City Council of Peachtree City
Agenda
January 15, 2009
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Proclamation for Kiwanis Week
Proclamation for Earth Day
Presentation of Builders Awards

IV. Public Comment

V. Agenda Changes

VI. Minutes
January 3, 2008, Executive Session Minutes
December 18, 2008, Regular Meeting Minutes

VII. Monthly Reports

VIII. Consent Agenda
1. Consider Resolution Calling for Municipal Election
2. Consider Turf Management RFP
3. Consider Stormwater Maintenance Agreements
4. Consider Approval of Revisions to PCTA Bylaws and Articles of Incorporation
5. Consider Budget Amendments – FY 2009

IX. Old Agenda Items
12-08-12 Consider Signing DOT Signal Application for Line Creek Signal

X. New Agenda Items
01-09-01 Public Hearing – Consider Amendments, Transition Yard (Setbacks and Buffer Standards) between Dissimilar Zoning Districts
01-09-02 Consider Reduction in Workforce, Public Works and Leisure Services
01-09-03 Consider Street Maintenance Agreement – St. Simons Cove
01-09-04 Alcohol License – NEW – Four Seasons, Huddleston Road
01-09-05 Alcohol License – NEW – La Hacienda, Lexington Circle
01-09-06 Consider Traffic Ordinance Amendment – Parking Restrictions on Clover Reach

XI. Council/Staff Topics

XII. Executive Session

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

City Council of Peachtree City
EXECUTIVE SESSION
Minutes of Meeting
January 3, 2008

Mayor Harold Logsdon called the executive session to order immediately following the regular meeting on Thursday, January 3, 2008. Council Members present were: Steve Boone, Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum. City Manager Bernard McMullen and City Attorney Ted Meeker were also present.

McMullen reported that Pat Heaberg of Pathway Communities had asked that Council consider a land swap. The land was located off Old Senoia Road and the extension of Kedron Drive North. In 1981, Pathway conveyed the property to DOT for Kedron Drive to connect to SR 74. The original plan was to not connect Kedron Drive North to SR 74. The property, approximately one acre, was deeded to the City. Pathway proposed to swap 1½ to two acres of land that was adjacent to the land purchased by the SANY Corporation on SR 74. The parcel backed up to the Flat Creek Nature Preserve. It was wetlands and had not been surveyed. The land was in the 100-year floodplain and connected to the Wilden property.

The Council consensus was that they did not want the wetlands property, and there was no reason to trade.

Plunkett moved to reconvene in regular session at 9:43 p.m. Sturbaum seconded. The motion carried unanimously.

Plunkett moved to appoint Major Mike Dupree as Acting Police Chief until the position was filled. Boone seconded. The motion carried unanimously

Haddix moved to authorize payment of a legal claim against the City. Boone seconded. The motion carried 4-0-1 (Plunkett).

There being no further business to discuss, Boone moved to adjourn. Plunkett seconded the motion. The motion carried unanimously. The meeting adjourned at 9:46 p.m.

Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
December 18, 2008
7:00 p.m.

The City Council of Peachtree City met Thursday, December 18, 2008, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognition
Penelope Harbour with the Employer Support of the Guard and Reserve program presented Mayor Logsdon with a framed Employer Statement of Support for employees serving in the National Guard and Reserves. City employees Rob Todd of the Police Department and Ricky Howard of the Fire Department, members of the National Guard/Reserves, also attended the presentation. Gail Sparrow of the Honor Flight Fayette Program recognized Major Mike Dupree and Captain Terry Ernst of the Police Department for serving as volunteers on the November trip to visit the World War II monument with some of Fayette County's World War II veterans.

Public Comment
Keep Peachtree City Beautiful Director Al Yougel announced that Fayette County's Earth Day activities would be held April 25, 2009, at Drake Field. The City would host the event, which rotated annually. A media event for the kick-off was planned on January 29.

Agenda Changes
There were none.

Minutes
Boone moved to approve the November 20, 2008, regular meeting minutes; December 2, 2008, workshop minutes; and the December 4, 2008, regular meeting minutes as written. Haddix seconded. The motion carried unanimously.

Election & Oath of Office – Mayor Pro-tem
Sturbaum moved to appoint Boone as the Mayor Pro-tem. Haddix seconded. The motion carried unanimously. Logsdon administered the Oath of Office.

Consent Agenda

1. **Annual Indemnification Resolution**
2. **Authorization of Legal Organ – *Today in Peachtree City***
3. **Consider Appointments – City Attorney – Ted Meeker**
4. **Consider MOU with Clayton International**
5. **Consider Appointment to Airport Authority – Mike Brady, Zaheer Faruqi, Bill Rial (alternate)**
6. **Consider Stormwater Maintenance Agreements**
7. **Change in Licensee, License Representative, and Management – China Café Waikiki**
8. **Consider Revision to Logo Use Policy**
9. **Consider Request to Modify Planning Commission Schedule**
10. **Consider Cancellation of January 1, 2009, Regular Meeting**

11. **Consider Appointments to Recreation Commission – Shayne Robinson, Eric Imker, Michael LeDonne (alternate)**
12. **Consider Resolution and Agreement for Deposit Account and Bank/Corporate Services – RBC Bank**

Plunkett moved to approve Consent Agenda items 1–12. Haddix seconded. The motion carried unanimously.

Old Agenda Items

06-08-08 Public Hearing – Consider Amendments, Specific Permitted Uses in Multiple Zoning Districts

a. Sec. 1006 GC, General commercial district **(to be continued)**

b. Sec. 1006A LUC, Limited use commercial **(to be continued)**

Plunkett moved to continue "06-08-08 a. Sec. 1006 GC, General commercial district and b. Sec. 1006A LUC, Limited use commercial" indefinitely. Sturbaum seconded. The motion carried unanimously.

c. Sec. 1009 OS, Open space and conservation district

City Planner David Rast noted that, based on feedback at the December 2 workshop, the Open Space (OS) zoning would be divided into two categories – OS-Conservation (OS-C) and OS-Public (OS-P). The intent of the OS-C zoning district was to preserve the property. The permitted uses would include undeveloped, natural land; paved, multi-use paths or natural surface trails; boardwalks, scenic overlooks, playgrounds and/or picnic areas; archaeological or historic sites, and cemeteries established prior to the adoption of this ordinance. The conditional uses would include a building, facility or land for the distribution of utility services, subject to review and approval by the Planning Commission and all easements approved by City Council; stormwater detention facilities, subject to review and approval by the Planning Commission; and telecommunication towers and associated equipment, as identified within the Telecommunications Ordinance. In addition, Rast said the proposed amendment would limit the height of buildings in OS-C zoning districts to 10 feet to keep them in scale with the natural environment, which allowed the pump stations and lift stations that already existed and any new improvements. The Telecommunications Ordinance identified open space as a viable location for telecommunications towers and equipment, and it was kept as a conditional use. There would be several requirements that had to be met before the use would be approved.

Rast said there were a number of areas that could be zoned OS-P, including public property such as the City Hall complex, and churches. The OS-P designation included uses owned by the City, the Board of Education, and Fayette County, as well as detention facilities. The permitted uses in OS-P zoning would include undeveloped, natural land; paved, multi-use paths or natural surface trails; boardwalks, scenic overlooks, playgrounds and/or picnic areas; archaeological or historic sites; cemeteries established prior to the adoption of this ordinance; building, facility or land for the distribution of utility services; building, facility or land for non-commercial park, recreation, thoroughfare, or open space purposes; public or private boat dock, fishing pier, boathouse and related accessory concession and support facilities, where permitted through deed restrictions; and public and/or private golf course, including clubhouses, swimming pools, tennis courts or other associated activities located thereon, but not including miniature golf courses.

The conditional uses would include a building, facility or land for the distribution of utility services, subject to review and approval by the Planning Commission and/or City Council; stormwater detention facilities, subject to review and approval by the Planning Commission and/or City Council; telecommunication towers and associated equipment, as identified within the Telecommunications Ordinance; church or other place of worship with numerous conditions regarding setbacks, parking, and on-site sewage disposal.

Rast said the Planning Commission reviewed the changes on December 8 and voted unanimously to forward the changes to the Open Space ordinance to Council with a recommendation for approval.

The public hearing opened.

Phyllis Aguayo noted that proposed amendment included a provision for suitable walls or fences and suitable plantings between residential properties and other uses. Rast said the wording referred to the conditional use for a church. He briefly went over the setbacks, adding that the requirements for a church had not changed and were the same requirements identified in each of the zoning districts though the conditional use. The intent of the wording was to supplement the 20 feet between the parking and the adjoining property line with fencing or evergreen plant material. Aguayo added that churches were now used more intensely than just Sunday morning. She asked that more buffering adjacent to residential property be considered. Rast said they could look at it, but they would have to go back and amend each zoning district if Council or the Planning Commission felt it should be done. Plunkett asked if the proposed buffers were similar to what they were looking at to separate commercial and residential uses. Rast said the buffers would go up to 75 feet for those uses. Staff and Planning Commission had not studied buffers between churches and other uses, but a separation of uses should include churches. Rast asked Council to continue the agenda item, so it could be studied.

The public hearing closed.

Plunkett moved to continue "06-08-08 c. Sec. 1009 OS, Open space and conservation district" indefinitely. Sturbaum seconded. The motion carried unanimously.

12-08-04 Consider Amendments to Personnel Policy

Acting Administrative Services Director/City Clerk Betsy Tyler noted the revisions that had been incorporated since the December 8 Council meeting. The proposed changes included the following:

- *Page 2 – Revisions to how the policy is amended, as suggested by the HR attorney that reviewed some of the language.*
- *Page 7 – Paragraph E - removed the "to ten" option for the formal survey frequency.*
- *Pages 19-20 – Reduction in Force language suggested by the Human Resources attorney was to remove the second paragraph as the basics were covered in the first paragraph.*

- *Page 24 – Reasons for disciplinary action amended to reflect arrest/indictment versus allegations.*
- *Page 24 – Reinserted language about outside work for a supervisor, but limited it to the immediate supervisor and left the option for Director/Chief approval to address concerns about conflict/coercion.*
- *Page 35 – Clarification that full-time employees are eligible to use up to 24 hours per year of sick leave for family members; part-time employees who earn sick leave would be eligible for 12 hours per year.*
- *Page 36 – Military pay supplement limited to 18 months of active duty.*

Sturbaum moved to approve the amendments to the Personnel Policy as recommended by staff. Boone seconded. The motion carried unanimously.

<u>New Agenda Items</u>

12-08-07 Public Hearing – Consider Step 1 Annexation Application, 379.493-acre Wieland Tract in Wilksmoor Village

Rast noted that the Step 1 request was a re-affirmation of the annexation and zoning that Council had approved on May 3, 2007. Richard Bacon, general counsel for John Wieland Homes & Neighborhoods, asked Council to consider and approve the Step 1 annexation request for the 379.493-acre tract his client called Connector Village. Bacon referred to the lawsuit that had been filed challenging the 2007 annexation and rezoning, saying that they believed the City and the developers would prevail. He continued that there was a lack of funding for senior judges in the state, and no progress had been made on the lawsuit for a long time. They were going back through the process to re-affirm the annexation and rezoning, and the first step was the Step 1 application.

David Worley, who identified himself as the plaintiff in the lawsuit against the City, asked if the fee had been paid for the application. Rast said it had. Worley noted that it had not appeared that the fees were not paid for the Scarbrough tract Step 1 annexation application re-affirmed by Council on November 20, 2008. He asked how someone could apply to annex property already in the City. According to Bacon's statement, the tract was annexed in May 2007. Since that time, Wieland had paid the property taxes. The City's position in the litigation was the tract had been properly annexed. There was nothing in state law or City code regarding reaffirmations or clarifications of annexations. The property was either in the City, or it was not. By approving the request, Council would be saying the property was not in the City. The only explanation was the City was trying to slide something by the citizens. By saying the annexation was being tweaked or reaffirmed, people would not know that the original annexation was completely illegal and needed to start all over, which would be the best course to take. Worley continued that the City had created a geographic island, which was forbidden by state law. The City should start the process over, and let people discuss it.

Aguayo reiterated the concerns she had when the property was originally annexed, noting the tremendous impact on City services, schools, and roads. There might be short-term benefits to annexing the property, but the long-term benefits would be poor for the City. Since Council was reviewing the annexations anyway, they should review the plans and decide if it had been a good idea in the first place. The plan did not meet the step-down zoning intentions of the Comprehensive Plan. She also asked how much it cost the City to annex the property again.

The public hearing closed.

Haddix said the issues had been laid out. He moved to grant the Step 1 annexation request for the 379.493-acre Wieland tract in Wilksmoor Village. Boone seconded. The motion carried unanimously.

12-08-08 Public Hearing – Consider Request to Re-name Husky Drive to FieldTurf Drive

Rast gave a brief history of the area in Southpark industrial development, noting that the Husky building had been the first in Southpark. The developer, Peachtree City Development Corporation (PCDC-now Pathway Communities), constructed a portion of one of the internal roads in the development and requested the name Husky Drive. The road was 285 feet from the entrance to Southpark to just beyond the entrance to the building. Husky sold the building and property to FieldTurf Tarkett USA, who had requested the road be renamed. Rast said he explained the process for changing the street name, and the process had been followed. The name was forwarded to Fayette County E-911, who approved the change. The affected property owners had also been notified, including Sequoia Golf, which had no problem with the change, and Pathway Communities. Pathway had expressed concern because of their marketing materials, which showed the road as Husky Drive. Rast continued that the request was not precedent-setting. The City had several roads named after companies, including TDK Boulevard, Cooper Circle, Gardner Park, Paschall Road, and World Drive. Staff recommended approval of the request.

Matt Forshee, the Fayette County Development Authority (FCDA) president and chief executive officer, introduced Joe Fields from FieldTurf and Tim Dunlap of Sequoia Golf. He pointed out that the street came to an end at the FieldTurf building. The FieldTurf building was the only physical structure on this section of road, although both Canongate and Pathway owned property along the road. FieldTurf had moved their headquarters to the City, and this was the only request they had made. There was no longer a Husky presence in the City.

Fields, the chief executive officer for FieldTurf, said that, whether the street name changed or not, FieldTurf was happy to be in the City. Their manufacturing plant had always been in Dalton. The product was used in 22 stadiums, including the Georgia Dome, and more than 5,000 fields worldwide.

The public hearing closed.

Logsdon asked how much of an inconvenience the name change would be for Pathway's marketing. Forshee said that he did not have a dollar amount. Pathway had two tracts along the road, and they had talked about developing the larger tract, either as residential or office. In Forshee's opinion, it was a minor marketing issue.

Boone moved to approve the name change of Husky Drive to FieldTurf Drive. Plunkett seconded. The motion carried unanimously.

12-08-09 Consider Ordinance Amendment – LSMV Use

Plunkett moved to approve the ordinance amendment for LSMV use. Sturbaum seconded. The motion carried unanimously.

12-08-10 Consider Equipment Lease Financing Agreement

Sturbaum moved to approve the equipment lease financing agreement, agenda item 12-08-10, and adopt the resolution. Haddix seconded. The motion carried unanimously.

12-08-11 Consider Budget Adjustments for FY 2009

Logsdon noted there was an additional document on the dais – a memo from Leisure Services Director Randy Gaddo dated December 16, 2008, with the subject, "Operating Hour Changes: Kedron and Library." Finance Director Paul Salvatore noted that Council and staff had discussed the adjustments at the December 2, 2008, workshop, and Council had concerns about reducing the hours at the Library and Kedron Fieldhouse. Gaddo's memo outlined the proposal for the two facilities, which would not disrupt service during the busiest hours. Logsdon asked if the same amount of savings would be accomplished as the earlier proposal. City Manager Bernard McMullen said there would be an increase in the savings.

Plunkett said closing the Library earlier on school nights (closing at 8 p.m. instead of 9 p.m.) cut the usage for students, which had the second highest numbers for usage. Due to after school activities and practices, many students did not start their homework until 7 p.m. Sturbaum said the Library could open later, then close later. Plunkett asked staff to look at the later hours.

McMullen said the new hours would be implemented at the Library on January 1, and Kedron would begin after February 13, which was the date youth basketball ended. Logsdon said they should at least try the new hours. If there was an outcry from the public, they could open the hours up. Plunkett said she wanted to know the usage at the Library during the 8-9 p.m. hour. Haddix said they also needed to look at whether the people using the Library during the later evening hours were there because it was more convenient or because they needed to use the facility later. McMullen said he understood the question, but did not have the ability to answer it. He added that Gaddo also had staffing issues to consider. Plunkett suggested that there be a trial period of 90 days for the hours. Haddix said that, if there was a need, the library hours could be adjusted by 30 minutes or so.

Plunkett moved to approve the budget adjustments for FY 2009. Sturbaum seconded. The motion carried unanimously.

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

City Engineer Dave Borkowski said staff recommended that Council sign the signal application for the signal at SR 54/Line Creek Drive. He continued that the Thomaston district office of the Department of Transportation (DOT) had approved the traffic impact study for a stop-and-go signal at the location. The next step in the process was for the local municipality to sign the application requesting the signal, basically agreeing to pay for the installation and utility costs for the signal. Borkowski noted that the City's development agreement with Capital Cities Development covered the costs of design and installation. Borkowski said the City had agreed to not oppose the signal in paragraph 14 of the development agreement. Borkowski read paragraph 14 of the development agreement:

> *The Developer, at his own option and expense, may request approval from the Georgia Department of Transportation (GDOT) for the installation of a traffic signal at the entrance to the development from SR 54. Said signal shall be installed on decorative poles and mast arms identified within the SR 54 West Design Guidelines. The cost of the signal warrant analysis, construction plans, equipment, lane improvements, and installation shall be the sole responsibility of the Developer. The City shall not oppose the installation of such a traffic signal. The City and Developer shall cooperate and work together with the GDOT for the abandonment of the right-of-way currently know as Line Creek Drive owned by the State of Georgia or GDOT. Developer shall reimburse the City for any and all costs associated with such abandonment.*

Borkowski went over the levels of service (LOS) for traffic in the area, both with and without a signal at Line Creek Drive. He noted that an LOS of F was bad and meant extreme delays, C was in the middle, and A was the best. According to the traffic impact study conducted by LAI Engineering in November 2008, the existing level of service at the traffic signal at MacDuff Parkway was an A and an E at Planterra Way. If there were no development built in 2009, the LOS would be B at MacDuff Parkway and F (88.3) at Planterra Way. If the retail development was built in 2009, but the Line Creek Drive intersection was left without a signal and there was a full access driveway at Line Creek, the LOS at MacDuff Parkway would be C, while Planterra Way's LOS would be an F (108). Borkowski continued that, if the retail center was built with right-in, right-out access at Line Creek Drive, the LOS at MacDuff Parkway would be F (290.3), the LOS at Line Creek Drive would be F and D. The LOS at Planterra Way would be F (685.3). If the retail center was built with the recommended signalized intersection at Line Creek Drive, the LOS for MacDuff Parkway and Line Creek Drive would be B, while the LOS for Planterra Way would be a better F (72.9).

Boone was concerned that right-in, right-out access could be a safety issue with drivers making u-turns at MacDuff Parkway, which would cause accidents.

Plunkett asked what could be done so the Planterra Way intersection would not have a LOS of F. Borkowski said they had not looked at that.

Borkowski clarified the issue about distance between signals. Part of the issue was that DOT had many policies and design manuals, and there were several references to the distance between signals. The DOT Access Control Manual recommended a 600-foot minimum in urban areas on an interstate, but that standard did not really apply in this case. In a reference to median cuts, the DOT recommended that "full median openings to be spaced at 1,000-ft in urban areas. However, median openings may be spaced less than 1,000-ft, and greater than 660-ft, in urban areas if there are minimal left turn volumes." Borkowski believed those were measurements used when the road was widened since there were approximately 600 feet between MacDuff Parkway and Line Creek Drive and Line Creek Drive and Planterra Way. Another DOT manual (Regulations for Driveway and Encroachment Control) recommended a minimum of 1,000 feet between signalized intersections in urban areas, but allowed for less spacing if an alternatives analysis showed better operations could be achieved with less spacing. Staff recommended Council sign the signal application.

Plunkett asked the distance between the existing intersections. Borkowski said that, measuring off the GIS, there was 600-615 feet between the intersections.

Mike Whalen, a resident of Planterra Ridge, said he had marked off a distance closer to 500 feet using an unsophisticated method. He asked Borkowski if he had specific measurements. Borkowski said the measurements were taken off the City's Geographic Information System (GIS), using the aerials. The end of the curb radius from Planterra to the end of the curb radius from Line Creek was approximately 600 to 615 feet. Whalen asked why the measurement was not more accurate. Borkowski said it was off an aerial photograph. Whalen said there were five lights within a relatively short distance, and it did not seem to have been well thought out. Whalen, referring to a recent newspaper article, asked Haddix if his questions to DOT had been answered. Haddix said nothing was ever clear with DOT, he still believed a light should not be placed at the intersections. He noted that this request was just part of the process. DOT had turned down the signal request from the developer twice.

Rich Granger said the traffic study had not shown anything about the impact on SR 54 itself, and there would be a greater impact during rush hour when the turn lanes were not long enough currently for people trying to make left turns. Borkowski said rush hour had been factored into the study. The standard for traffic studies for signalized intersections was to present the information as one unit, rather than breaking it down into the lane approaches.

Boone noted that appropriate synchronization of the signals would help the flow of traffic. He asked if DOT would be able to properly synchronize the signals, even after the Line Creek Drive signal was installed. Borkowski said that was part of the overall plan. The signals would be progressive during rush hours. Plunkett asked if the City would make synchronization of the lights part of its request for the signal.

Haddix said the citizens did not want the light or the retail development that was the purpose for the light. The purpose of the light was to enable an oversize development that would not be allowed under General Commercial (GC) zoning. People would not go there because it was hard to access. Without the light, the developer would be left with a single driveway coming out to eastbound SR 54. Big boxes would not locate there. Haddix had spoken to business people leaving the Target area, who said they would not move to the retail center due to the poor access in the area now. The developer could not turn a profit without the big boxes.

Plunkett and Haddix asked what businesses could go in the retail center without the Special Use Permit. Rast said, without a Special Use Permit, the developer could build anything currently identified within the City's GC zoning. Plunkett asked for clarification on how big the development could be. Rast said any development over 150,000 square feet required a Special Use Permit. Single-tenant buildings could be up to 32,000 square feet with no additional review. Plunkett asked if the developer could access Planterra Way. Rast said that could not be done without Council's approval. The road would have to cross over a City-owned greenbelt. The access to the retail center had to be at the existing intersection. Plunkett asked if a development could be turned down because there was already too much empty commercial space in the City. Rast said no. Plunkett asked if the development could be denied because it would create more traffic. Rast said it could not. Haddix asked Plunkett if she would locate a business in a cubby hole with that kind of access. Plunkett said she would not, but it was not her property. The economy would turn around.

Logsdon said Council was being asked to sign the application for the signal. Council had agreed not to oppose the light, and the development agreement stated Council would not oppose the light. If Council did not approve signing the request, then Council opposed the signal, which would violate the agreement in his opinion. The LOS condition would be disastrous without a light no matter how big the development was. Without the Special Use Permit, the City would not have the controls over the development that were needed to make it a quality development. Logsdon continued that he and Haddix disagreed on whether the developer would build without the Special Use Permit. Haddix felt they would not build, but Logsdon believed the developer would move ahead. In Logsdon's opinion, it was in the City's best interests to install the light. Plunkett said they were really stepping beyond the development agreement. She had a lot of questions that needed to be answered before she was willing for the City to request the light. The request should include synchronization of the signals along SR 54 West. The City needed to do whatever it could to ensure the traffic did not back up on SR 54. It was dumped in Council's lap by the developer. Logsdon said he felt it was DOT dumping it in Council's lap. Sturbaum said he would like to talk to DOT more about their concerns and get some clarification.

Tim Lydell, a Cardiff Park resident, encouraged Council to approve the signal request. Lydell recalled working with other citizens to help develop the current plan for the retail center, noting that the first plan had been abysmal. He continued that the development could end up looking like Lexington Circle, and the City did not need another one. They would have liked for the tract to stay green, but the developer had a right to build as long as he conformed to the City's laws. Lydell said he lived in the area and went through the traffic everyday. The City had gotten the best development possible, and he asked Council not to make the problem worse.

Chris Garris, who lived off of MacDuff Parkway, asked Borkowski if the calculations for the LOS would remain the same even if the square footage of the center decreased. Borkowski said the calculations in the study were based on 175,000 square feet per Capital City Development, to be conservative. He added that the developer could build up to 150,000 square feet of space without any special approvals or a light. Garris asked if the signals on SR 54 West could be synchronized before the signal was installed to see if that helped traffic flow. Borkowski said synchronization was part of the permit process with the DOT, and DOT would maximize the traffic flow through the corridor. Part of the problem was that the SR 54/SR 74 intersection was not fully operational yet. The presence detectors had not been working, and the signals were working on straight time.

Richard Spain asked City Attorney Ted Meeker if the City was legally obligated to pursue the light. Meeker said yes, he had been consulted and had had private discussions with each Council Member individually, but he could not disclose the discussions. Spain asked Council if they would allow the City Attorney to speak on the matter. Meeker asked Council to keep the discussion private. Plunkett noted the discussion pertained to a legal, binding agreement. Spain asked Logsdon if the City was legally obligated to sign the signal request. Logsdon said, in his opinion, yes.

Bob Morris said he avoided the area and wondered how much time another light would add for those traveling the route. He continued that there needed to be another column in the study with the time that it took to travel from just east of Planterra Way to just west of MacDuff Parkway. He said it seemed as though the City had lost control of the ability to do what it wanted to do. Logsdon said the Special Use Permit had given the City more control than it had over past developments, but there was a dilemma on how to ask for the signal. Boone said the focal point was the application. The DOT still had to approve or disapprove the request.

Sturbaum moved to continue "Agenda Item 12-08-12 Consider Signing DOT Signal Application for Line Creek Retail" until the first meeting in February to answer the questions about the measurement of the road between the lights, the impact on Planterra Ridge, and the synchronization of the lights, the back-up of traffic onto SR 54, and to check on some finance numbers. Plunkett added that McMurrain should pay the costs associated with the application upfront, then she seconded the motion.

McMullen asked for clarification on some items. The best way to get accurate modeling for Planterra Way would be to pay for another model. One of the restrictions on the development was there be no connection to Planterra Way. He asked Council if that restriction was to be kept in place in terms of additional modeling. The Council Members said yes. McMullen added that, at staff level discussions, one of the ways to improve traffic flow in the area would to enter the new development through Planterra Way.

Plunkett asked Borkowski whether the request for a signal was a standard form or if it could be tailored to specific criteria. Borkowski said DOT always welcomed the City's input. Plunkett said they had looked at the issue based on what was best for the development. Now, they wanted to look at what was best for the City. Borkowski said the additional modeling would not get done by the next meeting. Council agreed to put the item on the February 5 agenda and move it to a later date if needed. Borkowski said he would talk to the engineer to see what was needed.

The motion carried unanimously.

12-08-13 Consider Drug Task Force Agreement

Plunkett moved to approve agenda item 12-08-13. Boone seconded. The motion carried unanimously.

12-08-14 Consider January 2 as Additional City Holiday

McMullen noted January 1 fell on a Thursday, and other municipalities and the County had granted its employees January 2 as an additional holiday. He was just putting the request before Council.

Boone said his concern was the expense; he had a problem with paid time off. Haddix asked if the employees could take the day off without using their vacation time. Logsdon asked if it could be done without any negative impact on employees' attendance records. McMullen said if January 2 was not a paid holiday, then it was considered leave without pay. The employees would need to use their vacation or comp time. He said there could be minimal staffing with a liberal leave day.

No action was taken.

12-08-15 Consider Alcohol Ordinance Amendment – Approval of License Changes

Tyler said the proposed amendment was a housekeeping change. The Mayor and Council granted new alcohol licenses and approved any changes to licenses. If the amendment were approved, the City Manager would sign off on any changes to an alcohol license. All the clearances would still go through the Police Department.

Plunkett asked Meeker how changes to licenses were handled in other municipalities. Meeker said the requested change either met the requirements or it did not, which made the approval more of an administrative process. Plunkett asked if part of putting it on the agenda was to publicize the change, so anyone with any knowledge of anything could say something. Meeker said background checks were always run on any changes to a license. Tyler added that legal notices were run and signs were posted only for new locations. Logsdon said this would only apply to administrative changes on licenses. Plunkett asked why the change was being considered. Logsdon said Council brought it up, and it would streamline the process.

Haddix asked which had less paperwork and less administrative time. Meeker said the proposed ordinance.

Boone moved to approve the amendment to the alcohol ordinance regarding approval of license changes. Logsdon seconded. The motion carried 3-2 (Haddix, Sturbaum).

12-08-16 Consider MOU with FCDA and NCR

Sturbaum moved to approve the MOU with FCDA and NCR, agenda item 12-08-16. Plunkett seconded. The motion carried unanimously.

12-08-17 Consider Appointment of Council Representative to Fayette County Board of Health

Plunkett moved to have Mayor Logsdon continue to serve as the Council representative to the Fayette County Board of Health. Boone seconded. The motion carried unanimously.

12-08-18 Consider Appointment of Council Representative to PCTA
Plunkett moved to appoint Logsdon as the Council representative to the Peachtree City Tourism Association. Boone seconded. The motion carried unanimously.

Council/Staff Topics
Discuss Council Assignments to Commissions/Authorities
Logsdon noted the Council assignments to commissions and authorities for 2009, noting that last year Council Members had started serving as liaisons to the City's authorities and commissions. Ideally, over a four-year period, a Council Member would serve on four different boards, which would give Council and the board a better understanding of each other. Plunkett would serve as the liaison with the Recreation Commission, Boone was assigned to the Development Authority of Peachtree City, Haddix would work with the Water and Sewerage Authority, and Sturbaum would serve with the Peachtree City Airport Authority.

CSX Bridge Path Connections
Rast went over the timeline for the construction of the connections, noting that it would be 220 days before the DOT could even start the construction. (A copy of the PowerPoint presentation is included in the official meeting file.) If the City funded the entire project, then the time would be cut in half (110 days). The City's share of the grant for the project was $50,000, and 60-90 days of the timeline had to do with requesting the allocation of the grant funding. It would cost the City $250,000 to fully fund the construction. Staff would continue to pursue the DOT process unless directed otherwise.

Logsdon asked if SPLOST money could be used for the project. Meeker said he would review the SPLOST resolution to see if it was possible. Logsdon said if SPLOST money could be used, then he wanted to move forward. Plunkett asked, if SPLOST money could not be used, whether 110 days was worth $200,000, since it had taken so long already. Rast pointed out the DOT could freeze all its funding. Haddix suggested Council gamble with the 110 days. Unless SPLOST funds could be used, Plunkett added.

Tyler reported that the City Manager had sent the latest draft of the citizen survey the day before the meeting. The survey asked for input from the residents for the FY 2010 budget process. Faced with a potential two mill tax increase to keep services at the current level, the survey would ask residents whether they preferred to cut services, raise taxes, or a combination of both. There would also be questions about City amenities and their usage. There would be some demographic questions so the City would know who was responding, as well as questions on how residents got their information. The residents would also be asked questions regarding their perceptions of the City, including crime and safety and dealing with City staff. She hoped to have the responses finalized prior to Council's Retreat in March. Council directed Tyler to move forward.

Sturbaum reported that there had been a lot of criminal damage in Planterra Ridge the previous night. The tires were punctured on six vehicles, the tires were cut on a City police cruiser, eight mailboxes were damaged, and some garbage cans went missing. Sturbaum said the behavior was totally unacceptable. He hoped those responsible would face the maximum punishment once they were apprehended by the Police Department. The amount of money it would cost the citizens, including the replacement costs and increased Public Safety costs, was unacceptable. They would be caught and punished. Logsdon added that mail had been stolen out of mailboxes in his neighborhood. Boone asked if there were any leads on the Planterra incident. Police Chief Skip Clark said not yet, but they did have leads on the mailbox thefts in Morallion Hills. Plunkett asked if something could be placed in the newspapers reminding people stealing mail out of mailboxes and damaging mailboxes were federal crimes, which had additional ramifications.

Plunkett moved to convene in executive session for personnel at 9:25 p.m. Haddix seconded. The motion carried unanimously.

Haddix moved to reconvene in regular session at 10:05 p.m. Sturbaum seconded. The motion carried unanimously.

There being no further business to discuss, Sturbaum moved to adjourn the meeting. Haddix seconded. The motion carried unanimously. The meeting adjourned at 10:07 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

2009 City Event Calendar

January	February	March
1/15 – City Council Meeting, 7 pm 1/19 – MLK Day, City Offices Closed	2/3 – City Council Workshop (Tentative), 6:30 pm 2/5 – City Council Meeting, 7 pm 2/19 – City Council Meeting, 7 pm	3/3 – City Council Workshop (Tentative), 6:30 pm 3/5 – City Council Meeting, 7 pm 3/6 & 7 – City Council Retreat at City Hall 3/9 – Official 50th Anniversary of Peachtree City 3/19 – City Council Meeting, 7 pm
April	**May**	**June**
4/2 – City Council Meeting, 7 pm 4/7 – City Council Workshop (Tentative), 6:30 pm 4/16 – City Council Meeting, 7 pm **4/25 – Spring Yard & Garden Show**	5/5 – City Council Workshop (Tentative), 6:30 pm 5/7 – City Council Meeting, 7 pm **5/9 – Touch A Truck** 5/21 – City Council Meeting, 7 pm 5/25 – Memorial Day, City Offices Closed Memorial Day Ceremony	6/2 – City Council Workshop (Tentative), 6:30 pm 6/4 – City Council Meeting, 7 pm 6/18 – City Council Meeting, 7 pm
July	**August**	**September**
7/2 – City Council Meeting, 7 pm 7/3 – (City offices closed for Independence Day holiday) **- Family Sock Hop, Amphitheater** 7/4 – Independence Day – Parade, Fireworks 7/7 – City Council Workshop (Tentative), 6:30 pm 7/16 – City Council Meeting, 7 pm	8/4 – City Council Workshop (Tentative), 6:30 pm 8/6 – City Council Meeting, 7 pm 8/20 – City Council Meeting, 7 pm **8/29 – Kidz Fest**	9/3 – City Council Meeting, 7 pm 9/7 – Labor Day, City Offices Closed 9/1 – City Council Workshop (Tentative), 6:30 pm 9/17 – City Council Meeting, 7 pm **9/19 & 20 – Shakerag Arts & Crafts Festival**
October	**November**	**December**
10/1 – City Council Meeting, 7 pm 10/6 – City Council Workshop (Tentative), 6:30 pm 10/15 – City Council Meeting, 7 pm **10/17 – PTC Classic Road Race** 10/31 - Halloween	11/3 – City Council Workshop (Tentative), 6:30 pm 11/5 – City Council Meeting, 7 pm 11/19 – City Council Meeting, 7 pm 11/26 & 27 – Thanksgiving Holiday, City Offices Closed	12/1 – City Council Workshop (Tentative), 6:30 pm 12/3 – City Council Meeting, 7 pm **12/5 – Hometown Holiday** 12/17 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City Offices Closed

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

Updated 1/2/09

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: *November 2008*

	October-08	November-08	FY 2009 YTD	FY 2008 YTD
Human Resources				
Workers Compensation Claims Filed	**3**	**5**	**8**	6
City Vehicle / Equipment Accidents	**1**	**2**	**3**	2
Employee Turnover Rate ***		**0.377%**	**0.750%**	1.490%
Lawsuit Legal Fees *	**$3,330.58**	**$8,850.53**	**$12,181.11**	$6,267.44

**** The FY 2008 figure is for the full year. Of the 12 terminations in FY 2008, 2 were retirements. Of the __2___terminations year-to-date in FY 2009, __2___ have been retirements*

	October-08	November-08	FY 2009 YTD	FY 2008 YTD
Municipal Court				
Fines Collected *	**$144,084.00**	**$135,452.00**	**$279,536.00**	$206,995.48
Online Transactions	**203**	**135**	**338**	271
Citations Closed	**589**	**555**	**1,144**	995
Jail Fund Balance **	**$2,580.01**	**$660.26**	**$149,285.22**	$127,935.10

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

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

	October-08	November-08	FY 2009 YTD	FY 2008 YTD
Public Information				
New Businesses Registered	**20**	**13**	**33**	30
Public Contacts, Questions & Complaints *	**88**	**67**	**155**	141

** This includes 5 complaints against Comcast Cable Company, 1 sanitation company complaint, and 5 Open Records/Discovery Requests.*

COMMISSION/AUTHORITY ATTENDANCE RECORD

Peachtree City Library Commission
Board name

Nov-08
Report Date: Month Year

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

COMMISSION/AUTHORITY ATTENDANCE RECORD

Water & Sewerage Authority
Board name

Nov-08
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Wade Williams *01/01/2007*	12	12	12	0	0	**100%**
Tim Meredith *01/01/2008*	12	12	12	0	0	**100%**
Jeff Prellberg *01/01/2006*	12	12	8	4	03/03/2008 05/05/2008 07/07/2008 08/04/2008	**67%**
Phil Mahler *10/19/2007*	12	9	9	0	0	**100%**
John Gronner *01/18/2004*	12	12	6	6	03/03/2008 05/05/2008 07/07/2008 08/04/2008 09/08/2008 11/03/2008	**50%**

COMMISSION/AUTHORITY ATTENDANCE RECORD

RECREATION COMMISSION
Board name

Nov-08
Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Mark Ballard *01-Jan-08*	9	9	8	1	09/15/2008	**89%**
Vince Obsitnik *01-Jan-08*	9	9	9	0		**100%**
David Ring *01-Jan-07*	10	10	10	0		**100%**
Shayne Robinson* *01-Jul-08*	4	4	3	1	08/18/2008	**75%**
Colleen Sugar *01-Jan-06*	10	10	7	3	12-13-2007 3-10-08 7-21-08	**70%**

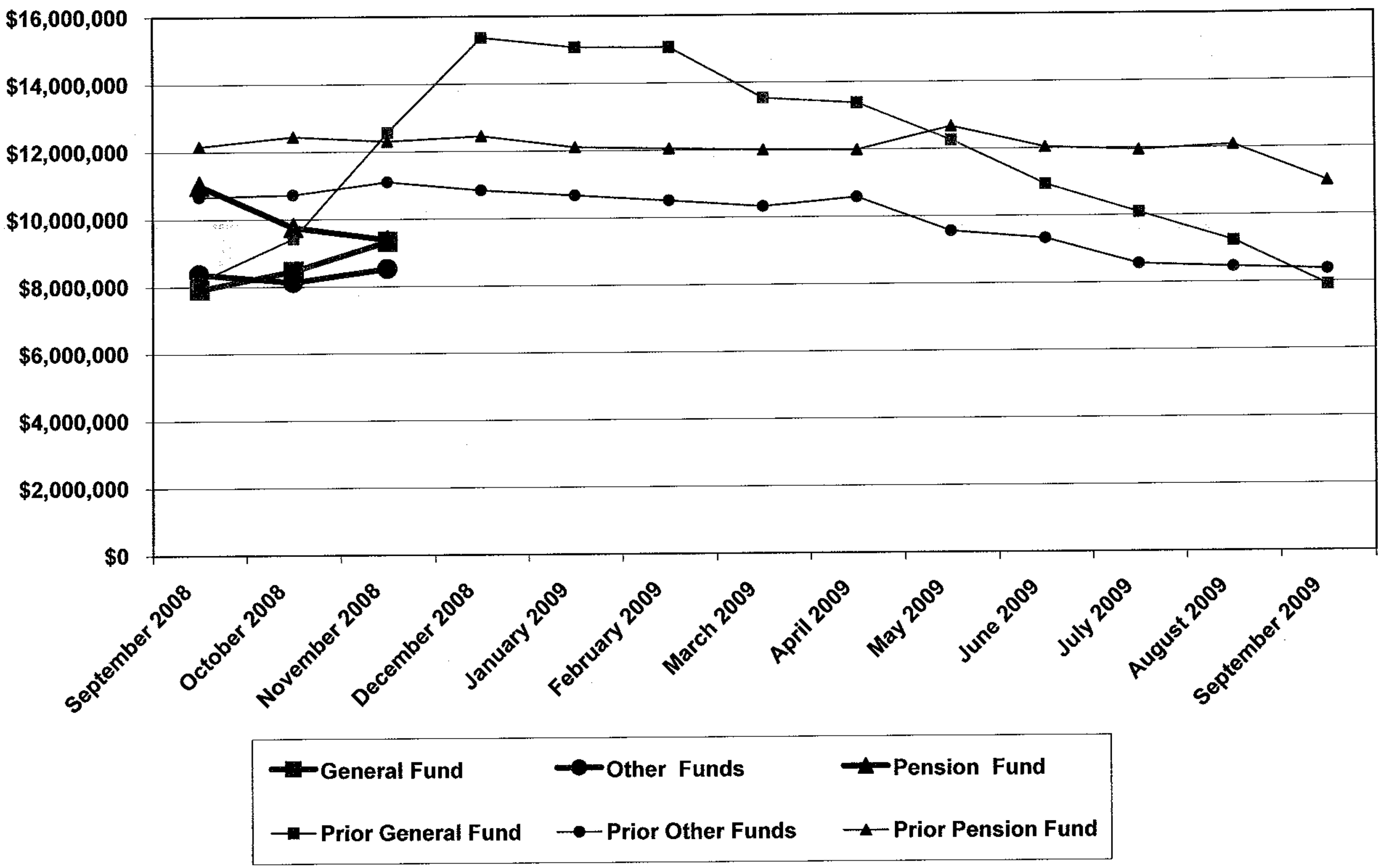
***Alternate - Filled George Martin's vacancy in July.**

PEACHTREE CITY BUILDING DEPARTMENT
FY 2009

	Oct-08	Nov-08	Fiscal Y-T-D 2009	Fiscal Y-T-D 2008
DEVELOPMENT PERMITS:	7	2	9	4
BUILDING PERMITS:				
Single Family Residential	2	2	4	2
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	48	25	73	93
Commercial/Industrial	12	7	19	31
TOTAL INSPECTIONS:	468	359	827	1,005
CERTIFICATE OF OCCUPANCY:				
Residential	3	4	7	11
Commercial	1	5	6	5
Multi-Family Residential	146	0	146	0
CODE ENFORCEMENT:				
Sign Violations	317	153	470	235
New Rehab	5	5	10	12
Rehab Inspections	9	7	16	29
Tree Removal Permits	73	61	134	158
Notice of Violations - Construction	1	1	2	14
Notice of Violations-Non-Construction	157	142	299	302
Stop Work Orders	1	4	5	15
Compliance Inspections	236	213	449	464
Founded Complaints	17	14	31	16
Unfounded Complaints	7	7	14	28
Assessments	2	1	3	19
Water Ban Violations	3	1	4	70
Citations	16	5	21	8
Architect Review Board Permit Approval	37	26	63	83
PERMIT FEES COLLECTED:	44,279	27,901	72,180	50,105
POPULATION: Based on 2.09 persons per new completed dwelling unit plus 1.5 persons for 146 unit senior community.	36,610	36,618	36,618	36,276

The multi-family residential permit was for the 146 unit Towne Club Senior Living community.

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



CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED NOVEMBER 30, 2008

PERCENTAGE OF BUDGET YEAR COMPLETED 16.67%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 9,960,605	$ 2,349,517	$ (7,611,088)	23.59%
Franchise Taxes	2,469,859	66,448	(2,403,411)	2.69%
Local Option Sales Tax	7,024,351	1,100,649	(5,923,702)	15.67%
Other Sales & Use Taxes	699,266	120,717	(578,549)	17.26%
Business Taxes	2,282,903	1,846,407	(436,496)	80.88%
Licenses & Permits	817,749	154,553	(663,196)	18.90%
Intergovernmental/Grants	199,000	37,500	(161,500)	18.84%
Charges for Services	1,019,140	97,429	(921,711)	9.56%
Fines & Forfeitures	998,236	202,064	(796,172)	20.24%
Investment Income	472,620	18,069	(454,551)	3.82%
Other Revenue	13,766	443	(13,323)	3.22%
Other Financing Sources	801,638	114,273	(687,365)	14.25%
Total General Fund Revenues	**$ 26,759,133**	**$ 6,108,069**	**$ (20,651,064)**	**22.83%**
Surplus Carryover	(524,367)	-	524,367	0.00%
Total General Fund	**$ 26,234,766**	**$ 6,108,069**	**$ (20,126,697)**	**23.28%**

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 451,127	$ 83,394	367,733	18.49%
Administrative Services	1,033,936	155,294	878,642	15.02%
Financial Services	1,079,103	186,812	892,291	17.31%
Police Services	6,260,593	1,003,009	5,257,584	16.02%
Fire/EMS Services	5,820,188	979,559	4,840,629	16.83%
Public Works	3,915,160	717,229	3,197,931	18.32%
Leisure Services	4,716,200	773,126	3,943,074	16.39%
Developmental Services	1,332,073	223,205	1,108,868	16.76%
Non-Divisional:				
Council Contingency	41,900	-	41,900	0.00%
Non-Profit Organizations	28,100	15,600	12,500	55.52%
Transfer to Development Authority	35,000	35,000	-	100.00%
Development Authority Debt Service	140,297	-	140,297	0.00%
Transfers to Other Funds	1,717,620	83,108	1,634,512	4.84%
Liability Insurance	99,310	55,586	43,724	55.97%
Legal Services	125,675	12,181	113,494	9.69%
General Administration/Bad Debt Expense	75,000	650	74,350	0.87%
Other	(636,516)	-	(636,516)	0.00%
Total General Fund	**$ 26,234,766**	**$ 4,323,753**	**$ 21,911,013**	**16.48%**

HOTEL/MOTEL FUND REVENUES

Description	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	**$ 1,012,621**	**$ 178,315**	**$ (834,306)**	**17.61%**

HOTEL/MOTEL TRANSFERS OUT

Type	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 337,540	$ 59,438	$ 278,102	17.61%
Transfer to Tourism Association	675,081	118,877	556,204	17.61%
Total Hotel/Motel Transfers Out	**$ 1,012,621**	**$ 178,315**	**$ 834,306**	**17.61%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF NOVEMBER 30, 2008

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER NOVEMBER 2008			
Description	Vendor	Award	Date
Flat Creek Watershed	Integrated Science	$ 22,000.00	11/11/2008
Change Order #12-PD Moisture Problem	R.L. Ward	29,871.25	11/19/2008
Motorola Radios	Motorola	28,002.70	11/25/2008

PURCHASING REPORT FOR MONTH ENDED NOVEMBER 30, 2008 AND NOVEMBER 30, 2007		
Activity	Fiscal Year 2009	Fiscal Year 2008
Purchase Orders / Requisitions Processed	306	273
City Store Requisitions Processed	13	7
Sealed Bids Requested	0	4
Requests for Proposals	1	1
Bids Awarded	0	1
Requests for Proposals Awarded	0	1
Contracts Prepared	0	0
Fixed Assets Purchased	9	8

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
NOVEMBER 2008

POLICE DEPARTMENT		
K9 DONATION - KROGER	$	500.00
GENERAL		
TOTAL MONTH OF NOVEMBER 2008	$	500.00

City of Peachtree City
Information Technology Statistics
November 2008
(as of 1/7/2009)

Goals and Objectives Summary (Statistically-based):

Goal 1: Minimize down-time for all critical servers.

Objective 1: Ensure maximum 5% downtime annually (438 hours out of 8,760 available hours) for primary application, file and email servers

Reported hours of downtime in November 2008 – 2 hours (99.72% uptime, 0.28% downtime)
Reports hours of downtime in FY2009 – 2 hours (99.86% uptime, 0.14% downtime)
Reported hours of downtime in FY2008 - 85 hours (99.03% uptime, 0.07% downtime)

Goal 2: Improve first call resolution for technical support issues.

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

Period	Total Number of Issues	Number of Issues Resolved	%	Number of "Emergency" Issues	Number of "Emergency" Issues Resolved in 1 hour	%	Number of "Important" Issues	Number of "Important" Issues Resolved in 4 hours	%	Number of "Normal" Issues	Number of "Normal" Issues Resolved in 12 hours	%
November 2008	67	63	94.03%	0	0	0.00%	1	1	100.00%	66	58	87.88%
FY2009	132	128	96.97%	0	0	0.00%	1	1	100.00%	131	116	88.55%
FY2008	1302	1254	96.31%	3	1	33.33%	12	11	91.67%	1239	1105	89.2%

Website Statistics

Visits

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

Total Number of Website Visits in November 2008 – 57,255
Unique Visitors – 29,141
Visitors Who Visited More Than Once In the Month – 5,495

Total Number of Website Visits in FY2009 (to date) – 126,623
Unique Visitors – 65,893
Visitors Who Visited More Than Once in the Period – 12,264

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

Top 10 Pages Visited

Most popular pages visited in November 2008

Rank	Page	Number of Visits
1	Home Page	14,512
2	Page Not Found (redirection from old sites)	4,842
3	Jobs	3,987
4	News Flash	2,098
5	Falcon Field Airport	2,000
6	Library	1,660
7	Police Department	1,622
8	Events Calendar	1,388
9	Parks and Recreation	1,339
10	About Peachtree City	1,312

Most popular pages visited in FY2009 (to date)

Rank	Page	Number of Visits
1	Home Page	32,055
2	Page Not Found (redirection from old sites)	10,442
3	Jobs	9,066
4	Falcon Field Airport	5,260
5	News Flash	4,559
6	Police Department	3,422
7	Library	3,419
8	Events Calendar	3,418
9	Parks and Recreation	3,129
10	About Peachtree City	2,860

PEACHTREE CITY FIRE/EMS DEPARTMENT
2009 MONTHLY REPORT

	Oct. 08	Nov. 08	2009 FY-T-D	2008 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	3	3	6	6
Actual Business/Industrial Fires	2	2	4	2
Rescue/EMS Assist	134	137	271	288
Vehicle/Golfcart Accidents	31	17	48	45
False Alarms	33	19	52	55
[1]Other	30	31	61	60
Total Engine Response	233	209	442	456
Dispatched Fire Calls	62	54	116	124
Response Time Fire	4:26	4:28	4:27	4:42
RESCUE/EMS				
Trauma	40	33	73	46
Medical	132	115	247	296
Total # Patients	172	148	320	342
Patients Transported	81	79	160	150
Dispatched EMS Calls	176	155	331	330
[2]Total Medic Response	198	209	407	422
Response Time EMS	4:28	4:41	4:35	4:37
Dispatched Fire/EMS Total	238	209	447	454
EMS BILLING				
Patients Billed	79	79	158	146
[3]Total Cash Received	57,391	64,390	121,781	48,211

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

[2]Includes Fire Assist Responses

[3]Total Cash Received on All Outstanding Accounts. * This amount relects cash collections lower than normal due to billing service transition.

LEISURE SERVICES MONTHLY REPORT

Nov-08

Activity Description	Unit	Nov. 2008	FY 2009 YTD	FY 2008 YTD
Library				
Books Circulated	number	34,632	71,762	71,243
Internet Usage	visits	3,380	7,139	7,949
Computer Lab Use	hours	15	38	65
Recreation				
Class/Program Revenue	$	$2,051	$6,214	$6,252
Playing Field Preparations	hours	250	685	676
Building Maintenance	hours	400	881	860
Litter Removal	hours	338	628	622
Complaints answered	number	2	3	3

PEACHTREE CITY POLICE DEPARTMENT
2008 MONTHLY REPORT

	NOVEMBER 2008	OCTOBER 2008	2008 CYTD	2007 CYTD
PART I CRIMES				
Criminal Homicide	0	0	1	0
Rape	0	0	0	0
Robbery	0	2	7	7
Aggravated Assault	1	1	6	8
Arson	0	0	1	0
Motor Vehicle Theft	11	3	83	75
Theft	50	32	393	272
Burglary	5	4	55	26
TOTAL PART I CRIMES	**67**	**42**	**546**	**388**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	15	20	212	193
DUI – ADULT	14	20	196	173
DUI – UNDERAGE	1	2	16	20
MINOR IN POSSESSION OF ALCOHOL	3	5	71	79
DRUG ARRESTS:				
MARIJUANA	2	4	76	66
METHAMPHEDIMINE	0	0	1	4
COCAINE	0	0	6	5
OTHER (opium, herion, etc)	0	0	5	8
ARRESTS				
PROPERTY CRIMES	19	12	151	138
PERSON CRIMES	7	9	69	87
CITY ORDINANCES	43	57	449	399
TRAFFIC OFFENSES	48	49	459	538
OTHER	38	38	392	500
AVERAGE RESPONSE TIME	6.13	6.31	6.07	5.74
CALLS ANSWERED	**4,824**	**5,305**	**58,463**	**59,357**

TRAFFIC				
CITATIONS ISSUED	510	545	6,353	6,499
WARNINGS	473	701	7,252	6,743
ACCIDENTS	103	122	1,085	1,074

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / HWY 54	7
HWY 74 / KELLY DRIVE	6
HWY 54 / PEACHTREE PARKWAY	5
HWY 74 / CROSSTOWN DR	5
HWY 54 / HUDDLESTON DRIVE	3

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	86
HWY 54 / PEACHTREE PARKWAY	30
HWY 54 / HUDDLESTON DRIVE	29
HWY 74 / KELLY DRIVE	24
HWY 74 / CROSSTOWN DR	23

PUBLIC SERVICES MONTHLY REPORT
NOVEMBER 2008

Activity Description	Unit	November-08	FY2009 YTD	FY2008 YTD
Street Patching	Hrs.	0	0	249
Street Crack Sealing	Hrs.	0	224	0
Street Crack Sealing	Mi.	0.00	1.08	~~
Street General Miantenance	Hrs.	171	505	527
Storm Water Maintenance	Hrs.	230	894	1,512
Cart Path Paving	Ft.	600	1,378	8,859
Cart Path Prepped for Paving	Ft.	11	*	*
Cart Path Litter Removal	Hrs.	105	312	263
Cart Path Drainage Maintenance	Hrs.	156	326	8
Cart Path General Maintenance	Hrs.	592	1,123	782
(*Running totals no longer reported.)				
R.O.W. Mowing	Hrs.	0	201	414
R.O.W. Litter Removal	Hrs.	421	877	795
R.O.W. General Maintenance	Hrs.	670	1,301	1,289
Subdivision Entrance Maintenance	Hrs.	53	810	686
Landscape Maintenance	Hrs.	1,010	1,526	1,190
Landscape Planting/Mulching	Hrs.	20	20	0
Subdivision Sign Maintenance	Hrs.	25	55	52
Traffic Sign Maintenance	Hrs.	115	278	171
Vandalism Repairs	Hrs.	37	72	56
Vandalism Repairs	Dls.	$745	$1,419	$1,392
Citizen Complaints Answered	Num.	52	142	146
Community Service	Hrs.	60	108	54
RECYCLING SITE				
Manhours	Hrs.	241	378	164
Participants:				
Recycling	Num.	291	548	483
Composting	Num.	969	1,926	1,293
Mulch Pick UP	Num.	12	27	72
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	66.5		

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Deputy City Clerk**

DATE: **December 31, 2008**

SUBJECT: **Resolution to Call for Election and Establish Qualifying Fees**
January 15, 2009, City Council Agenda

Recommendation:
Staff recommends Council adopt the attached resolution calling for a municipal election on November 3, 2009, for the purpose of electing a mayor and councilmembers for Post 3 and Post 4.

Discussion:
The State Election Code governing municipal elections requires that Council set and publish qualifying fees not later than February 1st of any year in which an election is to be held. The law requires a fee of three percent of the total gross salary paid for the elected position and also requires that the fees be published in the City's legal organ. Per Sec. 2-23 of the Code of Ordinances, the annual salaries for mayor and council will increase to $18,000 and $12,000 respectively on January 1, 2010, which requires an increase in the qualifying fees. The resolution to call for this election and establish qualifying fees is attached for your adoption.

Budgetary Impact:
An increase in revenue based on the number of those qualifying to run for office.

Attachment

RESOLUTION ESTABLISHING DATE FOR CITY ELECTION FOR PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBERS FOR POST 3 AND POST 4; ESTABLISH FEES AND DATE FOR QUALIFYING OF CANDIDATES; ESTABLISH DATES FOR VOTER REGISTRATION AND FOR OTHER PURPOSES

WHEREAS: A municipal general election shall be conducted on November 3, 2009, for the purpose of electing a mayor and council member for Post 3 and Post 4; and,

WHEREAS: Candidates who are elected in said election shall serve for a term of four years; and,

WHEREAS: Persons eligible to become candidates for said election shall be at least 21 years of age and be a qualified elector of the City who shall have continuously resided and maintained his or her domicile in Peachtree City for at least six months immediately preceding the election; and,

WHEREAS: Candidates for said election shall qualify with the City Clerk in City Hall, 151 Willowbend Road. Qualifying shall open at 8:30 a.m. on the 31st day of August 2009, and shall close at 4:30 p.m. on the 4th day of September, 2009; and,

WHEREAS: Voter Registration for said election shall close at 5 p.m. on the 5th day of October 2009; and,

WHEREAS: The date for a run-off election, if required, shall be December 1, 2009; and

WHEREAS: The City Council does hereby declare that the qualifying fee for Mayor shall be $~~270~~540.00 and the qualifying fee for Council Post 3 and Council Post 4 shall be $360~~180~~.00.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of Peachtree City that the general election is hereby authorized pursuant to the rules and regulations set out in this Resolution and pursuant to the Georgia Municipal Election Code as amended.

FURTHER, the Superintendent of Elections and Absentee Ballot Clerk shall be the Fayette County Board of Elections, who is hereby authorized to provide an appropriate number of poll workers to conduct said election. Polling places within Peachtree City shall be open from 7:00 a.m. to 7:00 p.m. on the day of the general election and on the day of the run-off election, if required.

Adopted this 15th day of January 2009.

____
Harold K. Logsdon, Mayor

____
Don Haddix, Councilmember

____
Doug Sturbaum, Councilmember

____
Steve Boone, Councilmember

____
Cynthia Plunkett, Councilmember

____________________________Attest
Pam Dufresne, Deputy City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Councilmembers**

VIA: **City Manager**
Finance Director
Purchasing Agent

FROM: **Leisure Services Director**

DATE: **January 7, 2009**

SUBJECT: **Consider Turf Management Services Contract for Athletic Fields**
For City Council Meeting January 15, 2009

Recommendation: That Council authorizes the City Manager to accept and sign the contract for turf management services with TruGreen for calendar year 2009 for the proposed price of $42,585 annually with the option to extend the contract an additional two calendar years at the same price.

Discussion: This contract includes pest control, fertilization, and pre-emergent & post-emergent weed control for athletic fields. Fourteen proposers attended a mandatory pre-proposal meeting with city staff and visited the sites. Eight firms submitted proposals, as noted in the attached "Combined Evaluation Without Pricing Consideration" form. Pricing proposals were opened for the three highest ranking proposals and TruGreen was the low proposal. See "Combined Evaluations" spreadsheet.

TruGreen currently holds the contract for these services and the city is pleased with the job they do. They are diligent in job performance, responsive to our needs and cooperative and accommodating with maintenance and sports association schedules.

Budget Impact: Sufficient funds are budgeted for this service in the Recreation landscaping line item.

EVALUATION SUMMARY
ATHLETIC TURF MANAGEMENT
COMBINED EVALUATION

Company	Amount	Price Proposal (50% weight)	Related experience and compliance with RFP (30% weight)	Staff Credentials (10% weight)	References (10% Weighted)	Weighted Score
TruGreen Ltd. Partnership	$127,755.00	5.0	5.0	5.0	5.0	**5.00**
SSFW Landscape Mgmt.	$157,013.00	4.1	3.7	4.8	3.8	**4.00**
Valleycrest Landscape Mgmt.	$299,704.00	2.1	3.5	4.7	3.5	**2.93**
Aaron's Lawn Service			1.7	1.3	1.2	
Greenglade Irrigation			1.0	1.3	0.8	
Athletic Specialties & Construction			1.5	1.8	2.7	
ARTscape			1.0	1.0	2.3	
TopTurf			3.0	2.0	3.0	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Developmental Services Director** **City Engineer**
FROM:	**Stormwater Manager**
DATE:	**January 5, 2009**
SUBJECT:	**Stormwater Maintenance Agreements** ***January 15, 2009 City Council Agenda***

Recommendation:

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

Discussion:

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

Attached is the agreement for the property owned by Columbia Properties Incorporated. The agreement is completed in the standard format as has been reviewed by the City Attorney and is acceptable.

Budget Impact:

There is no budget impact for this particular agreement.

Attachment

cc: File

COLUMBIA PROPERTIES INCORPORATED

BUILDING 1478 SUITE 200
1355 TERRELL MILL ROAD
MARIETTA, GEORGIA 30067-9483
(770) 953-6262
FAX: (770) 953-4306

December 23, 2008 *Via FedEx*

Mr. Mark Casper
City of Peachtree City Engineering Department
153 Willowbend Rd.
Peachtree City, GA 30269

Subject: Stormwater Facility Maintenance Agreement between Rockaway Partners LLC ("Landowner") and the City of Peachtree City ("City")

Dear Mr. Casper:

Enclosed are two signed and notarized originals of the subject Agreement. Please send us a fully executed copy.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Columbia Properties Incorporated

Maryellen Yancey

Maryellen M. Yancey, CPM
Vice President

MMY:wa

Enc.

RECEIVED DEC 29 2008

STATE OF GEORGIA
COUNTY OF FAYETTE

After Recording Return to:

City Manager, City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Peachtree City STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ____________, 20___, by and between

Rockaway Partners, LLC hereinafter called

the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as 06 09 005 as recorded by deed in the land records of Fayette County, Georgia, Deed Book 3330 Page 363, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site

Plan/Subdivision Plan known as Wilshire Village, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the Property and the adjacent property owned by Dominion Senior Living of Peachtree City, LLC; and

WHEREAS, Dominion Senior Living of Peachtree City, LLC has granted Landowner an easement to use the stormwater detention facilities located on its property and Landowner has agreed to maintain such stormwater detention facilities pursuant to that certain Reciprocal Easement Agreement attached hereto as Exhibit "A".

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

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

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

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan dated December 14, 2007, last revised November 11, 2008, titled Somerby-Peachtree City Wilshire Village, on file in the office of the City Engineer and incorporated herein by express reference.

2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* are to be used to establish what good working condition is acceptable to the City.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The inspection shall be performed by a registered professional engineer with experience in stormwater facility design, construction, and maintenance. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of inspection is to follow up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. The Landowner shall be given notice of the deficiencies identified in the inspection report so as to take the necessary corrective action. Such corrective action shall be completed within thirty (30) days of the Landowner's receipt of such notice. In the event that the Landowner cannot complete such remedial action within this time period, the Landowner shall provide a schedule for completion, which schedule must be approved by the City. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the City pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of City of Peachtree City, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests.

WITNESS the following signatures and seals:

Rockaway Partners, LLC
Company/Corporation/Partnership Name (Seal)

By: ______________________

Daniel S. O'Neill, Manager
(Type Name and Title)

Witness

The foregoing Agreement was acknowledged before me this 17th day of December 2008, by Daniel S. O'Neill.

NOTARY PUBLIC
My Commission Expires: 7/14/10
COUNTY OF COBB, GEORGIA

WENDY AUERBACH NOTARY EXPIRES GEORGIA JULY 14, 2010 PUBLIC COBB COUNTY

____
Mayor of Peachtree City

____
Witness

The foregoing Agreement was acknowledged before me this ____ day of ___________, 20___, by ______________________.

____
NOTARY PUBLIC
My Commission Expires: ___________

Approved as to Form:

____
City Attorney **Date**

706104.3

STATE OF GEORGIA
COUNTY OF FAYETTE

After Recording Return to:

City Manager, City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Peachtree City STORMWATER FACILITY MAINTENANCE AGREEMENT

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7. In the event the City pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

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9. This Agreement shall be recorded among the land records of City of Peachtree City, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests.

WITNESS the following signatures and seals:

Rockaway Partners, LLC

Company/Corporation/Partnership Name (Seal)

By:

Daniel S. O'Neill, Manager

(Type Name and Title)

Witness

The foregoing Agreement was acknowledged before me this 17th day of December 2008, by Daniel S. O'Neill.

NOTARY PUBLIC

My Commission Expires: 7/14/10

COUNTY OF COBB, GEORGIA

WENDY AUERBACH
NOTARY
EXPIRES
GEORGIA
JULY 14, 2010
PUBLIC
COBB COUNTY

Mayor of Peachtree City

Witness

The foregoing Agreement was acknowledged before me this ____ day of ___________, 20___, by ______________________.

NOTARY PUBLIC

My Commission Expires: ___________

Approved as to Form:

City Attorney **Date**

GEORGIA

Peachtree City

TOURISM ASSOCIATION

Interoffice Memorandum

Date: **January 7, 2009**

To: **Mayor & Council Members**

From: **Tourism Association Board of Directors**
Executive Director

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

Recommendation:

The Tourism Association Board of Directors approved revised Articles of Incorporation and By-Laws at their regular scheduled meeting on Wednesday, December 17, 2008. The Board of Directors now requests that City Council approve these revisions.

Summary:

The Peachtree City Tourism Association has made the changes to the By-Laws and the Articles of Incorporation in response to the change in the Lease Agreement with the City of Peachtree City where the Tourism Association turned over management of the Frederick Brown Jr. Amphitheater to the City. Both the Articles of Incorporation and the By-Laws, with the changes hi-lighted, are attached. The proposed changes eliminate any wording that refers to the management of the Amphitheater.

There are two other changes that reflect corrections in language and wording. The first change is to add language to Article VIII, Section 4 (a) that was omitted when the Articles of Incorporation were changed in August 2008. The additional language reflects the description of the second non-voting member to the Board of Directors. The final change is to the By-Laws with a word correction.

BY-LAWS

OF

PEACHTREE CITY TOURISM ASSOCIATION, INC.

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

Incorporated __________________________, 2003.

ARTICLE ONE

Name, Location and Offices

1.1 Name. The name of this Corporation shall be:

"PEACHTREE CITY TOURISM ASSOCIATION, INC."

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

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

ARTICLE TWO

Purposes and Governing Instruments

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

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

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

- Improve and maintain the appeal of the City of Peachtree City by improving and maintaining the physical, environmental and business conditions in the City;

- Increase City revenues by stabilizing the tax base, enhancing property values and increasing retail sales in the City;

- Contract with the City of Peachtree City to expend on behalf of the City of Peachtree City that portion of the hotel/motel tax authorized by Georgia law and other funding, and use the tax revenue and other funds to promote tourism, conventions and trade shows within the City. The Corporation's overall purpose will be to promote the welfare of the public, stimulate commerce and otherwise serve the public interest of the City of Peachtree City, as set forth in these Articles of Incorporation and the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code, within the subject to the limitations of Section 501(c)(6) of the Internal Revenue Code; and

- By contract with the City of Peachtree City to manage and operate the Frederick W. Brown, Jr. Amphitheater and the Peachtree City Tennis Center.

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

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

ARTICLE THREE

Board of Directors

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

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

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

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

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

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

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

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

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

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

3.4 Removal. Any director may be removed by the Council. A removed director's successor shall be appointed by the Council to serve the unexpired term. Failure of any director to attend seventy-five percent (75%) of the meetings of the Board of Directors of the Corporation held in any fiscal year of the Corporation shall operate as a tender of such director's resignation, and such director shall be removed from the Board; provided, however, that a director, may petition the Board for an excused absence due to unavoidable circumstances.

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

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

ARTICLE FOUR

Meetings of the Board of Directors

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

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

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

4.4 Special Meetings; Notice. Special meetings of the Board of Directors may be called by the Chair, or by any four (4) of the directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given by the secretary/treasurer either personally, by telephone, by mail, by email, by telegram, or by facsimile at least twenty-four (24) hours before such meeting.

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

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

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

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

ARTICLE FIVE

Notice and Waiver

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

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

ARTICLE SIX

Officers

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

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

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

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

6.5 Vacancies. A vacancy in any office arising at any time and from any cause may be filled for the unexpired term by the Peachtree City City Council.

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

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

6.8 Secretary / Treasurer. The secretary/treasurer shall attend all meetings of the Board of Directors and record, or cause to be recorded, all votes, actions and the minutes of all proceedings in a book to be kept for that purpose and shall perform, or cause to be performed, like duties for other board committees when required. The secretary/treasurer shall give, or cause to be given, notice of all meetings of the Board of Directors. The secretary/treasurer shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors or the Chair, affix it to any instrument requiring it. The secretary/treasurer shall be a member of the Board and shall report to and be under the supervision of the Board of Directors. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

ARTICLE SEVEN

Conflict and Disclosure of Interest

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

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

7.2 Definitions.

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

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

a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

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

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

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

7.3 Procedures

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

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

7.3.3 Procedures for Addressing the Conflict of Interest.

a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

b. The chair/president of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

7.3.4 Violations of the Conflicts of Interest Policy.

a. If the Board has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

7.4 Records of Proceedings.

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

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

7.5 Compensation.

a. A voting member of the Board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

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

7.6 Annual Statements.

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

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

b. has read and understands the policy,

c. has agreed to comply with the policy, and

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

ARTICLE EIGHT

Committees

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE NINE

Contracts, Checks, Deposits, and Funds

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

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

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

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

ARTICLE TEN

Indemnification and Insurance

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

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

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

ARTICLE ELEVEN

Miscellaneous

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

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

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

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

11.5 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder of these bylaws shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

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

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

ARTICLE TWELVE

Amendments

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

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

ARTICLE THIRTEEN

Reserved Powers of the Council

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

a. Expend cash or incur any indebtedness with respect to any transaction or group of related transactions in excess of $20,000.00, excluding any amounts previously approved as a part of the Corporation's capital budget or business plan (such transactions requiring approval pursuant to this section being hereinafter referred to as "Material Transactions");

b. Approve the acquisition of control by the Corporation of, or the affiliation of the Corporation with, any other entity;

c. Amend the articles of incorporation or bylaws of the Corporation;

d. Voluntarily file any petition in bankruptcy;

e. Adopt any short-term capital or operational or long-term budget of the Corporation; or

f. Acquire, sell, transfer or otherwise dispose of any assets of the Corporation, excluding: (i) transactions occurring in the ordinary course of business, (ii) transactions previously approved as part of the Corporation's budget or business plan, (iii) transactions among the Corporation and the City of Peachtree City.

ARTICLE FOURTEEN

Tax-Exempt Status

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

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

a. Shall only exercise such powers

b. Shall engage in only such activities

c. Is organized exclusively for such purposes as shall be permitted under Section(c)(6) of the Internal Revenue Code and regulations issued pursuant thereto as they now exist or as they may hereafter be amended.

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

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

ARTICLE FIFTEEN

Adoption of Bylaws

Peachtree City Tourism Association, Inc. is organized under the laws of the State of Georgia on this _____ day of ________________________, 2008
. The Bylaws were adopted by resolution of the Board of Directors and the Corporation on and became effective as of said date.

{Signatures appear on the following page.}

Effective date. This Amendment to the By-Laws of the Peachtree City Tourism Association, Inc. shall become effective ________________2008.

Adopted by a majority vote of the Board of Directors, in a public and open session of a regularly scheduled meeting of the Board of Directors, at which a quorum was present and voting on the ______ day of ________________, 2008.

Adopted: ____________________________
William Bexley,Chairman
Peachtree City Tourism
Association, Inc.

Attest: ______________________________

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

By: ___________________________
Harold Logsdon, Mayor

ATTEST:

____
City Clerk

ARTICLES OF INCORPORATION

ARTICLE I

The name of the Corporation is:

PEACHTREE CITY TOURISM ASSOCIATION, INC.

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

The name and address of the incorporator is:

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

ARTICLE VI

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

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

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

- Develop the educational, cultural and economic potential of the City of Peachtree City;

- Enlist the active interest and financial support of individuals and businesses in the development, improvement and beautification of the City of Peachtree City;

- Improve and maintain the appeal of the City of Peachtree City by improving and maintaining the physical, environmental and business conditions in the City;

- Increase City revenues by stabilizing the tax base, enhancing property values and increasing retail sales in the City;

- Contract with the City of Peachtree City to expend on behalf of the City of Peachtree City that portion of the hotel/motel tax authorized by Georgia law and other funding, and use the tax revenue and other funds to promote tourism, conventions and trade shows within the City. The Corporation's overall purpose will be to promote the welfare of the public, stimulate commerce and otherwise serve the public interest of the City of Peachtree City, as set forth in these Articles of Incorporation and the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code, within the subject to the limitations of Section 501(c)(6) of the Internal Revenue Code; and

- By contract with the City of Peachtree City, to manage and operate ~~the Frederick W. Brown, Jr. Amphitheater and~~ the Peachtree City Tennis Center.

(b) This Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property or net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article VI of these Articles. The Corporation shall not lobby or otherwise attempt to influence legislation or participate or intervene in (including publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any provision of these Articles, the Corporation shall not carry on any other activities to the extent that such activities are not permitted to be carried on by an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE VII

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

ARTICLE VIII

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

1. Five (5) citizens or persons conducting business within the City of Peachtree City. At least one (1) of the citizens appointed to the Board shall be employed in the restaurant or hotel/motel business and one of the these same citizens shall have a minimum of five (5) years of fiscal experience (fiscal experience shall be defined as on the job training, education, degrees, and/or licenses gained in finance, accounting, and/or professional budgeting.).

2. The Chairperson of the Recreation Commission of the City of the City of Peachtree City; and

3. One member of the City Council of Peachtree City to be selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in January.

~~4.~~ In addition to the above seven directors, the Mayor and City Council shall appoint two citizens of Fayette County as non-voting members of the Board of Directors. The-two non-voting members of the Board of Directors shall be:

(a) The President of the Fayette County Chamber of Commerce or designee. The designee shall be someone under the direct supervision of the President of the Fayette County Chamber of Commerce by virtue of their employment. One non-voting director shall be a citizen active in economic and/or community development in Fayette County.

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

ARTICLE IX

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

ARTICLE X

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

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

Corporation shall promptly cause such determination to be made in accordance with the statutory procedures of Georgia law.

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

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

ARTICLE XI

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

The effective date of these Articles of Incorporation shall be ___________ 2008.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this ______ day of _______________________, 2008.

____
William Bexley,Tourism Association, Inc.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager

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

DATE: January 8, 2009

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

January 15, 2009, City Council Consent Agenda

Recommendation:

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

Discussion:

Attached please find budget amendment 09-028 for fiscal year 2009 submitted for your approval. This budget amendment, reducing projected revenue for fiscal year 2009, was discussed at the December 2, 2008 workshop meeting regarding FY 2009 budget amendments. Budget amendments regarding FY 2009 expenditure reductions were already addressed at the December 18 City Council meeting.

Budget Impact:

The proposed budget amendment increases the amount of surplus carryover required in the 2009 General Fund by $912,000 (surplus carryover was reduced by the December 18, 2008 amendments) and reduces both revenue and transfers out in the Hotel/Motel Tax Fund by $45,000.

The original budgeted use of surplus reserves for fiscal year 2009, as approved in the budget, was $1,146,656. With this amendment and the amendments approved by City Council on December 18, 2008, the use of surplus reserves is now $387,633.

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

Thank you for your attention to this matter.

Attachment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-028

DATE January 15. 2009

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-31-1310	xxx	Motor Vehicle Tax		50,000
100-00-31-1625	xxx	Intangible Tax		45,000
100-00-31-1711	xxx	Coweta/Fayette Franchise		40,000
100-00-31-1730	xxx	Atlanta Gas & Light Franchise		9,000
100-00-31-1750	xxx	Comcast - Franchise	15,000	
100-00-31-1760	xxx	Communications - Franchise		40,000
100-00-31-3100	xxx	Local Option Sales Tax		700,000
100-00-31-4250	xxx	Mixed Drink Tax		8,000
100-00-32-1105	xxx	Alcoholic Beverage License		10,000
100-00-34-7650	xxx	Program Fees Recreation	50,000	
100-00-35-1170	xxx	Municipal Court Fines	40,000	
100-00-36-1111	xxx	Interest Earnings		100,000
100-00-39-1127	xxx	Operating Transfer from H/M		15,000
100-00-38-9025	xxx	Surplus Carryover	912,000	
275-00-31-4100	xxx	Hotel/Motel Tax		45,000
275-1505-61-1110	xxx	Operating Transfer to G/F		15,000
275-1505-61-1120	xxx	Transfer to Tourism		30,000
		TOTAL	$ 1,017,000	$ 1,107,000

To adjust General Fund and Hotel/Motel Tax Fund to reflect projected adjustments to revenues that were discussed at the December 2, 2008 workshop regarding FY 2009 revenue. FY 2009 expenditures were already addressed in budget amendments presented to Council at the December 18, 2008 meeting.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Financial Services Director** **Assistant Financial Services Director** **Developmental Services Director** **City Planner**
FROM:	**City Engineer**
DATE:	**January 8, 2009**
SUBJECT:	**Signal Application for Line Creek Drive and State Route 54** ***January 15, 2008, City Council Meeting***

Recommendation:

Staff recommends that City Council authorize the Mayor to sign the attached signal application for the intersection of State Route 54 and Line Creek Drive.

Discussion:

At the December 18, 2008, City Council meeting, staff was requested to provide more detailed answers to specific questions about the traffic study and report back with the findings at the February 5th meeting. Staff forwarded the questions to LAI Engineering, the engineering firm that performed the traffic study and asked them to provide a written response. LAI provided responses to the questions and requested item be placed on the January 15th meeting instead of the February 5th meeting.

Attached are the responses to the questions from LAI Engineering dated December 22, 2008. A representative from LAI will be available at the Council Meeting to answer any other questions concerning the study.

Budget Impact:

If the signal is installed the City will be responsible for the monthly cost of the electricity and phone.

Attachments:
December 22, 2008 Report

cc: File

LAI ENGINEERING

12/22/08

David Borkowski
Peachtree City
153 Willowbend Road
Peachtree City, GA 30269

Re: Line Creek Retail
Peachtree City
LAI # 8139

Mr. Borkowski:

The attached information is in response to the questions presented by the city's council members during the December 18, 2008 Peachtree City Council Meeting. We will be happy to attend the next City Council Meeting and answer any questions or concerns that the council may have concerning the Line Creek Retail Signal Application. Please advice on when this item will be placed on the council's agenda again.

Best regards,
LAI Engineering

Harry Graham
Traffic Department Manager

Parkway Center • 1800 Parkway Place • Suite 720 • Marietta, GA 30067
770.423.0807 tel. • 770.423.1262 f
www.LAIengineering.com

LAI ENGINEERING

The following comments are LAI's response to questions and concerns submitted to LAI by David Borkowski on December 18, 2008. The items are listed as they were presented in the e-mail.

1. Actual measured distance from centerline to centerline of the intersections, McDuff Pkwy, Line Creek, and Planterra.

Distance was measured by David Borkowski as 819' from Planterra Way to Line Creek Dr, and 782' from Line Creek Dr to McDuff Pkwy.

|--------------------- 782' --------------------|------------------ 819' --------------------|

McDuff Pkwy Line Creek Dr Planterra Way

2. Council would like more detailed information on the Syncro analysis. The Council and citizens voiced concerns about the "corridor" and backing up through the area. Explain back up lengths, time through the area, anything that will help explain to them what the wait and back-ups are currently and what they will be. Also explain the DOT process on this.

Corridor Analysis:

Synchro 7.0 was used to conduct the capacity analyses under the current and projected intersection conditions during the PM peak period. The typical operating hours for the type of retail shopping expected to be located within the Line Creek Retail development will begin at 10:00 am. Significant trips to and from the development are not expected before 10:00 am, hence only PM peak hours were required to be analyzed for this study.

Capacity analysis was conducted on the SR 54 corridor for the defined study area (McDuff Parkway to Planterra Way). The corridor, with a signal at Line Creek Drive, is projected to have a level of service **D** in both directions. The corridor is projected to have travel times of **86.0** seconds with an average travel speed of 12.69 MPH in the eastbound direction and **60.9** seconds with an average travel speed of 17.92 MPH in the westbound direction. The following table shows a micro view of the delays expected for each movement, the queue lengths required for each movement and the volume to capacity ratio for the proposed site generated traffic movements.

* It is important to note that all 2009 volumes include The Shoppes @ Village Plazza projected traffic.

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www.LAIengineering.com

SR 54 Corridor McDuff to Planterra TECHNICAL DATA SUMMARY									
	McDuff Parkway			Line Creek Drive			Planterra Way		
	Total Delay (Seconds)	95% Queue Length (Feet)	V/C Ratio	Total Delay (Seconds)	95% Queue Length (Feet)	V/C Ratio	Total Delay (Seconds)	95% Queue Length (Feet)	V/C Ratio
2008 Existing Movements (LOS C (EB) & LOS B (WB))									
WBT	4.3	72	0.71	-	-	-	69.0	1353	1.05
WBL	-	-	-	-	-	-	-	-	-
EBT	4.9	179	0.39	-	-	-	23.5	428	0.61
EBR	-	-	-	-	-	-	-	-	-
2009 Projected Movements Without Proposed Development or Signal @ Line Creek Drive (LOS D (EB) & LOS C (WB))									
WBT	10.2	553	0.76	-	-	-	85.3	1471	1.09
WBL	-	-	-	-	-	-	-	-	-
EBT	7.0	183	0.42	-	-	-	29.8	570	0.66
EBR	-	-	-	-	-	-	-	-	-
2009 Projected Movements With Proposed Site and Signal @ Line Creek Drive (LOS D (EB) & LOS D (WB))									
WBT	12.5	504	0.81	10.5	127	0.84	86.3	1561	1.10
WBL	-	-	-	20.6	103	0.73	-	-	-
EBT	7.6	239	0.46	15.1	315	0.63	14.8	562	0.70
EBR	-	-	-	0.9	1	0.13	-	-	-

- = Movements are not effected by the Line Creek Retail Generated Trips

It is important to note that the average vehicle takes approximately 20' of queuing space. When estimating the number of vehicles to fill a queue it is important to take the average space and also account for larger vehicles such as tractor trailers. As seen in the table above, there is only a difference of 4.5 vehicles in the queue from the projected 2009 No-Build scenario vs. the 2009 Build Scenario at Planterra Way.

Intersection Analysis:

The following table shows the level of service at a macro view for each intersection inside the proposed developments study area. The table shows the delays expected at each intersection and the intersection volume to capacity ratio. The study area for this project was defined and approved by GDOT and Peachtree City during the initial methodology review process.

LAI Engineering

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770.423.0807 tel. • 770.423.1262 fax

LINE CREEK RETAIL INTERSECTION TECHNICAL DATA SUMMARY											
Road Name / Intersection	McDuff Parkway			Line Creek Drive				Planterra Way			
	Traffic Control	LOS Delay (sec.)	V/C Ratio	Traffic Control	LOS Delay (sec.)		V/C Ratio	Traffic Control	LOS Delay (sec.)	V/C Ratio
2008 Existing	Signalized	A (8.7)	0.82	Un-Signalized	NBL	C (20.6)	0.63	Signalized	E (62.4)	1.52
					SBL	C (21.7)				
					EBL	C (20.5)				
2009 No-Build	Signalized	B (16.3)	0.95	Un-Signalized	NBL	E (36.3)	0.67	Signalized	F (88.3)	2.52
					SBL	E (38.6)				
					EBL	D (25.8)				
					WBL	B (12.5)				
2009 Build w/ recommended Signalized Intersection @ Line Creek Dr	Signalized	B (19.8)	1.02	Signalized	B (16.9)		0.88	Signalized	F (72.9)	1.96

Note - All 2009 volumes include The Shoppes @ Village Plazza projected traffic

The signal timing plan will be coordinated with the existing plans for the adjacent intersections (McDuff & Planterra). Capital City Development will provide a timing plan for Line Creek Drive when the traffic signal installation is administratively approved per the GDOT requirements. The existing timing plan for the SR 54 corridor is maintained by GDOT and will be implemented by them.

3. The other major concern is Planterra. Traffic there is bad now. Council would like to know what can be done to make this intersection better. Advise if more modeling needs to be done.

Planterra Way as seen in the data summary is currently operating at a level of Service **E** with a delay of **62.4** seconds. With the projected future traffic volumes the intersection will have a level of service of **F** with a delay of 88.3 seconds. Introducing the signal at Line Creek Drive effectively stages the traffic on SR 54 and while the level of service remains an **F** the delay decreases to a **72.9** seconds improving the traffic at Planterra Way from its current condition.

4. Response to email (shown below) from Councilman Haddix is needed.

All, there was a flawed assumption on the traffic impact numbers. That being without the signal the same amount of people would U-turn to get to this shopping center as if there is a light. That is simple false.

I reference the old Del Taco on 54 as a prime example. It was a busy business until DOT closed the median, at which time people refused to U-turn, and it went out of business. A median cut was added because of this reality and business came back for the DQ, etc.

I didn't hear anything, last night, the told me why this light would help Planterra or Cardiff, as well. It will add to the frustrations of through drives and encourage even more cut throughs onto Planterra Way. At least now many are waiting to Huddleston to cut.

ITE Guidelines show specific numbers of trips that certain land uses will generate based on its size and type. These guidelines are followed to determine the amount of anticipated traffic volumes that a development will generate. These volumes are generated regardless the design of the development or surrounding roadways. Although U-Turns would potentially have a negative effect on the number of trips that a site would generate, ITE guidelines require that the development be evaluated using all of the ITE trip generation projections.

The data summary above shows the results of technical analysis supporting the need for the signal at Line Creek Drive. Any current travel habits of the existing motorist using SR 54 were accounted for by the traffic counts taken as part of the study.

In addition I noticed that the signal plans delineate mast arms but show strain poles in the pay items list. Please correct this and add note to agree with the development agreement that the mast arm poles be decorative and match existing in the corridor *with street lights*. Medium Bronze powder coated I believe.

The signal plans will be adjusted to show the appropriate pay items per the development agreement. These adjustments will be submitted to Peachtree City and GDOT immediately.

LAI Engineering

Parkway Center • 1800 Parkway Place • Suite 720 • Marietta, GA 30067

770.423.0807 tel. • 770.423.1262 fax

Dave Borkowski

From:	Dave Borkowski
Sent:	Monday, December 29, 2008 5:37 PM
To:	Bernard McMullen
Cc:	Colin Halterman; David Rast
Subject:	Line Creek Retail Signal Issues
Attachments:	Dec. 22 Response to City Council Concerns.pdf

Attached please find a written response from LAI on the issues that the Citizens and Council wanted more specific answers on.

In addition to their December 22, 2008, response, I asked more questions about the concerns on the corridor of 54 and the engineer had the following to say:

Corridor Concerns:
As you stated the corridor travel time (from 74 to MacDuff) is beyond the scope of what was required for this project. GDOT controls the signal timing plans on SR 54 and they are the ones who would be able make the changes necessary to improve the entire corridor's timing. GDOT would need to complete the corridor study and develop the new timing plan for those improvements. To do this they would effectively have to increase the delays on all the side streets in order to improve the flow of the main line on SR 54.

Planterra Concerns:
LAI has recommended adding the signal at Line Creek Drive to improve the projected conditions at the existing intersections including Planterra. This is the primary recommendation made to improve future conditions at this intersection.

In addition, I questioned them more on if there were other possible physical improvements to make the intersection of Planterra better like dual left turn lanes. Also asked if a frontage road on 54 would help. They had the following to say:

Unfortunately, an access road is not an option due to the deed restrictions. This would also only add to the volumes at Planterra making that intersection more congested.

Dual lefts typically increase the amount of delay of the intersection because protected phasing is required with dual lefts (this means no other movements are allowed while the dual lefts are moving)

There is also limited amount of space at these intersections to increase to capacity to SR 54.

Both ideas were considered and evaluated as part of our analysis.

And for further clarification the engineer added the following:

A frontage road between the two developments would not ease the traffic at Planterra. Motorist leaving either site would still have to go thru Planterra.

It is important to remember that SR 74 is east of the site and will be the major arterial bringing trips to these sites.

The engineer will be glad to come to Council Meeting to answer additional questions and provide further clarification, I just need to let him know if it will be in January or February meeting.

Thanks

David A. Borkowski, P.E., M.ASCE
City Engineer
City of Peachtree City
153 Willowbend Road
Peachtree City, Georgia 30269
(p)770.631.2538
(f)770.631.2552

01/08/2009

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Developmental Services Director

FROM: **City Planner/ Zoning Administrator**

DATE: **January 8, 2009**

SUBJECT: **Proposed amendment to Article IX, General Provisions, adding Section 916, transition yard between dissimilar zoning districts, and for other purposes.**
January 15, 2009 City Council Agenda

Recommendation:

Staff recommends that Council adopt the proposed amendment to Article IX, General Provisions, adding Section 916, transition yard between dissimilar zoning districts.

Discussion:

Staff has been working with both the Planning Commission and City Council to develop language that would require increased buffer and landscaping requirements between retail, commercial and industrial development and adjoining residential property. The latest version of this language would require a minimum buffer of 75', but there was no language quantifying the density or visual requirements of the buffer.

As opposed to writing individual setback and buffer standards for each zoning district, Staff is proposing that we require all property zoned GC, LUC, OI, LI and GI that adjoins residentially-zoned property to provide and maintain a minimum 75'-wide **transition yard** separating the two developments. Parcels that are zoned GC, LUC, OI, LI and GI that are separated from residentially-zoned property by a greenbelt of less than 75' would be required to provide a transition yard of no less than 75' (including the width of the greenbelt) from the residentially-zoned property and the development.

In essence, all new development and/ or redevelopment of retail, commercial and industrial property that adjoins residentially-zoned property would be required to provide a minimum transition yard of no less than 75' in width, and no clearing, grading, stormwater or water quality features could be located within this area. The purpose of the transition yard would be to maintain a natural separation between dissimilar zoning districts. The proposed ordinance also identifies minimum standards for landscaping and screening requirements for the transition yard.

The Planning Commission is considering this item at their meeting on Monday, January 12. Following that meeting, Staff will forward their recommendation to City Council.

Budget impact:

There are no budget impacts associated with this request.

Ordinance Number _____

AN ORDINANCE TO AMEND ARTICLE IX, GENERAL PROVISIONS IN ZONING ORDINANCE, ADDING SECTION 916, SETBACK AND BUFFER STANDARDS BETWEEN DISSIMILAR DISTRICTS, TO CLARIFY SETBACK AND BUFFER STANDARDS BETWEEN PARCELS ZONED GC, LUC, OI, LI AND GI THAT ADJOIN RESIDENTIALLY-ZONED PROPERTY, AND FOR OTHER PURPOSES.

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

Section 1. Article IX, General provisions in zoning ordinance, by adding Section 916, Setback and buffer standards between dissimilar zoning districts, as follows:

Sec. 916. Transition yard standards between dissimilar zoning districts

The preservation and promotion of nature is a desirable and important means of protecting the public health, safety and welfare and that a healthy environment indicates a healthy community, which is consistent with the city's comprehensive plan. The use of setback and buffers is a method of preserving and enhancing nature, while providing citizens an assurance of protection from negative intrusions such as visual and noise impacts from uses on adjoining developments. More specifically, this section is intended to provide requirements that will ensure greater compatibility between different characters of land uses by requiring a transition yard between the uses in order to minimize the harmful impact of noise, dust and other debris, motor vehicles headlight glare or other artificial light intrusion and other objectionable activities or impacts conducted on or created by an adjoining or nearby use. This section will provide consideration of those physical and visual elements of a development or use and to require treatment of the land with landscaping using plant materials and/ or manmade features. Such plant materials and/ or manmade features are to be arranged to enhance the appearance, to screen or effectively separate different types of uses, and to eliminate or minimize impacts on adjoining uses.

For the purposes of this ordinance, transition yards shall be established as follows:

(916.1) Establishment of transition yard. Within each zoning district, minimum building and parking setbacks have been established to separate development from the property line. These setbacks are not meant to be "build to" lines but to simply define the area in which structures and other development may occur. The city recognizes the importance of separating property zoned GC, LUC, OI, LI or GI from residentially-zoned property. In those areas, the setback requirements shall be increased, such that a natural buffer shall be provided

between dissimilar zoning districts. This buffer shall be referred to as a transition yard on the conceptual and final site plan submittal. Absolutely no clearing and/ or grading, except for perpendicular utility crossings, shall be permitted within the transition yard. Stormwater detention and/ or water quality features shall not be located within the transition yard

(916.2) Property abutting residentially-zoned property. Notwithstanding any provision of this Zoning Ordinance to the contrary, all property zoned GC, LUC, OI, LI or GI that adjoins a residentially zoned tract of land shall have increased setback and buffer requirements along any rear and/ or side property lines abutting the residential property. At a minimum, the setback and buffer requirements shall be no less than seventy five (75) feet in width as measured from the property boundary. .

(916.3) Property separated from residentially-zoned property by greenbelt. On those tracts of land zoned GC, LUC, OI, LI or GI that are separated from residential property by a greenbelt of less than seventy five (75) feet in width, the setback and buffer requirements along these adjoining property lines shall increase such that there is no less than a 75' undisturbed buffer, as identified above, separating rear and/ or side property lines abutting the greenbelt/ residential property. On those tracts of land zoned GC, LUC, OI, LI or GI that are separated from residential property by a greenbelt of seventy five (75) feet or greater in width, the setback and buffer requirements along these adjoining property lines shall not need to be increased.

(916.4) Transition yard/ landscaping requirements. Landscaping within the established transition yard shall, at maturity, be no less than ten feet in height and/ or a height that will provide intervening vegetation to the full height of the proposed use structure as viewed from the eye level elevation of five feet six inches at any point along the abutting use setback line and/ or the second story of a residential use. In those instances where a greenbelt exists and is used to reduce the size of the required transition yard, the greenbelt shall be enhanced as applicable to meet the requirements of this paragraph.

Where applicable, the following landscaping elements shall be utilized to meet these guidelines:

(1) Meandering berms at a minimum of four (4) feet in height with 4:1 slopes and a crown of no less than width of four (4) feet.
(2) The top of the berm shall include a six (6) foot tall stockade-type privacy fence, which is painted or stained a neutral color.
(3) At the base and on both sides of the fence, evergreen vines (Confederate Jasmine, Boston ivy, etc.) shall be planted at no more than 4' on center and be trained to cover the fence.
(4) The slopes of the berm shall be planted with a combination of evergreen plant material (Leyland Cypress, Cryptomeria Japonica, etc.) planted in

staggered rows at 8' on center. The minimum height of the evergreen plant material shall be no less than 6'-8' in height from finish grade to the top of the plant material at the time of planting.

(5) All exposed areas on the berm shall be mulched with no less than 4" of fresh hardwood bark mulch.

(6) A drip irrigation system shall be installed and utilized to irrigate all plant material for no less than twelve (12) months from date of installation and acceptance by the city.

(7) The berm, fence and landscaping shall be installed once the site is cleared and graded and prior to issuance of a Building Permit.

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

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

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

This _________ day of _________________________ 2009.

____
Harold K. Logsdon, Mayor

____

____

____

____

Attest: _________________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Bernard J. McMullen

DATE: January 9, 2009

SUBJECT: Reduction-in-Workforce
Council meeting – January 15, 2009

Recommendation:
Approve a reduction-in-workforce eliminating the Leisure Services Department Landscaping Crew (4 positions), the Public Works Department Landscape Crew (9 positions) and Right-of-Way Mowing Crew (10 positions), effective January 30, 2009, to include the severance benefits outlined in the separation agreement and waiver attached.

Discussion:
At the December 4, 2008, Council meeting, Council approved approximately $1 million in one-time and ongoing budget reductions. This still left a projected shortage in our Five Year Model between FY 2010 revenue and expenditures of approximately $3.3 million. Starting in 2008, the City has been outsourcing right-of-way mowing and landscaping of Hwy. 54 and 74 and ball field mowing at a significant cost savings with little change in service provided. Based on bids received for 2009, we are projecting a cost savings in these areas of approximately $190,000 annually. Staff estimates that outsourcing the functions recommended will approximately save an additional $840,000 annually. The individuals potentially affected were notified on January 9, 2009, that this item would be on the January 15th Council agenda. Staff is recommending that these individuals be offered a severance package, contingent on signing a separation agreement and waiver, to include:

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

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

a. Schedule individual meetings, prior to the effective date, between Human Resources and each affected employee to discuss and answer questions regarding retirement, benefits, and any other concerns.

b. Provide references upon request.
c. Schedule a joint meeting at City Hall with the Department of Labor to provide information regarding unemployment.
d. Schedule a joint meeting at City Hall with a local temporary agency to provide information regarding potential temporary jobs through the agency.
e. Information on any current or future job openings that will be filled within the City.
f. Schedule a joint meeting at City Hall with a representative from our EAP contractor to provide information on services available.

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

Budget Impact:
A reduction of approximately $840,000 in ongoing operating expenses, thus reducing the current projected budget shortfall in the Five Year Plan for 2010 to $2.5 million.

BJM/jh

Attachment

Date

Name
Address
City, State, Zip

SEPARATION AGREEMENT AND WAIVER

This Separation Agreement and Waiver ("Agreement") sets forth our agreement concerning the termination of your employment relationship with the City of Peachtree City. Your employment with the City of Peachtree City will end effective 01/30/09 as approved by City Council. You will be expected to work through this date in order to fulfill one of the requirements for receiving your Severance Package.

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

A. Alleged or possible claims, actions, causes of action or liabilities arising under furthermore, and without in any way limiting the foregoing, the claims waived and released by Employee include any possible or alleged claims under the Americans with Disabilities Act, 42 U.S.C. §12101, et seq.; the Fair Labor Standards Act, 29 U.S.C. §201et seq.; 42 U.S.C. §1981, et seq.; the Employee Retirement Income Security Act of 1974, as amended; the Family & Medical Leave Act of 1993, 29 U.S.C. §2601, et seq.; the Age Discrimination in Employment Act (ADEA), 29 U.S.C. §621, et seq.; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq.; the Civil Rights Act of 1991 42 U.S.C. §1981a; and any possible or alleged claims for back pay, fringe benefits, interest, compensatory or punitive damages, including claims under the laws of the State of Georgia and its common law, as well as costs and attorneys' fees of any and all attorneys whom Employee has retained in regard to those matters; and the Sarbanes-Oxley Act, including any and all amendments to the above;

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

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

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

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

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

1. Receive six (6) weeks of Severance Pay
2. Receive six (6) weeks of paid insurance with COBRA option thereafter
3. Receive services for the Employee Assistance Program through 04/30/09

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

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

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

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

Sincerely,

Bernard J. McMullen
City Manager

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

Employee Name (Print)	Employee Signature
Date	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Assistant City Manager** **Financial Services Director**
FROM:	**Public Services Director**
DATE:	**December 29, 2008**
SUBJECT:	**St. Simon's Cove Street Repairs**
	January 15, 2009 City Council Meeting

Recommendation:

Authorize the Public Works department to perform patch and crack seal work on the private streets in the St. Simon's Cove subdivision.

Discussion:

The St. Simon's Cove Home Owners Association has requested that the Public Works Department patch and crack seal the three private streets in this subdivision, at an estimated cost of $3,497.28. The cost, which includes labor, materials, and equipment, would be reimbursed to the City, as per the written agreement.

In July of 2001, the City Council agreed to honor such requests for very limited repairs on private streets. This came after a several-month discussion of taking over private streets entirely, which was deemed to be neither feasible nor legal. In the years since the agreement, the Public Works Department has put together over 30 estimates for HOA's who expressed some desire for the repairs, but less than a half dozen have followed through and actually authorized such repair work. Cost has always been the reason for not proceeding.

Budget Impact:

There would be no net budget impact, since the HOA agrees to reimburse all costs accrued by the City.

STREET MAINTENANCE AGREEMENT

STREET MAINTENANCE AGREEMENT (this "Agreement"), dated December 9, 2008, between the **City of Peachtree City, Georgia** ("Peachtree City") and **St. Simons Cove Home Owners Association** ("Home Owners Association"), a corporation organized and existing under the laws of the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Maintenance Services.

(a) Peachtree City herby agrees to provide limited maintenance services for the streets in the **St. Simon's Cove** subdivision located within the city limits of Peachtree City (the "Streets"), and more fully described on Schedule A attached hereto and by reference incorporated herein.

(b) The Home Owners Association hereby represents and covenants to Peachtree City that it is the fee simple owner of the Streets and it is authorized in accordance with its charter and bylaws to enter into this Agreement.

2. Term of Agreement.

The term of this Agreement shall commence from the date of execution and shall end upon completion of the work described herein by Peachtree City and payment for such work by the Home Owners Association.

3. Services.

Peachtree City will provide the following services at actual cost of labor, materials, and equipment:

(a) Crack sealing of the Streets.
(b) Patching of the Streets.

Prior to performing such services, Peachtree City shall provide Home Owners Association with a written estimation of the costs. Home Owners Association shall review the written estimate and provide Peachtree City with written authorization to proceed with the services. Should the actual costs exceed the written estimation by more than twenty percent (20%), then Homeowners Association shall have an additional thirty (30) days to pay the difference. In such situations, payment of the portion of the invoice equal to the written estimate shall be paid as provided herein. Otherwise, payment in full shall be made as provided herein.

4. Payment. Home Owners Association agrees to pay all amounts due Peachtree City under this agreement within fifteen (15) days of receipt of an invoice or statement.

5. Waiver of Liability and Indemnity. Home Owners Association acknowledges that Peachtree City has sovereign immunity and therefore Home Owners Association waives any claim for personal injuries or property damages against Peachtree City, its officials, employees, and agents which arise out of the performance of this Agreement, or the failure to perform under this Agreement. For all other claims, Home Owners Association agrees that its damages for a breach in performance, or failure to perform, by Peachtree City shall be limited to the amounts it has actually paid for the services provided. Home Owners Association shall indemnify and hold harmless Peachtree City for all damages, including attorneys' fees, for any claim or action brought against Peachtree City arising from the performance, or failure to perform under this Agreement.

6. Notices. All payments and other monetary obligations of Home Owners Association to Peachtree City pursuant to his Agreement shall be paid to Peachtree City at the first address set forth below until Peachtree City notifies otherwise in writing. All notices, approval, consent, demand or other communication authorized or required by this Agreement given to either party herein shall be in writing and shall be deemed delivered on the date (i) delivered by hand, (ii) the day of transmission by facsimile if delivered prior to 5:00 p.m. on any regular business day, or the next business day, if delivered after, (iii) one (1) business day after being placed in the hands of a commercial courier service for overnight delivery or (iv) five (5) business days after placement in the United States Mail by certified mail, return receipt requested, and postage prepaid. The respective parties' names and addresses area as follows:

City of Peachtree City
Attn: City Manager
151 Willowbend Road
Peachtree City, Georgia 30269
Telephone: (770) 487-7657
Fax: (770) 631-2505

St. Simon's Cove Home Owners Association
Attn: David Mortell, President
111 Sea Island Drive
Peachtree City, Georgia 30269
Telephone: (770) 632-5948

Every notice, approval, consent, demand or other communication authorized or required by this Agreement shall not be effective unless the same shall be in writing and delivered as set forth above. A party may change its address for notice, approval, consent, demand or other communication by written notice given from time to time in accordance with this paragraph.

7. Complete Agreement. All negotiations, considerations, representations and understandings between the parties with respect to leasing the Premises are incorporated herein

and may be modified or altered only by written instrument signed by the parties to this Agreement.

8. Modification. No provisions of this Agreement shall be waived or altered, nor shall there be any addition thereto, except by writing endorsed hereon, or attached hereto, and signed by the part to be bound thereby.

9. Parties Bound. Except as set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representative, successors and assigns.

10. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

EXECUTED, as of the date stated above, by the undersigned who are properly authorized and empowered by their respective entities to enter into this Agreement.

CITY OF PEACHTREE

By: ______________________________
Bernard McMullen, City Manager

HOME OWNERS ASSOCIATION

By: St. Simon's Cove Home Owners Association

D Mortell, President
David Mortell

Schedule A

STREETS

St. Simon's Cove Subdivision

1. Sea Island Drive
2. St. Simon's Cove
3. Turtle Bay

Schedule B
Final estimate

CITY OF PEACHTREE CITY, GEORGIA
PEACHTREE CITY PUBLIC WORKS DEPARTMENT
ESTIMATE - PAVEMENT PATCHING AND CRACKSEALING - ST. SIMONS COVE SUBDIVISION

Crew	Date	Regular Time	Overtime	Soc. Sec.	Medicare	Equipment	Vehicle	Materials	Total
Streets	07/16/08	1,392.99	0.00	86.35	20.19	458.00	763.75	776.00	3,497.28
	Subtotal	**$1,392.99**	**$0.00**	**$86.35**	**$20.19**	**$458.00**	**$763.75**	**$776.00**	**$3,497.28**
GRAND TOTAL		**$1,392.99**	**$0.00**	**$86.35**	**$20.19**	**$458.00**	**$763.75**	**$776.00**	**$3,497.28**

St. Simons Cove Homeowners Association
Board of Directors

May 9, 2008

Peachtree City Public Services Department
C/O Mr. Tom Corbett, Public Services Director
209 McIntosh Trail
Peachtree City, GA 30269

Re: St. Simons Cove Street Asphalt and Crack Repair and Road Sealing

Dear Mr. Corbett,

It is our understanding that the City is available to assist St. Simons in maintaining their roads at the community's expense. Therefore, St. Simons Cove's Board of Directors requests that Peachtree City Public Services Department provide an estimate and schedule for services necessary to repair cracks in the subdivision's asphalt roads and then seal all streets. We have attached an estimate provided by Scott Hicks on September 11, 2007 for "Asphalt and Crack Sealing Only" for reference.

If possible, we would like to complete the work in the next couple of months. Once we have received your estimate and schedule, we will obtain approval and provide the City with a notification to proceed with scheduling.

If you have any questions, please contact Debbie Tolar (e-mail: dtolar@columbianchemicals.com; cell phone: 770-331-5287.)

We look forward to working with you in the near future.

Regards

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Deputy City Clerk**

DATE: **December 31, 2008**

SUBJECT: **Alcohol License – NEW – Four Seasons International Café**
January 15, 2009, Regular Meeting

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

Discussion:
Four Seasons International Café, a restaurant to be located at 114 Huddleston Road, has submitted a request for a new alcohol license. Mr. Oscar Siller has requested he be appointed as the Licensee and the License Representative. He will attend the meeting on Thursday, January 15, 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 a beer and wine license, $1,350, 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: Four Seasons International Cafe, LLC	**Business Location:** 114 Huddleston Rd Peachtree City GA 30269	
Nature of Business: Restaurant	**Mailing Address:** 114 Huddleston Rd Peachtree City GA 30269	**Business Phone Number:** 770-487-0676
Name of Licensee: Oscar Siller	**Home Address:** 130 Wellington Manor Sharpsburg GA 30277	**Home Phone Number:** 770-683-4864
Name of License Representative: Oscar Siller	**Home Address:** 130 Wellington Manor Sharpsburg GA 30277	**Home Phone Number:** 770-683-4864

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
X	Malt Beverage		Malt Beverage		Malt Beverage
X	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:
Oscar Siller, owner	130 Wellington Manor Sharpsburg, GA 30277	770-683-4864 678-230-0020 (cell)
Pedro Herrera Silva, owner	107 Hickory Dr, Peachtree City 30269	770-241-6212
Four Seasons International Cafe, LLC	114 Huddleston Rd Peachtree City GA 30269	770-487-0676
Contact: Oscar Siller		

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:

Oscar Siller

130 Wellington Manner Sharpsburg, GA 30277
Address

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.

HC Clark
Signature

12/19/08
Date

Major R.M. DuPree
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Deputy City Clerk

DATE: December 31, 2008

SUBJECT: Alcohol License – NEW – La Hacienda #5
January 15, 2009, Regular Meeting

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

Discussion:
La Hacienda Restaurant, a restaurant to be located at 100 Lexington Circle (former Buckhead Brewery building), has submitted a request for a new alcohol license. Mr. Mark Wurster II has requested he be appointed as the Licensee and the License Representative. He will attend the meeting on Thursday, January 15, 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 a distilled spirits, beer, and wine license, $5,000, plus $500 for Sunday Sales.

Attachments

City Hall
151 Willowbend Road
Peachtree City, GA 30269
Phone: 770-487-7657
Fax: 770-631-2505
www.peachtree-city.org

PEACHTREE CITY
PLAN TO STAY™

Application For Alcoholic Beverage License

Business Name: LA HACIENDA #5 LLC D/B/A LA HACIENDA MEXICAN RESTAURANT	Business Location: 100 LEXINGTON CIRCLE PEACHTREE CITY, GA 30269	
Nature of Business: FULL SERVICE RESTAURANT	Mailing Address: PO BOX 2689 PEACHTREE CITY, GA 30269	Business Phone Number: 678 364 1124
Name of Licensee: MARK WURSTER II	Home Address: 1049 ANTIOCH RD FAYETTEVILLE, GA 30215	Home Phone Number: 770-403-5718
Name of License Representative: MARK WURSTER II	Home Address: 1049 ANTIOCH RD FAYETTEVILLE, GA 30215	Home Phone Number: 770-403-5718

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
X	Malt Beverage		Malt Beverage		Malt Beverage
X	Wine		Wine		Wine
X	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:
MARK WURSTER II	1049 ANTIOCH RD, FAYETTEVILLE, GA 30215	770-403-5718

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: ______________________

NOTARY PUBLIC FAYETTE COUNTY

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:

Mark Wurster II

1049 Antioch Road Fayetteville, GA 30215
Address

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.

HC Clark
Signature

12/19/18
Date

Megan R McAusker
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Fire Chief
Police Chief
Developmental Services Director
City Planner

FROM: **City Engineer**

DATE: **January 7, 2009**

SUBJECT: **Ordinance Prohibiting Parking on Clover Reach**
January 15, 2009 City Council Meeting

Recommendation:

Staff is recommending that City Council adopt an amendment to Chapter 78 of the Peachtree City Code of Ordinances prohibiting parking on both sides of Clover Reach beginning at SR 74 continuing west to its intersection with City Circle, a distance of approximately 555 ft.

Discussion:

In November of 2008, the owners of Park Place wrote a letter to the City of Peachtree City (Attachment 1). The owners requested that the City prohibit parking on Clover Reach because semi-trucks were parking on the street creating a hazardous condition for motorists and pedestrians. The owners of Park Place also stated that the trucks were blocking views of their shopping center along with other concerns about signs and the street name.

Staff has visited the site and calculated sight distance triangles for the various curb cuts and determined that there are no appropriate places for trucks or other vehicles to safely park in the road under the current road configuration. As can be seen on Attachment 2, the various sight distance triangles are colored in. These triangles show where objects can not be placed in order to provide the minimum stopping sight distance for this street. In addition, parking can not be allowed on the north side of Clover reach in the 200 ft distance from the intersection because this will block the view of the stop sign and path crossing.

Staff has written a letter to the owners of Park Place to advise them of our plans to restrict parking and address the other concerns in the November 2008 letter to the City. Staff is in the process of contacting the owners of the Waffle House and the Sleep Inn to notify them that the City is proposing a no parking zone on this street.

A copy of the ordinance restricting parking on Clover Reach in the above area is shown in Attachment 3.

Budget Impact:

There will be an operational cost to the Public Works Department to make and install signs so that the no parking area can be legally enforced.

Attachments

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

McNamara

McNAMARA ASSOCIATES

Jessie, what can we do about this? HL

Coley [illegible] Have Dave + David work these 2 items. [illegible] Put on list. B

RECEIVED
NOV 17 2008
PEACHTREE CITY
CITY HALL

November 12, 2008

Mayor Harold Logsdon
Councilperson Steve Boone
Councilperson Don Haddix
Councilperson Cyndi Plunkett
Councilperson Doug Sturbaum
Peachtree City City Hall
Peachtree City, GA 30269

Re: The Shops of Park Place
300 Clover Reach

Dear Honorable Mayor and City Council Members:

I am one of the co-owners of the above shopping plaza located at the intersection of Clover Reach and City Circle. While this intersection may not immediately come to mind, if it were described as "behind Waffle House", you would probably know right where it is. Unfortunately, this does not conjure up images of upscale shopping, as intended.

The current negative retail climate is well known. In the purchase of Park Place, the owners envisioned a thriving center, complementing the neighboring shopping areas. All were counting on the positive growth to continue. The economy, nonetheless, has not cooperated. This has certainly put strains on all retail and, candidly, I expect more area stores to go dark. We have already lost 3 tenants in the past 6 months. The additional retail building in the area merely exacerbates this condition.

I am seeking your assistance with some items that the merchants in this center have cited as issues. You are in the unique position to assist our current merchants in trying to maintain their investment. With a small amount of effort on your part, it would, undeniably, help in long-term viability of their businesses.

Our first issue has to do with tractor trailer and construction trucks, coming from the industrial center and the highways, and then parking along Clover Reach, in front of Park Place and the Sleep Inn. While at first this may seem slight, one or 2 parked trucks virtually blocks the view of the entire center from the cars speeding by on Highway 74. There have been as many as 3 and 4 trucks parked along there, many times on both sides of the street, creating a bottleneck for cars to navigate through. While the tenants are seeking more visibility, they are being hidden by these trucks.

Property Tax • Real Estate Brokerage
McNamara Associates Atlanta, Inc.
P.O. Box 3509 • Peachtree City, Georgia 30269-3364 • (678) 817-4070 • Fax (678) 817-4095

Our first request is for the City Council to work with the center and approve "No Parking" on either side of this road, running from City Circle to Highway 74 at the Waffle House intersection. Tractor trailer trucks blocking the road is unsafe for cars, pedestrians, and the many golf carts using the cart paths and roads in and around the shopping center.

The second consideration that I would like to discuss is, perhaps, the change that would make the biggest difference in our long-term goals as retailers. I recently visited the planning department to review the current highway plans for the intersection of Clover Reach and Highway 74. While, local maps indicate that Clover Reach is actually 2 streets, the state highway department plan calls this street "Fulton Street" at the intersection of Highway 74 and Clover Reach, near the Waffle House. Again, while it may seem slight, this center is suffering from an identity crisis. Clover Reach is known as an office area. We are seeking a resolution that will help in establishing this area as a retail shopping area, by renaming the street running in the front of Park Place, as "Park Place Avenue". It appears that no other businesses or operators use this street as an address, therefore, limiting any impact to just the businesses at Park Place. Perhaps a small entry marker at the street entrance from Highway 74, paid for by the owners of Park Place, can be erected once the highway construction is complete. There had been a sign there prior to the highway construction that, presumably, could be replaced. This would be an excellent way to increase visibility for the tenants and better establish another shopping area for Peachtree City.

Ultimately, these two small requests would certainly be big improvements to the visibility and viability issues facing the tenants in this area. Many residents are still not identifying this area with shopping, hurting the tenant's ability to grow their businesses. A few tenants have already closed, partly due to lack of visibility and identity. Fulfilling these requests would help in establishing the remaining tenants' long term viability.

Kindly give this your positive support when I follow up in the coming weeks to discuss further.

Sincerely,

Marc J. Corbet
President

Clover Reach Sight Distance

Attachment 2

2 - Clover Lane

ORDINANCE NO. __________

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED SO AS TO LIMIT PARKING ON CLOVER REACH AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 78-29 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Section 1. That Section 78-29 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 78-29. Parking on Clover Reach.

Parking is prohibited on both sides of Clover Reach beginning at its northernmost intersection with State Route 74 and continuing westward to its intersection with City Circle, a distance of 555 feet.

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

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

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

This _________ day of _____________________ 2009.

Attachment 3

Harold K. Logsdon, Mayor

Attest:

City Clerk

Attachment 3

City Council of Peachtree City
REVISED AGENDA
January 15, 2009
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Proclamation for Kiwanis Week
Proclamation for Earth Day
Presentation of Builders Awards

IV. Public Comment

V. Agenda Changes

VI. Minutes
January 3, 2008, Executive Session Minutes
December 18, 2008, Regular Meeting Minutes

VII. Monthly Reports

VIII. Consent Agenda
1. Consider Resolution Calling for Municipal Election
2. Consider Turf Management RFP
3. Consider Stormwater Maintenance Agreements
4. Consider Approval of Revisions to PCTA Bylaws and Articles of Incorporation
5. Consider Budget Amendments – FY 2009
6. Consider Amphitheater Rental Fee & Agreement

IX. Old Agenda Items
12-08-12 Consider Signing DOT Signal Application for Line Creek Signal

X. New Agenda Items
01-09-01 Public Hearing – Consider Amendments, Transition Yard (Setbacks and Buffer Standards) between Dissimilar Zoning Districts
01-09-02 Consider Reduction in Workforce, Public Works and Leisure Services
01-09-03 Consider Street Maintenance Agreement – St. Simons Cove
01-09-04 Alcohol License – NEW – Four Seasons, Huddleston Road
01-09-05 Alcohol License – NEW – La Hacienda, Lexington Circle
01-09-06 Consider Traffic Ordinance Amendment – Parking Restrictions on Clover Reach
01-09-07 Consider PTC Stakeholders for Fayette County Transportation Plan

XI. Council/Staff Topics

XII. Executive Session

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
VIA:	**City Manager** Bernard McMullen **Finance Director** P.S.
FROM:	**Leisure Services Director** RG
DATE:	**January 8, 2009**
SUBJECT:	**Consider Amphitheater Rental Fees & Agreement** ***For City Council Meeting January 15, 2009***

Recommendation: That Council reviews and approves the attached Amphitheater rental agreement and associated fees.

Discussion: The attached Amphitheater rental fees as proposed by the Amphitheater Manager are consistent with industry fee standards and other similar local venues. The rental agreement has been reviewed and approved by the City Attorney. He noted that once the fees and agreement have been approved by City Council the Amphitheater Manager is authorized to sign and administer rental agreements under the guidance of the Leisure Services Director, provided there is no change in the agreement or the fees that have been approved by Council. This is the same manner in which the city handles rental of other Recreation Department facilities.

Budget Impact: No negative impact.

APPLICATION FOR FACILITY RENTAL
OF THE FREDERICK BROWN, JR. AMPHITHEATER
CITY OF PEACHTREE CITY

Non-Refundable Application Fee: $25.00

Applicant Name (hereinafter "User" or "Applicant"):

____

Applicant Address: ____

Applicant Telephone Numbers: ____

Is the proposed event to be conducted for or in association with an ORGANIZATION? ____ Yes ____ No

If yes, state the following:
ORGANIZATION NAME: ____

ORGANIZATION ADDRESS: ____

HEADQUARTERS TELEPHONE: ____

HEAD(S)/CONTACT(S) AT ORGANIZATION: Name(s) ______________________________

Telephone(s) ______________________________

[ATTACH ADDITIONAL PAGES AS NECESSARY FOR COMPLETE ANSWERS]

NAME OF EVENT: ____

PURPOSE OF EVENT: ____

Proposed DATE(S) for EVENT: ____

Is there an event CHAIRPERSON? ____ Yes ____ No

If yes, state the following:
NAME OF CHAIRPERSON: ____

ADDRESS OF CHAIRPERSON: ____

TELEPHONE OF CHAIRPERSON: ____________________ **EMAIL OF CHAIRPERSON** ____________________

Proposed LOAD-IN TIME AND DATE: ______________________________ **on** ____________

Proposed LOAD-OUT TIME AND DATE: ______________________________ **on** ____________

Proposed TIME OF PERFORMANCE: From ______________________ **to** ______________

NUMBER OF PERSONS anticipated to be attending event: ______________________________

Will SIGNS or BANNERS be erected? ____ Yes ____ No
If yes, detail such proposed signs/banners below, including size and location, etc.

____

____

NOTE: ALL EXISTING SIGNAGE WITHIN THE FACILITY MUST REMAIN IN PLACE.

TECHNICAL EQUIPMENT to be used: ____

____

NOTE: ALL TECHNICAL EQUIPMENT SHALL BE OPERATED ONLY BY "THE SHOW BUSINESS SOUND AND LIGHTING, INC."

THE FOLLOWING PROVISIONS MUST BE MET BY THE APPLICANT:

1. Recognizing that the entertainment venue Frederick W. Brown, Jr. Amphitheater located at 201 McIntosh Trail, Peachtree City, Georgia 30269 (hereinafter the "Facility") is a limited-use facility located within a residential community, the applicant agrees to abide by operational policies and procedures that are consistent with the nature of the Facility and the surrounding neighborhood. The applicant acknowledges reading and understanding the operational policies and procedures of the Facility.
2. User will abide by fees as outlined in Attachment A
3. No alterations, additions, repairs or modifications to the appearance of the Facility shall be permitted. No tacks, nails, staples, or tape shall be attached to the Facility or any part thereof, nor will the User be permitted to paint or stain the Facility.
4. User agrees that all vehicles transporting equipment for the event will park in designated parking areas as depicted as such by the Amphitheater Manager. Vehicles are permitted beyond the fenced area and on walking paths for unloading and loading purposes only and must be removed to a designated area immediately after unloading or loading. There will be no parking at the back gate or next to the stage area.
5. User agrees to indemnify and hold harmless the City from and against any and all claims of any persons, firms or corporations for payments of royalties or fees due as a result of the playing or performance of any music or other artistic media protected by United States copyright law or valid licensing agreements. By signing this agreement, User covenants and warrants either that no such fees or royalties are due or that User shall pay them as required by federal law. User further agrees to pay all legal expenses, attorney's fees and court costs as incurred by the City in defense of any claim based on copyright infringement or payment of royalties or fees.
6. The consumption of alcoholic beverages may be permitted during shows, plays, concerts and performances when the following conditions are met:
   a. The proposed activity or event must be primarily for people twenty-one (21) years of age or older;
   b. The Chief of Police or his designee has determined in writing that the activity does not have the potential for creating an unreasonable risk of riotous or disorderly conduct; and
   c. The request for permission to allow alcoholic beverage consumption has been approved in writing by the Mayor or City Manager of Peachtree City, Georgia, based on the recommendation of the Amphitheater Manager.
7. The User hereby agrees that it shall be bound by the valid laws of the United States, the State of Georgia, and all valid ordinances, regulations, policies and laws of Peachtree City, Georgia, including without limitation those regarding the sale and consumption of alcoholic beverages. The Peachtree City ordinances include, but are not limited to, the sound ordinance which has an 85 DB limit and a city imposed 11 P.M. curfew.
8. Pursuant to City and Facility policy, no smoking is permitted within the fenced area surrounding the Facility, except within designated smoking areas. User hereby accepts responsibility for notifying all personnel of this policy.
9. The Amphitheater Manager reserves the right to review any contracts between the User and other parties involved in the use of the Facility.
10. No advertising or publicity naming the Frederick Brown Jr. Amphitheater shall be distributed prior to the payment of the required fees and the signing of the Facility Rental Agreement. Such advertising or publicity naming the facility must use the correct title of the amphitheater, specifically: Frederick Brown, Jr. Amphitheater or The Fred. For advertisement purposes, when the name of the amphitheater is stated it may not be represented or construed to represent a logo or endorsement of any kind. The Amphitheater Manager shall have final approval of all advertising material.
11. The City reserves the right, through its administration, to eject any objectionable party or parties from the Facility or grounds, and may exercise this right through any of its employees, committees, agents, security personnel or policemen.
12. User agrees that the individual named in the Application and designated as contact person, shall be present at the facility at all times during the event, including all rehearsals.
13. Should the event be cancelled, User forfeits any and all fees paid under this agreement and User releases the City from any and all liability for any and all damages caused by said cancellation.
14. User agrees that due to the outdoor nature of the Facility, inclement weather may adversely affect its use during the scheduled event. User hereby assumes the risk of such occurrence, including but not limited to rain and cold temperatures, and further waives any right to claim damages or seek reimbursement of any fees from the City due it occurrence of such natural phenomena. In the event that the City, in its sole discretion, determines that the scheduled performance must be canceled due to natural disaster, the User may be granted the next available date for use of the Facility.
15. The City reserves the right, without notice, to cancel this Facility Agreement at any time whatsoever, if in the determination of the City cancellation is necessary to protect the health, welfare, morality or safety of the public, or if the premises are used for any purposes other than specified in this Agreement, or if User's actions or use of the Facility constitutes a nuisance or any other way is a violation of the laws or ordinances of Peachtree City, Fayette County, the State of Georgia.

THE FOLLOWING SERVICE PROVIDERS MUST BE UTILIZED BY THE APPLICANT:

1) Food and Beverage Concessions. City expressly reserves the right to designate the person or entity to sell refreshments and other concession items and conduct concession (food and beverage) services at the Facility during the Term. No person other than the person or entity chosen by the City can sell refreshments or other concession items and conduct concession (food and beverage) services at the Facility.
2) Merchandise. Applicant may sell merchandise such as programs, souvenirs, or clothing if it so desires.
3) Tickets. **Ticketmaster**, the Amphitheater's ticket provider, may be the provider of tickets for the event at the applicant's discretion. If Ticketmaster is chosen as the provider, tickets may be provided through the Box Office only at the Amphitheater Manager's discretion. If Ticket Master is chosen, ticket stock must be approved by the Amphitheater Manager. All online tickets must be sold through Ticketmaster.
4) Technical Equipment. **The Show Business Sound and Lighting Inc.** shall provide technical equipment and Applicant will contract separately with Show Business, separate from the venue rental. All such equipment shall be loaded, unloaded, and operated only by personnel employed by The Show Business and approved for use at the Facility by the City of Peachtree City. Payment for personnel shall be the sole responsibility of Applicant. Applicant will be held liable for any lost, damaged, or stolen equipment. Amphitheater equipment will not be altered or adjusted in any way. The Amphitheater Manager or The Show Business will have final control over all technical equipment, including but not limited to sound level.(maximum of 85 DB)
5) Lighting. The Amphitheater may provide lighting, which, in its sole opinion, is adequate with respect to the intended use of the Facility by User. Failure to provide said lighting shall not abrogate this Agreement and shall not entitle the Applicant to any rebate of fees paid. In the event Applicant requires electrical adaptions or additions beyond those provided at the Facility, Applicant shall not be allowed to begin its scheduled event until the work has been completed by an electrician approved by the Facility Manager. Applicant is responsible for all costs arising under this paragraph.
6) Security and Staffing Services. A security and staffing plan will be developed with the Amphitheater Manager. For concerts, back of house security will be provided by the Amphitheater with all costs borne by the Applicant. Applicant shall submit a security plan to the Amphitheater Manager who will submit the plan to the Chief of Police of Peachtree City or his designee for approval as a condition precedent to this Agreement. Failure to comply with this requirement within fifteen (15) days of the scheduled event shall be grounds for recision of this Agreement. Applicant hereby expressly agrees and acknowledges that all security personnel used inside and outside the Facility will be provided by the Police Department of the City of Peachtree City. It is further agreed and understood that the Facility Manager may require the Fire Marshal to inspect the proposed use of the Facility. It is hereby agreed and acknowledged that fire inspection shall be solely at the discretion of the Facility Manager. All costs for the provision of security, staffing, and fire inspection shall be borne by Applicant. Off-duty officers typically receive $30.00 per hour with a four-hour minimum. Rates for staffing are set forth on the Venue Rental Rate Form attached hereto as **Attachment A**.
7) Cleaning. **The Amphitheater's designated cleaning company**. will provide the cleaning for a flat fee of $650.00 per day. All costs will be borne by Applicant.
8) Facility Supervisor. Applicant must pay all costs incurred by the Amphitheater for the provision of a facility supervisor who shall be responsible for all communications between the Applicant and the Amphitheater Manager in preparation for and during the scheduled event. The fee for the provision of said supervisor shall be $25.00 per hour and the supervisor must be in attendance at all rehearsals, load-in, and load-out and during the hours scheduled for the performance of the event. Payment for said services shall be made prior to the initiation of any rehearsal or performance. If the anticipated crowd is larger than 1000 people the Applicant will be required to have a second supervisor in attendance during the event at an additional fee of $25.00 per hour.

INSURANCE REQUIRED. The User agrees to obtain and maintain for the term of this Agreement, liability insurance with a company authorized to do business in the State of Georgia of not less than One Million Dollars ($1,000,000.00) coverage for personal injuries per individual, Two Million Dollars ($2,000,000.00) coverage in the aggregate, and not less than One Million Dollars ($1,000,000.00) coverage for property damages. Said insurance shall be performance specific and site specific. Said insurance shall cover the Facility and any expanded boundaries thereof which will be used for the scheduled event as detailed in the Users application incorporated herein. Said insurance shall be issued by an insurance company with A.M. Best Rating of A or better by a company authorized to transact business in Georgia. A certificate of proof of coverage or a copy of the policy must be provided to the Association within fifteen days of the scheduled event and must accompany this agreement. Failure to comply with this requirement within fifteen days of the scheduled event shall be grounds for rescission of this Agreement.
The insurance policies required hereunder may not provide for a "deductible" from the coverage thereunder, except as may be specifically consented to by the City of Peachtree City, and Applicant may not otherwise act as a self-insurer except as may be specifically consented to by the City of Peachtree City.

HOLD HARMLESS AGREEMENT

I, the undersigned Applicant, hereby agree to indemnify, defend, pay and hold harmless the City of Peachtree City and its officers and employees, from any and all claims or lawsuits for personal injury or property damage arising from or in any way connected to the special event; excepting any claims arising solely out of the negligent acts of the City of Peachtree City , its officers and employees.

Applicant: ______________________ **Print Name:** ______________________

Other permits may be required. See City of Peachtree City Special Code of Ordinances.

I, the undersigned applicant, understand that this application is not complete until the above information is provided, all listed documents are submitted in completed form, and the application fee is paid. I further acknowledge and understand that the completed document entitled *Application for Facility Rental of the Frederick Brown, Jr. Amphitheater* constitutes a contract by and between the City of Peachtree City and the applicant.

I, the undersigned applicant, understand that when this application is complete that a non-refundable down-payment of 25% of the rent will be due with the completed application. (The down-payment may be refundable to non-profit organizations at the approval of the Amphitheater Manager.) A fully refundable security deposit will also be required, with the amount based on the anticipated number of attendees. Less than 1,000 attendees - $500 1,000 or more - $1,000. The balance of the rental rate will be due 30 days prior to the event date. Portions or all of the security deposit may be retained by the Facility if terms of the contract are not fully met by the User.

I further acknowledge and understand that the Facility Rental Agreement must be executed and the above noted fees paid before dates for the projected event will be reserved. Application is hereby made according to the requirements of the Code of Ordinances, City of Peachtree City, Georgia to hold the event as described herein. I/We agree to conform to all laws, ordinances, and resolutions regulating same.

Signature of Applicant _______________ Date _______________

Please return to:

The Frederick Brown, Jr. Amphitheater
Attn: Nancy Price, Amphitheater Manager
201 McIntosh Trail
Peachtree City, Georgia 30269

AMPHITHEATER USE ONLY

APPROVED **DENIED**

Amphitheater Manager [or his/her designee] _______________ Date _______________

APPLICATION FEE	**$ 25.00**
FEE PAID: $ ____________	**DATE:** ____________

Attach Exhibit A- Venue Rental Rate Form

the Fred

FREDERICK BROWN, JR. AMPHITHEATER

VENUE RENTAL INFORMATION- ATTACHMENT A
SEATING CAPACITY: 2,500

*Venue Rental Rates	Profit	Non-Profit
Rental (per day 8 a.m – 11 pm)	$2,500.00	$1,500.00
(No prorated rental rates)		
Staff (4 hr min)	Rate	
Per Person- Per Day		
Event Staff- Ushers	$ 11 hr	$ 11 hr
Usher Supervisor	$ 20 hr	$ 20 hr
Box Office Staff	$ 14 hr	$ 14 hr
Manager	$ 35 hr	$ 35 hr
Box Office Supervisor	$ 30 hr	$ 30 hr
Facilities Supervisor (Mandatory)	$ 25 hr	$ 25 hr

Billable Fees and Charges	Rates apply for all Rentals
Security and Police	As Invoiced
Medical/EMS (if required)	Provided upon request. As invoiced
Concessions	Provided per event as agreed upon
Sound and Lighting	Invoiced by The Show Business
Technical Stage Hands	Invoiced by The Show Business
Ticketmaster Services	Available upon request. Fees apply

Deposit and Insurance	Amount
Application Fee	$25.00
Non-refundable Deposit	$25% of rental rate (applied to rental fee)
Refundable Security Deposit	$500-$1,000 (based on size of event) (1 – 999 attendees, $500; (1,000 or more attendees, $1,000)
Insurance	Provided by Applicant

*The City of Peachtree City reserves the right to waive fees at their discretion. To be approved by Amphitheater Manager, Leisure Services Director and City Manager

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council Members**

VIA: **City Manager**

FROM: **Assistant City Manager/Developmental Services Director**

DATE: **January 6, 2009**

SUBJECT: **Consider PTC Stakeholders for Fayette County Transportation Plan January 15, 2009, *City Council Agenda***

Recommendation:

Staff recommends that Council authorize the Mayor to submit a list of volunteers to serve on the Fayette County Transportation Plan Stakeholders Committee to Mr. Phil Mallon, Fayette County Director of Public Works.

Discussion:

The City Manager received an e-mail from Mr. Mallon requesting a list of volunteers from Peachtree City to serve on the Fayette County Transportation Plan Stakeholders Committee. Mr. Mallon suggested that the Stakeholders Committee have representatives from any club/organization interested in the Transportation Plan. Once the list is sent to Mr. Mallon, he will remove any redundancies and forward the list to the County Administration for review before passing on to the consultant.

Dave Borkowski, City Engineer is the City's representative on the Transportation Plan Technical Committee. Additionally staff solicited volunteers through direct mailings and the City's website. Attached is a list of those who responded and staff recommends these names be forwarded to the County.

Following Thursday's meeting staff will notify each volunteer and inform them of their appointment along with a tentative meeting schedule. Mr. Mallon will schedule a kick-off meeting for the Peachtree City volunteers after the committee members are appointed. The next official Stakeholders meeting would be after the public workshops to be scheduled in February.

Budget Impact:

There are no budget impacts associated with this request.

Peachtree City Stakeholders

Vern Darley	FC&A	Airport Authority
Joe Langford	Canongate Golf	
Larry Janke	The Coventry HOA	
Bill Bexley	Tourism Association	
Jim Qualls	Peachtree City Bike Club	
Phillip Jones	Chadsworth HOA	
Marty Mullin	Planning Commission	
Shayne Robinson	Recreation Commission	
Paul Lentz, Jr.	Library Commission	
Kim Learnard	Lake Peachtree Association	
Eva Durham	Tourism Association	Business Community
Lynnette Brown		
Shun Ingram		
Henry Howington		
Nancy Marino	Willow Creek HOA	
Carmen Flippen	Willow Creek HOA	
Stony Lohr	Optimist Club	
George Uhrin	Optimist Club	
John MacGregor	Stoneybrook HOA	
Al Yougel	Cypress Pointe HOA	
Charles Whitlock		
Brenda Scruggs	Master's Square HOA	

REGISTRATION FORM

FAYETTE COUNTY COMPREHENSIVE TRANSPORTATION PLAN STAKEHOLDERS COMMITTEE

Thank you for your interest in serving on the Fayette County Comprehensive Transportation Plan Stakeholders Committee. The committee will be comprised of representatives from the following agencies and will be responsible for providing input on the Transportation Plan so that the interests of all of the different stakeholders will be represented:

Peachtree City Planning Commission
Peachtree City Development Authority
Other Peachtree City Authorities and Commissions
Peachtree City Civic Clubs
Peachtree City business and industrial communities
Peachtree City residential villages

Please take a few minutes to complete the form below. You may fax it to 770-631-2552 or return it by mail to Jennis Rice, Developmental Services Division, 153 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, January 9, 2009**. Further information on the committee, as well as meeting announcements, will be provided via e-mail, if available, or by phone. If you have any questions, please contact Elizabeth Schnabel of Mallett Consulting, Inc. at 770.719.3333.

NAME ______________________________

ADDRESS ______________________________

____

TELEPHONE (Day #:) ______________________________

(Evening #:) ______________________________

(Cell #:) ______________________________

(E-mail:) ______________________________

______________________________ Signature

______________________________ Date

Peachtree City Stakeholders

Vern Darley	FC&A	Industrial
Joe Langford	Canongate Golf	
Larry Janke	The Coventry HOA	
Bill Bexley	Tourism Association	
Jim Qualls	Peachtree City Bike Club	
Phillip Jones	Chadsworth HOA	
Marty Mullin	Planning Commission	
Shayne Robinson	Recreation Commission	
Paul Lentz, Jr.	Library Commission	
Kim Learnard	Lake Peachtree Association	
Eva Durham	Tourism Association	Business Community
Lynnette Brown	Kedron Village resident	
Shun Ingram	Southland Nursing Home	
Henry Howington	Target Corporation	
Nancy Marino	Willow Creek HOA	
Carmen Flippen	Willow Creek HOA	
Stony Lohr	Optimist Club	
George Uhrin	Optimist Club	
John MacGregor	Stoneybrook HOA	
Al Yougel	Cypress Pointe HOA	
Charles Whitlock	Braelinn Village resident	
Brenda Scruggs	Master's Square HOA	

PCTA Bylaws

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

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

At the time of appointment of a director(s) to the Board, the Mayor and City Council may designate alternate(s) from the pool of applicants. The term and attendance will be in accordance with Peachtree City Code of Ordinances, Section 2-336, Commission, Authority, and Association appointments, attendance. ~~The term of the alternate will extend until the interview process is concluded for the next vacancy. At that time, a new alternate may be designated. The alternate would be appointed as a regular member of the Board should there be a vacancy of an unexpired term of less than 12 months. If an unexpired term of more than 12 months occurs, the normal interview process will occur and the alternate will not automatically be appointed to the position. While serving as an alternate, the alternate will be required to attend a minimum of 50 percent of regular and called meetings of the Board.~~

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

3.4 Removal. Any director may be removed by the Council. A removed director's successor shall be appointed by the Council to serve the unexpired term. Failure of any director to attend seventy-five percent (75%) of the meetings of the Board of Directors of the Corporation held in any fiscal year of the Corporation shall operate as a tender of such director's resignation, and such director shall be removed from the Board; provided, however, that a director, may petition the Board for an excused absence due to unavoidable circumstances.

PCTA Articles of Incorporation

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

ARTICLE VIII

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

1. Five (5) citizens or persons conducting business within the City of Peachtree City. At least one (1) of the citizens appointed to the Board shall be employed in the restaurant or hotel/motel business and one of the these same citizens shall have a minimum of five (5) years of fiscal experience (fiscal experience shall be defined as on the job training, education, degrees, and/or licenses gained in finance, accounting, and/or professional budgeting.).

2. The Chairperson of the Recreation Commission of the City of the City of Peachtree City; and

3. One member of the City Council of Peachtree City to be selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in January.

4. In addition to the above seven directors, the Mayor and City Council shall appoint two citizens of Fayette County as non-voting members of the Board of Directors. The-two non-voting members of the Board of Directors shall be:

(a) The President of the Fayette County Chamber of Commerce or designee. The designee shall be someone under the direct supervision of the President of the Fayette County Chamber of Commerce by virtue of their employment. One non-voting director shall be a citizen active in economic and/or community development in Fayette County.

(b) At the time of appointment of a member(s) to the Board, the Mayor and City Council may designate alternate(s) from the pool of applicants. The term and attendance will be in accordance with Peachtree City Code of Ordinances, Section 2-336, Commission, Authority, and Association appointments, attendance. ~~of the alternate will extend until the interview process is concluded for the next vacancy. At that time, a new alternate may be designated. The alternate would be appointed as a regular member of the Board should there be a vacancy of an unexpired term of less than 12 months. If an unexpired term of more than~~

~~12 months occurs, the normal interview process will occur and the alternate will not automatically be appointed to the position. While serving as an alternate, the alternate will be required to attend a minimum of 50 percent of regular and called meetings of the Board.~~

ARTICLE IX

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

ARTICLE X

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

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