solely members of a club such as the Elks Club or the Veterans of Foreign Wars that is for the members' exclusive use only.

Public place means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, health care facilities, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a public place unless it is used as a child care, adult day care, or health care facility.

Restaurant means an eating establishment where the sale of food is 60 percent or more of total revenue, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term restaurant shall include a bar area within the restaurant.

Retail tobacco store means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

Secondhand smoke means smoke emitted from lighted, smoldering, or burning tobacco when the person smoking is not inhaling, smoke emitted from the mouthpiece during puff drawing, and smoke exhaled by the person smoking.

Service line means an indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

Shopping mall means an enclosed public walkway or hall area that serves to connect retail or professional establishments.

Smoking means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, or plant.

Smoking area means a separately designated enclosed room which need not be entered by an employee in order to conduct business that is designated alas a smoking area and, when so designated as a smoking area, shall not be construed as to deprive employees of a nonsmoking lounge, waiting area, or break room.

Sports arena means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

(Ord. No. 834, 8-5-04; Ord. No. 838, 10-21-04; Ord. No. 852, § 1, 8-18-05)

Sec. 42-118. Application of article to city facilities.

All enclosed facilities, including buildings and vehicles owned, leased, or operated by the city shall be subject to the provisions of this article.

(Ord. No. 834, 8-5-04)

Sec. 42-119. Prohibition of smoking in public places.

Except as otherwise specifically authorized, smoking shall be prohibited in all enclosed public places, per O.C.G.A. § 31-12A-4.

(Ord. No. 834, 8-5-04; Ord. No. 852, § 1, 8-18-05)

Sec. 42-119(a). Prohibition of smoking at city outdoor public facilities.

(a) Smoking shall not be permitted within 25 feet of bleachers, dugouts, pools, restrooms, playgrounds or sports field sidelines where people may be sitting.

(b) If designated smoking areas are provided at any facility, then smoking is only permitted within that designated area.

(Ord. No. 838, 10-21-04)

Sec. 42-120. Prohibition of smoking in places of employment.

(a) Smoking shall be prohibited in all enclosed facilities within places of employment, except for approved smoking rooms. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices (excluding home offices), elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, outdoor restaurant patios, and all other enclosed facilities.

(b) This prohibition on smoking shall be communicated to all existing employees by the effective date of this article and to all prospective employees upon their application for employment.

(c) Smoking rooms shall comply with requirements for a smoking lounge in the latest state approved edition of the International Mechanical Code and shall meet the following requirements:

    (1) The smoking area shall be located in a non-work area where no employee, as part of his or her work responsibilities, shall be required to enter, except such work responsibilities shall not include custodial or maintenance work carried out in the smoking area when it is unoccupied.

    (2) The smoking area shall be for the use of employees only.

(3) All air from the room shall be exhausted directly to the outside allowing for no re-circulation.

(4) The room shall be constructed with permanent walls on all four sides that completely enclose the room. Any doors into the smoking room shall have automatic closures.

(5) Be constructed such that a negative pressure exists between the smoking room and all adjoining spaces. The exhaust system shall operate at all times except for scheduled maintenance and repair.

(6) All switches or disconnects for any exhaust system supporting the smoking room shall not be located inside the smoking room.

(d) Before using a smoking room, the employer must:

(1) Submit a certified test and balance report for the space to the city building official.

(2) Post the room occupancy on the outside of the room based on the International Mechanical Code.

(3) Have the space inspected by the city's building official.

(4) Post the approval letter from the city building official in a frame on the outside of the smoking room.

(Ord. No. 834, 8-5-04; Ord. No. 840, 12-2-04; Ord. No. 852, § 1, 8-18-05)

Sec. 42-121. Reasonable distance.

Smoking is prohibited within a reasonable distance of ten feet outside an enclosed area where smoking is prohibited, so as to insure that tobacco smoke does not enter the area through entrances, windows, ventilation systems, or other means.

(Ord. No. 834, 8-5-04)

Sec. 42-122. Where smoking is not regulated.

Notwithstanding any other provision of this article to the contrary, the following areas shall be exempt from the provisions of sections 42-119 and 42-120:

(1) Private residences, except when used as a licensed childcare, adult day care, or health care facility.

(2) Hotel and motel rooms that are rented to guests and are designated as smoking rooms that have separate ventilation; provided, however, that no more than 20 percent of rooms rented to guests in a hotel or motel may be so designated.

(3) Retail tobacco stores; provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of this article.

(4) Private and semiprivate rooms in nursing homes and long-term care facilities that are occupied by one or more persons, all of whom are smokers and have requested in writing to be placed in a room where

smoking is permitted and separately ventilated.

(5) Outdoor areas except those covered by the provisions of section 42-121.

(6) All workplaces of any manufacturer, importer, or wholesaler of tobacco products, of any tobacco leaf dealer or processor, all tobacco storage facilities, and any other entity set forth in O.C.G.A. § 10-13A-2.

(7) Facilities owned by private clubs where only members are present, and no persons under the age of 18 are permitted on premises.

(8) Bars, as defined in section 42-117.

(Ord. No. 834, 8-5-04; Ord. No. 852, § 1, 8-18-05)

Sec. 42-123. Declaration of establishment as nonsmoking.

Notwithstanding any other provision of this article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of subsection 42-124 (a) is posted.

(Ord. No. 834, 8-5-04)

Sec. 42-124. Advertisements and posting of signs.

(a) "No Smoking" signs or the international "No Smoking" symbol consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it may be clearly and conspicuously posted by the owner, operator, manager, or other person in control in every public place and place of employment where smoking is prohibited by this article.

(b) All ashtrays and other smoking paraphernalia shall be removed from any area where smoking is prohibited by this article by the owner, operator, manager, or other person having control of the area. This does not prohibit these items for resale purposes.

(c) Unregulated establishments that allow smoking under section 42-122, except for subsection (1), shall post conspicuously at every entrance a sign indicating that smoking is permitted.

(d) Any bar or facility owned by private clubs that intend to permit smoking, shall include in their advertisements and promotions a statement that contains the language, "No person under the age 18 will be permitted."

(Ord. No. 834, 8-5-04; Ord. No. 852, § 1, 8-18-05)

Sec. 42-125. Nonretaliation.

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this article or reports or attempts to prosecute a violation of this article.

(Ord. No. 834, 8-5-04)

Sec. 42-126. Enforcement.

(a) This article shall be enforced by an authorized designee of the city.

(b) Notice of the provisions of this article shall be given to all applicants for a business license in the city.

(c) Any citizen who desires to register a complaint under this Article may initiate enforcement with police and code enforcement.

(d) Fire marshal or designee shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this article.

(e) An owner, manager, operator, or employee of an establishment regulated by this article shall inform persons violating this article of the appropriate provisions thereof.

(f) Notwithstanding any other provision of this article, an employee or private citizen may bring legal action to enforce this article.

(g) In addition to the remedies provided by the provisions of this section, the city manager or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this article may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

(Ord. No. 834, 8-5-04)

Sec. 42-127. Violations and penalties.

(a) A person smoking tobacco in violation of this ordinance shall be guilty of a misdemeanor and, if convicted, shall be punished by a fine of not less than $100.00 nor more than $500.00, in accordance with O.C.G.A. § 16-12-2.

(b) A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this article shall be guilty of an infraction, punishable by:

  (1) A fine not exceeding $100.00 for a first violation.

  (2) A fine not exceeding $200.00 for a second violation within one year.

  (3) A fine not exceeding $500.00 for each additional violation within one year.

(c) In addition to the fines established by this section, violation of this article by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

(d) Each day on which a violation of this article occurs shall be considered a separate and distinct violation.

(Ord. No. 834, 8-5-04; Ord. No. 852, § 1, 8-18-05)

Sec. 42-128. Public education.

The city may engage in a continuing program to explain and clarify the purposes and requirements of this article to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this article.

(Ord. No. 834, 8-5-04)

Sec. 42-129. Governmental agency cooperation.

The city manager shall annually request other governmental and educational agencies having facilities within the city to establish local operating procedures in cooperation and compliance with this article. This includes urging all federal, state, county, city, and school district agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

(Ord. No. 834, 8-5-04)

Sec. 42-130. Other applicable laws.

This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

(Ord. No. 834, 8-5-04)

Sec. 42-131. Liberal construction.

This article shall be liberally construed so as to further its purposes.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council**
FROM:	**City Manager** **Leisure Services Director**
DATE:	**January 15, 2010**
SUBJECT:	**Consider Reduced Amphitheater Rental Fees for High School Event** ***For City Council Meeting January 21, 2010***

Recommendation:
That Council approves the request to allow reduced rental fees for Starrs Mill's annual Night of Starrs fundraiser event.

Discussion:
In our continuing effort to make the Amphitheater more available to schools, staff requests a reduced rental rate for the Starrs Mill fund raising event on April 24th. (See attached memo from Amphitheater Manager) Because Starrs Mill has come in with this request and time is of the essence so that they may promote the event, we are considering this on a singular basis. However, we recognize that other Fayette County school clubs or organizations may have similar requests and staff will therefore be recommending a permanent fee structure to accommodate that need in the near future and would appreciate any guidance from Council at this time.

Budget Impact: No negative budget impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Randy Gaddo**

VIA: **City Manager**
Recreation Administrator

FROM: **Amphitheater Manager**

DATE: **January 12, 2010**

SUBJECT: **Request for Reduced Rental Fees of Amphitheater**

Starrs Mill Band Boosters has requested to rent the Frederick Brown Jr. Amphitheater on April 24th from 5-9 pm for their annual Night of Starr's fundraiser. This event features their Jazz band and singers from the high school and other ensembles such as the brass, percussion and wind symphony. The proceeds from this event will go to pay for new instruments, uniforms and instruction trips for the band.

I am requesting that we give special consideration to Starrs Mill by allowing them to pay a reduced rental fee of $150.00 for use of the facility that evening. The current established non-profit rate of $1,500 would eliminate the possibility of the school being able to rent The Fred.

In addition to the $150.00 rent, the school will pay for cleaning of the venue and also cover the cost of one staff person to be present during the event.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Financial Services Director** P.G.

DATE: **January 13, 2010**

SUBJECT: **Consider Updates to City Financial Ordinances**

January 21, 2010 City Council Meeting

Recommendation:
Consider adopting changes to the city's financial ordinances as detailed on the attached redlined copy of the ordinances.

Discussion:
Staff periodically reviews our ordinances to keep them current and pertinent, and to propose changes based on changing circumstances. Most of the proposed changes to the financial ordinances are to make clarifications of definitions and procedures, and to correct staff titles.

The only material change being proposed by staff is included under Division 4 – Purchasing Procedures. Currently, all purchase requisitions must be processed through the centralized purchasing office and gain the approval of the director/chief, purchasing agent, financial services director and city administrator prior to a purchase order being issued. In order to expedite the purchasing process, it is common practice in many other jurisdictions to set a dollar limit up to which purchases may be approved at the director or chief level. Several of the directors and chiefs have expressed an interest in amending our purchasing process to allow for this flexibility, and the city administrator is suggesting a dollar limit of $500. Our purchasing ordinances do not require obtaining quotes unless the cost of the requisition is $1,000 or greater. Purchase requisitions would still be entered into the computer system at the department level so that budgets can be monitored and purchase orders be issued. The only difference would be that the approval process would end at the director/chief level, and would not require action by the purchasing agent, financial services director or city administrator. Any such purchases under $500 that would cause an over-budget situation for an expense line item would be rejected until the proper budgetary arrangements are made by the finance department, or the order is cancelled.

Budgetary Impact:
N/A

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR FISCAL CONTROL; TO PROVIDE FOR THE BUDGET; TO PROVIDE FOR THE ESTABLISHMENT OF FUNDS; TO ESTABLISH PURCHASING CONTROL; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Article II, Fiscal Control, of the Peachtree City Finance Ordinance, as amended, is hereby further amended as follows:

DIVISION 1. GENERALLY

Sec. 34-31. Purpose of article.

The purpose of this article, which may be cited as "The Fiscal Control Ordinance of the City," is to provide for a system of financial administration, accounting, fiscal and budgetary control which conforms to generally accepted accounting principles.

Deleted: practices

Sec. 34-32. Responsibility for execution.

The responsibility for the proper execution of the provisions of this article shall be with the mayor except where the responsibility is explicitly given to the chief administrative officer, financial services director, or the council.

Deleted: director of financial services

Sec. 34-33. Definitions.

In the fiscal control system of the city, the following terms shall have the respective meanings and application ascribed to them:

Accrual basis means a method of accounting that recognizes the financial effect of transactions, events, and interfund activities when they occur, regardless of the timing of related cash flows.

Appropriation means an authorization granted by the mayor and council to make expenditures or to incur obligations for specific purposes.

Appropriation balance means unencumbered balance of appropriation or allotment, and unexpended balance of appropriation or allotment.

Assessed Value means the value of property that is used for property tax calculation purposes, which is approximately 40% of the fair market value of the property.

Asset means real and personal property of all kinds of a government, including both current assets and fixed assets.

Deleted: s

Audit means the examination of records, documents, reports, systems of internal control, accounting and financial procedures, and other evidence for one or more of the following purposes:

(1) To ascertain whether the statements prepared from the accounts present fairly the financial position and the results of financial operations of the constituent funds and balance account groups of the governmental unit in accordance with generally accepted accounting principles applicable to governmental units and on a basis consistent with that of the preceding year;

(2) To determine the propriety, legality and mathematical accuracy of a governmental unit's financial transactions;

(3) To ascertain whether all financial transactions have been properly recorded; and

(4) To ascertain the stewardship of public officials who handle and are responsible for the financial resources of a governmental unit.

Balance sheet means a statement ordinarily prepared from books kept by double entry showing assets, liabilities, reserves and surplus of a fund of a governmental unit at a specified date properly classified to exhibit financial position of the fund or unit at that date.

Budget means a plan of financial operation embodying an estimate of proposed expenditures during a budget period and the proposed means of financing them.

Deleted: proposed expenditures

Deleted: for a given time and the proposed means of financing them

Budget Period means the period for which a budget is proposed or a budget ordinance or resolution is adopted. The annual budget refers to a period of one year called a fiscal year.

Budgetary control means the control of management of a governmental unit in accordance with an approved budget and keeping expenditures within the limitations of available appropriations or revenues.

Cash basis means the basis of accounting that recognizes transactions or events when related cash amounts are received or disbursed.

Contingent account means an appropriation to provide for unforeseen expenditures.

Credit *Rating is a measurement of the city's ability and intention to fulfill financial obligations.*

Deleted: see *"Debit and Credit"*

Deleted: means the same as "Debit and credit."

Current surplus means the excess of the current assets of a fund over its current liabilities and reserves.

Debit and credit are terms commonly used to indicate the manner in which a transaction is to be recorded. Every entry on the left side of the ledger sheet is called a "debit." Every entry on the right side of the ledger sheet is called a "credit."

Debt service means the amount of money necessary annually to pay the principal and interest on the city's outstanding long-term debt.

Deleted: and principal

Deleted: and the principal of maturing bonded debt not payable from a sinking fund and to provide a fund for the redemption of bonds payable from a sinking fund.¶

Delinquent taxes means taxes remaining unpaid on and after the date on which a penalty for nonpayment is attached. Even though the penalty may be subsequently waived and a portion of the taxes may be abated or canceled, the unpaid balances continue to be delinquent taxes until abated, canceled or converted into tax liens.

Encumbrances means commitments of appropriations related to unperformed (executory) contracts for goods or services.

Fund means a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

Deleted: that

Internal audit means an audit made by persons on the staff of the governmental unit whose accounts are being audited primarily for the purpose of internal control. Note: An internal audit is usually a continuous audit.

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Liabilities means debts owed.

Modified accrual basis means the basis of accounting according to which:

(1) Revenues are recognized in the accounting period in which they become available and measurable, and

(2) Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt and certain similar accrued obligations, which should be recognized when due.

Millage means the property tax rate, derived from the term "mill," which is one-one thousandth of a United States dollar. Millage is determined by dividing the total amount of ad valorem tax revenue to be raised by one thousandth of the total assessed value of taxable property within the city.

Deleted: one-tenth of a cent

Deleted: Thus, ten mills equal $0.01 or one percent.

Deleted: money

Taxes receivable means the uncollected portion of taxes which a governmental unit has levied.

Trust funds means amounts received or appropriated and held in trust in accordance with an agreement or legislative act which may be expended only in accordance with the terms of such trust or act.

Sec. 34-34. Fiscal year.

The fiscal year shall begin on October 1 and shall end on September 30.

Sec. 34-35. Appropriation transfers from certain funds restricted.

No appropriation transfer shall be made from a sinking fund or debt retirement fund until all the legal obligations and requirements of such fund have been satisfied.

Sec. 34-36. Modified and full accrual basis of accounting.

To the extent possible, the modified accrual basis of accounting shall be used by governmental fund types so that revenues are recognized when they become susceptible to accrual; that is, when they become "measurable" and "available to finance expenditures of the current period," and so that expenditures are recognized when the related fund liability is incurred. The full accrual basis of accounting shall be used by enterprise (business-type funds) so that the financial effect of transactions, events, and interfund activities are recognized when they occur, regardless of the timing of related cash flows.

Sec. 34-37. Financial statements and reports.

Financial statements and reports showing the current conditions of budgetary and proprietary accounts shall be prepared and presented to the mayor and council at least quarterly. Not later than six months after the close of the fiscal year, a comprehensive annual financial report covering all funds and financial operations shall be prepared and published..

Deleted: A summary of this report, containing at least a statement of revenues and expenditures as of the close of the preceding fiscal year and the combined balance sheet for all funds and account groups, will be published in a newspaper of general circulation in the city

Sec. 34-38. Annual audit.

All the funds, accounts and financial transactions of the city shall be subjected to an annual audit by an independent certified public accountant who is to be selected by the mayor and council. The audit shall be conducted according to the standards set forth in the American Institute of Certified Public Accountant's publications, "Audits of State and Local Governmental Units."

DIVISION 2. BUDGET

Sec. 34-61. Budget--Time of adoption annually; submission of proposed budget; balance required.

An annual budget will be adopted by the mayor and council prior to the first day of the fiscal year. However, if for good and sufficient reasons the budget cannot be adopted by the first day of the fiscal year, the budget shall be adopted not later than 45 days subsequent to the beginning of the fiscal year. If the budget is not adopted prior to the beginning of the fiscal year, a resolution authorizing the continuation of necessary and essential expenditures to operate the city shall be adopted prior to the beginning of the fiscal year. The proposed budget shall be prepared by the chief administrative officer and transmitted to members of the mayor and council for its review a minimum of 30 days before the required date of adoption. The budget as adopted shall be a balanced budget with anticipated revenues (including appropriated unencumbered surplus) equal to appropriated expenditures. All funds within the budget shall also be balanced.

Sec. 34-62. Same--Basis of statement of anticipated revenues.

The chief administrative officer shall present the statement of anticipated revenues on the basis of the ordinary and reasonable revenues which can be expected for the fiscal year. Property tax revenue estimates shall be based upon the anticipated tax digest and millage rate, less a stated discount for delinquent taxes based on a consideration of the taxes which were delinquent at the close of the three prior fiscal years, plus a stated amount of delinquent taxes, including penalties and interest, to be collected in the fiscal year based on consideration of the actual experience in the collection of delinquent taxes in the three prior fiscal years and less the estimated cost of service for billing and collection.

Sec. 34-63. Same--Appropriations prerequisite to expenditure.

No expenditures in any fund shall be legal or proper unless appropriations adequate to meet that expenditure are available in the budget, and they are made in accordance with the provisions of this article.

Deleted: have been made

Sec. 34-64. Same--Availability of proposed budget for public inspection.

At the time the proposed budget is transmitted to members of the mayor and council by the chief administrative officer, a copy of the proposed budget shall be made available for public inspection in the office of the city clerk during regular office hours.

A statement advising the availability of the proposed budget shall be published in the legal organ during the week it is provided to council. The statement shall also advise that a public hearing will be held at which time any persons wishing to be heard on the budget may appear. The statement shall be a prominently displayed advertisement or news article and shall not be placed in that section of the newspaper where legal notices appear.

(Code 1980, § 9-8; Ord. No. 00-734, 4-6-00)

Sec. 34-65. Same--Public hearing.

At least one week prior to the meeting at which council will adopt the budget resolution, a public hearing shall be held at which time any persons wishing to be heard on the budget may appear. Notice of the hearing shall be placed in the legal organ. The notice shall be a prominently displayed advertisement or news article and shall not be placed in that section of the newspaper where legal notices appear.

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Sec. 34-66. Same--Resolution adopting or amending; categorization.

On a date at least one week after the conclusion of the public hearing, council shall adopt the budget. The adoption of the budget shall be accomplished by the approval of a budget resolution which specifies the anticipated revenues by appropriate categories and the appropriated expenditures for each department and each non-departmental expense and for each fund covered by the budget. Amendments to the budget shall be approved by mayor and council.

Deleted: resolution

At least one week prior to the adoption of the budget, a notice of the adoption shall be placed in the legal organ. The notice shall be a prominently displayed advertisement or news article and shall not be placed in that section of the newspaper where legal notices appear.

Sec. 34-67. Same--Amendments.

Any increase in total appropriations in a departmental budget or in a non-departmental expense category, whether accomplished through a change in anticipated revenues or through a transfer of appropriations among departments and non-departmental expenses, shall require the approval of the mayor and council in the form of an amendment to the budget resolution. The transfer of appropriations among the various accounts within a departmental budget or within a non-departmental expense category shall only require the approval of the financial services director, except that any transfer of appropriations within a departmental budget so as to increase the salary appropriation for the purpose of employing additional personnel shall require the approval of the mayor and council.

Deleted: director of financial services

DIVISION 3. FUNDS

Sec. 34-91. Funds--Enumeration.

The following funds may be established and shall be used as necessary to provide for the proper accounting of all financial activities of the city:

(1) *General fund,* to account for all financial resources except those required to be accounted for in another fund.

(2) *Special revenue funds,* to account for the proceeds of specific revenue sources (other than for major capital projects) that are legally restricted to expenditure for specified purposes.

(3) *Debt service funds,* to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

(4) *Capital projects funds,* to account for financial resources to be used for the acquisition or construction of major capital facilities and equipment (other than those financed by proprietary funds and trust funds).

(5) *Permanent funds,* a fiduciary fund type used to report resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs - that is, for the benefit of the government or its citizenry.

(6) *Enterprise funds,* a proprietary fund type used to report an activity for which a fee is charged to external users for goods or services.

(7) *Internal service funds,* a proprietary fund type that may be used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component units, or to other governments, on a cost-reimbursement basis.

(8) *Fiduciary funds,* to report assets held in a trustee or agency capacity for others and which therefore cannot be used to support the government's own programs. The fiduciary category includes pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, and agency funds.

Sec. 34-92. Same--Bank accounts.

Banking relationships established by the city for all loans, regular checking account services, and pension investments and administration must have prior approval by the mayor and council. The mayor or city administrator, or designee may approve banking relationships for other investments permitted by Georgia state law (O.C.G.A. 36-83-4).

Deleted: accounts

Deleted: departments or commissions

(Code 1980, § 9-14.1)

Sec. 34-93. Same--Self-balancing group of accounts.

A complete self-balancing group of accounts shall be established and maintained for each fund used. This group of accounts shall include all general ledger accounts and subsidiary records necessary to reflect compliance with legal provisions and to set forth the financial position and the results of financial operations of the fund.

Sec. 34-94. Same--Additional accounts.

Additional accounts, as follows, shall be maintained:

(1) Fixed asset account for the purpose of accounting for those assets which are of a tangible nature, have a life longer than one fiscal year, and have a significant value (or "have a value of $5,000.00 or greater"). Fixed assets shall be recorded

at original cost and shall be removed from the account when disposed of. Fixed assets shall be depreciated based on procedures set forth in Governmental Accounting Standards Board (GASB) Statement No. 34. As an exception all real property shall be recorded irrespective of value or original cost.

(2) A general long-term debt account for the purpose of accounting for long-term debt which is supported by general revenues and for recording and fairly representing the liability for long-term debt at any time from date of issuance until the debt is retired.

DIVISION 4. PURCHASING PROCEDURES

Sec. 34-116. Purchasing agent.

There is created the position of purchasing agent, who shall serve as the centralized purchasing official of the city and who shall direct the activities of the centralized purchasing office. All officials and employees of the city shall initiate all purchases of products and services over $500 through the centralized purchasing office. The policies specified in this division shall be strictly adhered to when making city purchases.

Sec. 34-117. Bids/price quotations.

Except for expenditures involving contracts for performances at concerts and events at the Frederick Brown Jr. Amphitheater, the following dollar amounts shall be applied in determining the process to be used in obtaining bids/price quotations:

(1) $500 and under – Department selection with final approval by division director/chief.

(2) Over $500 but less than $1,000 – Department selection with final approval by chief administrative officer or his/her designee.

Deleted: City Manager.

(3) $1,000 and over but less than $5,000 – Three verbal quotes with final approval by chief administrative officer or his/her designee.

Deleted: City Manager.

(4) $5,000 and over but less than $10,000 – Three written quotes with final approval by chief administrative officer or his/her designee.

Deleted: City Manager.

(5) $10,000 and over, with the exception of gasoline and diesel fuel purchases handled as in (4) above – Sealed bids with final approval as provided in Section 36-118.

Deleted: 1). Up to $5,000.00--Verbal quotation.¶
(2). Over $5,000.00 up to $10,000.00–Written quotation.¶
(3). Over $10,000.00–Sealed bids.

Sec. 34-118. Approval.

(a) Except for expenditures involving contracts for performances at concerts and events at the Frederick Brown Jr. Amphitheater, previously approved and budgeted capital projects and expenditures made from the public improvement program projects contingency fund, the following approval authority shall apply to the expenditures of city moneys:

(1) Unbudgeted items costing $5,000.00 or less--The mayor or chief administrative officer.

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(2) Unbudgeted items over $5,000.00--A majority vote of the mayor and council, except as provided in sub-section (b) below.

(3) Budgeted items costing $40,000.00 or less--chief administrative officer, who shall provide a monthly summary to the mayor and council on all such expenditures which exceed $10,000.00.

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(4) Budgeted items over $40,000.00--A majority vote of mayor and council.

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(b) For expenditures involving previously approved and budgeted capital projects and expenditures made from the public improvement program contingency fund, the mayor or chief administrative officer shall have the authority to expend up to $40,000.00 per project with a monthly summary to council on all such expenditures which exceed $10,000.00

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Deleted: city manager

(c) The approved budget shall indicate and identify all capital projects and the public improvement program contingency fund.

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(d) For expenditures involving contracts for performances at concerts and events at the Frederick Brown Jr. Amphitheater, the contract(s) will be reviewed by the finance department for conformity with the amphitheater fund budget previously approved by mayor and city council, and may then be signed by the mayor, chief administrative officer or his designee.

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Sec. 34-118.1. Expenditures from council contingency fund.

Except as provided herein, the city council shall, by majority vote at a public meeting, approve all expenditures from the council contingency fund prior to the commitment of any money in such fund or other use thereof. In any situation where the expenditure of money from the council contingency fund is deemed to be a legitimate health, safety, or welfare emergency by the mayor of [or] the chief administrative officer, the mayor or the chief administrative officer may expend such money from the council contingency fund. Discussion of such expenditure shall occur as a regular agenda item at the next city council meeting. Under no circumstances does the mayor or chief administrative officer have the authority to expend money from the council contingency fund on any project if the city council has voted at a previous occasion not to so spend the money.

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Sec. 34-119. Brand-name purchases.

The chief administrative officer may elect purchase of a brand-name product or service when the goods comprise a major brand system, program or service and due to operational effectiveness, future enhancements or additions, or maintenance and storage of spare parts preclude the mixing of brands, manufacturers, etc.

Deleted: purchasing agent

Deleted: previously selected by the city

Sec. 34-120. Sole-source purchases.

A contract may be awarded or a purchase made without competition by the chief administrative officer when it is determined that there is only one source for the required products, supply service, or construction item. The purchasing agent shall conduct negotiations as appropriate, as to price, delivery and terms. A separate file of sole-source procurements shall be maintained as a public record and shall list each contractor's name. Detailed information as to amount and items purchased will be maintained with the Finance Department's accounts payable files.

Deleted: the city

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Deleted: , the amount and type of each contract, and a listing of the items procured under each purchase order or contract.

Sec. 34-121. Modification of bids and proposals.

Once a bid or proposal has been opened and accepted by city officials, the city reserves the right to further negotiate with the lowest responsive and responsible bidder in an effort to ensure that the bid or proposal meets the approved budget and specifications. Further, once a contract is awarded by city officials, the city reserves the right to amend the contract without the necessity of rebidding such contract, provided that such amendment shall not result in a variance in price exceeding ten percent of the original contract amount and providing that funds are budgeted to cover these additional costs.

Sec. 34-122. Operational policies/procedures.

Consistent with this division and with the approval of the chief administrative officer, the purchasing agent shall develop and adopt written operational policies/procedures relating to the execution of this division and the functioning of the centralized purchasing offices, which shall also include but not be limited to policies/procedures for:

(1) The procurement of all supplies, services and construction needs by the city.

(2) The establishment of programs for specifications development, contract administration and inspection and acceptance.

(3) The selling, lending or otherwise disposal of supplies and equipment belonging to the city.

Deleted: (4). Conducting and maintaining inventories of all supplies and equipment belonging to the city.¶

Sec. 34-123. Collaborative purchasing.

The purchasing agent may elect to purchase products or services through the collaborative purchasing process authorized by the intergovernmental agreement signed by all governing entities in the county and effective on March 1, 1998. This process provides discounting through combining the purchasing power of local entities to achieve economies of scale associated with this type of relationship.

Sec. 34-124. State and Federal contract use.

The purchasing agent may use state and federal contracts for purchasing any products that are available to local governments. By using this method, the necessity of bidding items over $10,000.00 will be eliminated due to the fact that the state has already bid the item.

(Ord. No. 710, 4-15-99)

Sec. 34-125. Reverse auctions.

The purchasing agent may elect to use a reverse auction method for the purchase of goods and/or services, in lieu of sealed bids.

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

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

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

This _________ day of _______________ 2010.

____

Don Haddix, Mayor

____

____

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Attest: _______________________________ _________________________________

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **City Council and Mayor**

VIA: **Bernard McMullen, City Manager**

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

DATE: **January 14, 2010**

SUBJECT: **Memorandum of Understanding – Fayetteville Police Department**

Recommendation:

Staff recommends that the Memorandum of Understanding between the Fayetteville Police Department and the Peachtree City Police Department be approved.

Discussion:

In July 2006, the department began researching areas where the sharing of resources would be beneficial. One of the first identified options was the department's Special Response Team (S.R.T.). The department immediately identified the Fayetteville Police Department's Special Response Team as a possible partner to share resources. Both departments S.R.T. Units already worked closely together and possess nearly identical policies for their respected Teams,

An initial Memorandum of Understanding (MOU) was signed in late 2007 whereby the Peachtree City S.R.T. and Fayetteville S.R.T. would train together and maintain comparable policies. Working together with Fayetteville as a result of the initial MOU has proven very successful and has been used at our monthly training events as well as most of our S.R.T. call out situations.

The recommended revision to the current Memorandum of Understanding has been based on the experience over the past two (2) years. Our experience and research has concluded that the MOU needs to be more of a combined effort to share existing resources, personnel, and unifying the command of the teams under one command. If approved, we will essentially double the manpower and resources available to the city for SRT operations, when needed, at no cost.

Budget Impact:

There is no budget impact concerning this agreement.

HCC/mnb

MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
SPECIAL RESPONSE TEAM (S.R.T.)

BACKGROUND:

1. This agreement is between the City of **Peachtree City Police Department** and the City of **Fayetteville Police Department.**

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

3. The undersigned departments further state that they shall provide to one another that assistance which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law.

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

5. This agreement encompasses an immediate benefit of substantially increasing the trained personnel and specialized equipment resources of each jurisdiction with no initial cost. This combined effort to share existing resources and personnel, as well as unifying the command of the S.R.T teams under one command, provides a substantial financial benefit to both cities.

SCOPE:

1. In the spirit of this cooperation, the Fayetteville Police Department agrees to provide personnel and resources to the **Peachtree City Police Department's Special Response Team** under the conditions listed in this document. From this point forward, when referring to the "**Special Response Team,**" the reference is for both Peachtree City and Fayetteville Police Department officers on a consolidated team. Any reference to "**S.R.T. Commander**" refers to the **Peachtree City Police S.R.T. Commander.**

2. First and foremost, the officers assigned to the **Special Response Team** to shall be sworn in as Police Officers in the jurisdiction of the **City of Fayetteville** and the **City of Peachtree City**, respectively. This will ensure that **Peachtree City Police Department** and **Fayetteville Police Department** personnel have the power to arrest and detain as provided by law in both jurisdictions. All law enforcement personnel employed by the agencies under this Memorandum of Understanding shall, during such time that these personnel are actually providing aid outside the jurisdictional limits of their employing agency, have the same powers, duties, rights, privileges and immunities as if the personnel were performing their duties within the political subdivision in which they are normally employed.

3. The **Peachtree City Police Department's S.R.T.** and **Fayetteville Police Department** agree to combine S.R.T. operations, equipment, training, and command into one unified team under the Command and Control of the **Peachtree City Police Department's S.R.T. Commander** as designated by the Peachtree City Chief of Police.

4. The **Peachtree City Police Department** and **Fayetteville Police Department** agree to make all reasonable scheduling efforts to ensure mutual attendance at scheduled S.R.T. training exercises on a monthly basis as required by the Standard Operating Procedure ("SOP") of the Peachtree City Police Department S.R.T.

STRUCTURE:

1. All personnel assigned to the S.R.T. will be under the supervision and control of the **S.R.T. Commander** when related to S.R.T. training and at any S.R.T. call out incident.

2. The **S.R.T. Commander** will select an "Assistant Team Leader" from the **Fayetteville Police Department** to act as the liaison for equipment and administrative matters within the **Fayetteville Police Department.**

3. In the event of the absence of the **S.R.T. Commander** for a S.R.T. training event, or S.R.T. call out, the **Team Leader** for the Peachtree City Police Department will be in supervisory control and will act as the **S.R.T. Commander.**

4. Any reference in SOP, General Order, or procedure referring to responsibilities of the **S.R.T. "Commander or Team Leader"** will be applicable and enforced by each respective jurisdiction, with the following exceptions:

   a. All monthly inspections of equipment maintained at the **Fayetteville Police Department** will be conducted by the **Assistant Team Leader** attached to the Fayetteville Police Department.

   b. The **S.R.T. Commander** will be responsible for providing all training and after action report documentation necessary to the Fayetteville Police Department.

PROCEDURES:

1. At the inception of this agreement, all **Fayetteville Police Department's** SOPs related to S.R.T. operations become inactive and of no further force and effect. All **Fayetteville Police Department** officers attached to the Special Response Team will adhere to the SOPs of the **Peachtree City Police Department** where S.R.T. procedures are referenced. Such SOPs shall be adopted by the City of **Fayetteville Police Department.** Training and selection requirements for S.R.T. will be in accordance with the standards set forth from the Commission on Accreditation for Law Enforcement Agencies (CALEA) including but not limited to standard 33.6.2, 42.2.1, and 46.2.3.

2. The Chief of Police of each jurisdiction shall be authorized to cancel this agreement, in writing, at anytime after providing minimum of thirty (30) days of written notice.

3. The requests for an S.R.T. response to each jurisdiction shall include the following:

   a. The nature of the emergency, public occurrence, location, and/or details of the "planned" SRT operation. Said communication may be made directly to the S.R.T. Commander for operational security.

   b. The name and rank of the officer to which the assisting personnel shall report, or the designated incident commander.

   c. The completion of a **Target/Risk Threat Assessment** (Appendix A) is required to be completed by the investigating officer/detective applying for the search warrant.

   d. A **Target/Risk Threat Assessment** is not required for <u>emergency call out procedures</u> as identified in the S.R.T. SOP (60-12-1).

4. In the event of the necessity of withdrawal of personnel from either agency, or both agencies, during a S.R.T. call out, it shall be made by mutual agreement from the **Incident Commander** from the respective agencies. Notification shall be given upon withdrawal.

5. Upon implementation of this Memorandum of Understanding, all personnel assigned to the **Special Response Team**, will have exclusive radio channels available for use by all Command and **Special Response Team** personnel.

6. Upon implementation of this Memorandum of Understanding, both jurisdictions will be responsible for supporting the designated pager or cell phone as recommended by the **S.R.T. Commander.**

7. Support of the responding personnel, in so far as subsistence needed in extended operation, shall be borne by the requesting agency, and salary expenses shall be borne by the employee's own department as is reasonable.

8. At all times, the officer of the responding agency shall be considered to be employees of their own agency and to be acting within the scope and course of their employment for purposes under the Governmental Tort Liability Act and/or Worker's Compensation Law of the State of Georgia.

9. All law enforcement personnel employed by the agencies under this Memorandum of Understanding shall, during such time that these personnel are actually providing aid outside the jurisdictional limits of their employing agency, have the same powers, duties, rights, privileges and immunities as if the personnel were performing their duties within the political subdivision in which they are normally employed.

10. The governmental entity having financial responsibility for the law enforcement agency providing such aid shall compensate all of its own employees rendering aid during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, if such amounts would be due, if the aforesaid personal injury or death had occurred within the normal jurisdiction of that law enforcement agency. Such compensation shall also include all benefits normally due such employee.

EQUIPMENT AND RESOURCES:

1. At the time of this signing, the **Peachtree City Police Department Special Response Team** has all the equipment listed in Appendix B of this Memorandum of Understanding

2. At the time of this signing, the **Fayetteville Police Department** has all the equipment listed in Appendix C of this Memorandum of Understanding.

3. At the signing of this agreement, the **S.R.T. Commander** will maintain the Operational Readiness Report which will include all S.R.T. equipment stored and available for use in each other's jurisdiction. The location and assignment of this equipment will be listed in this report.

4. The **Assistant Team Leader** assigned to **Fayetteville Police Department** will be responsible for providing a report of the equipment maintained by the **Fayetteville Police Department** on a monthly basis.

5. All equipment listed in each agency's Operational Readiness Report (S.R.T. Equipment) is under control of the **S.R.T. Commander**.

6. It is the responsibility of each respective jurisdiction to purchase "BASIC" equipment for their respective personnel attached to the Special Response Team. "BASIC" equipment is listed in Appendix A of this SOP. Any excess "BASIC" equipment may be dispersed amongst all team members when necessary at the discretion of the **S.R.T. Commander.**

7. In the event that S.R.T. related equipment is needed to be purchased for the S.R.T. unit, the purchase will be made by mutual agreement between the jurisdictions, with cooperation, and written justification in the best interests of S.R.T. Operations with the recommendations of the **S.R.T. Commander**. All major purchases, including but not limited to weapon systems, munitions, ammunition, ballistic vests, communications equipment, and vehicle(s) will be recommended by the **S.R.T. Commander** and approved through the **Chiefs of Police** from both jurisdictions.

8. In the event that this agreement is cancelled by either **Chief of Police or by the governing body of either City**, any equipment mutually purchased will be professionally appraised. The appraised value of the equipment deducted by fifty (50%) percent will be able to be purchased by the **City of Peachtree City**. In the event that the **City of Peachtree City** declines to purchase the equipment, the **City of Fayetteville** would then have the option of purchasing the equipment. In the event of neither party is willing to purchase the equipment, it will be made available by surplus with the proceeds divided equally between the jurisdictions.

USE OF LETHAL AND LESS LETHAL FORCE:

1. Lethal force by personnel of all jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person. Special Response Teams are trained for hostage, barricaded, or any high risk situation and are uniquely qualified to evaluate the conditions that may require special tactical or logistical considerations beyond the normal scopes of a routine police response.

   The **Incident Commander, Chief of Police,** or his **designee** of the requesting jurisdiction will have overall control and responsibility for the incident. The **Special Response Team Commanders/Team Leaders**, of the requesting and responding jurisdiction, will report to the Incident Commander in a unified command, and will retain supervisory control over S.R.T. regardless of jurisdiction. Continuous communications shall be maintained between the Commander of the Special Response Teams and the Incident Commander for the affected jurisdiction. The purpose of this communication is to ensure that actions taken towards the resolution of a situation are appropriate and in accordance with the law.

GENERAL INFORMATION:

1. It is understood that the undersigned agencies will review and update this agreement, as necessary, on an annual basis. It is further understood that this agreement may be amended upon mutual agreement, in writing, by the parties hereto. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

2. This Agreement shall remain in full force and effect until December 31, 2015 unless sooner terminated by either party by providing thirty (30) days written notice to the other party of said party's intention to terminate this Agreement. This Agreement shall automatically renew for additional terms of five (5) years each unless either party provides written notice to the other party of its intention to not renew this Agreement.

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

SIGNATURE AND ENDORSEMENT:

DATE:

Signed, sealed and
delivered as to agency,

CITY OF FAYETTEVILLE POLICE DEPARTMENT

By: ______________________
STEVEN D. HEATON
Title: Chief of Police

CITY OF FAYETTEVILLE, GEORGIA

____
KEN STEELE, MAYOR

ATTEST:

____
CITY CLERK (SEAL)

DATE:

Signed, sealed and
delivered as to agency,

CITY OF PEACHTREE CITY POLICE DEPARTMENT

By: ______________________
H.C. "SKIP" CLARK, II
Title: Chief of Police

CITY OF PEACHTREE CITY, GA

____
DONNIE O. HADDIX, MAYOR

ATTEST:

____
CITY CLERK (SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager** **Interim Community Development Director** DAB for DER

FROM: **City Engineer**

DATE: **January 12, 2010**

SUBJECT: **Lake Peachtree Multi-Use Path-Bridge Expansion**
January 21, 2010 City Council Meeting

Recommendation:

Staff recommends that City Council approve design option 3 submitted by Neel-Schaffer to widen the existing Flat Creek/Lake Peachtree multi-use path bridge.

Discussion:

The existing concrete and wooden support multi-use path bridge has a width of 7 ft and spans 160 ft in length. The existing width of the bridge does not conform to the City's current multi-use path standards of 12 ft. Currently users of this bridge must stop at either end and let golf carts exit the bridge before proceeding across as there is not enough room for two carts to pass. There is barely enough room for a cart and pedestrian to pass (Figure 1.).

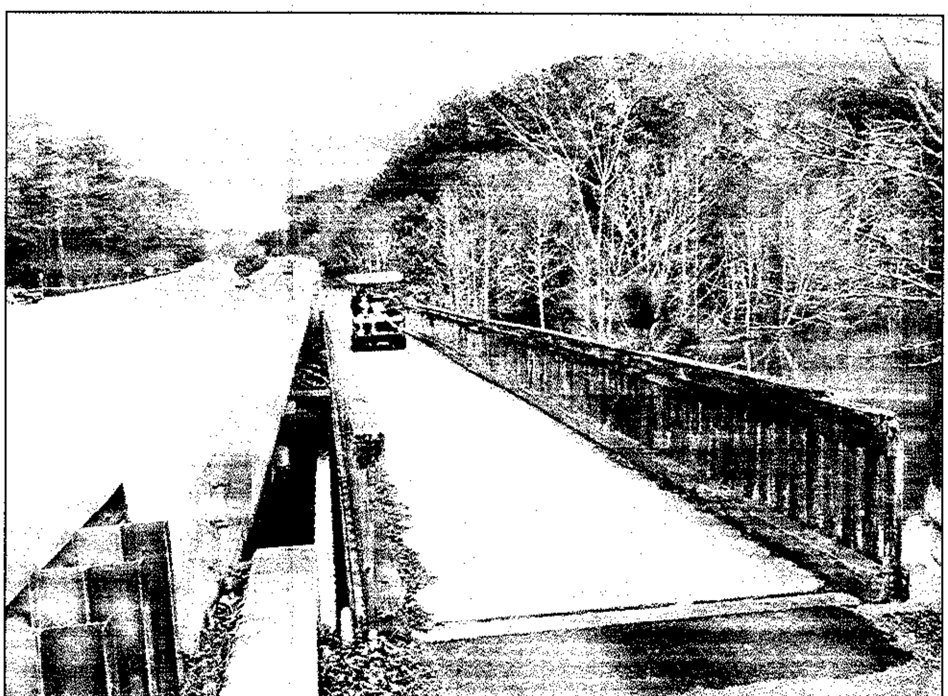


Figure 1. – Golf Cart Crossing Bridge

The existing concrete substructure and timber piles are in good condition and no major repair items were noted. The most significant repair items are to replace the existing wood railings (Figure 1a.) with a golf-cart resistant type barricade, and to repair some spalling concrete in the substructure.

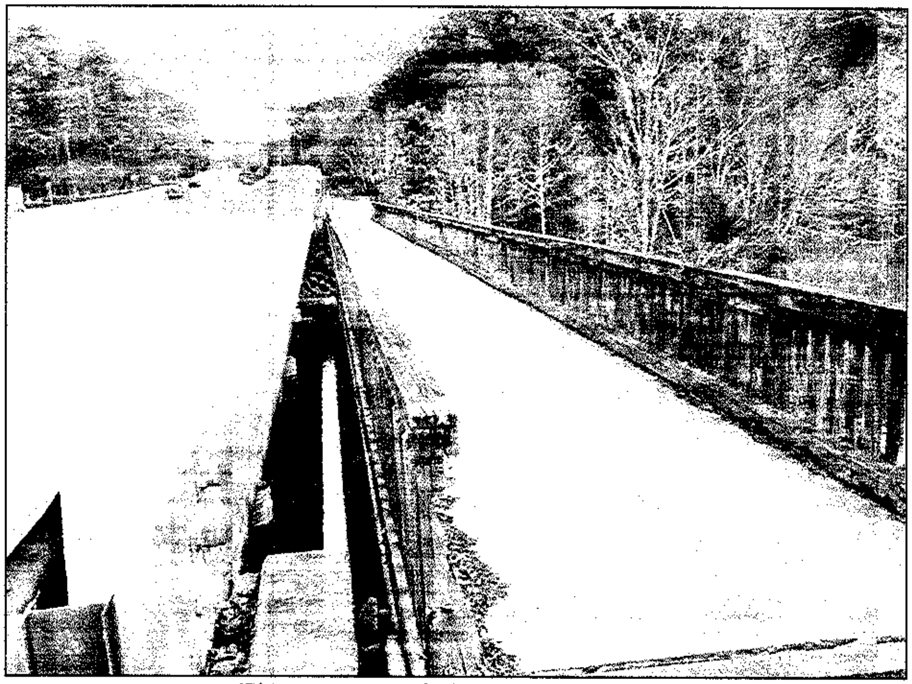


Figure 1a. – Existing Wood Railings

Because of the narrow width, and since this is a major east-west crossing of Flat Creek, this project was placed on the 2004 Special Purpose Local Option Sales Tax (SPLOST) referendum as a potential construction project. Currently the project is budgeted in the SPLOST.

The City hired Neel-Schaffer to perform the design and requested a concept report be developed to outline the advantages and disadvantages of replacing this bridge. On September 30, 2009, Neel-Schaffer submitted a concept report with design options for replacing the multi-use path bridge located at Flat Creek/Lake Peachtree (Attachment 1). The existing conditions and the 3 design options are outlined below.

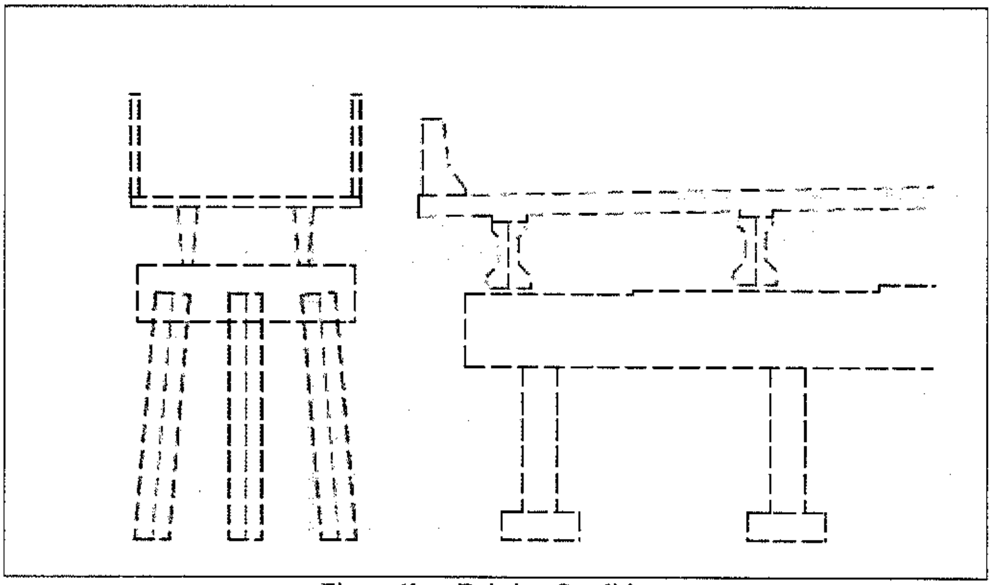


Figure 1b. – Existing Conditions

Option 1 - Prefabricated, Steel Through Truss (Estimated Construction Cost $650,000)

This option was originally requested by the City to replace the existing structure with a single span, weathering steel through truss. The major advantage to this option would be no new construction in the creek. The major disadvantages to consider with this option was that the through truss would impair the view of Lake Peachtree for both the multi-use path users and motorist along S.R. 54 and would be more costly resulting from the structure being four times longer than each existing span. Refer to Figure 2a. for an example of a through truss bridge adjacent to S.R. 54 over CSX Railroad.

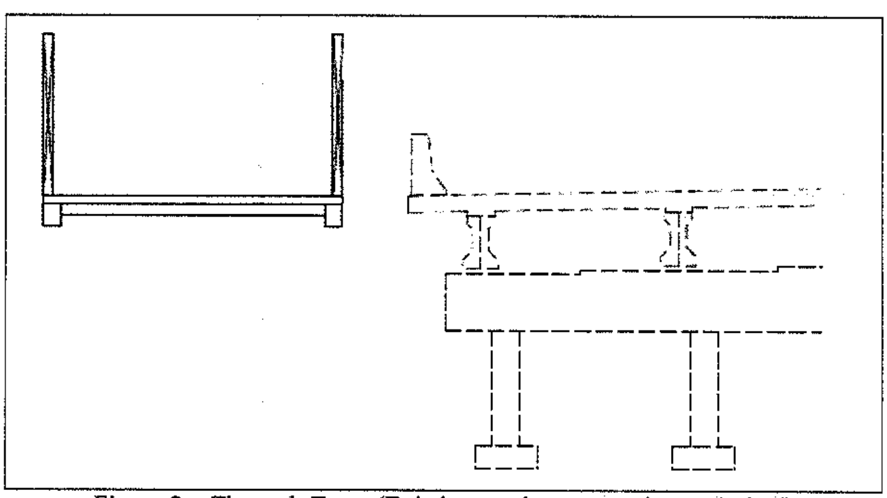


Figure 2 – Through Truss (Existing section to remain are dashed)

Figure 2a. - Example of Through Truss structure adjacent to SR 54 over CSX

Option 2 – Dual Pre-stressed Concrete Structure (Estimated Construction Cost $600,000)

The second design option would be to leave the existing structure in place and add a separate similar structure on its southern most side. The major advantage to this option would be that the existing path could stay in operation during the majority of the construction and only have to be closed if there was a major safety concern, i.e., lifting material over existing path. The major disadvantage with this option would be the detrimental impact on the lake embankment at the end bent locations in addition to a retaining wall on the west and east side of Flat Creek that would be needed with the added width.

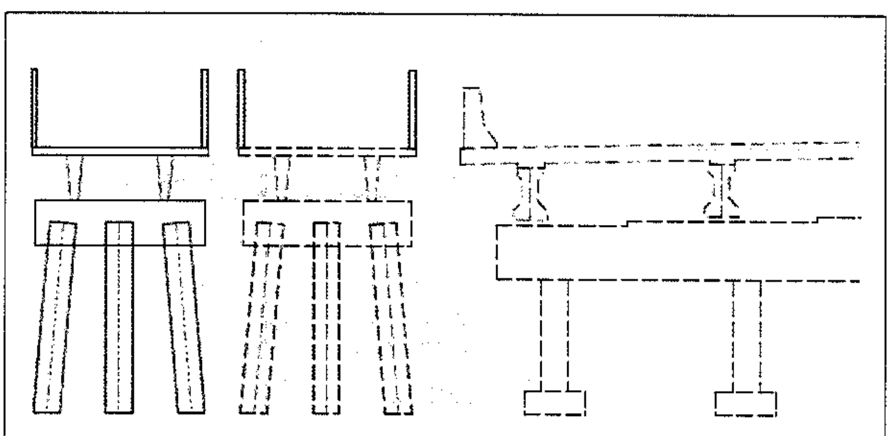


Figure 3 – Dual Pedestrian Bridges (Existing section to remain are dashed)

Option 3 – Widening the Existing Structure (Estimated Construction Cost $470,000)

The third option suggested replacing the existing structure with a similar four span pre-stressed concrete structure having the desired twelve foot clear deck width. The major advantages to consider with this option would include maintaining the view of the lake, minimal impact to the existing lakeshore embankment, utilizing all sub-structural elements with modifications and a lower overall cost.

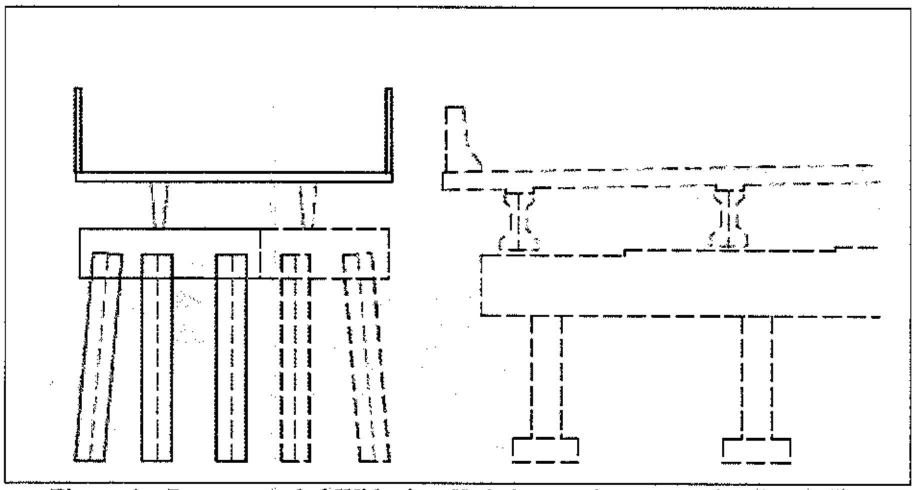


Figure 4 – Recommended Widening (Existing section to remain are dashed)

While Option 3 requires that the path is closed for approximately 2 to 4 weeks, Staff feels that the advantages above outweigh the closure time of the path. The detour around Lake Peachtree to the South or to the North would be approximately 3.3 miles.

Given that this path section is a very heavily used path and that it poses a significant safety concern with the width and the railing, staff recommends proceeding with the recommended Option 3. In addition, part of the design will be to widen and improve the path from City Hall to the bridge to the current path design cross-section if feasible.

Budget Impact:

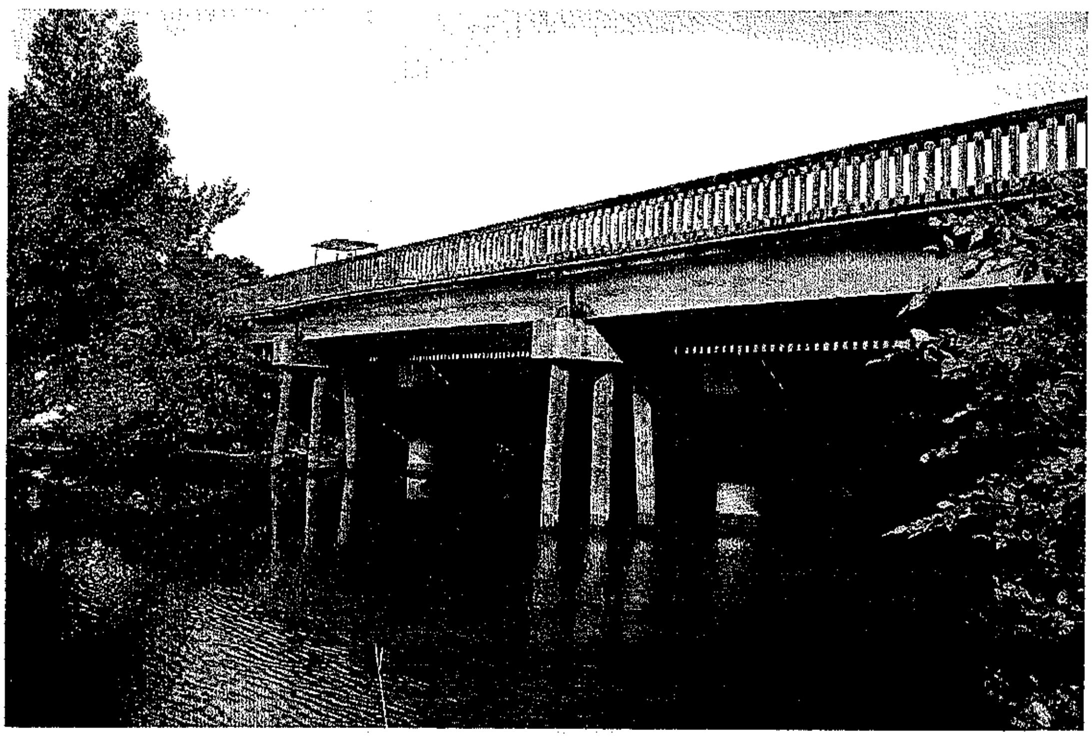
If approved by City Council, funds are available in SPLOST Fund for this project.

Attachment 1

Bridge Replacement Recommendations Report – September 2009

cc: File

Bridge Replacement Recommendations Report
Flat Creek/Lake Peachtree Multi-Use Path



September 2009

Prepared By:

NEEL-SCHAFFER
Solutions you can build upon

ATTACHMENT A

Purpose of the Bridge Assessment

The city of Peachtree City has expressed an interest in replacing the multi-use path bridge located at Flat Creek/Peachtree Lake. The existing bridge (See Figure 1) has a clear travel width of only seven feet, which does not conform to the City's current multi-use path standards. The City has expressed a preference for a steel, through truss structure, similar to the one over CSX railroad west of the Highway 74/54 intersection, to be used as the existing bridge's replacement. The purpose of this report is to provide the City with a recommendation for the replacement of the multi-use path bridge, including structure type, layout, and design and construction methods to be used. This recommendation shall be accompanied by any other design options found to be viable and feasible, as well as the advantages and disadvantages of each alternative option.

Design Constraints

The Flat Creek/Peachtree Lake bridge replacement project has multiple constraints that limit the options available for the replacement of the existing bridge. These constraints include:

Location - The Flat Creek/Peachtree Lake multi-use path bridge is located between SR-54 and Peachtree Lake. The bridge's proximity to SR-54, on its north side, only allows any widening of the path to occur to the south. The south ends of the bridge abutments are located on the embankment for Peachtree Lake. The extension or relocation of these abutments much farther south will likely raise environmental concerns and could lead to the necessity of retaining walls along the embankments. Too much expansion would have a negative, aesthetic impact on the embankments. Trees will need to be removed and retaining walls will detract from the natural, scenic appearance of the existing embankments.

Minimum Bridge Deck Width - The City's desire to widen the bridge deck from seven feet to twelve feet necessitates not only the replacement of the bridge superstructure, but also the replacement or expansion of the bridge's substructure.

Type of Superstructure - The City's Request for Proposals (RFP) expressed the desire for a prefabricated, through truss structure.

Existing Substructure - Neel Schaffer Inc. performed an inspection of the existing multi-use path bridge substructure. The existing substructure was found to be structurally stable and suitable for continued use as a part of the new multi-use path bridge.

Railing - The existing bridge railing extends 3'-6" above the deck. In order to comply with AASHTO's bicycle railing standards, this height will need to be raised to 4'-6". The current railing is of treated wood construction and is need of replacement. Examples of possible metal railing can be seen in Figures 5, 6 and 7.

Utilities - There is a utility conduit on each side of the existing multi-use path bridge. These utilities will need to be rerouted if the bridge is to be replaced.

Budget - The City has set an all inclusive budget for this project of $851,700.

These constraints were used to evaluate the available options and make a final recommendation for the multi-use path bridge replacement.

Bridge Replacement Options

Option 1 – Prefabricated, Steel Through Truss (See Figure 2)

The option initially requested by the City was to replace the existing structure with a single span, weathering steel through truss. This option would require all existing intermediate bents to be removed, and the existing end bents to be replaced in their entirety. The removal of the intermediate bents for this structure will not greatly enhance the aesthetics of the bridge as the adjacent intermediate bents for the SR-54 bridge will remain. The removal of these bents will however, eliminate the need for any construction activities in the creek. A major disadvantage of this particular option is that a through truss will impair the view of Peachtree Lake for both the multi-use path users and the motorists on SR-54. This type of structure will clash with the adjacent deck girder configuration of the SR-54 bridge. The erection of the through truss span will also be more costly, due to the fact that the structure will be four times longer than each existing span. Truss sections will be joined together on-site, most likely on the shoulder of SR-54 and two cranes will be needed to lift the structure into place. The environmental impact to Peachtree Lake's banks caused by the installation of a through truss structure will be minimal. Use of a truss will also slightly increase the vertical clearance under the pedestrian bridge.

Option 2 – Dual Prestressed Concrete Structures (See Figure 3)

A second option would be to leave the existing structure in place and add a separate, similar structure on its southern side. The new structure would match the existing structure aesthetically. There are several advantages to this option, including the fact that the existing multi-use path will remain functional as the new bridge is being constructed. Another advantage of dual bridges is that the directional traffic on the multi-use path will be separated into one way pairs, eliminating any potential directional conflicts. A third advantage is that the narrower directional path widths, seven feet for each bridge, would actively discourage a full size vehicle's crossing of the structure. The main disadvantage of dual bridges is that this they will extend farther south than any other option by a minimum of five feet. This will have the most detrimental impact on the lake embankment at the end bent locations and require significant widening of the path west of the bridge. The use of this option will necessitate a retaining wall on the west side of Flat Creek, and possibly also on the east side.

Option 3 – Widening the Existing Structure (See Figure 4)

A third option would be to widen the existing bridge to obtain the desired twelve foot clear deck width. This option will utilize the existing substructure but will require the replacement of the existing superstructure. The existing pile caps will be lengthened and additional piles will be driven at each bent location. This option requires some additional structural design that was not included in the original scope of the RFP due to the superstructure replacement. As in the other two options, both end bents will need to be lengthened to support the wider superstructure. This will necessitate the demolition, design and reconstruction of the existing south wingwalls. This option shares several advantages with the dual bridge option, but reduces the detrimental impact to the existing embankment. This option will retain a consistent appearance with the adjacent SR-54 bridges and will not obstruct the travelling public's view of the lake. The vertical clearance under the structure will remain unchanged. Whereas, this clearance, approximately 8'-10 ½ ", is greater than the existing clearance under the SR-54 bridges, it will not meet the City's desired vertical clearance of 10 feet.

Recommendation for Multi-Use Path Bridge

Neel-Schaffer Inc. recommends Option 3 which replaces the existing multi-use path bridge with a similar four span pre-stressed concrete structure having a twelve foot wide concrete deck for the following reasons:

1. Maintains the view of the lake for the public users;
2. Minimal impact to the existing lakeshore embankment;
3. Utilizes all substructural elements with modifications;
4. Reduces the overall cost of the project.

In order to modify the substructure and replace the superstructure of the existing bridge, it will be necessary to place a crane on floats in the lake. The location of the crane on the lake adjacent to the existing structure will allow a smaller crane to be used for the new construction. The movement of the crane to the lake can possibly be accomplished in one of two ways. The first possible method involves the use of the existing multi-use path on the east end of the existing structure. In this method, the crane would be walked down the path to the lake shore. Timber mats would be placed in advance of the crane to prevent any damage to the existing path pavement. The second possible method involves the use of the parking lot on the west end of the existing structure. In this method, the crane can be assembled in the parking lot and walked to the lake shore. Certain modifications will need to be made to a designated area of the lake shore to provide a smooth transition between the parking lot and the surface of the lake. The second method is probably the most viable alternative due to vegetative cover surrounding the multi-use path on the east end of the structure.

The existing bridge will have to be removed from service for some time to facilitate construction of the new structure. Interruption of traffic will be intermittent for the protection of the public during the modification of the end bents. Once the end bents have been modified, the bridge will be closed to traffic. The superstructure of the existing bridge will be removed to allow access for the required substructure modifications. The south, batter pile of each bent will be removed and replaced with a new, vertical pile. In addition, two new piles will be driven to the south of the existing piles. The pile cap will be extended to incorporate the new piles. Once the concrete in the caps reaches sufficient strength, a new precast, superstructure will be installed on the completed substructure. The period that the bridge is out of service would be approximately four weeks. If this period on non-service is objectionable to the City, we can modify the design to utilize a precast cap extension to reduce the time the structure is out of service. In this event, the period of time that the bridge will be required to be out of continual service would be reduced to two weeks.

A budgetary estimate of the probable construction costs for each of the options listed above is as follows:

Budgetary Estimates of Conceptual Probable Construction Costs

Recommended Option (Option 3)

Superstructure		→	$200,000
Substructure Expansion		→	250,000
Additional Design Costs		→	20,000
	Total		$470,000

Single Span Through Truss (Option 1)

Superstructure		→	$400,000
Substructure Removal & Replacement		→	250,000
	Total		$650,000

Dual Bridges (Option 2)

Superstructure		→	$150,000
Substructure		→	300,000
Retaining Wall			150,000
	Total		$600,000

Conceptual Layouts

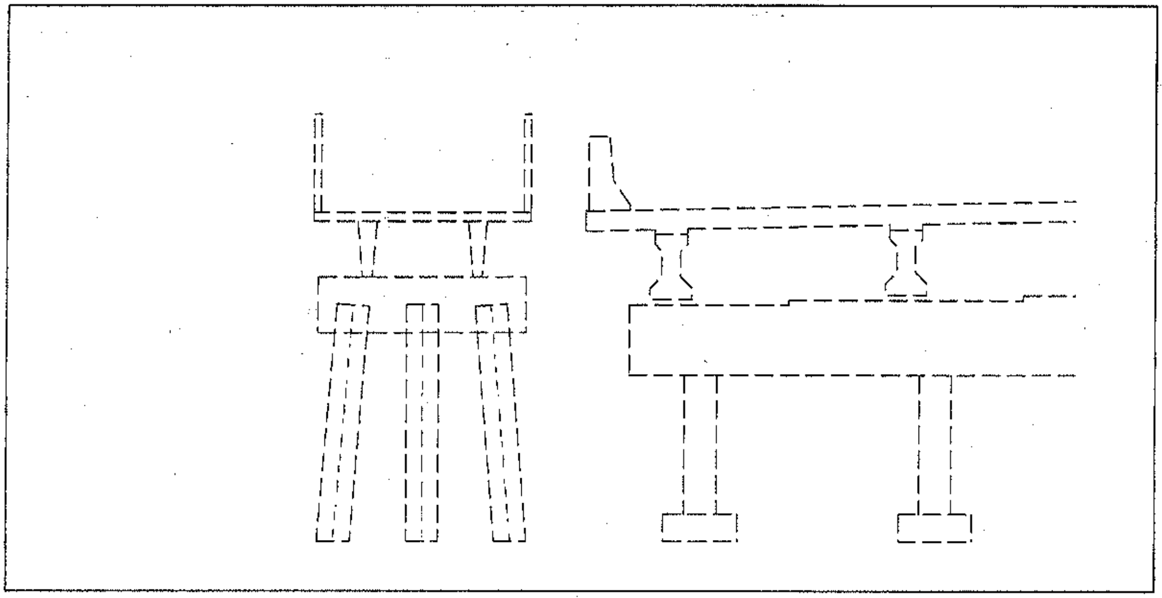


Figure 1 – Existing Condition at Intermediate Bents

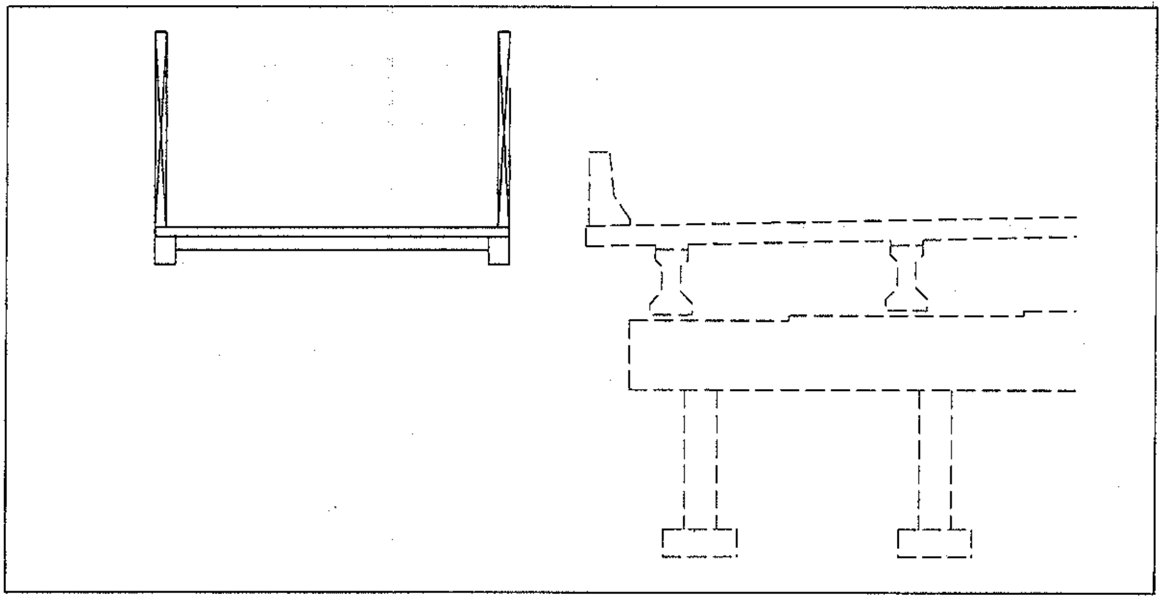


Figure 2 – Through Truss at Intermediate Bents(Existing sections to remain are dashed)

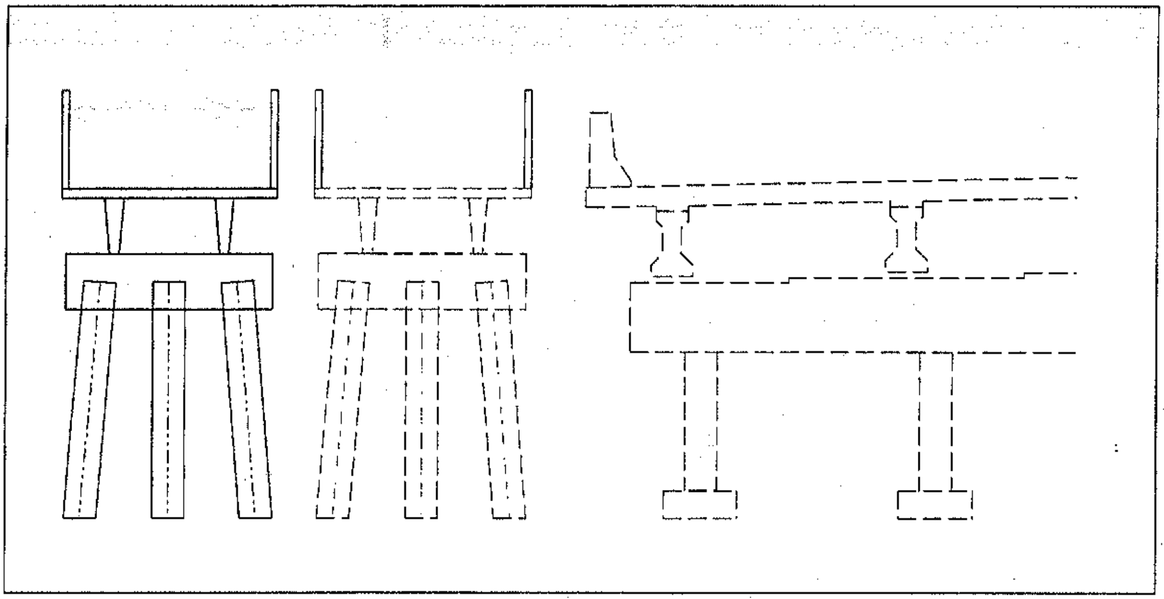
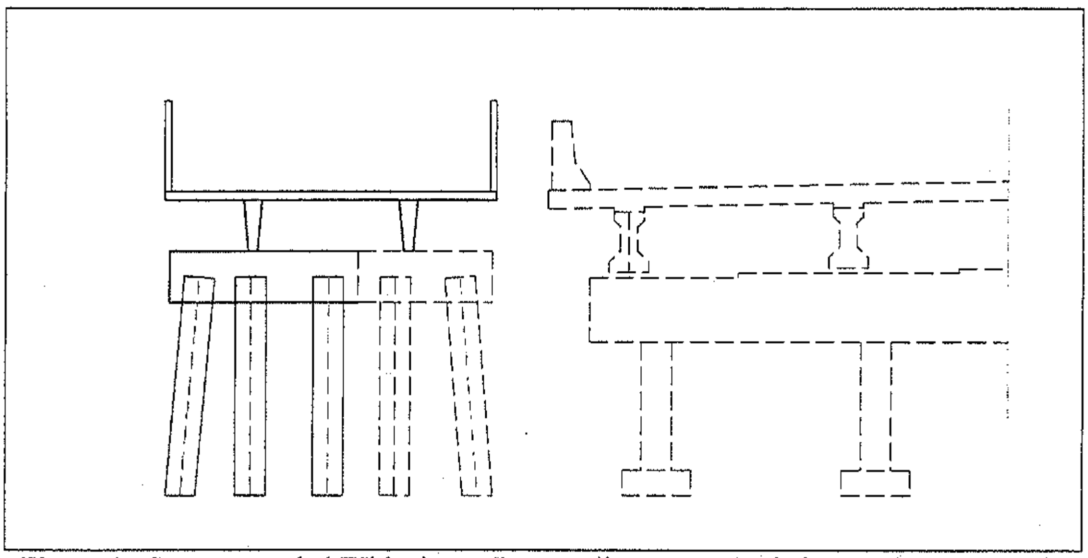


Figure 3 – Dual Pedestrian Bridges at Intermediate Bents(Existing Sections to remain are dashed)



<u>Figure 4 – Recommended Widening at Intermediate Bents (Existing sections to remain are dashed)</u>

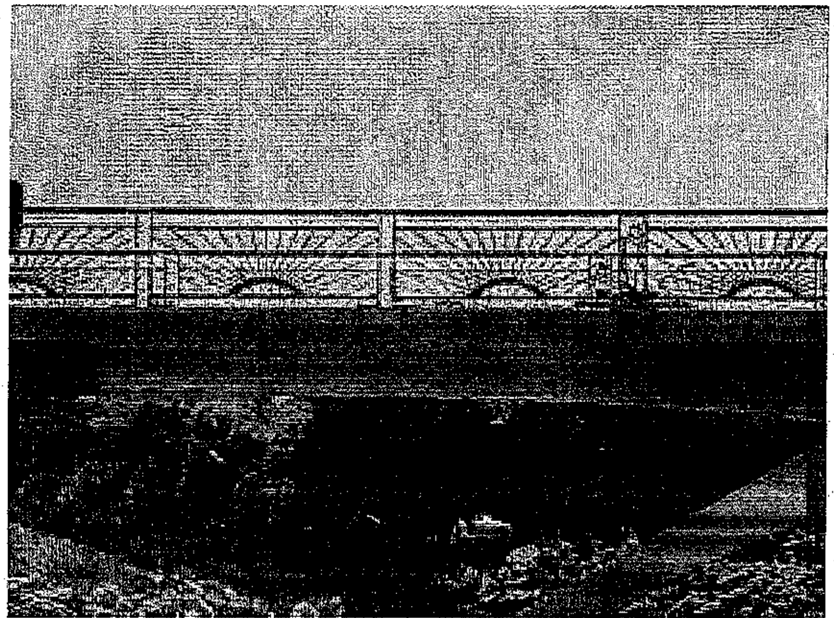


Figure 5 – Example Bridge Railing - 1

Figure 6 – Example Bridge Railing - 2

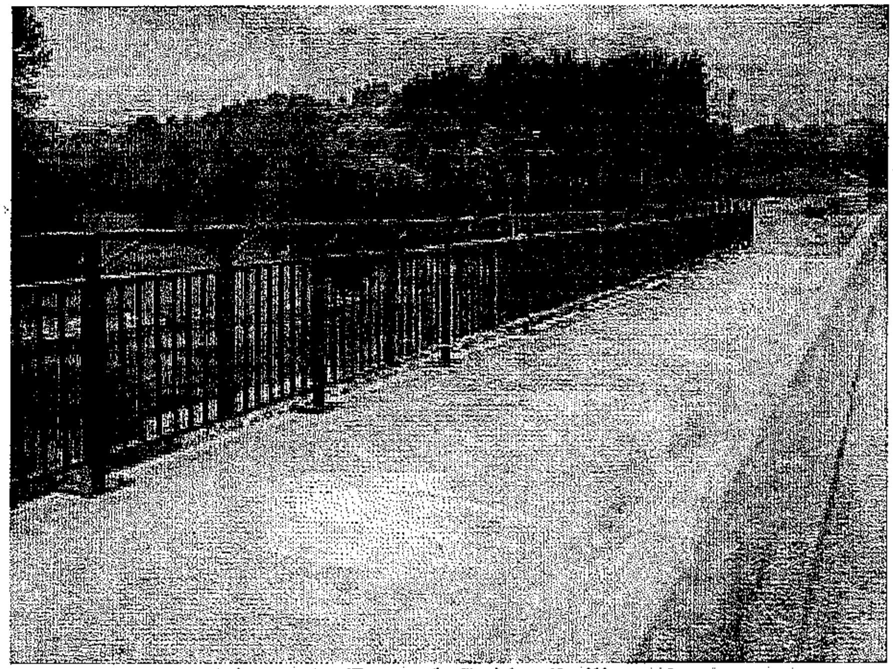


Figure 7 – Example Bridge Railing - 3