City Council of Peachtree City
Agenda
January 5, 2012
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Oath of Office – Council Post 2**

IV. **Election and Oath of Office for Mayor Pro-tem**

V. **Announcements, Awards, Special Recognition**
Recognize Employee of the Month – Monica Lacourly
Recognize Supervisor of the Quarter – Jeff Felmet
Recognize Ashlee Koontz – Employee of the Year
Recognize Doug Sturbaum for Service on City Council

VI. **Public Comment**

VII. **Agenda Changes**

VIII. **Minutes**
November 17, 2011, Regular Meeting
December 1, 2011, Regular Meeting

IX. **Monthly Reports – November**

X. **Consent Agenda**
1. Consider Authorization of Legal Organ
2. Consider Annual Indemnification Resolution
3. Consider Budget Adjustment – FY 2011
4. Consider Acceptance of Assistance to Firefighters Grant
5. Consider Appointments to Recreation & Special Events Advisory Board – *Shayne Robinson & Leah Thomson*
6. Consider Appointments to Convention & Visitors Bureau – *Kai Wolter & Rick Barnes*
7. Consider Appointments to Airport Authority – *Bill Flynn & Skip Barnette*
8. Consider Appointments to Water & Sewerage Authority – *(Recommendation pending 1/4 interviews)*

XI. **Old Agenda Items**
10-10-CA1 Consider Alcohol License (and fee) – Private Club/Bar, 300 Clover Reach
Applicant has requested applying unused 2011 license fee to 2012 license

XII. **New Agenda Items**
01-12-01 Public Hearing – Consider Request to Rename a Public Street (Fieldturf Drive to NAECO Way)
NAECO purchased the former Husky/Fieldturf building and requests that the street name be changed
01-12-02 Consider Bid – Police Cars
01-12-03 Consider Bid – F-650 Dump Bodies
01-12-04 Consider Bid – F-750 Dump Bodies
01-12-05 Consider Bid – F-750 Dump Trucks
01-12-06 Consider RFP – Litter Pick-up
01-12-07 Consider RFP – Landscape Maintenance
01-12-08 Consider RFP – Grass Cutting & Right-of-Way Maintenance
01-12-09 Consider RFP – Recreation Facility Mowing
01-12-10 Consider Extension of Shumate Agreement for CY 2012
Contract for Mechanical Services for City Facilities
01-12-11 Consider Amendment to Alcohol Ordinance – Wine Tastings

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

Amendment would allow wine tasting events at stores with licenses to sell wine by the package

01-12-12 Consider Abandonment and Sale of a Portion of Newgate Road and Right-of-Way

NorSouth desires to acquire a portion of existing Newgate Road and associated right-of-way

01-12-13 Consider Appointed to Council Director Seat on Convention & Visitors Bureau

01-12-14 Mayor's Appointment of Council Liaisons to Authorities and Committees

XIII. Council/Staff Topics

Hot Topics Update

XIV. Executive Session

City Council of Peachtree City
Meeting Minutes
November 17, 2011
7:00 p.m.

The Mayor and City Council met in regular session on Thursday, November 17, 2011, in City Council Chambers. Mayor Haddix called the meeting to order at 7:00 p.m. Other Council Members present: Vanessa Fleisch, Doug Sturbaum, Kim Learnard, and Eric Imker.

Announcements, Awards, Special Recognition
Haddix thanked Dr. Anthony Slagel for his donation to the Police Department. Haddix recognized the graduates of the Advanced Citizens Police Academy and proclaimed National Hospice Awareness Month. Jamie McDowell of the Police Department was recognized as the October Employee of the Month, and Mike Rogers of the Public Works Department was recognized for 30 years of service to the City.

Citizen Comment
There was none.

Agenda Changes
There were none.

Minutes
Fleisch moved to approve the November 3, 2011, regular meeting minutes. Learnard seconded. Motion carried unanimously.

Monthly Reports

Consent Agenda
1. **Consider Budget Amendments – FY 2011**
2. **Consider Budget Amendments – FY 2012**
3. **Consider Resolution – 911 Prepaid Cell Charges**
4. **Certify Election Results**
5. **Consider Alcohol Ordinance Amendment – Sunday Package Sales**
6. **Consider Sole Source Name Brand Purchase of Bobcat T650**
7. **Consider Acceptance of GEMA Grant – Fire Department Haz-Mat Team**
8. **Consider Acceptance of GEMA Grant – Police Department CERT Program**

Haddix noted there were three additional documents on the dais. The final results of the November 8, 2011, Municipal Election were as follows:

City Council Post 1

Steve Allen	1469 (41.61%)
Eric Imker	3039 (57.76%)
Write-in Votes	22 (00.62%)

City Council Post 2

George Dienhart	2587 (93.80%)
Write-in Votes	171 (06.20%)

Special Election – Referendum to allow Sunday Package Alcohol Sales

Yes	2836 (76.88%)
No	853 (23.12%)

Learnard moved to remove item 3 - Consider Resolution – 911 Prepaid Cell Service, from the consent agenda. Fleisch seconded. Motion carried unanimously.

Learnard moved to approve Consent Agenda items 1-2 and 4-8. Fleisch seconded. Motion carried unanimously.

3. Consider Resolution – 911 Prepaid Cell Charges
Learnard asked staff to provide more information on why the $0.75 charge was being imposed. Public Information Officer/City Clerk Betsy Tyler noted that Cheryl Rogers, director of the Fayette County 911 Center, was present. Tyler said that, because the various municipalities were in partnership with the County for a 911 Center, all the agencies had to adopt the resolution for the funds to go to the center. Tyler said the charge would be imposed whether the City adopted the resolution or not, but the funds collected would stay with the state rather than being returned to the Fayette County. Rogers confirmed this, saying that the charges were already in place, but that recent legislation allowed the money to come back to the counties rather than remaining in the state general fund.

Learnard moved to approve Consent Agenda Item #3. Fleisch seconded. Motion carried unanimously.

Old Agenda Items

09-11-04 Consider Amendments to Land Development Ordinance, Appendix B Vegetation Protection and Landscape Requirements – Tree Removal Permit Process

City Planner David Rast explained that staff was taking a new approach to an issue that had been discussed for over a year. Staff had been reviewing the tree removal process in hopes of making the permit process less convoluted. Several versions of an ordinance had been brought to Council with additional direction provided each time.

Several weeks ago, staff had combined the comments into a Frequently Asked Questions (FAQ) Sheet to distribute to citizens. If Council approved the FAQ, staff would modify the ordinance accordingly and bring it back to Council for adoption.

Currently the City required a permit for every tree over three inches in diameter, resulting in hundreds of permits reviewed each year. Staff feels that changing the size to six inches or larger for permits. Smaller trees not in any type of buffer would not require a permit.

With the simplified approach, staff was not recommending a fee with the permits. The procedures placed more of a burden on the property owners and tree removal companies. The application would include a list of trees to be removed, their size, and photographs of the property and surrounding conditions. Residents would also have to include the plat of the property, which was available with the City, approval by the relevant homeowner association (if one existed), and certification that the trees were on the applicant's property. If the trees were too close to the property line, a survey would also be required.

Rast said that the current process required Code Enforcement to visit every parcel with a tree removal permit. That was very time consuming, and the proposed change would only require a property visit if there was a specimen tree or if there was a question about the information submitted. Rast said the revised definitions and measurements were fairly standard among tree ordinances around the country.

Rast said staff would like to take the approach of visiting property owners when a specimen tree was involved but acknowledged that some specimen trees were too close to homes or causing damage to driveways. The limitations on when a tree would not be allowed to be removed would apply to dedicated buffer areas, and would require a staff visit.

Finally, staff was recommending a requirement to replace trees on the property, with a requirement of two trees at least two inches in diameter on every lot. Staff was hoping to take the approved FAQ and mold it into an ordinance and application that matched. Staff was asking for Council endorsement.

Learnard said the FAQ format was very concise and informative. She asked, once the ordinance was adopted, if that would eliminate the FAQ sheet. Rast sad staff would continue to use the FAQ format to help answer citizen questions.

Learnard asked how much staff time Rast thought it would save. Rast said it would eliminate 75 – 80% of staff time currently spent on tree removal permits. Haddix agreed that this was a major step forward.

Imker asked if it was possible to have the homeowner submit the application electronically. Rast said yes, the forms were web fillable for those who wanted to do so.

Learnard moved to endorse the FAQ and authorize staff to move forward with the ordinance amendment. Imker seconded. Motion carried 4-1 (Sturbaum).

10-11-11 Consider Purchase of Computer Workstations and Software (Dell Financial Services)

This item was continued from the October 20 meeting. City Manager Jim Pennington asked Council to continue the item indefinitely pending the technology assessment agreement to be discussed under New Agenda Items.

Learnard moved to continue the item indefinitely. Sturbaum seconded. Motion carried unanimously.

New Agenda Items

11-11-03 Consider Expanded Services with Fayette Senior Services for Recreation Programming

11-11-04 Discuss Changes and Usage of McIntosh Trail (Shakerag) Recreation Complex

Haddix noted there was a draft agreement in the dais.

Pennington said, since the reorganization of Leisure Services, staff had continued to review the recreation programming, looking at all the City's alternatives. One of those alternatives relating to the Gathering Place involved partnering with Fayette Senior Services (FSS). Pennington introduced Debbie Britt, the President and CEO of FSS.

Britt said she and her husband had lived in Peachtree City for 17 years, had raised their two children here, and were now raising grandchildren here. Her 89-year old parents had also recently relocated to Peachtree City. This was her home and her community.

Britt talked about the demographics of the area, noting that Fayette County was home to the third fastest growing senior population in Metro Atlanta, and the age 65 and older population was projected to grow 450% by 2040. Approximately 25,600 Fayette residents were age 55 and older (24% of total county population), and nearly 12,000 of Peachtree City's residents were age 50 or older (35% of Peachtree City population). Fayette Senior Services was established as a non-profit 501(c)(3) organization in 1978 and its mission was to make a meaningful difference in the emotional, social, and physical well-being of older adults; preserve their independence; improve their quality of life; and connect them to the community. The organization had 13 full-time employees, 14 part-time employees, and 260 volunteers.

Britt continued that FSS was the designated aging service provider for Fayette County and worked through a public/private partnership with Fayette County. The organization had been recognized as a successful model by state agencies. Their funding sources included charitable donations, programs, grants, fundraising, and public support, and their partners included local governments, Piedmont Fayette Hospital, Clayton State University, the Fayette County Chamber of Commerce, Ka iser Permanente, F ayette FACTOR, and Fayette County's faith-based community.

The responsibilities of FSS included the management and delivery of services, including the Multipurpose Life Enrichment Center in Fayetteville, nutrition programs (Meals On Wheels and Congregate), transportation, in-home services, information and assistance, care management, adult day care, home repair, and "ani-meals" (Meals on Wheels companion pet-food delivery).

Britt said FSS operated under the philosophy that high quality was a standard feature. She noted that best practices should be emulated, but only the best practices were right for this community. She also said that effective change started with small steps and that it was important to see the world through the eyes of the people served.

Britt said the County Life Enrichment Center in Fayetteville opened in 2008 with 38 members. The facility now served approximately 2,000 active members age 50 and older, with an average of 4,000 activity participations each month. The facility was membership-based and offered over 60 free and fee-based monthly programs, classes, and special events for active older adults. The facility's Ultimate Café won the 2010 Platinum Plate Award at the Fayette Chamber Community Expo and served 21,000 purchased meals to members in FY11.

Britt then explained the goal of the partnership with Peachtree City was to build on the success of the current recreational and special interest programming for active adults age 50+ and to explore new programs and activities to attract and retain the interests of a wide age range of older adults. She said this would create enhancements for the users of the facilities, and they were looking to add, not subtract, activities. The partnership would leverage the resources and professional expertise from both Peachtree City and FSS.

Part of the transition involved developing a detailed transition plan in collaboration with Peachtree City staff, and providing Council ongoing progress updates. The benefits of the public-private partnership that was being proposed included increased grant opportunities and community support, greater ability to increase volunteer support through coordination between both entities' existing volunteer base, and improved access to other services that Peachtree City residents were already using.

Fleisch asked if she could proceed with her presentation (Agenda Item 11-11-04) before the Mayor took public comment. There was no objection to her request.

Fleisch thanked Britt, Pennington, and Recreation Administrator Cajen Rhodes for all their work and said she looked forward to making the program a success for Peachtree City's senior population, which was about 35% of the community.

Fleisch said she wanted to put the decision before them in context and read the following statement:

> *In the Spring of 2010, Nancy Price, who runs both the amphitheater and the Convention and Visitors Bureau, came to Council and requested that she be able to expand from the box office area into the room next to hers that has the fireplace called the Annex. She presented her plans for the renovation and expansion so that the welcome center would occupy the entire first floor of the amphitheater building.*
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> *I think all of council was in agreement at that time to move ahead with the project. However, we all became aware that the annex holds a significant amount of recreational activities and we needed to find a place in the city to hold those activities. We heard different suggestions at that meeting including moving more activities to Glenloch, Kedron and even the basement of City Hall. But because we didn't have a clear plan or vision of where the activities would be relocated, we gave Nancy the go ahead to only renovate the box office area but with the thinking that it would be temporary because we could find a space in the city for these activities.*
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> *All of the alternatives I mentioned were not viable, mostly because there wasn't easy access for seniors, so they were all ruled out. Short of possibly renting vacant retail space, there was no answer at the time. That is when the expansion of the Gathering Place was discussed – it even became a question on a citywide survey. The plan to add to the Gathering Place was discussed at our February 1 workshop. The proposal was to add 3,750 square feet at a cost of $850,000 for a total building of approx 8600 square feet.*
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> *At that meeting, I called the Gathering Place a Senior Center. I was corrected and told that the Gathering Place was an Adult Recreational Facility and not a Senior Center. The Gathering Place has been operating under the Adult Recreational Facility premise for a number of years and it was appropriate for me to be corrected.*
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> *But then I began questioning why do we need an adult recreational facility and not a senior center if approximately 35 percent of the residents in PTC are aged 50 and above? In 1993 when the bond referendum was passed by the voters, we approved a senior center, not an adult recreational facility. It was clear after all, of the meetings, that additional space was needed for our senior population.*
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> *In Real Estate, we have a term in how we think about buildings and property "highest and best use." What if we used the Recreation Administration building as the new senior center? Perhaps the highest and best use of that building and our tax dollars would be to use it as the new senior center. It is approximately 4,200 square feet, clearly larger than the proposed expansion of the Gathering Place at 3,750 square feet, and without the cost of$ 850,000 to the taxpayer. Plus we would not be adding more infrastructure to the City that we would have to maintain. The other added benefit of converting the Rec. Admin building is that it has a basement with the possibility of an additional 4,215 square feet.*

So what we have as a result of this partnership with Fayette Senior Services is senior programming utilizing over 9,000 square feet of city space, instead of 4,910, without building any additional structures across the City. Plus the possibility of finishing the basement at the Recreation Administration building, which would be a total of over 13,000 square feet of space specifically for seniors.

It is a win-win for the city – the senior activities held at the annex will move to the rec building. And Nancy will be able to use the annex space to expand her visitor center for the Convention and Visitors Bureau and build on her current successes. The welcome center will be a centralized location for information about the city and will feature the large map that PCDC had years ago.

I also looked at the Gathering Place Statistics. According to one of the estimates I got from the Gathering Place, they have 375 member cardholders at $10 apiece. For approximately the same time-period, 680 Peachtree City residents were members of Fayette Senior Services in Fayetteville at $25 apiece. We have a pool of approximately 12,000 Peachtree City residents aged 50 and above who would be eligible to join either the Gathering Place or Fayette Senior Services, and yet more PTC residents joined FSS at more than double the price plus the drive to Fayetteville!

The difference, I believe, is that we were focusing on being an adult recreational facility when the demographics clearly show that a significant amount of people in Peachtree City fit into the older category and require a different type of programming. We were doing fine for what we were doing but we weren't meeting a demonstrated need within our city. I looked at what we offered and what Fayette Senior Services offered, and they have a wider spectrum of activities. Our Gathering Place offers a number of activities, but having the adult recreational facility mission will not sustain it in the future, given some of the numbers that I have seen that show a declining membership card enrollment.

The other thing that is appealing about Fayette Senior Services is that they are a 501c3, a non-profit, and absolutely NOT a government agency. Anyone who has ever dealt with a government social service agency knows what a nightmare it is, and to have a 501c3 non-profit in charge of our senior programming is very advantageous.

As Debbie said this will be a transition. Will this transition be trouble free? Of course not – any kind of change has its challenges. But is this the right thing to do? Absolutely. We will be providing more services to the citizens than we, as a City, have been able to do at less cost, and it will be done by professionals who know how to do it and who are sensitive to the needs of our citizens.

I wanted to be sure to thank Nikki Vrana, who was our interim city manager, for being so supportive of my ideas and sharing them with Jim when he became our city manager in March. I am so glad that he has made this a part of the Recreation Reorganization. And I look forward to the great things that are in store for the Shakerag area.

Learnard asked how and whether the City would keep the programs currently offered at The Gathering Place. Fleisch said there would be a lengthy transition period to evaluate the current program, but the goal was to enhance programs, not take them away. Haddix agreed that the goal was to supplement the programming and open the facility to a wider spectrum of users.

Creighton Warren addressed Council, saying he had coached for years and served on the Commission on Children and Youth and the Recreation Commission. The 1993 Bond Referendum that built The Gathering Place, Baseball Soccer Complex, Kedron Fieldhouse, and other amenities was passed during his term on the Recreation Commission. Warren said he felt Peachtree City had a duty to find out what the County recreation budget was and make sure Peachtree City received a fair share of that budget. He said Peachtree City should keep management of The Gathering Place. The budget for the Fayetteville senior center came under the County's Recreation Commission, and some of those funds should come to Peachtree City.

Fleisch noted that the funds from the County had increased from the $50,000 of several years ago to $150,000 per year, but that amount had decreased for the last several years and was now at $114,000. Pennington added that the City would be in negotiations in 2012 for the House Bill 489

Jim Ryan said he had been a resident since 1987 and he was very proud of Peachtree City and very satisfied with the community. However, he saw a continuing diminishing role of Peachtree City in Fayette County. He did not disagree with Britt and thought she should encourage senior participation. However, there had been a lot of contention in the Recreation Department over last six months. He felt the Recreation Department had done an outstanding job. Ryan said that the matrix management system was applicable to leisure services programs and would diminish what had made Peachtree City an outstanding municipality in Fayette County and in Georgia. Ryan said Peachtree City should cooperate with FSS, but the people at the Gathering Place were happy to be there, having a good time. He was afraid this partnership was the wrong direction. He concluded that FSS programming was different from what Peachtree City Recreation had done in the past, which had been outstanding.

Jim Sherm said he had lived here since 1987. Over the last six years, he had been involved with Peachtree City's Senior Adult Council and with the FSS Senior Advocacy Council. The Senior Advocacy Council had tried to marry what was available through FSS but not available in Peachtree City due to transportation issues. He said the proposed partnership was a wonderful opportunity to marry the two programs and improve both. He said the need for the partnership was evidenced by the number of people from the City going to FSS because they offered programs the residents wanted. Said he saw what Debbie was trying to do as very favorable.

Haddix said he commended the idea of using the Recreation Administration Building as an expansion of Recreation programming. Sturbaum echoed that, saying it put the facility to use and allowed an expanded program.

Learnard asked if the card playing groups would be able to use that building, and Fleisch said that was the intention.

Imker asked for clarification of what Council was being asked to do. Fleisch said they were considering approval of the contract and Meeker said it was a year-to-year contract. Imker asked what changes would be needed at the Recreation Administration Building, which was currently a series of individual offices. Pennington said some of the offices were large enough to accommodate groups and could be used immediately, but there would be a minimal investment to open the space for a wider range of uses.

Warren noted that one of the big expenses associated with improving the Gathering Place was the kitchen, which did not currently allow for food preparation. Pennington said the proposal did not include preparation of food at the facility, but there would be a bistro with food prepared at the Fayetteville facility. The Peachtree City location would also assist in providing Meals on Wheels to the many City residents who received meals. Learnard asked Britt if Peachtree City was the largest client base for Meals on Wheels, and Britt confirmed that.

Learnard said the agreement was for adult programming, and the City would continue to owning the facility. However, there were elements that she would like to hear more about. Learnard asked if a Town Hall meeting might make sense to get the public's questions answered. Pennington said that was an excellent suggestion. If Council approved the agreement, FSS staff would begin shadowing City employees, and the real programming would not get started until March after the full plan had been developed.

Imker said seniors using The Gathering Place annex had less than acceptable restroom and storage facilities, and the Administration Building offered a big improvement to those issues. He felt seniors would be pleasantly surprised at the opportunities this partnership would offer.

Ron Williams asked how this partnership would be funded. Pennington said the contract called for a fee of $182,000 per year. The City currently spent over $200,000 on senior programming. While there would still be some ancillary expenses for utilities, the payment would be nearly the same while providing expanded services.

Ken Martin said he was getting older and asked what the City was doing to get more people interested in the facility. It needed to bring in more neighborhoods and churches to help educate the citizens on what was available.

Warren noted that Peachtree City had many volunteers participating in FSS and the sports programs.

Fleisch moved to approve the contract with Fayette Senior Services. Sturbaum seconded. Motion carried unanimously.

11-11-05 Presentation by Fayette County Development Authority

Brandt Herndon, President and CEO of the Fayette County Development Authority (FCDA), gave an update on the agency's 2011 activities. He said, despite the economy, they had worked on 21 projects with two announcements. In the third quarter, they had seven projects that were still considering a move to the area, and three were larger international corporations. He anticipated five of the seven would make return visits.

Four existing industries in Peachtree City were either expanding or considering an expansion. Universal Services was making a $60 million investment and would add 25 employees. Herndon said that existing industry generally created more jobs than new companies coming to a community did. He said the majority here were either maintaining their employment or slowly adding to their numbers.

The City had a strong and diversified industrial base, which was very beneficial. When he came to Fayette County two years ago, he looked at what product they had to sell aside from the great community. There were two buildings, but the lack of existing buildings in the 50,000 sq. ft. range was limited. The largest site available was one 50-acre site that would need to be subdivided due to the topography. This was something the City needed to think about in the future to keep Peachtree City and Fayette County in the game. Coweta, Henry, and Spalding Counties had product to sell and were having economic development successes.

Herndon said the FCDA was very aggressively and proactively marketing Peachtree City. One of the target industries was aviation services, and the FCDA had attended the National Business Aviation Association conference in Las Vegas and had some good leads to pursue. Herndon had also just returned from a marketing trip to China, and the addition of SANY meant that many of the Chinese companies were familiar with Peachtree City. Herndon also noted that the SANY Research & Development that was recently announced was a completely new project that had not been included in the original 2007 plan.

Herndon said China was continuing to open its economy and that provided a good opportunity for Fayette County as long as there was product available.

Herndon noted that the Photocircuits properties had been topics of discussion for several years, and two of those buildings had been purchased. The older building should be on the market in 2012. The owner of the newer building had a Phase II environmental study underway and could be on the market in 2012.

Herndon thanked Council for their support of the FCDA in working with prospects. He said his last day at FCDA was December 16, but Matt Forshee, his predecessor, was returning to the position and would be able to hit the ground running.

Fleisch thanked Herndon for the update.

11-11-06 Discuss / Consider Dissolution of the Development Authority of Peachtree City
Haddix noted two emails on the dais.

Learnard said there had been several conversations about the Development Authority of Peachtree City (DAPC) over the last year, and that economic development was critical to the future of Peachtree City. There were challenges, but also many opportunities. The previous year, Council agreed to hire a staff Economic Development Coordinator. However, the position did not work, and the City needed to look at what went wrong.

Learnard said she would not want to repeat the mistake of bringing in a professional in this job as a contract employee. She also felt they should reexamine placing the position under the Planning Department, feeling it should report to the City Manager. The third problem was placing an employee in the epicenter of a political firestorm with conflicting demands and expectations.

In March, Council had put the DAPC into "setback" mode with no funding. Learnard said her vision was to let the new EDC move forward unfettered to do a really good job. However, that did not work either.

Learnard said that as long as the DAPC existed, the conditions would remain the same, and bringing in another EDC under the same conditions would be a mistake and result in the same problems. Learnard said her final tipping point was a recent statement the Mayor made in the blogs, "EDC can also mean contracted to and working with DAPC as their director, not a City position." Learnard said this was something she would have expected to see in the summer of 2010 when the City was formulating their strategy, but this was posted in November 2011. She believed there was a problem and the City could not continue the same conditions that resulted in failure the first time.

Learnard said the decision was difficult due to her respect for the members of DAPC, their positive energy, and their willingness to dedicate their spare time. She felt success would come from a comprehensive, City-led strategy. Peachtree City was open for business and had things to offer businesses that other communities could only dream of. This would be a new beginning and they would bring in the right staff, equip them with the proper resources, and remove the distractions.

Haddix said he had been unjustly painted as a troublemaker. The comment Learnard referenced from the blogs was a proposal Haddix had made in 2010 and was ignored. He said talked about the City hiring and contracting the employee, had sent it out in an email and placed it on the dais, and the suggestion had been ignored.

Haddix continued that painting the picture that he had deliberately set out to drive out the employee was also false. He said the problem was in the vetting process because the employee came to Peachtree City with the position that the village concept was a failed concept and the City needed to build a centralized shopping area with big boxes.

Fleisch expressed concern that the Mayor was criticizing a person who was not present to defend himself. Haddix stated he had the floor and that the employee had said this in front of citizens, Homeowner Association presidents, and others. Learnard asked if there was anything in writing. Haddix said the request for something in writing was a bogus concept when the statements were made addressing an HOA or in an office in general conversation.

Haddix continued that this was not the only conflict the employee had with the outlook of the City. Haddix said he had a letter from Keller, Texas, noting the employee had resigned prior to a closed session review of the position. Haddix said his stated position was he wanted the position and the employee to succeed, and if the DAPC was more fully funded, the employee could become their director. That was hardly a position attacking the employee and accusing him of such was a false statement.

Haddix said trying to drag the DAPC into the disagreement was also a false argument. Fayetteville used their Downtown Development Authority to fill a void that the FCDA did not fill. Peachtree City could not undertake redevelopment or bonds with City staff. Even if the DAPC were only preserved in a setback position would be of value, while getting rid of them completely did not hold water. Haddix said if the City was going to hire another EDC, the employee should be properly vetted so there would not be controversy, and the DAPC should continue to exist for the days that their authority was needed. There had already been two opportunities for bonds that the FCDA had turned down because the bonds were for redevelopment. Haddix said his position on the record was that he would back the EDC but keep the DAPC because they would be needed.

Fleisch said she recently attended the Georgia Academy of Economic Development. She had learned that there were many bonding avenues available now that had not existed when the DAPC was created in the 1970s. She noted that, in one of the classes, they had said a Downtown Development Authority could do redevelopment but that a Development Authority could not. Pennington confirmed this. Haddix argued that the Development Authority law included redevelopment.

Fleisch continued that the EDC position had been important and she supported filling it. However, there was a redundancy factor. The FCDA had been formed in 1993 to coordinate the efforts of the various separate entities as a single agency. Tyrone and Fayetteville had disbanded their authorities at that time. Fleisch then referenced a presentation Sturbaum had given during the budget debates that included looking at creating a stabilization fund and he and Haddix had proposed a 0.5 mill tax increase with 0.1 mill for the DAPC, 0.1 mill for the stabilization fund, and 0.3 for the DAPC. Sturbaum noted that the presentation was for discussion purposes as an example of a tax allocation model with earmarked funds.

Fleisch said she had asked Financial Services Director Paul Salvatore to run the relevant numbers, and did not think debt relief was feasible, so she asked him to put those numbers in the General Fund. This resulted in the City running at a deficit by 2014. Fleisch said there had been talk about DAPC members going to China, which the FCDA had done, and Brownfield development for Photocircuits, which the City was not going to have to be involved in due to the recent sales. She felt the result would have been a major redundancy competing with what the FCDA was doing and this was not the way to go.

Sturbaum noted there were outlying year projections, but he had brought forward opportunities for discussion. He said he understood the issue of redundancy, and the DAPC was not intended to compete but to complement. He had no problem with an EDC or with a DAPC and felt the City needed to retain its resources to retain businesses. The existing industries were always being courted by other locations. Sturbaum supported keeping the DAPC viable and getting an EDC working.

Haddix said he was not looking for anyone to compete with the FCDA and strongly supported that agency. He wanted an entity to fill the void that Fayetteville filled with their Downtown Development Authority. An opportunity came up for redevelopment on Crosstown and the FCDA turned it down because it was a Peachtree City redevelopment issue. That was appropriate because the FCDA was a county agency. The FCDA was one person on a limited budget, and that left some things for which the City had to be responsible. Haddix wanted to preserve the City's ability to do that. Haddix asked Herndon if he had misstated anything.

Herndon noted the FCDA worked closely with the City and had the first right for bonding in the County. If a project came to them that the FCDA did not feel comfortable with, they would defer it to the other agency. Fayetteville wanted to float the bond for their redevelopment project, so the FCDA had allowed that. If any issue came forward for which Peachtree City wanted to float a bond, the FCDA could do that for them. The Crosstown issue was a City issue, but the FCDA would have floated a bond if the City had requested it.

Todd Strickland, DAPC Chairman, said two years ago when the majority of Council was running for office, there had been many positive statements about supporting the DAPC. As the new officials took office, the DAPC was encouraged to have a more robust economic plan. They had been working closely with Sturbaum at the time and had a clear desire to work with and take marching orders from the City Council. Strickland acknowledged that the Council was elected by and responsible to the citizens, and he saw the DAPC as one tool to do so successfully.

Strickland said he appreciated the candor of the discussion so far that evening, but noted that neighboring communities had city development authorities that worked with their respective Councils and Counties. It was a shame this had become an either/or conversation. Most communities felt they could not have enough resources working on things like business retention. If the leadership was in place, Peachtree City could get all the resources working together, including DAPC, EDC, FCDA, Planning Commission, Airport Authority, developers, school board, and the myriad of others who played a role in business recruitment.

Strickland said his wife had asked him why he had fought to keep the DAPC together for the past year. The easy answer was to let it go, but the entire DAPC board cared about the community and felt the DAPC was a key element to the successful future of Peachtree City.

Strickland noted that good things were happening, but the days of Pathway Communities marketing the City were gone. It was incumbent on the Mayor and Council to get along to accomplish anything.

Caren Russell said the EDC had spoken at an HOA meeting and had never made a statement about the village concept being a failed concept. Haddix said the information came from his own HOA president.

Mike LaTella said the one thing being left out in the DAPC discussion was the City's inability to disassociate itself legally from DAPC action. The taxpayer paid $750,000 due to the Tennis Center management by the DAPC, although it was a different group. LaTella said the liability was much higher if the DAPC continued to issue bonds.

Scott Holliwell said he supported economic development and thanked the members of the DAPC for their efforts. He supported hiring an EDC and allowing him to work for two years. He said he had spoken with the former EDC several times and had never heard him say he supported big boxes, and was ashamed that the Mayor felt it necessary to drag his name through the mud that evening.

Scott Austensen also thanked the DAPC volunteers. He said he did not have a problem with the City spending resources on the DAPC activities, but he had great concern about the bonding authority of the DAPC. Peachtree City had to pay off debt never intended to be the citizens' debt. He asked Council, if they did not dissolve the DAPC, to eliminate its debt issuing authority.

Jan Stanfield said she was present for the next agenda item and was disgusted with the silly machinations of Council and said it was time for Peachtree City to move on with the business of the community.

Randy Boyett said he had reviewed the records of the DAPC that year, noting there were no policies in place for the organization's handling of funds. He said there was also no plan in place. He had been invited to the October 17 meeting on the village concept and he wondered why the village concept was important. Boyett said he had lived in Peachtree City six months before he even heard of it. Boyett noted the study cost $15,000 for Georgia Tech to perform, but had no plan for funding. He felt it was time to do something else that worked.

Mark Hollums, member of the DAPC, said the board had always supported the FCDA and was not intended to supplant them. Hollums said the Fayette County Chamber of Commerce was also a wonderful group that needed support.

Hollums continued that an engineer on the DAPC board had spent time researching the Brownfield issue and talking to people at the state about possible grants. The DAPC had looked at how the DAPC could assist the FCDA. One of the things suggested had been local economic gardening, growing local businesses in storefronts. The DAPC had worked closely with the owners of Braelinn Center to keep the businesses viable during the renovation. They had worked with the FCDA and the Board of Education on the Atlanta Christian College proposal. He said these types of efforts did not have an assignable dollar value but had been of tremendous value to the business community and fostered teamwork among the relevant agencies. Hollums said the Georgia Tech project was not so much a plan of what needed to happen as an exercise in seeing what could happen. The study would have cost $100,000 in the public market.

Strickland said it had been a pleasure to meet Boyett and to see interested citizens with valid questions. He said it was important to have safeguards in place based on things that had happened in the past, and the DAPC worked closely with its legal counsel and with the City's Assistant Finance Director. Boyett's review had found nothing illegal. Boyett agreed, but questioned many of the entertainment expenditures. Strickland said the entertainment expenditures involved working with local businesses.

Strickland elaborated on the Village Center study, saying the project started during the City's 50th anniversary and was designed to look at what it would take to keep the village centers viable for another 50 years. Representatives from many of the shopping centers participated in the study, and the study revealed that increased path access was what was necessary. The paths were the one thing unique to Peachtree City. At least one of the center owners requested the study results and subsequently filled their anchor space. Strickland encouraged the City to package the information from the study into a format all the centers could use to attract new tenants.

Iola Snow said the DAPC members were volunteers who gave their own time. Business people had business lunches to promote business. She said she did not understand the furor over getting rid of a modestly funded group of volunteers for a higher paid EDC position. She asked for a better explanation as to what the problems were.

Austensen said he had participated in the open records request and review of the Authority. He said if the DAPC had $150,000 and decided to purchase a piece of equipment, they could do so and the City would have no ability to review how the purchase was made. Austensen said he found it very troubling that there were no internal controls and no fiduciary control. Haddix clarified that the DAPC could not spend money unilaterally and that the Development Authority Law was very restrictive. Austensen said no one could provide him with a procurement policy for the DAPC. Haddix said he would forward a copy of state law.

Larry Burgess said the item was going on too long due to the issues still pending on the agenda.

Fred Brown, former Mayor, Council Member, and DAPC member, felt that the procedures in place for years had worked very well and he saw no reason to disband the authority.

Mike Murtaugh, member of the DAPC, expressed his thanks to those who had served with him on the DAPC. He said he had a passion for Peachtree City and his service had been a calling. The dysfunction currently on display was uncalled for and humiliating for Peachtree City. Murtaugh said he had worked with Herndon on two recent prospects, and one had come to him due to his participation on the DAPC. He implored Council to find a solution and quit making political pawns in the discussions.

Haddix asked again to move forward with proper vetting of a new EDC and retain the DAPC.

Learnard moved to dissolve the DAPC, to include all assets, debts, and rights and obligations devolving to the City of Peachtree City as shown in the resolution document. Fleisch seconded. Motion carried 3-2 (Haddix, Sturbaum).

11-11-07 Consider Memorandum of Understanding related to the development of the McIntosh Village retail center

Rast said a Memorandum of Understanding (MOU) was before Council for potential retail development on the McIntosh Village retail site. Staff had worked with two primary developers over the past five years. The first, submitted by Capital City Development, included a big box and abandonment of the streets. The project never moved forward and the development agreement expired. The property reverted to the bank and was marketed by BB&T. Staff met with them to explain the zoning process, and BB&T marketed the property to a number of developers. Staff met with several looking at the property before Trinity Development, former partner of Capital City Development, was ultimately selected as the developer.

The Planning Commission and some of the neighborhood groups reviewed a plan for a larger scale development, and the plan came to a Planning Commission workshop. There had been issues with the abandonment of Line Creek Drive and Line Creek Circle, and at the time, Council had given the understanding they were opposed to that option.

Trinity then reviewed its various options and came to the Planning Commission on September 22 with a plan to leave the roads intact and resubdivide the property and sell the lots individually. The applicant began marketing the property and came back to the Planning Commission in November with the first parcel applicant, a Racetrac gas station/convenience store. That submission prompted a discussion among staff, the Planning Commission, and some City Council members on what the City could do to obtain a more favorable development.

Rast said the discussion centered the City's ownership of the roads and right-of-way, which gave the City some leverage in seeing what was developed. Rast said the City had not done a good job of communicating what the City wanted to see, but had only reacted to proposals submitted by the developer. Rast said they started putting the elements into writing, working with representatives from Southern Conservation Trust (SCT), Planning Commission, Council, and the City Attorney to put the document together to make sure the list of items was comprehensive.

As background, Rast said there was a concept plat of subdivided parcels that was approved and there was a contract, Racetrac, for one of the parcels. The owners were continuing to market the current plan but was willing to work with the City on the MOU for how the property could develop.

Rast said the document before Council was broken down into several categories, including a development of an access road connecting this development to MacDuff Crossing, submittal requirements for the conceptual site plan, and a traffic study.

Rast noted that the property was located on the south side of Highway 54 West between Planterra Ridge and the Line Creek Nature Center. The former name of the area was the Line Creek Office Park, and two old buildings had been removed.

The concept plat approved by the Planning Commission left the existing roads intact and subdivided the property for retail development under the General Commercial zoning requirements. The zoning required a 75-foot transitional buffer between the commercial uses and Cardiff Park.

The Racetrac Neighborhood Market was on the December Planning Commission agenda for approval. This was a new concept with a smaller 5,000 square- foot store, covered gasoline island, access from Line Creek and right-in/right-out onto Highway 54. The developer was not interested in acquiring the part of the street in front of the Racetrac.

Rast said among the things the City would like to see was an enhanced buffer for both Cardiff Park and Line Creek Nature Area. The SCT had eventual plans for a visitors center to the nature area. Abandoning the roads and rights-of-way created a blank slate that allowed the developer to be more creative with the resulting project while maintaining additional buffers. Rast said that was the gist of the MOU, identifying what the City would like to see to give the developer that blank slate. Rast said the Planning Commission felt very strongly that this development needed to be connected to MacDuff Crossing as part of the master plan, as well as to support MacDuff Crossing. The connection would require approval from SCT due to its crossing SCT's entrance, and SCT had a resolution of support with some conditions. Rast noted that the hour was late and asked Council if they wanted more detail or an overview. Learnard suggested opening up the discussion for public content.

Haddix asked if an MOU locked the City into all the elements. Rast said the document was written as a goal, and the items were introductory and might depend on the prospective tenants and development. A development agreement would become more specific as to the imposition of requirements. Haddix said he did not want to lock into the elements he did not support. Learnard noted that the first paragraph noted it was a voluntary agreement to provide a framework for development.

Lynn Burgess, resident of Cardiff Park, said she had sat through three hours of meeting and asked for the full presentation.

Rast explained in more detail, saying the City owned the roads and the City could not give that to the developer. An appraisal had to determine the value and the City could accept cash payment or accept property of equal or greater value. That property exchange was where staff was hoping to enhance the buffers.

The eight conditions included the developer paying for the costs of the appraisal. The buffer would be deeded to the City as greenbelt. The second item was the access road to the Line Creek Nature Area, which was owned by the City and managed by SCT. The connection between the two retail developments would need to be a winding roadway rather than a straight shot (similar to Aberdeen Parkway). The intent was to connect the developments without providing a high-speed roadway. Rast noted MacDuff Crossing had a single point of access and this development would provide a paved connection and a paved gravel drive and parking area at the nature area. Rast noted that there were deed restrictions on the nature area property, and Pathway Communities had given SCT the authority to work with the City on the project. The connection was to allow shoppers to travel between developments without accessing Highway 54.

Rast said one of the big things SCT wanted was that this development have a pedestrian connection to the nature area. They also hoped for a freestanding restroom area, which the park currently did not have.

Rast said the size of the development was also an issue. The developer had interest from several tenants, and the agreement said if the development exceeded 150,000 square feet or a single tenant exceeded 32,000 square feet, the developer would still have to go through a rezoning and the Special Use Permit process.

Rast said once the developer had the tenants secured and knew the size of the building, the conceptual site plan would go through a workshop at a Planning Commission and approval at the next meeting. Staff would like to see the Line Creek Drive entrance remain and serve, with the Racetrac right-in/right-out, as the only access to Highway 54. The City had worked to reduce the number of curb cuts on the north side of Highway 54.

Regarding parking, Rast said retailers frequently established minimum parking standards, but the City had minimum standards as well and wanted to limit the parking development to the City's minimum, with 10% of the final parking number dedicated to golf cart parking.

Rast said the property also fell into the Highway 54 West Overlay District, which established additional requirements for the property. All this would go through the Planning Commission process and be advertised so the public could attend.

The next two stipulations dealt with the requirement of a traffic impact analysis once the size of the development was established. The developer would be required to provide a study, and if the study showed a traffic signal was warranted at Line Creek and Highway 54, the developer would have to pay for it. If a signal was not warranted, the developer would have to provide a letter of credit to the City in case a signal was warranted three years later.

No clearing or grading of the site would be allowed without plan approval. There were requirements addressing the rear of the building, screening, and limiting deliveries. No connection with Planterra Ridge would be allowed. The conceptual site plan would be formally adopted by development agreement and the zoning.

Rast said the Planning Commission felt strongly that the current zoning of GC General Commercial was a melting pot and allowed many uses that might not be desirable. Through the rezoning or Special Use Permit process, the City could add many more restrictions in lieu of allowing it to develop as pure GC.

Haddix asked Rast to review the Overlay District restrictions. Rast said the zoning of GC was the baseline that allowed the majority of commercial uses. The Overlay District identified the specific parcels in the corridor and added the overlay zoning. The overlay reflected a plan developed in 2002 that identified the type of development the City wanted to occur. The development on the north side, which was closer to the roadway with parking in the rear, was built according to the overlay. Tim Lydell of Cardiff Park said the latest version of this development started as early as January 2007, with two proposed superstores and concrete from the City limits to Planterra Way. The residents and the City felt that plan was not appropriate, and residents from the area began working against the developer to achieve a good plan. Some of the discussions had been heated. The residents came to understand that development would happen on the tract, and they needed to work with the developer to achieve a plan that came up to the high standards of Peachtree City, that would protect the immediate residents, and that would bring economic benefit to the City. Lydell noted that Jim Lowe, who was present as the developer that evening, had been involved in the discussions from the beginning.

Lydell continued that the group had ultimately come up with a plan that Council had passed 3-2, culminating in a Special Use Permit and an extensive agreement that exacted significant concessions from the developer. The plan brought in some big box stores that, while emotionally divisive, would have brought in economic benefit to the City through sales taxes and jobs. The plan had achieved the group's goals and would have been on par with The Avenue, but that plan was not to be. However, the City currently had an opportunity to achieve many of the same goals through the MOU. The concept plan approved in September was not good.

Lydell said Lowe was a man of honor and had listened to concerns and met requests throughout the process. He felt he would honor the MOU. The Cardiff Park Homeowners Association the previous week had included a discussion of the MOU. One hundred percent of those attending had supported the MOU, and Lydell said those were the people most immediately impacted by the development.

Caren Russell of Planterra Ridge echoed Lydell's statements that Jim Lowe had worked with the residents and was a man of honor. Russell thanked City Council, staff, and the Planning Commission for putting the MOU back on the table, and she noted the Planning Commission had unanimously recommended approval of the agreement. Russell said that recent surveys indicated Peachtree City residents supported keeping the current amenities and the look of the community, even if it meant paying higher taxes.

John Thibideaux of Cardiff Park commended those who came up with MOU. He said he was a retired builder/developer/broker, and the conceptual plan that left the roads intact was designed for failure. Businesses would not have the type of location they needed to survive. The MOU would restore a low-end development to something Peachtree City could be proud of. He encouraged council to adopt the MOU.

Iola Snow of Planterra Ridge encouraged Council to approve the MOU. She said the City needed larger stores because there was enough vacant small space in town. This development did not need to be the eyesore that Lexington had become.

Jim Lowe, Trinity Development, said his company accepted the terms outlined in the MOU.

Haddix said that, after the last plan, the City needed to make sure the studies were properly conducted. He felt the previous traffic and economic impact studies had been flawed, and the City needed to hire the consultants with the developer paying the fee, so study would be credible.

Sturbaum said he had no problem with the MOU. Learnard moved to approve the MOU for the McIntosh Village Retail Development. Fleisch seconded. Motion carried unanimously.

Sturbaum moved to extend the meeting beyond the 11:00 p.m. time limit. Learnard seconded. Motion carried unanimously.

11-11-08 Citizen Request to Address Council – Mr. Bill Posey, 505 Creekside Way

Posey addressed Council, saying he and his wife had moved to Peachtree City from Fayetteville following their retirement about a year ago. Posey said he was asking Council to help solve two issues relating to his neighborhood (Creekside Crossing) and Bradford Estates. He noted that he had sent a large volume of information to Council separately.

When he moved here, he was told by two separate officials that he would have to pay to repair a private pond that was designed and built as a stormwater runoff and the City had allowed it to deteriorate. Posey said this was the only pond in Peachtree City that was privately owned, and the owners included the Poseys, Mroseks, Lenoxes, Millars, and the Southside Church. The water flowing to the pond came from Robinson Road. The dam had totally eroded.

Posey said there was a warranty deed provided to Mr. Sherm (owner prior to the Millars) by the Equitable Life Assurance Society of the United States stating the City had an easement to build and maintain a pond. Posey noted the pond did not have an emergency overflow, which meant if the dam breached, it would be because there was nowhere for the water to go.

Posey then showed an image of the watershed for the pond, saying it extended almost two miles from Crosstown Road to Ebenezer Road, and up Robinson Road. The pond was built around 1990, and Robinson Road was later upgraded with curb and gutters by Fayette County before the City of Peachtree City would accept ownership. That upgrade channeled the water from Robinson Road to the pond. Following a complaint by John Mrosek, the City added a wall to filter the water from Robinson before it discharges into the pond.

Posey said that a report on the pond indicated the corrugated metal pipe was not big enough to support the pond and noted the lack of emergency spillway. The City's recommendation would not address the inadequate pipe size. Posey said there was also a problem with trees on the dam due to neglect. Posey also noted a headwall on the drain side of the pond that had fallen off eight years previously and had not been repaired.

Posey said his second issue was to ask Council to place a stay on the permit approved by the Planning Commission for the Southside Church expansion. The church was planning a detention pond. Posey said the 2007 Schnabel Report had not been used in the approval process for the Southside Church parking lot expansion and the report said the dam was going to breach if the problem was not corrected. Posey said Council had not agreed to accept future financial responsibility for the pond, and the legal documents said the City had that obligation.

11-11-09 Consider Professional Services Agreement with VC3 for Technology Assessment

City Manager Jim Pennington said Council had the memo discussing the professional services. Several weeks ago, it came to his attention that City was prepared to purchase $400,000 of new computer equipment. Discussions with staff revealed concerns that it was a mammoth task to make the conversion. What started as an effort to assist the Information Technology department to implement the new hardware led to additional questions about changes in the technology environment. Pennington sad staff concluded the City needed another assessment (the last one was in 2003) to make sure the City was not spending money foolishly.

Pennington said the assessment would demonstrate whether the City needed to move forward with the existing plans or needed to alter those plans. Pennington recommended using the firm used in 2003, VC3, and noted he had worked with them in other communities as well.

Sturbaum asked for some changes on the Master Services Agreement, moving forward but working with VC3 on modifications relating to governance of third party software, liability on data retention, and other issues. Pennington said that was an excellent idea.

Sturbaum moved to approve the agreement subject to further modifications by himself and Meeker. Learnard seconded. Motion carried unanimously.

<u>Council/Staff Topics</u>

Pennington noted that the City had reached the six-month mark on the outside storage display (walking signs) ordinance changes and there had not been any major issues.

Sturbaum moved to enter Executive Session to discuss personnel issues and pending or threatened litigation at 10:57 p.m. Learnard seconded. Motion carried unanimously.

Sturbaum moved to reconvene into regular session at 11:30 p.m. Learnard seconded. Motion carried unanimously.

Sturbaum moved to create a second Assistant Finance Director position to advertise in place of the Accounting Manager Position. Imker seconded. Motion carried unanimously.

There being no further business, Sturbaum moved to adjourn the meeting. Fleisch seconded. Motion carried unanimously. The meeting adjourned at 11:32 p.m.

Betsy Tyler, City Clerk

Don Haddix, Mayor

City Council of Peachtree City
Meeting Minutes
December 1, 2011

The City Council of Peachtree City met on Thursday, December 1, 2011, at City Hall. Mayor Pro Tem Eric Imker called the meeting to order at 7:00 p.m. Other members attending were Vanessa Fleisch, Doug Sturbaum, and Kim Learnard.

Announcements, Awards, Special Recognition

Imker and Fire Marshall Dave Williamson recognized Miss Trinity Jones for Lifesaving Actions in reporting a fire at a neighboring home.

Citizen Comment

There was none.

Agenda Changes

There were none.

Consent Agenda

1. **Consider Policies with Respect to Tax-Exempt Debt for Peachtree City**
2. **Consider Cancelling December 15 Meeting**

Sturbaum moved to approve the Consent Agenda. Learnard seconded. Motion carried unanimously.

Old Agenda Items

09-11-04 Consider Amendments to Section 1130 of the Land Development Ordinance Regarding the Tree Removal Permit Process

City Planner David Rast said Council had reviewed the ordinance several times, and on November 17, Council had endorsed the revised Frequently Asked Question (FAQ) handout and directed staff to bring forward ordinance amendments that followed those procedures.

Rast said staff was proposing that the ordinance go into effect January 1 so that staff could help to educate the public on the new process during December. Staff also wanted to update Council in two months after implementing the program to see if any minor adjustments would be required.

Learnard asked Rast to review the proposed fines and penalties that would be imposed if trees were removed without the appropriate permits. Rast said, in those cases, Code Enforcement would cite the offender into Municipal Court, and the Court could levy fines of up to $1,000 and impose sentences of up to six months in jail per offense. Rast noted that there had been few instances resulting in this outcome, but it was available via the ordinance.

Learnard asked if the online permit would be web-fillable or if users would have to print or email it. Rast said staff was working to make both options available. Once approved, the applicant would be notified via a phone call or email. Cases requiring staff to visit the site should be handled within a couple of days. Learnard noted the FAQ gave a limited web address for the forms, and Rast said that would be modified once the form was finalized and available on the site.

Learnard asked Rast what circumstances could result in denial of a permit. Rast said trees within buffers and easements could not be removed unless dead or diseased. Specimen trees were identified and staff would meet with residents asking to remove such to explore alternatives, such as removing limbs in lieu of the entire tree.

Learnard moved to approve the ordinance with an effective date of January 1, 2012. Fleisch seconded. Motion carried 3-1 (Sturbaum).

New Agenda Items

12-11-01 Public Hearing – Consider Request to Rename a Portion of the Former Rockaway Road to Meade Field Drive

Rast said staff was proposing two street names, the first for the section of Rockaway Road that remained after the Georgia Department of Transportation realigned Rockaway to Highway 74 South. The remaining section was still used to access the Meade Fields Recreation Complex and the Peachtree City Recycling Center. Staff was proposing to name the road section Meade Field Drive.

No one spoke during the public hearing.

Sturbaum asked the Police Chief and Fire Chief how emergency calls were addressed from the area and whether the location was identified as Rockaway Road. The Chiefs confirmed that people generally said they were at Meade Field.

Sturbaum moved to approve the name of Meade Field Drive for the former section of Rockaway Road. Fleisch seconded. Motion carried unanimously.

12-11-02 Public Hearing – Consider Request to Name an Existing Access Drive to Fieldhouse Drive

Rast explained that this was really a housekeeping issue. The access drive from Kedron Drive to the Fieldhouse had never been named. It was originally constructed by the Board of Education during the development of Kedron Elementary School. The City extended the roadway when the Fieldhouse complex was built, but that complex had an address on Kedron Drive.

Rast said that, with the increase in personnel working out of the Fieldhouse, staff felt it was appropriate to name the access road to Fieldhouse Drive (not Lane, as noted in the packet). Staff had checked with the 911 Center, which had no concerns. Rast said the Board of Education had not voiced a concern either.

No one spoke during the public hearing.

Fleisch moved to name the access road to the Kedron Fieldhouse and Aquatic Center Fieldhouse Drive. Learnard seconded. Motion carried unanimously.

12-11-03 Public Hearing – Consider Variance Request, 110 Lanyard Bend

Rast said the variance request was for a home built several years ago on a 0.486-acre lot at the end of Lanyard Bend. The property was zoned R-10, and the home was located at the rear of the pie-shaped lot and backed up to Peachtree Parkway, a lot on Perch Point, and the two lots on Lanyard bend.

The applicants purchased the property with the intent of making improvements to the home and retaining it as their retirement home. They submitted a proposal that included enclosing the rear deck, but staff noted that would encroach into the rear setback. Staff also found two existing encroachments into the setback that predated the new owners' purchase of the house.

The two existing encroachments had been resolved through the administrative variance processes.

Rast continued that R-10 zoning had a 30-foot rear setback. The site was heavily wooded, and the existing deck was not considered a structure because it was not 30 inches in height. However, if the deck were enclosed as a screened porch, it would be considered a structure, and the deck extended 7.6 feet into the setback.
Rast said the closest neighbor was the lot on Perch Point, where the home was located toward the front of the lot, leaving a fairly significant separation between the two homes.

Staff reviewed the variance criteria with respect to this request. One of the homeowner's concerns was the spouse's allergies to bees and stinging insects, and they wanted the screened porch so that she could enjoy her property.

Staff was recommending approval of the variance. The two adjoining neighbors had provided letters of support, and this followed the goal of trying to improve homes in existing neighborhoods with minimal impact to adjoining properties. The applicant was present to answer questions.

No one spoke during the public hearing.

Sturbaum noted that he did not see any concerns or issues, and staff had established the variance process to address unique situations of this nature.

Fleisch asked if the applicant had a survey done when they purchased the home. Rast said they did not and the survey was done as part of the building permit application due to the apparent proximity to the setback. Fleisch clarified that only the existing deck was being covered and there was no expansion planned. Rast said that was correct.

Imker asked about any precedent set by the variance. Rast said staff supported the variance in the section relating to the Comprehensive Plan because the older areas of the City would either go through the redevelopment process or the homes would start to decline. The Comprehensive Plan noted that encouraging people to invest in their homes would help to prevent that decline. The applicant had purchased the home with the goal of making those improvements.

Imker noted that the memo also noted extraordinary conditions and that granting the variance did not constitute the granting of special privileges inconsistent with the limitations placed on other properties.

Sturbaum moved to approve the variance request as presented by staff. Learnard seconded. Motion carried unanimously.

12-11-04 Consider Bid – Rescue 8 Replacement
Imker noted that Council had a memo on the dais with a price change.

Fire Chief Ed Eiswerth said staff was recommending that Council award the bid to Fouts Brothers Fire Apparatus in the amount of $195,200 to replace Rescue 8. The vehicle had been proposed for replacement for several years, most recently in 2009 for $175,000. Since that time, requirements had changed, which increased the price slightly. The lowest bid did not meet the specifications, so staff was recommending the second lowest bidder.

Learnard asked if the City had purchased from this vendor before. Eiswerth said the City had not, but many others had, and staff had visited the plant and confirmed their references. The company was local (Metro Atlanta).

Learnard asked for the lead-time to receive the vehicle, and Eiswerth said six months. The vehicle was a Ford 550 Chassis. The compressed air pump was a new technology for the City's maintenance personnel, so there would be some additional training required.

Sturbaum moved to approve the bid for the Rescue 8 Replacement as presented. Learnard seconded. Motion carried unanimously.

12-11-05 Discuss Kroger Request to Amend Alcohol Ordinance for Wine Tastings
Thomas Friedheim, the Division Wine Trainer for Kroger, explained that Kroger had identified 10 stores in Georgia as target stores for this program, which would have in-house wine tastings as an education program for their customers. He said that, where the program had been introduced, both sales and customer satisfaction had increased. Kroger asked to include the program at the Kedron store in Peachtree City.

Imker noted that staff was asking whether to pursue an ordinance that would allow this type of function. Council expressed no concerns and Imker noted staff could proceed with the ordinance amendment.

Council/Staff Topics
Imker noted that this was Council Member Sturbaum's last meeting and thanked him for his service, saying that he would be invited back in January for a formal recognition of his service.

Sturbaum moved to enter Executive Session for threatened or pending litigation at 7:37 p.m. Fleisch seconded. Motion carried unanimously.

Sturbaum moved to reconvene into regular session at 8:00 p.m. Learnard seconded. Motion carried unanimously.

There being no further business, Sturbaum moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 8:01 p.m.

Betsy Tyler, City Clerk	Don Haddix, Mayor

City Event Calendar

January	February	March
1/1 – New Year's Day 1/2 – New Years Day Celebrated, City Offices Closed 1/3 – Council Workshop (Tentative), 6:30 1/5 – City Council Meeting, 7 pm 1/16 – MLK Holiday, City Offices Closed 1/19 – City Council Meeting, 7 pm	2/2 – City Council Meeting, 7 pm 2/7 – Council Workshop (Tentative), 6:30 2/16 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/6 – Council Workshop (Tentative), 6:30 3/9 & 10 – City Council Retreat 3/15 – City Council Meeting, 7 pm
April	**May**	**June**
4/3 – Council Workshop (Tentative), 6:30 4/5 – City Council Meeting, 7 pm 4/19 – City Council Meeting, 7 pm	5/1 – Council Workshop (Tentative), 6:30 5/3 – City Council Meeting, 7 pm 5/17 – City Council Meeting, 7 pm 5/28 – Memorial Day, City Offices Closed	6/5 – Council Workshop (Tentative), 6:30 6/7 – City Council Meeting, 7 pm 6/21 – City Council Meeting, 7 pm
July	**August**	**September**
7/3 – Council Workshop (Tentative), 6:30 7/4 – Independence Day, City Offices Closed Parade, Fireworks 7/5 – City Council Meeting, 7 pm 7/19 – City Council Meeting, 7 pm	8/2 – City Council Meeting, 7 pm 8/7 – Council Workshop (Tentative), 6:30 8/16 – City Council Meeting, 7 pm	9/3 – Labor Day, City Offices Closed 9/4 – Council Workshop (Tentative), 6:30 9/6 – City Council Meeting, 7 pm 9/20 – City Council Meeting, 7 pm
October	**November**	**December**
10/2 – Council Workshop (Tentative), 6:30 10/4 – City Council Meeting, 7 pm 10/18 – City Council Meeting, 7 pm	11/1 – City Council Meeting, 7 pm 11/6 – Council Workshop (Tentative), 6:30 11/15 – City Council Meeting, 7 pm 11/22 & 23 – Thanksgiving Holiday, City Offices Closed	12/1 – Hometown Holiday 12/4 – Council Workshop (Tentative), 6:30 12/6 – City Council Meeting, 7 pm 12/20 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City Offices Closed

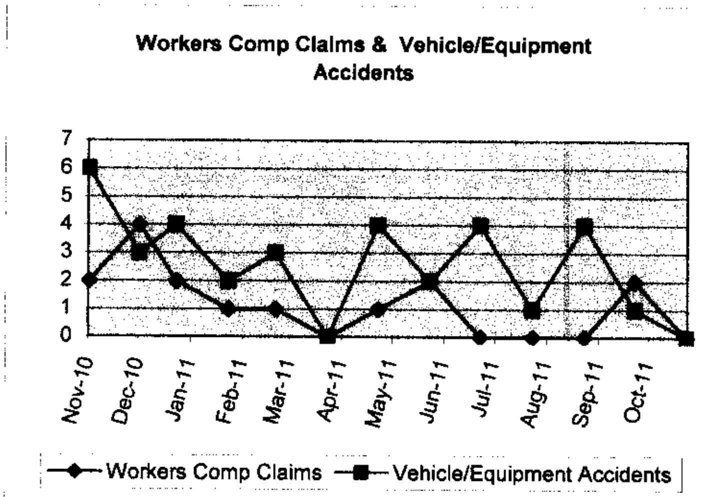
*Note: Items in **BOLD** are new additions*

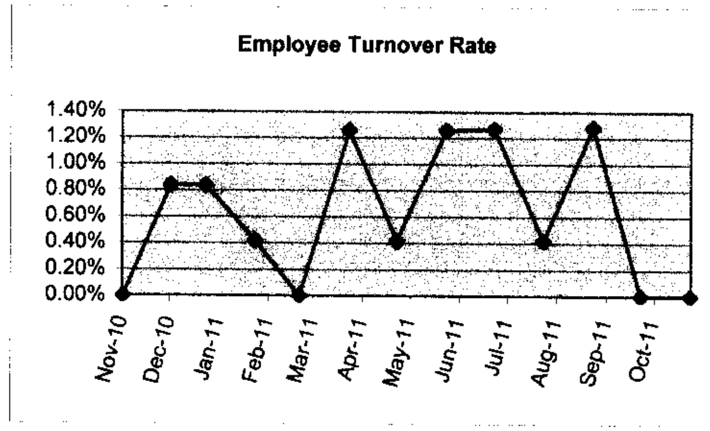
Updated 12/15/2011

Administrative Services

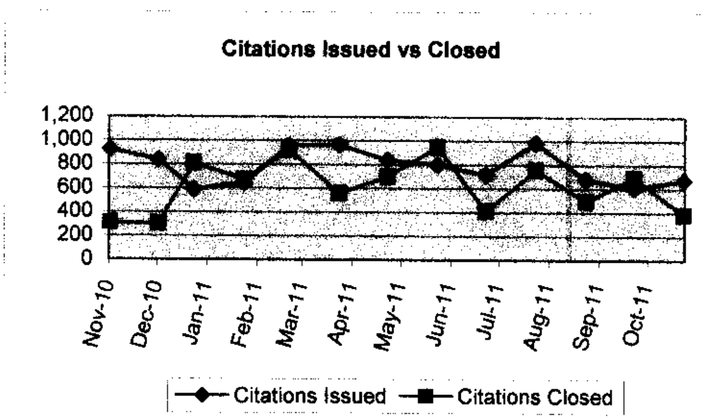
Monthly Report

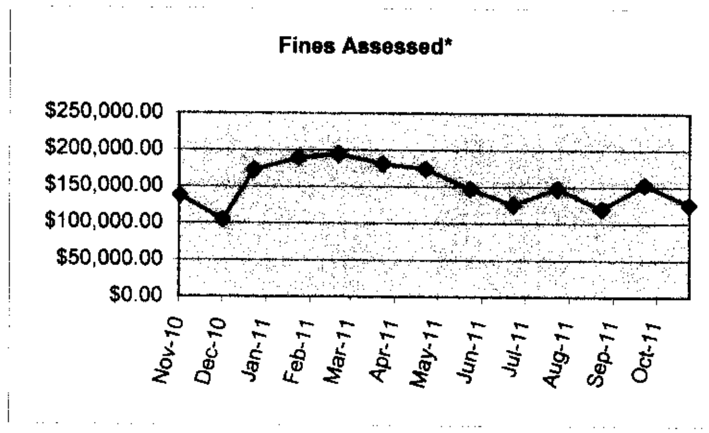
Human Resources & Risk Management

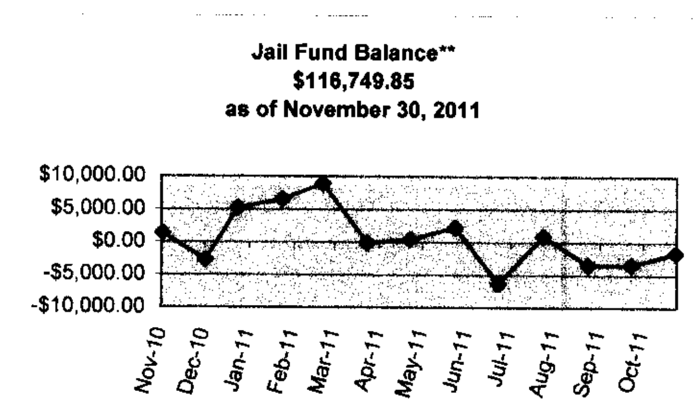




Municipal Court







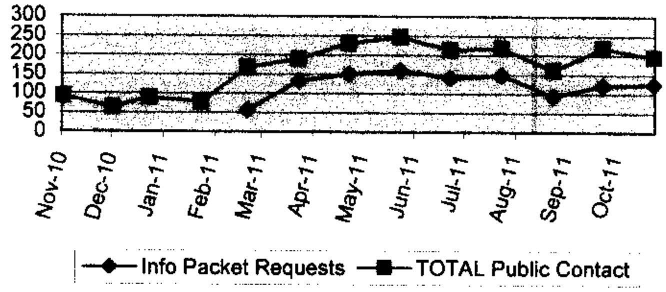
* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies. The monies reflected above are not the actual revenues received; for revenue received, please refer to Financial Services report "General Fund Revenues Received: Fines & Forfeitures"

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

Administrative Services
Monthly Report

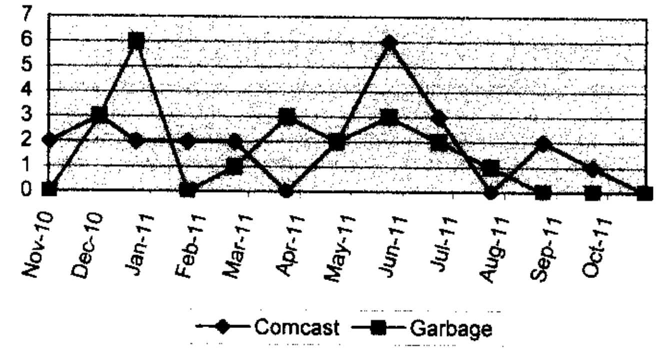
Public Information

Public Contact / Comments / Questions

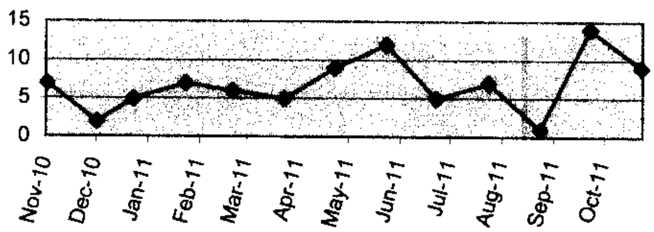


NOTE: Packet Request form added to web site 3/21/2011

Complaints by Type

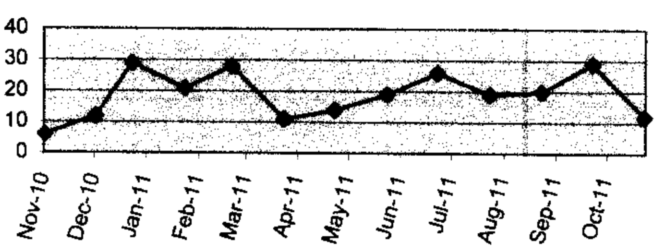


Open Records / Discovery Requests

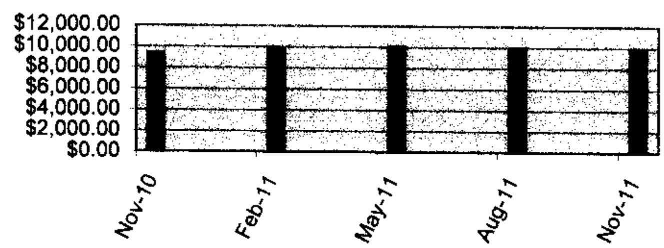


City Clerk

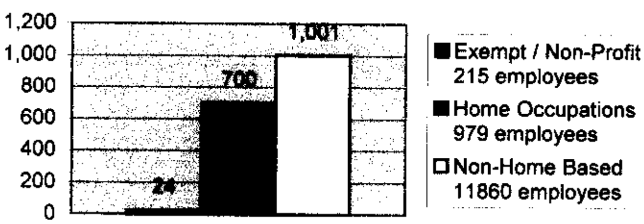
New Businesses Registered



Sanitation Franchise Fees



Registered Businesses
November 30, 2011



Total Registered Businesses: **1,725**

Total Employment from Registered **13,054**

Top 10 Employers by # of employees:

1. NCR
2. Cooper Lighting
3. Panasonic
4. Hoshizaki
5. Wal-Mart
6. Kroger (Kedron)
7. Kroger (Braelinn)
8. World Airways
9. Alenco
10. Randstad

City Council Monthy Report

As of: 12/16/2011

DEPARTMENT: PLANNING & ZONING
SUPERVISOR: DAVID RAST
FISCAL YEAR: 2012
CREATOR: KATHY GRAY

COMPARISON CHART

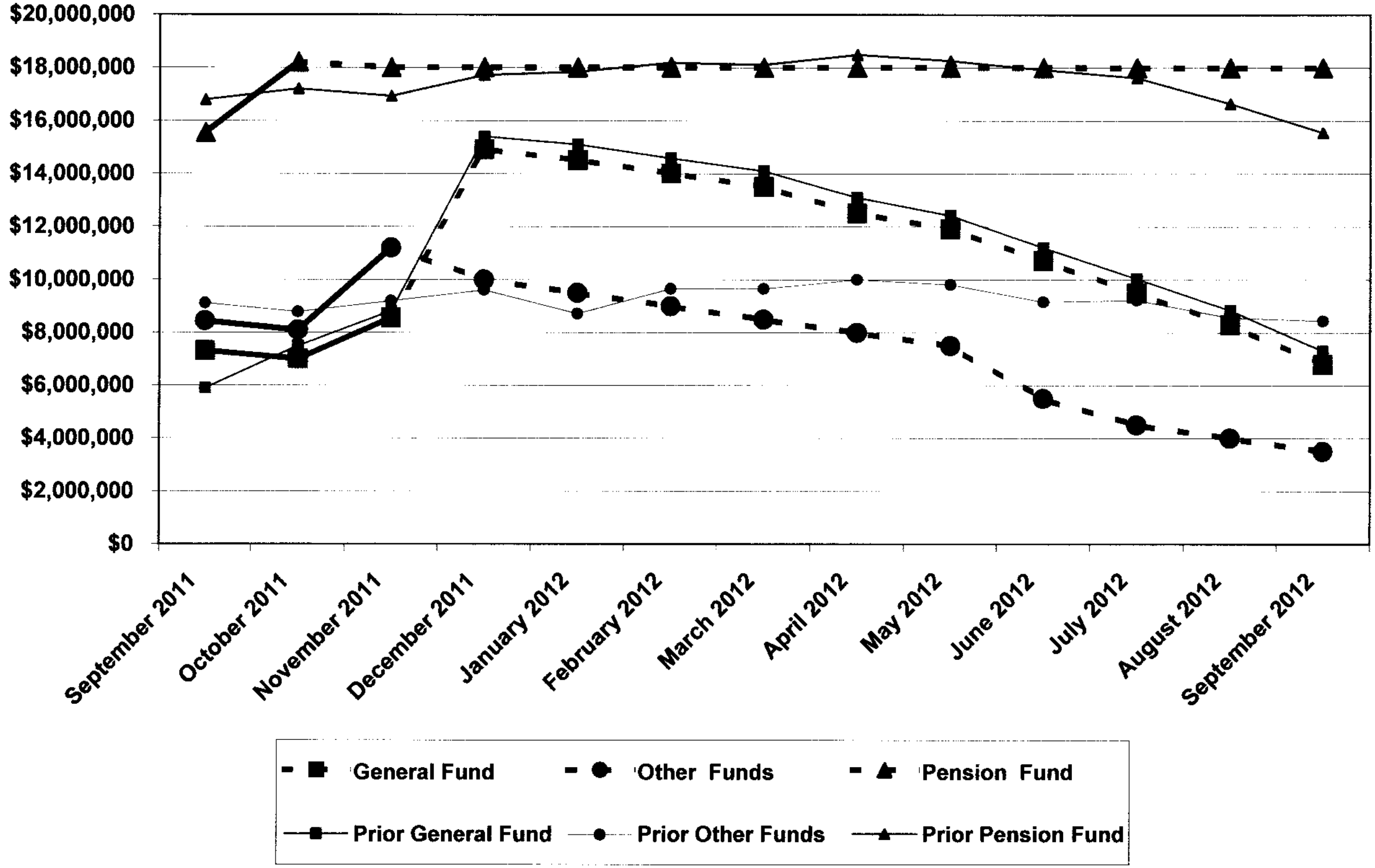
MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD FY 2012	OCT of FY 2011	OCT of FY 2010
BUILDING DEPARTMENT															
RESIDENTIAL BUILDING PERMITS															
Single Family Units:	1												1	1	8
Single Family C.O.'s	3												3	4	4
Multi Family Units:	0												0	0	0
Multi Family C.O.'s	0												0	0	0
Miscellaneous*:	34												34	27	88
INSPECTIONS:	155												155	154	324
NON-RESIDENTIAL BUILDING PERMITS															
New Construction:	0												0	0	0
Non-Residenital C.O.'s	10												10	2	8
Expansion\Renovation\Tenant Finish:	2												2	15	12
Miscellaneous*:	0												0	0	0
INSPECTIONS:	104												104	82	NA
DEVELOPMENT PERMITS	1												1	2	5
POPULATION ESTIMATE^	38,677												38,677	36,811	36,735
BUILDING PERMIT FEES	$24,472												$24,472	35,243	$20,463
PLANNING DEPARTMENT															
Sign Permits:	$800												$800	$430	NA
Banner/ Special Event Permits:	$525												$525	$215	NA
New Construction Plan Reviews:	$400												$400	$959	NA
Other Plan Reviews\Permits±:	$736												$736	$1,690	NA
Resubmittals:	$0												$0	$0	NA
Fire Department Permit Fees:	$700												$700	$1,671	NA
TOTAL PLAN REVIEW FEES	$3,161												$3,161	$4,965	NA
TOTAL FEES COLLECTED	$27,633												$27,633	$40,208	

* Miscellaneous permits are: Fences, Pools, Additions/Renovations, Reroofings, etc

^ Based on 2.09 people per residenital CO

± Other plan reviews: Soil Erosion permits, Land Disturbance Fee, Site Plan & Final Site Plan reviews

CITY OF PEACHTREE CITY
FISCAL YEAR 2012 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE TWO MONTHS ENDED NOVEMBER 30, 2011

PERCENTAGE OF BUDGET YEAR COMPLETED 16.67% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 11,766,742	$ 3,337,299	$ (8,429,443)	28.36%
Franchise Taxes	2,603,612	82,723	(2,520,889)	**3.18%**
Local Option Sales Tax	6,520,000	1,065,425	(5,454,575)	**16.34%**
Other Sales & Use Taxes	704,550	113,141	(591,409)	**16.06%**
Business Taxes	2,254,651	1,632,864	(621,787)	72.42%
Licenses & Permits	641,637	156,547	(485,090)	24.40%
Intergovernmental/Grants	300,020	28,500	(271,520)	**9.50%**
Charges for Services - Other	953,750	66,832	(886,918)	**7.01%**
EMS Billings	502,988	36,444	(466,544)	**7.25%**
Fines & Forfeitures	1,254,964	191,561	(1,063,403)	**15.26%**
Investment Income	76,974	5,725	(71,249)	**7.44%**
Other Revenue	110,448	34,040	(76,408)	30.82%
Other Financing Sources	1,154,905	51,991	(1,102,914)	**4.50%**
Total General Fund Revenues	$ 28,845,241	$ 6,803,092	$ (22,042,149)	23.58%
Surplus Carryover	(1,238,625)			
Total General Fund	$ 27,606,616			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 452,542	$ 52,680	$ 399,862	11.64%
Administrative Services	1,301,704	170,662	1,131,042	13.11%
Financial Services	1,166,806	205,449	961,357	**17.61%**
Police Services/Code Enforcement	7,148,427	1,194,203	5,954,224	**16.71%**
Fire/EMS Services	6,626,769	1,097,814	5,528,955	16.57%
Public Works/Buildings & Grounds/Engineering	4,444,247	620,283	3,823,964	13.96%
Community Services	4,323,674	579,692	3,743,982	13.41%
Non-Divisional:				
Unemployment Insurance	48,000	-	48,000	0.00%
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	26,757	26,757	-	**100.00%**
Transfer to Development Authority	7,500	7,500	-	**100.00%**
Transfers to Other Funds	2,457,760	174,350	2,283,410	7.09%
Liability Insurance	89,243	-	89,243	0.00%
Litigation Services	100,000	30,342	69,658	**30.34%**
General Administration/Miscellaneous	46,318	42	46,276	0.09%
Budgeted Savings	(633,131)	-	(633,131)	0.00%
Total General Fund	$ 27,606,616	$ 4,159,774	$ 23,446,842	15.07%

HOTEL/MOTEL FUND REVENUES

Description	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	$ 796,280	$ 152,875	$ (643,405)	19.20%

HOTEL/MOTEL TRANSFERS OUT

Type	2012 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 265,427	$ 50,958	$ 214,469	**19.20%**
Transfer to Tourism Association	530,853	101,917	428,936	**19.20%**
Total Hotel/Motel Transfers Out	$ 796,280	$ 152,875	$ 643,405	**19.20%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF NOVEMBER 30, 2011

SUMMARY OF OVER $10,000 EXPENDITURES APPROVED BY CITY MANAGER NOVEMBER 2011			
Description	**Vendor**	**Award**	**Date**
None			

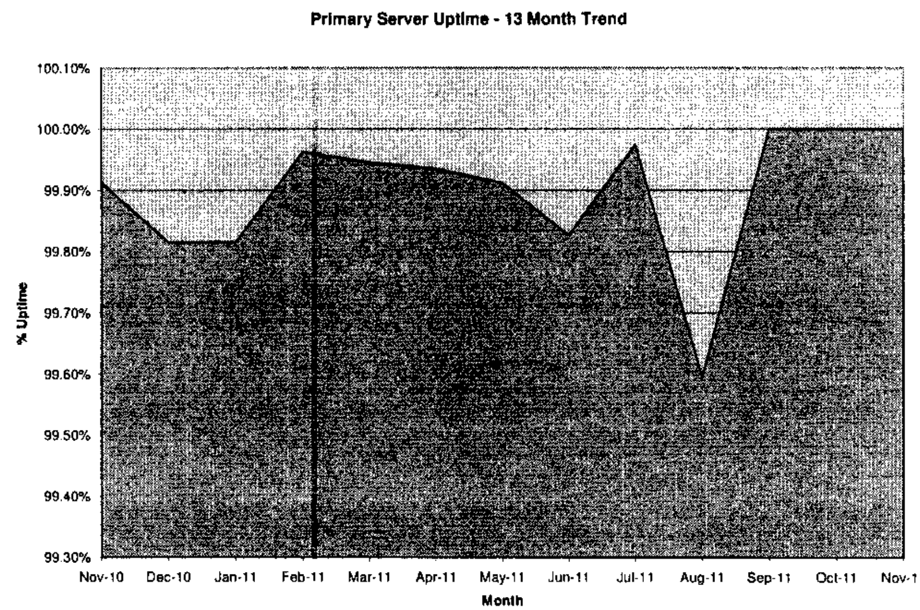
PURCHASING REPORT FOR MONTH ENDED November 30, 2011 AND November 30, 2010		
Activity	**Fiscal Year 2012**	**Fiscal Year 2011**
Purchase Orders / Requisitions Processed	262	246
City Store Requisitions Processed	14	16
Sealed Bids Requested	8	5
Requests for Proposals	0	0
Bids Awarded	0	0
Requests for Proposals Awarded	0	0
Contracts Prepared	0	1
Electronic Auction	0	0
Fixed Assets Purchased	3	0
Community Room - Audio		
T650 Bobcat Compact Tractor		

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
NOVEMBER 2011

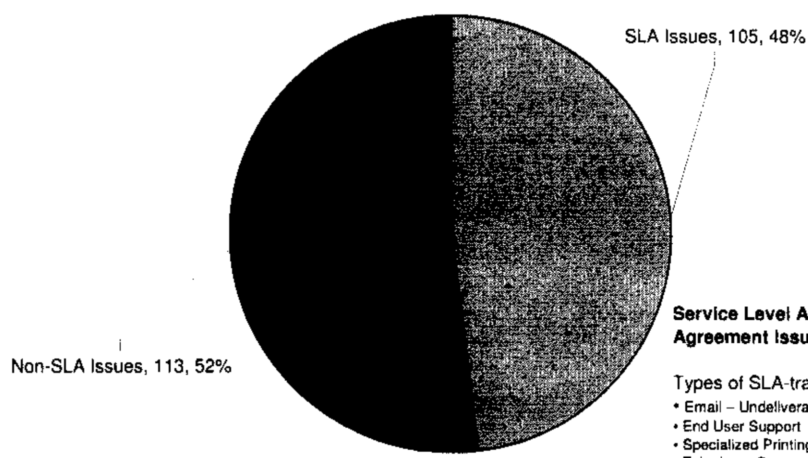
<u>CITY HALL</u>		
Cooper Lighting (In-Kind)	Flag Pole Flood Light	471.45
<u>POLICE</u>		
WalMart	CERT	1,000.00
TOTAL MONTH OF NOVEMBER 2011		$1,471.45

City of Peachtree City
Information Technology Statistics and Trends
For Period Ending November 30, 2011
Report Date – December 28, 2011

Server Uptime and Technology Issue Statistics



Service Level Agreement (SLA) Issues vs Non-SLA Issues, November 2011



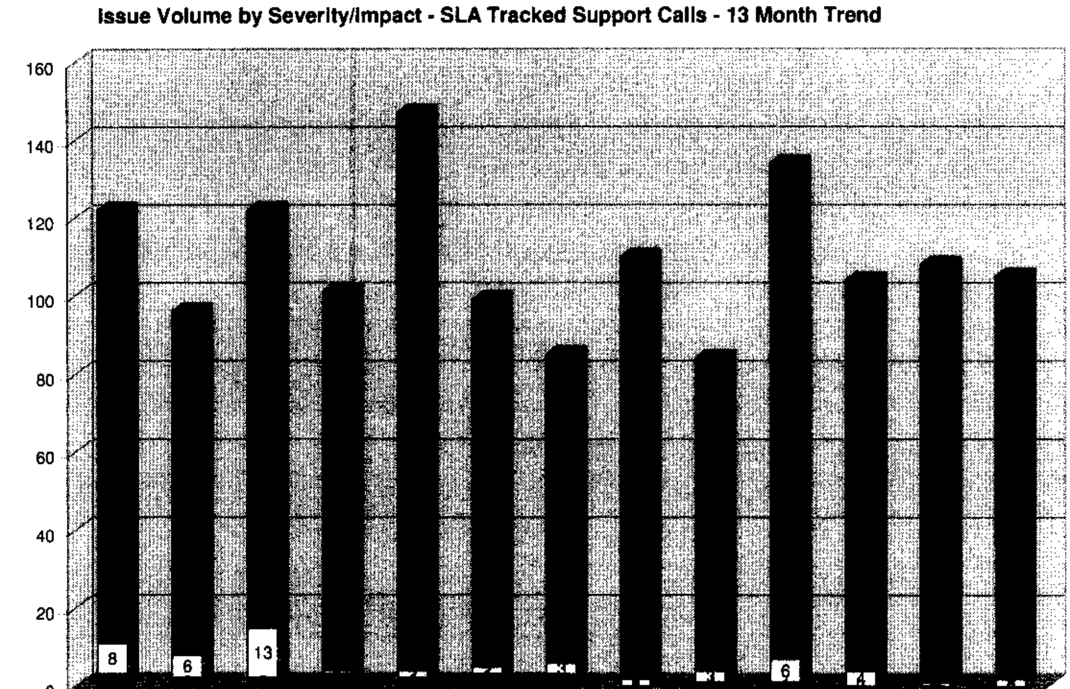
Service Level Agreement (SLA) vs. Non-Service Level Agreement Issue Types

Types of SLA-tracked issues:
- Email – Undeliverables & Quarantines
- End User Support
- Specialized Printing Requests
- Telephone System Issues & Requests
- Virus/Spyware Infection
- Outages

Types of non-SLA issues:
- AV Setup Requests
- Custom Database/Web App Maintenance
- GIS Requests
- Maintenance/Move Requests
- Projects
- Requests Not Technical in Nature
- Training Requests
- Video Requests

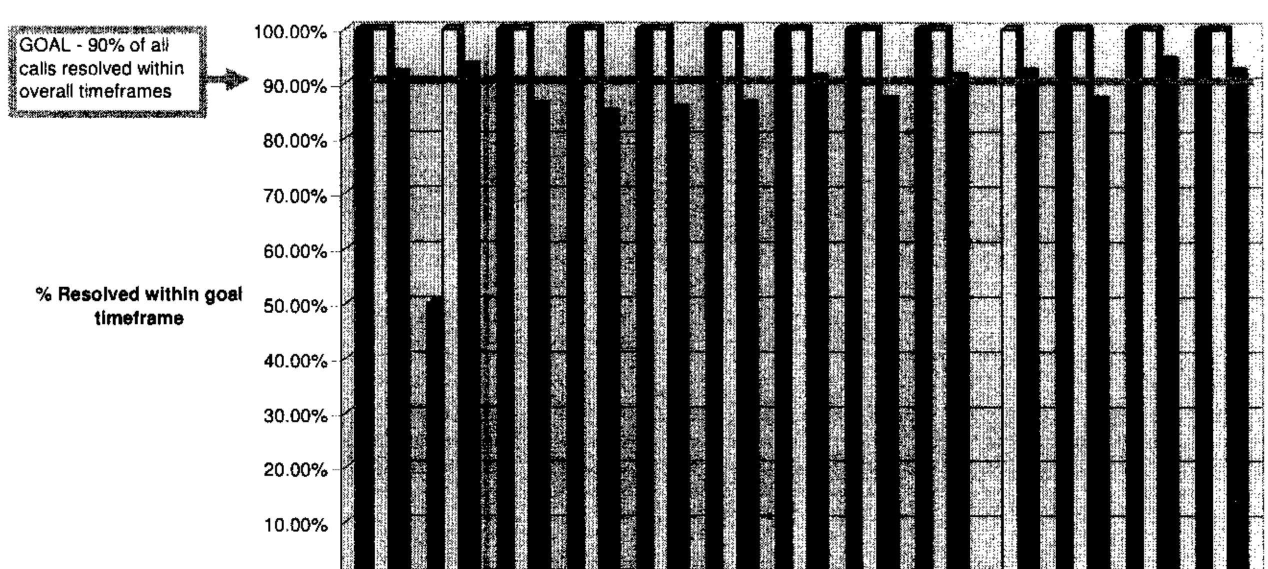
Peachtree City IT Statistics (continued)

Issue Volume by Severity/Impact - SLA Tracked Support Calls - 13 Month Trend



	Nov 2010	Dec 2010	January 2011	February 2011	March 2011	April 2011	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011
Number of "Normal" Issues	111	88	107	97	143	94	79	108	80	127	100	107	103
Number of "Important" Issues	8	6	13	1	2	2	3	2	3	6	4	1	2
Number of "Emergency" Issues	3	2	2	3	2	3	3	0	1	1	0	0	0

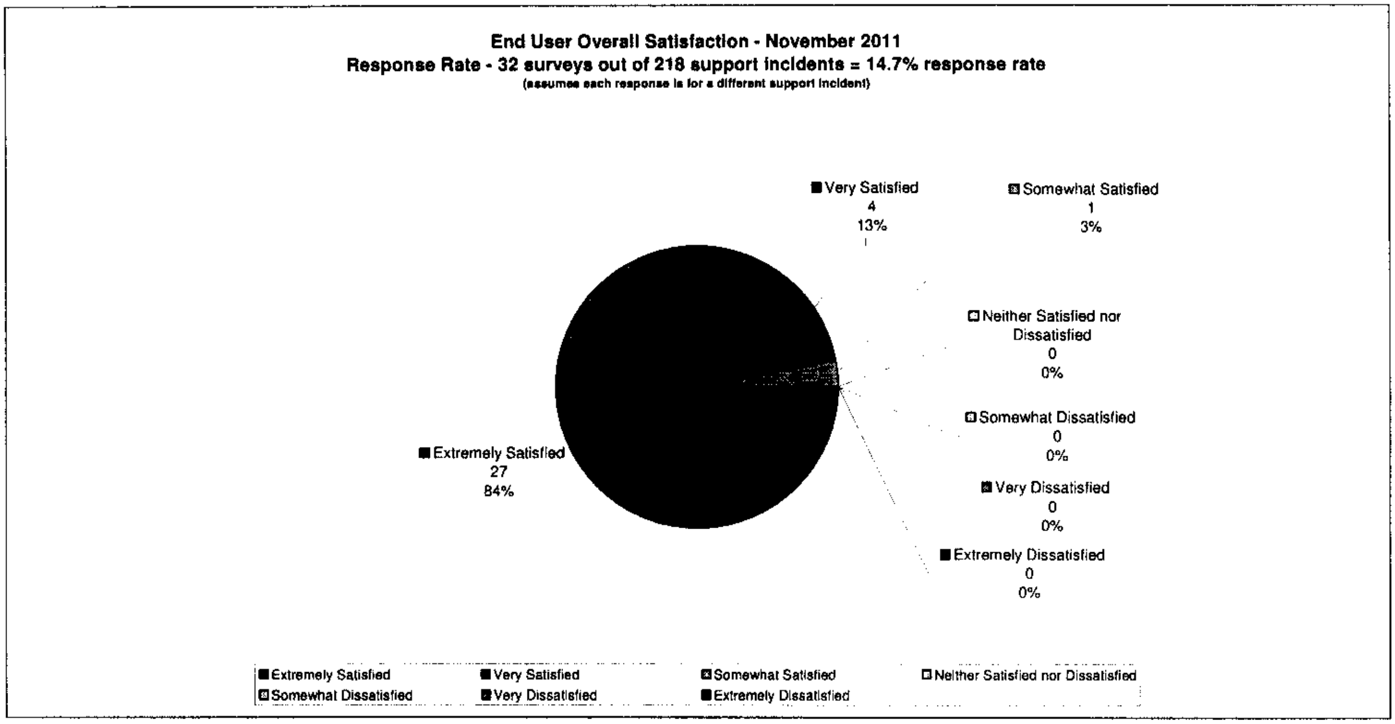
SLA - Call Resolution Goal Analysis - 13 Month Trend



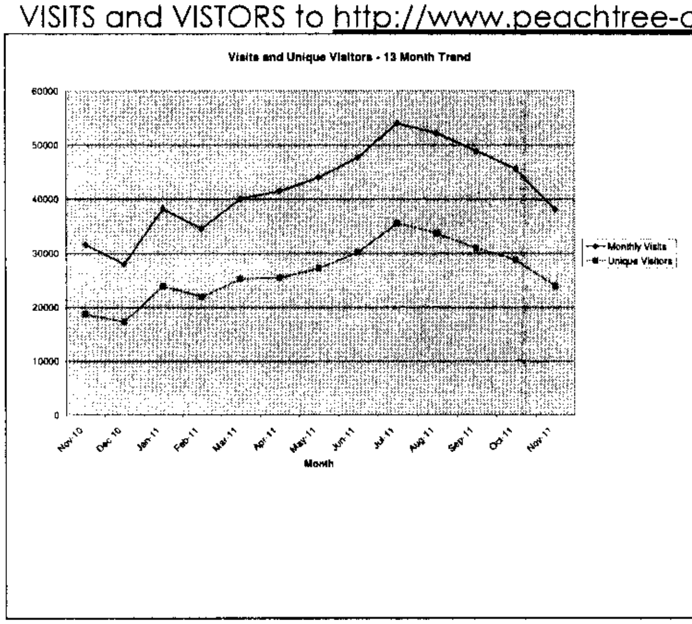
	Nov 2010	Dec 2010	January 2011	February 2011	March 2011	April 2011	May 2011	June 2011	July 2011	August 2011	September 2011	October 2011	November 2011
Emergency Issues - % Resolved within 1 hour	100.00%	50.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	0.00%	100.00%	100.00%	100.00%
Important Issues - % Resolved within 4 business hours	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Normal Issues - % Resolved within 12 business hours	91.89%	93.18%	85.98%	84.54%	85.31%	86.17%	91.14%	87.04%	91.25%	92.13%	87.00%	94.39%	92.23%

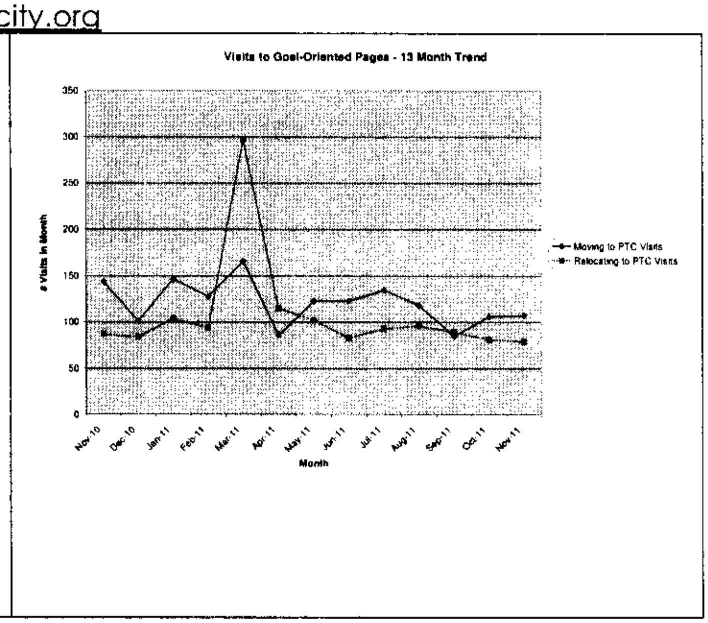
Peachtree City IT Statistics (continued)

End User Satisfaction Statistics



VISITS and VISTORS to http://www.peachtree-city.org





PEACHTREE CITY FIRE/RESCUE
MONTHLY REPORT
November 2011

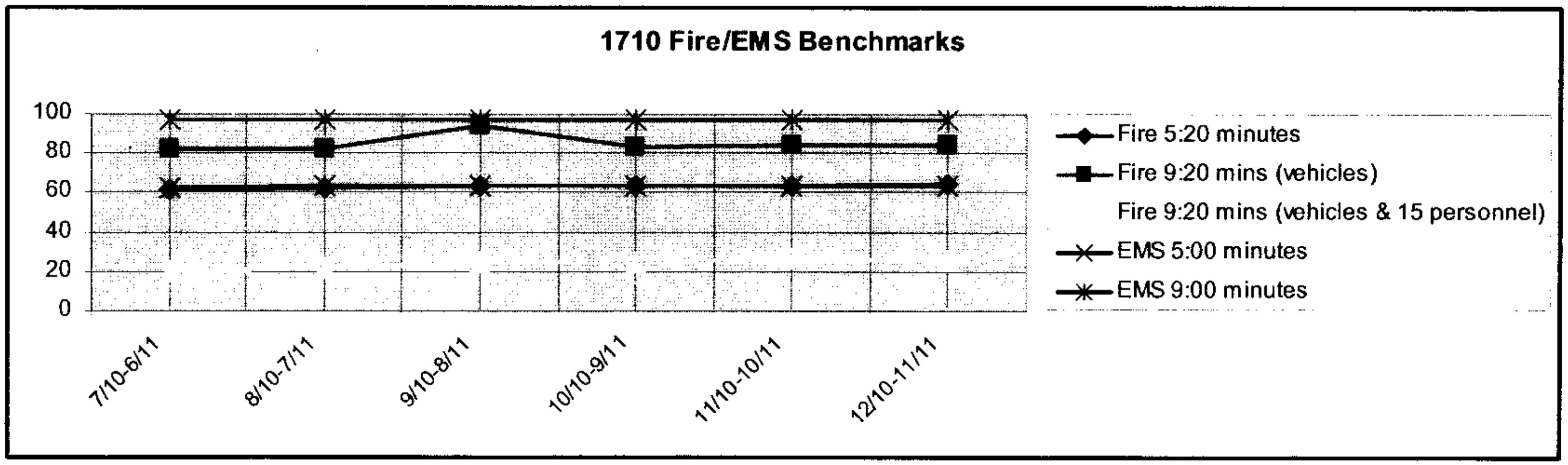
RESPONSE BENCHMARKS (Nov 10 – Nov 11)

A) ***63.9%*** **B) 83.3%** **C) 26%** **D) 63.3%** **E) 97.3%**

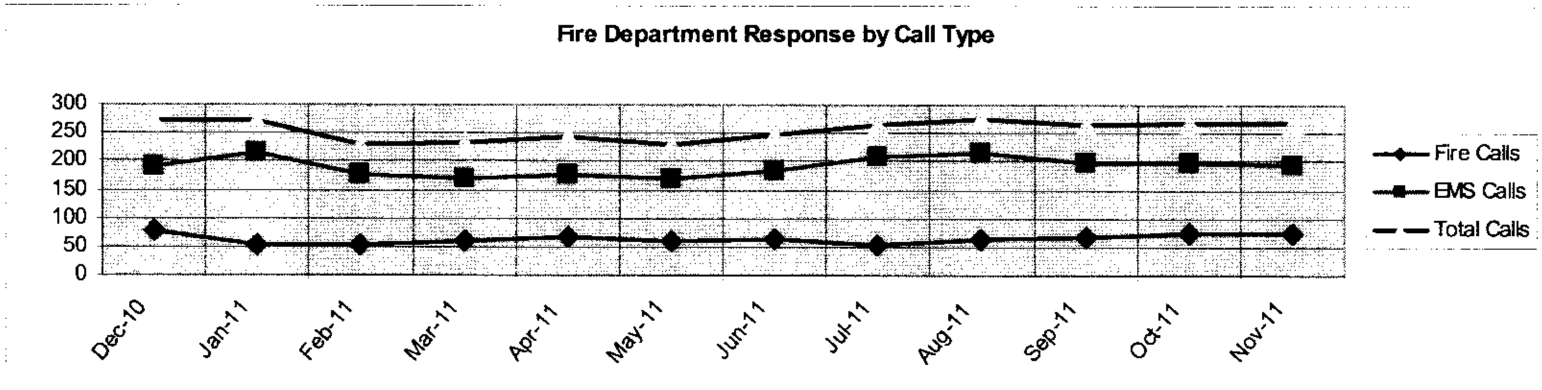
Benchmarks are based on NFPA 1710 Standards as follows:

A) Fire Call: First arriving Engine Company arrives in 5 minutes 20 seconds from notification 90% of time. (Engine & 4 Firefighters)
B) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (2 Engines,Aerial,Squad,Ambulance)
C) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (15 Firefighters)
D) EMS Call: First arriving EMS Unit arrives in 5 minutes from notification 90% of time. (EMS Unit & 2 EMTs/Paramedics)
E) EMS Call: Second arriving EMS Unit arrives in 9 minutes from notification 90% of time. (EMS Units & 4 EMTs/Paramedics)

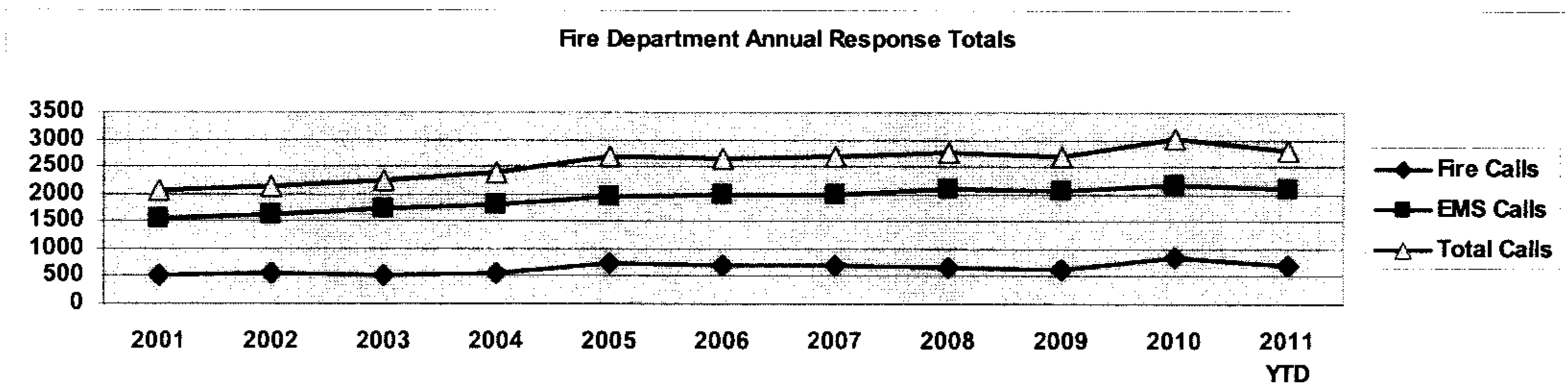
RESPONSE BENCHMARKS (6 MONTH LOOK-BACK)



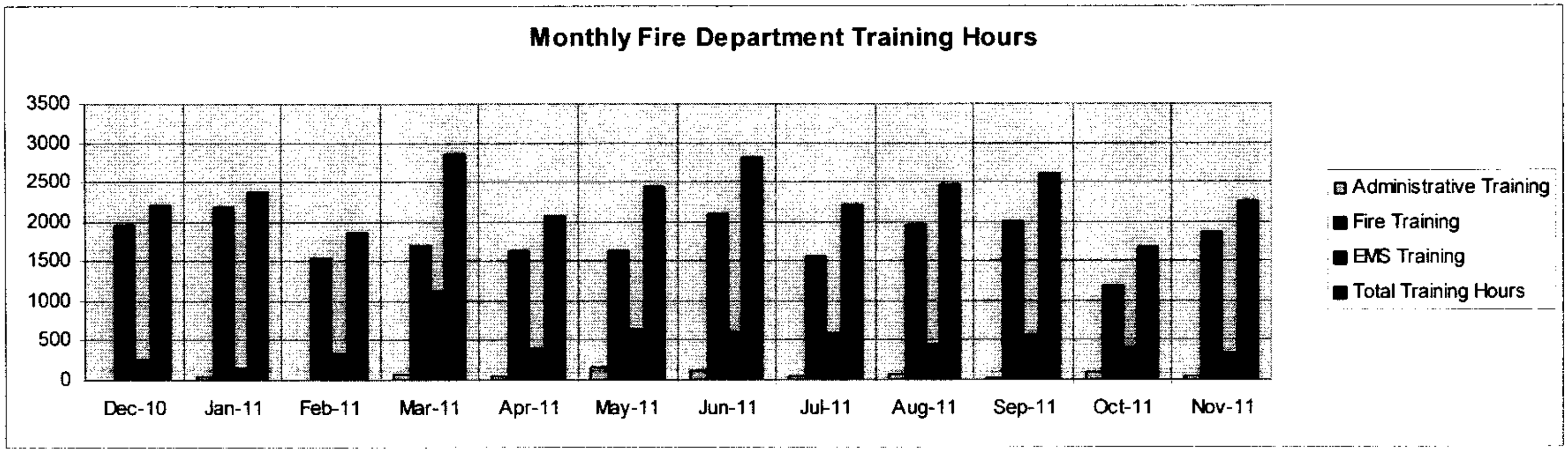
MONTHLY RESPONSES (Last 12 Months)



TOTAL ANNUAL RESPONSES (PAST 10 YEARS)

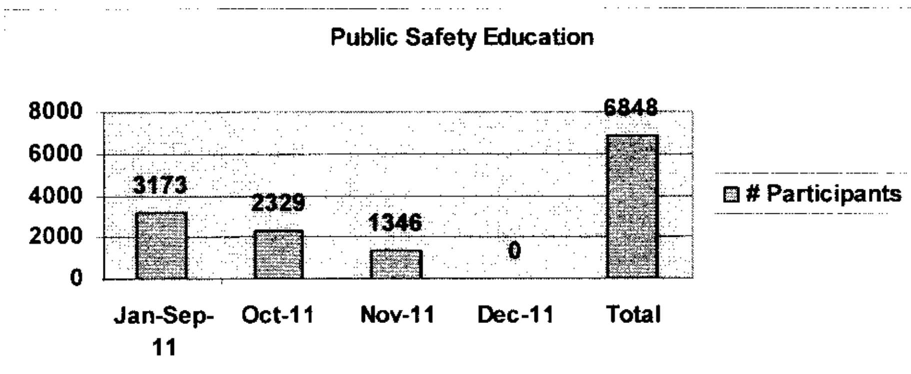


TRAINING HOURS (Last 12 Months)



QUARTERLY FOCUS AREA

Every Quarter the Fire Department has a different focus. This area of the monthly report will show where the department is in accomplishing its goal or requirement. The following are the focus areas and how many items must be completed or done per quarter. The charts will change with the quarter changes.



GOALS
Jan-Mar (Inspections-1011)
Apr-Jun (Hydrants-1704)
Jul-Sep (Pre-Plans- 1006)
Oct-Dec (Public Education-3500)

FY2012 MONTHLY REPORT
LIBRARY

														FY2012	FY2011
ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	YEAR-TO-DATE	YEAR-TO-DATE
Items - Acquired	Num.	406	283											689	837
Items - Circulated	Num.	40,844	36,885											77,729	76,958
Items - Loaned to Other Libraries	Num.	1,330	1,150											2,480	2,356
Items - Borrowed From Other Libraries	Num.	2,321	1,910											4,231	4,154
Class Visits	Num.	2	0											2	0
Group Meetings	Num.	33	34											67	86
Monthly Traffic	Num.	22,511	18,561											41,072	44,140
Children's Programs	Num.	22	10											32	31
Number of Participants	Num.	1,561	222											1,783	867
Adult Programs	Num.	3	3											6	5
Number of Participants	Num.	71	41											112	68
Revenue from Overdue Book	Dls.	3,198	4,348											7,546	6,636
Revenue from Copies Made	Dls.	631	794											1,425	1,181
Reference Assistance	Num.	1,710	1,334											3,044	2,836
Internet Usage	Num.	3,072	2,772											5,844	5,886
Volunteers	Num.	38	31											69	94
Number of Hours Worked	Num.	333	213											546	725
eBook/Audio Downloads	Num.	774	894											1,668	n/a

Notes: Circulation is slightly up YTD. Revenues from both overdues and copies are up as well, which hasn't happened in a few years. eBook downloads continue to be popular. Vendors are coming out with new platforms in 2012. Staff will be meeting with reps to determine which direction we will go next year. Are we getting the most bang for our buck with GADD/Overdrive or should be invest in another service? As ebook popularity continues to grow. this service will become more and more important to our operation.

PEACHTREE CITY POLICE DEPARTMENT
2011 MONTHLY REPORT

	NOVEMBER 2011	OCTOBER 2011	2011 Calendar Year to Date	2010 Calendar Year to Date
PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary				
TOTAL PART I CRIMES	**39**	**43**	**436**	**439**
DUI ARRESTS	9	18	156	158
DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)				
TOTAL DRUG ARRESTS:	4	4	80	63
OTHER ARRESTS				
PROPERTY CRIMES	17	20	171	209
PERSON CRIMES	6	6	58	83
CITY ORDINANCES	38	50	479	523
TRAFFIC OFFENSES	29	25	282	361
OTHER	20	32	358	503
CALLS ANSWERED:	**5,519**	**5,590**	**63,111**	**51,280**
TRAFFIC:				
CITATIONS ISSUED	648	618	8,588	9,167
WARNINGS	772	818	10,549	10,618
ACCIDENTS	99	111	1,003	964

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	6
HWY 54 / PEACHTREE PARKWAY	5
HWY 54 / MARKET PLACE CONNECTOR	5
HWY 54 / PLANTERRA	2
HWY 74 / MARKET PLACE CONN	2

Code Enforcement Monthly Report
November 2011

Case Types	New Cases	Notice of Violations		Citations	Unfounded
		Reactive	Proactive		
Cleanliness of Premises (Grass)	5	1	4	0	0
Cleanliness of Premises (Trash)	27	2	22	1	2
Cleanliness of Premises (Automobiles)	39	1	38	0	0
Parking Restrictions	19	0	18	0	1
Accessory Use to Dwellings	12	1	11	0	0
Signs Violations	33	17	16	0	0
Rehabs	1	1	0	0	0
Miscellaneous	12	9	2	1	1
Subtotals		32	111		
TOTALS	148	143		2	4

Signs Confiscated	91
Tree Removal Permits Processed	78
Total Trees	338

Parks Monitor Monthly Report
November 2011

Activity	Count
Citizen Requests	0
Parks Checked	110
Safety Hazards Reported	0
Warnings Issued	0
Citations Issued	0

Public Works Monthly Reports

Activity Description	Unit	November-11	FY2012 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	1	1.5	3
Average time to respond to a citizen complaint and assign action	Days	5.2	3.8	5
Streets				
Street Patching	Hrs.	149	149	2,500
Street Crack Sealing	Hrs.	0	0	435
Street General Maintenance	Hrs.	503	1,365	2,000
Storm Water Maintenance	Hrs.	234	358	2,500
Cart Paths				
Cart Path Paving	Ft.	1,655	2,155	21,000
Cart Path Litter Removal	Hrs.	90	193	1,250
Time to remove trees on paths once reported	Days	1	1	2
Cart Path Drainage Maintenance	Hrs.	214	537	1,450
Cart Path General Maintenance	Hrs.	524	920	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days	1	1	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	15	21	500
Contracted Services				
Time for contractor to remove trees once notified	Days	2.0	3.0	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	2.0	2.7	2
Time for contractor to remove dead animals and debris from road once notified.	Days	1.0	1.0	1
Fleet Maintenance				
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	5	4.9	3
Average time to complete a preventative maintenance on a Heavy Truck	Hrs	N/A	9.0	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	8	8.0	6
Ratio of time spent on preventative maintenance versus other repair items		2 TO 1.39	0	2 to 1

Note: General maintenance line items include activities not included in paving operations. These include but are not limited; storm clean up, litter removal, curb repair etc.

CITY OF PEACHTREE CITY
RECREATION REVENUE
AS OF NOVEMBER 30, 2012
WITH COMPARISONS TO NOVEMBER 30, 2009, 2010, & 2011

RECREATION REVENUE	ACTUAL THRU NOVEMBER FY 2009	ACTUAL THRU NOVEMBER FY 2010	ACTUAL THRU NOVEMBER FY 2011	ORIGINAL BUDGET FY 2012	BUDGET ADJUSTMENTS	CURRENT BUDGET FY 2012	ACTUAL THRU NOVEMBER 2012
Program Fees - Recreation	$ 4,981	$ 3,553	$ 1,964	$ 187,533	$ -	$ 187,533	$ 3,608
Programs Fees - Kedron	8,653	5,266	17,580	145,000	-	145,000	20,078
Program Fees - Gathering Place	2,521	4,412	2,147	18,437	-	18,437	4,013
Facility Rental - Recreation	75	460	1,416	9,612	-	9,612	240
Facility Rental - Kedron	360	400	1,255	7,247	-	7,247	2,280
Facility Rental - Gathering Place	765	719	533	7,745	-	7,745	2,693
Program Fees - Pool Revenue	11,259	4,204	8,729	150,517	-	150,517	-
Program Fees - Rec Pool Revenue	-	-	-	20,000	-	20,000	275
	$ 28,613	**$ 19,013**	**$ 33,624**	**$ 546,091**	**$ -**	**$ 546,091**	**$ 33,185**

Recreation Programming notes- Kedron, Glenloch and The Gathering Place were used for voting on the 8th. The Campus, a local private school has used Kedron for their home basketball games on the 15th and 29th. Kedron hosted a Nike Elite basketball camp during Thanksgiving break. Summer softball finished up on the 7th with 1,290 players on 64 teams. The fall volleyball leagues finished up in November as well with 210 players on 26 teams. Flag football finished up on the 27th with a total of 118 players on seven teams. Two of our teams were invited to participate in the GRPA State Flag Football Tournament scheduled for December. The November Blood Drive at The Gathering Place had over 60 people participating. The Garden Club meeting had 60 people in attendance. The AARP hosted a safe driving class on the 3rd. Glenloch hosted some special training days the the Police Dept. throughout the month. There were just under 100 participants in 18 various classes at Glenloch this month.

Special Events Notes- The BMX association has Christian Music Nights at the track all month on Tuesday nights and some races on the 5th and 19th. We hosted a wedding at Luther Glass Park on the 5th. The American Legion Post 50 performed a Flag Retirement Ceremony at Drake Field on the 5th as well. There was a Veterans Day celebration at Falcon Field on the 12th. Braelinn Elementary hosted the Braelinn Fun Run at their school on the 12th. We hosted a Cross Country Event at the Braelinn Recreation Complex

Tournaments Notes- We had a USSSA youth baseball tournament at the BSC Complex on Saturday, 6th. We hosted a NSA One Pitch Softball Tournament at the Meade Adult Fields on the 11th.

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term
Term of Appointment

November 2011
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
David Conner Chairman *10/07/10 - 9/30/13*	15	15	14	1	06/13/2011	**93%**
Aaron Daily *10/10/11 - 9/30/14*	15	2	2	0		**100%**
Frank Destadio, Vice Chairman **(Appointed to fulfill Joe Frazar's unexpired term)** *4/21/11 - 9/30/12*	15	8	6	2	07/11/2011 08/08/2011	**75%**
Patrick Staples *10/01/96 - 9/30/12*	15	15	15	0		**100%**
Lynda Wojcik *02/23/09 - 9/30/13*	15	15	14	1	03/21/2011	**93%**
Robert Napoli Alternate *10/01/11 - 9/30/12*	15	2	1	1	10/10/2011	**50%**

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)
Term of Appointment

November-11
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Kai Wolter *07/15/2010 - 12/31/11*	10	10	10	0		**100%**
Mark Ballard *Until no longer Recreation Commission Chairman*	10	10	10	0		**100%**
Sherri Smith Brown *7/15/10 - 12/31/11*	10	10	9	1	11/16/2011	**90%**
Tim Dunlap *1/1/2011 - 12/31/2012*	10	10	5	5	01/19/2011 05/18/2011 09/21/2011 10/19/2011 11/16/2011	**50%**
Don Haddix *1/1/11 - 12/31/11*	10	10	10	0		**100%**
Bill Rial *1/1/11 - 12/31/2012*	10	10	6	4	07/21/2010 04/20/2011 09/21/2011 11/16/2011	**60%**
Becky She *7/15/10 - 12/31/11*	10	10	8	2	3/19/2011 04/20/2011	**80%**

COMMISSION/AUTHORITY ATTENDANCE RECORD

LEISURE SERVICES COMMISSION

October 17, 2011

Five (5) year terms

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 *1/8/08 - 12/31/12*	7	7	7	0		**100%**
Joe Keubler *12/18/09 - 12/31/13*	7	7	7	0		**100%**
Vince Obsitnik *1/1/11-12/31/15*	7	7	5	2	1/24/11 3/21/11	**71%**
Eric Snell *1/1/10-12/31/14*	7	7	6	2	05/16/2011 10/17/11	**86%**
Shayne Robinson *1/1/09-12/31/11*	7	7	7	0		**100%**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Interim City Manager** PT for JM

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

DATE: **December 28, 2011**

SUBJECT: **Designation of City's Legal Organ**
January 5, 2012, City Council Meeting

Recommendation:

That Council again designate the *Fayette County News/Today in Peachtree City* as the legal organ for the City of Peachtree City.

Discussion:

Each year, the City of Peachtree City must designate the official legal organ in which notices of public hearings, millage rate, and other notices required by state law and City Ordinance will run.

County legal organs are designated by the Probate Court Judge, Sheriff, and Superior Court Clerk, and the newspaper must have a paid circulation component. The designated Fayette County legal organ for 2012 will remain the *Fayette County News/Today in PTC*.

Although municipalities have more latitude in designating their legal organ, state law stipulates that certain municipal legal ads run in the County legal organ. This includes bond notices, police seizures, municipal court ads, condemnation proceedings, distilled spirits sales and licensing, and nuisance abatement ads. Further, local businesses advertising for articles of incorporation or dissolution and registration of trade names must advertise in the legal organ of the County. Notices for Peachtree City properties in foreclosure, estate transfers, adoptions, and public sales would also continue to run in the County legal organ.

As the long-time legal organ of the County and Peachtree City, the Tuesday *Fayette County News/Today in Peachtree City* is the publication that residents associate with all legal ads, and in which many local ads would continue to run.

Staff is recommending that the City designate the *Fayette Daily News/Today in PTC* as the legal organ for 2011 to ensure correct placement of legal ads, to maintain the lowest possible expenses for the City, and to provide a single source for the community to access legal ads.

Budget Impact:

Because it is a continuation of an existing rate for budgeted expenditures, appointing the *Fayette Newspapers/Today in PTC* would have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager** PT for JM

DATE: **December 28, 2011**

SUBJECT: **Indemnification Resolution**
January 5, 2012, City Council Agenda

Recommendation:

That Council adopt the attached resolution indemnifying City elected and appointed officials (except officials of authorities) and employees.

Discussion:

Each year, Council adopts a resolution indemnifying officials and employees and agreeing to defend and pay judgments rendered against them for acts or omissions performed or neglected to be performed by them in the course of their employment or association with the City. This indemnification does not apply to individuals who act oppressively, maliciously, corruptly or without authority, nor does it apply to city authorities that function autonomously and have their own liability coverage.

Budget Impact:

Legal representation for this type of claim is included under the umbrella of the City's Liability Insurance Policy.

Attachment

NV/pd

COUNTY OF FAYETTE
CITY OF PEACHTREE CITY

RESOLUTION #____________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY REGARDING POTENTIAL LIABILITY OF CITY ELECTED OFFICIALS, APPOINTED OFFICIALS, AND EMPLOYEES

WHEREAS, the City of Peachtree City is a municipal corporation duly chartered and incorporated by the State of Georgia; and

WHEREAS, as a result of certain decisions by State and Federal Courts, elected and appointed officials and employees of the City may be subject to suits seeking to hold those persons personally liable for damages: and

WHEREAS, elected and appointed officials, employees, and other individuals may be subject to formal complaints under the City Code of Ethics; and

WHEREAS, the City Council deems it to be in the best interest of the City to indemnify, defend, and protect City elected and appointed officials and employees from certain liability,

IT IS THEREFORE, RESOLVED THAT:

The City of Peachtree City shall indemnify, defend and pay any and all judgments rendered against any City elected official or appointed official (with exception of officials of authorities) or employee for any and all suits brought against them for any acts or omissions performed or neglected to be performed by them in the course of their employment, or association with the City.

The City of Peachtree City shall provide legal counsel to any elected official, appointed official, employee, or other individual who is investigated under the City's Code of Ethics (with the exception of officials of authorities) for representation before the Ethics Board, the investigation conducted by the Ethics Board, and any action taken by Council. Such legal counsel shall be selected by the individual requesting representation from a panel of three attorneys compiled by the City Staff selected from the attorneys on the approved list of lawyers maintained by GIRMA.

The indemnification shall not apply to those individuals who acted oppressively, maliciously, corruptly, or without authority of law as defined under O.C.G.A. §36-33-4.

This resolution shall remain in full force and effect until such time as it may be amended or repealed by a subsequent resolution of the City Council.

SO RESOLVED, in open session assembled pursuant to law. This 5th day of January 2012.

____
Mayor

____

____

____

____

ATTEST: ______________________________
Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO:	Mayor and City Council
VIA:	James L. Pennington, City Manager
FROM:	Paul J. Salvatore, Financial Services Director P.S. Janet I. Camburn, Assistant Finance Director
DATE:	December 10, 2011
SUBJECT:	Budget Amendment – Fiscal Year 2011
	January 5, 2012 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to amend the 2011 budget resolution.

Discussion:

Attached please find budget amendment 11-030 for fiscal year 2011 submitted for your approval. This budget amendment is housekeeping in nature and is necessary to prepare for the annual audit and to issue financial statements for the fiscal year ended September 30, 2011.

Budget Impact:

The proposed budget amendment affects the General Fund only and increases both budgeted revenue and expenditures by $35,000.

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.

Attachments

JIC/BUDGET AMENDMENTS – FY 11 – 1/5/2012

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 11-030

DATE 9/30/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-1505-579130	xxx	Litigation Services	35,000	
100-0000-389025	xxx	Surplus Carryover	35,000	

To cover the cost of a contingent liability (Cedarcroft) that was required to be booked as an expenditure as of 9/30/2011 per generally accepted accounting principles (GAAP).

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Members of Council

VIA: Dr. James Pennington, City Manager
Paul Salvatore, Finance Director P.S.
Janet Camburn, Asst. Finance Director

FROM: Edwin Eiswerth, Fire Chief EfE

DATE: December 16, 2011

SUBJECT: Recommend Acceptance of FEMA Assistance to Firefighters Grant (AFG)
January 5, 2012

Recommendation: The Fire Department recommends City Council accept FEMA AFG (Assistance to Firefighters Grant) EMW-2011-FO-00693 to purchase four (4) Life Pak 15 EKG Monitors.

Discussion: The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources needed to protect the public and emergency personnel from fire and related hazards.

The Life Pak 15 Monitor and Defibrillator is the new standard in emergency care for Advanced Life Support Teams who want the most clinically innovative and operationally innovative device available today. The Life Pak 15 integrates Masimo Rainbow SET technology that monitors Sp02, Carbon Monoxide and Methemoglobin, includes a metronome to guide CPR compressions and ventilations and provides data connectivity to easily and securely collect and send patient information.

Budget Impact: The approved project cost is $152,000.00. The Federal share is 90 percent or $136,800.00 of the approved amount and the fire department share of the costs is 10 percent or $15,200.00. The Fire Department will arrange to absorb this cost within the EMS Budget for FY12.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **12/21/2011**

SUBJECT: **Consider Appointment of Recreation & Special Events Advisory Board Members**
Consent Agenda, 1/5/2012

Recommendation:

Re-appoint Shayne Robinson and appoint Leah Thomson to a new term on the Recreation & Special Events Advisory Board beginning 1/1/2012 and ending 12/31/2014. In addition, appoint Al Yougel to an alternate in the event a vacancy occurs.

Discussion:

The Selection Committee - composed of Mayor Don Haddix, Council Member Vanessa Fleisch, Recreation & Special Events Advisory Board Member Vince Obsitnik and myself, considered 4 applicants for the vacancies on the Recreation & Special Events Advisory Board.

It is the recommendation of the Committee that Shayne Robinson be re-appointed and Leah Thomson be appointed to a term that would end on 12/31/2014. In addition, the Committee further recommends that Al Yougel be appointed as an alternate to fill any vacancy that may occur.

Copies of their applications are attached for your review.

Budget Impact:

This item should have no budgetary impact.

RECREATION AND SPECIAL EVENTS ADVISORY BOARD
APPLICATION FOR APPOINTMENT

RECEIVED
NOV 28 2011
PEACHTREE CITY
CITY HALL

Thank you for your interest in being considered for appointment to the **Recreation and Special Events Advisory Board.** Applicant must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Recreation and Special Events Advisory Board is comprised of five members appointed to five-year terms. Meetings are held on the third Monday of each month at 6:30 p.m. in Council Chambers. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Advisory Board meetings as possible in an effort to become familiar with the responsibilities of the Board.** The Board is responsible for planning and providing the policy of public playgrounds, play fields, indoor recreation centers and other recreation facilities owned by the City.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Debbie Lemay, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, December 9, 2011**. The City will contact you within two weeks of the application closing date.

If you have questions, please call (770) 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME: Shayne Robinson

ADDRESS: 323 Vendella Circle
Peachtree City, GA 30269

TELEPHONE (Day Time)

(Evening) 678 770-1750

(Email) pinkbmxsox@aol.com

Shayne V. Robinson
Signature

11-27-11
Date

1. How long have you been a resident of Peachtree City? 1997

2. Why are you interested in serving on the Recreation and Special Events Advisory Board?
Using my skill set to give back to our community as a volunteer.

3. What qualifications and experience do you possess that would benefit the Recreation and Special Events Advisory Board?
1. Served 5 years on the Ptc. Rec. Board.
2. Chairman of BOD. of NBL - a non-profit BMX assoc.
3. President of Ptcbmx Parents Assoc: 11 years.

4. List major jobs you have held during your working career to include name of company and position.
1. Self-employed: 1997 - 2009. Owner-Operator Vending Excellence.
2. Unilever: S.A. Purchasing & Marketing Manager 1987 - 1992.

5. Do you have any past experience relating to recreation? If so, describe.
1. President Ptcbmx.
2. Lead clerk for Regional Team NBL 4 years running races SE. coast up to 1000 riders
3. Train / Mentor athletes for running 5K - Marathon

6. Have you attended any Recreation and Special Events Advisory Board meetings in the past year and, if so, how many?
100% Record with city.

7. Are you willing to take continuing education classes? Yes.

8. Would there be any possible conflict of interest between your employment and your serving on the Board? No.

9. Describe your current community involvement.
1. Volunteer time running Ptcbmx.
2. Work with Eagle Scout Projects.
3. Support CVB on tourism project - eg Fireball Run
4. Work with KPCB utilizing volunteers who need community service
5. Work with city staff on projects. Volunteer workshops etc.

✓

RECEIVED NOV - 2 2011 PEACHTREE CITY CITY HALL

RECREATION AND SPECIAL EVENTS ADVISORY BOARD
APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the **Recreation and Special Events Advisory Board.** Applicant must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Recreation and Special Events Advisory Board is comprised of five members appointed to five-year terms. Meetings are held on the third Monday of each month at 6:30 p.m. in Council Chambers. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Advisory Board meetings as possible in an effort to become familiar with the responsibilities of the Board.** The Board is responsible for planning and providing the policy of public playgrounds, play fields, indoor recreation centers and other recreation facilities owned by the City.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Debbie Lemay, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, December 9, 2011**. The City will contact you within two weeks of the application closing date.

If you have questions, please call (770) 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME: Leah L. Thomson

ADDRESS: 122 Interlochen Drive
Peachtree City GA 30269

TELEPHONE (Day Time) 770 631-1358

(Evening) (404) 219-3101 (c)

(Email) thomsont@bellsouth.net

Leah L

Signature

11-2-11

Date

1. How long have you been a resident of Peachtree City?

13 years

2. Why are you interested in serving on the Recreation and Special Events Advisory Board?
As an empty-nester, I have the time and energy to contribute to the Board.

3. What qualifications and experience do you possess that would benefit the Recreation and Special Events Advisory Board? I was the president of the McIntosh Soccer Boosters. I own several properties in Peachtree City, and I have a background in law.

4. List major jobs you have held during your working career to include name of company and position. I have been fortunate enough to be a stay-at-home mom for 25 years, but I have a paralegal degree and am a real estate investor in the area.

5. Do you have any past experience relating to recreation? If so, describe.
no

6. Have you attended any Recreation and Special Events Advisory Board meetings in the past year and, if so, how many?
no

7. Are you willing to take continuing education classes?
yes

8. Would there be any possible conflict of interest between your employment and your serving on the Board?
no

9. Describe your current community involvement. I have volunteered at the Solicitor General's Office and at the Real Life Center.

RECEIVED
DEC - 5 2011
PEACHTREE CITY
CITY HALL

RECREATION AND SPECIAL EVENTS ADVISORY BOARD
APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the **Recreation and Special Events Advisory Board.** Applicant must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Recreation and Special Events Advisory Board is comprised of five members appointed to five-year terms. Meetings are held on the third Monday of each month at 6:30 p.m. in Council Chambers. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Advisory Board meetings as possible in an effort to become familiar with the responsibilities of the Board.** The Board is responsible for planning and providing the policy of public playgrounds, play fields, indoor recreation centers and other recreation facilities owned by the City.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Debbie Lemay, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, December 9, 2011**. The City will contact you within two weeks of the application closing date.

If you have questions, please call (770) 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME: Al Yougel

ADDRESS: 209 McIntosh Trail
PTC

TELEPHONE (Day Time) 404-291-8002

(Evening) 404-291-8002

(Email) Kptcb@peachtree-city.org

[signature] 12/04/11

Signature **Date**

A. Yonge[?]

1. How long have you been a resident of Peachtree City?

20 yrs

2. Why are you interested in serving on the Recreation and Special Events Advisory Board?

To provide input regarding the facilities & organization of events & use of KPTCB

3. What qualifications and experience do you possess that would benefit the Recreation and Special Events Advisory Board?

Relationships within PW, contributions via KPTCB

4. List major jobs you have held during your working career to include name of company and position.

executive director KPTCB, 3.5 yrs

5. Do you have any past experience relating to recreation? If so, describe.

Only from a support function

6. Have you attended any Recreation and Special Events Advisory Board meetings in the past year and, if so, how many?

Sports Councils

7. Are you willing to take continuing education classes?

Yes

8. Would there be any possible conflict of interest between your employment and your serving on the Board?

no

9. Describe your current community involvement.

See #4 above.
resident of one of the 21 subdivisions
responsible for the maint . . . . . .

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **12/20/2011**

SUBJECT: **Consider Appointment of Airport Authority Member(S)**
Consent Agenda, January 5, 2012

Recommendation:

Re-appoint Bill Flynn to a new term on the Airport Authority beginning 1/1/2012 and ending 12/31/2016. In addition, appoint Skip Barnette as an alternate in the event a vacancy occurs.

Discussion:

The Selection Committee - composed of Mayor Don Haddix, Council Member Doug Sturbaum, Airport Authority Chairman, Richard Whiteley and myself considered 6 applicants for the vacancies on the Airport Authority.

It is the recommendation of the Committee that Bill Flynn be re-appointed to a term that would end on 12/31/2016. In addition, the Committee further recommends that Skip Barnette be appointed as an alternate to fill any vacancy that may occur.

Copies of their applications are attached for your review.

Budget Impact:

This item should have no budgetary impact.

RECEIVED
DEC - 8 2011
PEACHTREE CITY
CITY HALL

AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT

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

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

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

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Debbie Lemay, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, December 9, 2011.** The City will contact you within two weeks of the application closing date.

If you have questions, please call (770) 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME: William Flynn

ADDRESS: 705 Thornhill
Peachtree City, GA 30269

TELEPHONE (Day Time) 770-403-4572

(Evening) 770-631-1752

(Fax #) 770-631-8854

(E-mail Add:) wflynnsr@aol.com

Signature

12/8/2011
Date

1. How long have you been a resident of Peachtree City?

Since 1991 - 20 years

2. Why are you interested in serving on the Airport Authority?

I have served as a Board member for the past 5 years and want to continue to contribute to the progress the Airport Authority has made during that time period.

3. What qualifications and experience do you possess that would benefit the Airport Authority? Current Vice Chairman of the Airport Authority. Have completed initial 5 year term. Several successful CEO positions and start up companies. MBA University of Miami. See resume for more details.

4. List major jobs you have held during your working career - include name of company and your position.

Wilstemar, Inc. - President & CEO
Sundance Carriage Corp. - Sr. Vice President & COO
Xerox Corp. - Various Sales, Marketing, Controller and Senior executive positions.
CSU - Chairman, Advisory Board and Executive in Residence, College of Business.

5. Do you have any past experience relating to airport operations? If so, describe.

Yes, past 5 years as member of PCAA Board. Three years as Vice Chairman, Secretary/Treasurer and Chairman of Finance Committee.

6. Have you attended any Airport Authority meetings in the past year and, if so, how many?

Yes, all but 2 or 3 in the last 5 years. Total of 55 - 58 meetings.

7. Are you willing to take continuing education classes? Yes

8. Would there be any possible conflict of interest between your employment and you serving the Airport Authority? No

9. Describe your current community involvement.

Peachtree City Airport Authority
Clayton State University - Chairman, Advisory Board, Coll. of Bus.
CSU - Executive in Residence, College of Business-All campuses.
Special Operations Fund-Raise money for scholarships for orphans of Special Ops warriors.
Chick Fil-A Bowl - Member and past Vice Chairman, Team Marketing and Selection Committee - 20 years.

WILLIAM F. FLYNN
705 Thornhill · Peachtree City, GA 30269
770.631.1752 (home) · 770.403.4574 (cell)
wflynnsr@aol.com

EDUCATION

UNIVERSITY OF MIAMI, Miami, Florida — May 1980
Master of Business Administration

Beta Gamma Sigma, Honorary Inductee, — April 2009
International business scholastic honor society

WORK EXPERIENCE

CLAYTON STATE UNINVERSITY, SCHOOL OF BUSINESS — 2008-Current
Executive in Residence and Chairman of Advisory Board
Assist the Dean and facility in the implementation and achievement of the goals outlined in the strategic plan of the School of Business. Responsible for assisting the Dean and faculty with teaching students the practical application of academic principles. A sample of lecture topics include: Capsim Management Simulation, Inc., Developing a Corporate Strategy, Entrepreneurship, Implementing Change, Identifying and Resolving Performance Issues, Leadership, Leadership Communication (a week long class), Mergers and Acquisitions, and Personal Marketing and Social Networking.

WILSTEMAR, INC., d/b/a Dollar Rent A Car, Atlanta, GA — 1991- 2000
President and Chief Executive Officer
Transformed franchise that had 200 cars on rent and lost $250,000 the month prior to purchase to a franchise that was profitable every month since becoming operational. Revenues increased 600% in 9 years of ownership. Recipient of five President's Cup Awards and rated the #1 franchise in the system for the period of ownership. Responsibilities included: contract negotiations, legal, real estate planning, acquisition and development, finance and banking, marketing, and computer systems design, implementation and interface. Negotiated purchase of franchise from Dollar Systems, Inc., including establishing the franchise market area, franchise fee percentage and a loan agreement to finance the purchase. Collaborated with legal firm regarding Wilstemar's business structure and the owners' Partnership Agreement, including a Buy/Sell Agreement. Developed business plan which included a line item proforma for first fiscal year as well as a ten year forecast. Negotiated with local banks and other finance companies (GMAC, Chrysler Credit, FMC) to establish banking relationships and vehicle floor plan agreements. Achieved the long range business plan to develop and operate the business for ten years and then sell it at a significant profit. Negotiated the sale of the franchise after nine years four months to Dollar Systems, Inc. and retired on the proceeds.

SUNDANCE CARRIAGE CORP., d/b/a Dollar Rent A Car 1982- 1991

Chief Operating Officer and Senior Vice President, Tampa, Florida 1986-1991

Managed 1150 employees, 93 managers and a fleet of 28,000 vehicles in 22 locations. Increased revenue from $41 million to $98 million. Responsible for operations corporate wide, including revenue and profit generation through day-to-day operations of the largest Dollar Rent A Car franchise in the world. Personally responsible for worldwide marketing, advertising, and fleet negotiations. Negotiated all airport contracts and managed all corporate litigation. Negotiated the sale of the company for the owners. Developed and implemented leadership management training and development program. Conducted all executive and management training programs personally. Managed and trained international and domestic sales staff. Developed a network of international general sales agreements to capture the Latin Central and South American market. Grew revenue by $8 million in the first year of South American operations. Designed and implemented a corporate wide restructuring program which centralized all headquarters operations in Tampa. Responsible for design, development and construction of four major car rental facilities in Orlando, Ft. Lauderdale, West Palm Beach and Key West, including interfacing with architects, counties and municipalities, airport authorities, contractors and Dollar Rent A Car Systems. Completed construction of new facilities on time and under budget. Provided input and assistance with the conversion from the IBM System 36 to IBM A/S 400.

Vice President and General Manager Miami, Florida 1982-1986

Managed operations of all locations on the east coast of Florida, including Orlando. Responsible for corporate revenue and profit goals, as well as corporate short and long range planning. Increased annual revenue from $6.4 million to $41 million during this time period. Responsible for design development of proprietary car rental software which is still the basis for the software in use today. Planned and implemented the relocation of corporate management information systems group and computer system from Miami to Tampa. Managed the process of bringing all new franchise locations online. Provided input and assistance with the conversion from the IBM System 34 to IBM System 36.

XEROX CORPORATION 1968- 1982

Branch Manager, Miami, Florida 1982

Responsible for all sales and marketing implementation in the South Florida area, encompassing sales offices in West Palm Beach, Ft. Lauderdale, and Miami. Supervised seven marketing managers and a marketing organization of fifty-five sales representatives. Responsible for over $28 million in revenue annually and exceed target growth of $4 million in revenue annually. Responsibilities included directing the sales organization to achieve Corporate sales and profit objectives.

Branch Controller I, Miami, Florida 1978-1982
Responsible for $55 million in revenue annually and expense center of $15 million annually. Supervised six managers and fifty-two total employees. Responsibilities were those traditionally assigned to a controller, including accounts receivable, expense management, revenue maximization, inventory control, asset management, variance analysis and development of appropriate corrective actions. Overall responsibility for interpretation and enforcement of corporate operating policies and procedures. Presidents Club winner

Branch Sales Manager, Jacksonville, Florida 1976-1978
Responsible for marketing and sales operations in North Florida and South Georgia. Presidents Club winner

Branch Controller III, Orlando, Florida 1974-1976
Tasked with traditional Controller responsibilities. Implemented the conversion from a paper-based accounting process to a computer-based process (Xerox 530). Responsible for hardware installation and software implementation.

Sales Manager, Pittsburgh, Pennsylvania and Cocoa Beach, Florida 1970-1974
Included the following positions: Commercial Sales Manager, Government, Education & Medical Vertical Marketing Manager, Sales Training & Planning Manager. Presidents Club winner

Sales Representative, Washington, D. C. 1968-1970
Salesman of the Year on the number one ranked Sales Team nationally. Presidents Club winner

PROFESSIONAL ASSOCIATIONS

DOLLAR RENT A CAR SYSTEMS SOFTWARE DESIGN TEAM
Team Member
Assisted in the development of design specifications and worldwide implementation for proprietary car rental software to service the customer at time of car rental and return.

ORION SYSTEMS
Advisory Board Member
Provided a "customer's" perspective to car rental software company regarding enhancements of their current products as well as development of future products.

RUBICON SYSTEMS
Advisory Board Member
Assisted in the development of the design specifications and Beta tested a car rental yield management software program based on the airline industry's reservation system. Software programs assisted company in

maximizing utilization, revenue and profit. Increased fleet utilization to from 85% to 92%.

LICENSEE ADVISORY COMMITTEE
President
Selected by Chief Executive Officer of Dollar Systems (now DTAG). Later elected by Licensee body.

INTERNATIONAL ASSOCIATION OF DOLLAR LICENSEES (IADL)
President
Elected by international licensee body.

DOLLAR LICENSEE 20 GROUP
President
Twenty Dollar Licensees met quarterly to review and compare financial statements, operational issues and personnel policies to continually improve business performance and increase profits.

COMMUNITY INVOLVMENT

CHICK FIL-A BOWL, ***Member, Team Selection and Marketing Committee*** (current)

PEACHTREE CITY FALCON FIELD AIRPORT AUTHORITY, ***Vice Chairman*** (current)

SCHOLARSHIP FUND, ***Member*** (current)
Benefiting children of deceased American servicemen and women

PEACH BOWL, ***Vice Chairman, Team Selection Committee*** (former),

GEORGIA 100 MENTOR PROGRAM, ATLANTA, ***Mentor*** (former)
Female executive mentoring program.

ROTARY CLUB OF CORAL GABLES, FLORIDA, ***Director and Paul Harris Fellow*** (former)

YMCA, ***Director, Southwest Area YMCA*** (former)

MILITARY SERVICE

UNITED STATES MARINE CORPS 1961-1968
Honorable Discharge. Last duty station was Kenitra, Morocco.

PERSONAL INTERESTS

Family, fishing, hunting, golf, woodworking, reading, college football.

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AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT

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

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

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

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Debbie Lemay, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, December 9, 2011.** The City will contact you within two weeks of the application closing date.

If you have questions, please call (770) 487-7657.

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

NAME: William E. "Skip" Barnette

ADDRESS: 230 Newport Dr.
Peachtree City, GA 30269

TELEPHONE (Day Time) 832-316-2696

(Evening) 770-632-2825

(Fax #) 770-632-2825

(E-mail Add:) skip.barnette@att.net

WEBarnette
Signature

12-08-11
Date

1. How long have you been a resident of Peachtree City?

22 years

2. Why are you interested in serving on the Airport Authority?

Long time interest in commercial/private aviation matters & community impact

3. What qualifications and experience do you possess that would benefit the Airport Authority?

35 years in all levels of commercial aviation, including Airport operations, sales & marketing & executive areas

4. List major jobs you have held during your working career - include name of company and your position.

Delta Air Lines - VP - Delta Express, VP - Atlanta Worldport
ASA/Delta Connection - President
Caribbean Sun, Inc - Pres & CEO

5. Do you have any past experience relating to airport operations? If so, describe.

7½ ramp ops @ Delta
VP - Atlanta Worldport

6. Have you attended any Airport Authority meetings in the past year and, if so, how many?

No

7. Are you willing to take continuing education classes?

Yes

8. Would there be any possible conflict of interest between your employment and you serving the Airport Authority?

No

9. Describe your current community involvement.

Alternate Board - Leisure Comm/Rec. Adv. Board

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **December 20, 2011**

SUBJECT: **Consider Appointment of Convention & Visitors Bureau Members**
Consent Agenda, January 5, 2012

Recommendation:

Re-appoint Kai Wolter to the CVB Board to serve the Hotel/Motel Member position term that runs 1/1/2012 – 12/31/2013, and appoint Rick Barnes to serve the Retail Member position from 1/1/2012 – 12/31/2013.

Discussion:

The Selection Committee, composed of Mayor Don Haddix, Council Member Doug Sturbaum, Tim Dunlap-Recreation Venue CVB Member and myself, considered 2 applicants for the Hotel/Motel vacancy and 2 applicants for the Retail vacancy.

It is the recommendation of the Committee that Kai Wolter be appointed to the Hotel/Motel position for a term that would end on 12/31/2013 and Rick Barnes to a term on the Retail position that would end on 12/31/2013.

Copies of their applications are attached for your review.

Budget Impact:

This item should have no budgetary impact.

PEACHTREE CITY CONVENTION & VISITORS BUREAU
APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the **Peachtree City Convention & Visitors Bureau, Inc. (CVB).** The purpose of the CVB is to serve the needs and interests of tourism within the City of Peachtree City.

The CVB is comprised of seven members appointed to a two year term. The composition of the Board as is outlined in the CVB By-Laws* requires seats to be filled by volunteers with specific backgrounds. **The checked box below indicates the specific background we are looking for during this current cycle. Only applicants with experience in the checked category will be accepted. Applications received without experience in the checked category will not be considered.**

Meetings are held on the third Wednesday of each month at 5:30 p.m. at the Amphitheater Cast House (behind Public Works) on McIntosh Trail. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Bureau meetings as possible in an effort to become familiar with the responsibilities of the Bureau.**

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this application and return it with a resume, if available, to Debbie Lemay, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, Dec. 9, 2011**. The City will contact you within one week of the application closing date.

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If you have questions, please call (770) 487-7657.

- ☐ **Manager / Owner of Retail Development**
- √ **Manager / Owner / Operator Hotel / Motel**
- ☐ **Manager / Owner/ Operator Recreational Venue/ Sports Association/Athletic Facility**

**See excerpt from CVB By-Laws – Board Composition - (attached to this packet)*

NAME: Kai Wolter

ADDRESS: 131 Summer Brooke
Peachtree City, GA 30269

TELEPHONE (Best Phone Number to Reach You)

(Day) (770) 487-4646

(Evening) (770) 631-8462

(E-mail) kaiwolter@noble-interstate.com

Signature [signature] **Date** 12/1/11

Information provided on this fom is subject to disclosure as a public record under GAOpen Records Law

1. What is the name of the company you are a manager / owner / operator of?

   General Manager of the Holiday Inn Hotel & Suites Peachtree City

2. Which capacity and how long have you served in this capacity?

   I have served as the General Manager since 2001, but have been in management positions of hotels in Fayette County since 1991 to include: Wyndham Peachtree Conference Center, Assistant General Manager 1991 – 1995. Hampton Inn Peachtree City, General Manager 1995- 1996. Holiday Inn Express Fayetteville, Regional Director of Operations 1996 – 2001.

3. List major jobs you have held during your working career to include name of company and position.

   In addition to the hotel experience in Fayette County, my job history includes: Sheraton Yankee Clipper, Ft. Lauderdale, FL 1983 – 1986 Front Office Manager, Sheraton Meadowlands, East Rutherford, NJ 1986 – 1990 Executive Steward & Assistant Restaurant Manager, Sheraton Newark Airport, Elizabeth, NJ 1989 – 1991 Executive Housekeeper & Front Office Manager.

4. Are you a resident of Peachtree City? How long? If not, where do you reside?

   I have lived in Peachtree City since July of 1991.

5. Why are you interested in serving on the CVB?

   Serving on the CVB enables me to give back to a community that I love and am very passionate about. My expertise in hospitality, tourism and international travel are an asset to the CVB.

6. What qualification and experience do you possess that would benefit the CVB?

   28 year hospitality industry veteran and long term Fayette County resident.

7. Do you have any past experience relating to the CVB operations? If so describe.

   Served as ex officio and Vice Chair of Peachtree City Toursism Association. Current chairperson of the Peachtree City CVB.

8. Have you attended any CVB meetings in the past year and, if so, how many

   100% attendance in 2011

9. Are you willing to take continuing education classes?

   Yes

10. Would there be any possible conflict of interest between your employment and you serving on the CVB?

    No

11. Describe your current community involvement.

    I currently serve on the board and am a member of the Coweta Fayette Rotary Club. I have been a member for 4 years and also serve as the Club Administrator and webmaster. Prior to this I have served as a Starrs Mill band booster for 5 years and was a Scout Leader in Peachtree City for 9 years.

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PEACHTREE CITY
CITY HALL

PEACHTREE CITY CONVENTION & VISITORS BUREAU
APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the **Peachtree City Convention & Visitors Bureau, Inc. (CVB).** The purpose of the CVB is to serve the needs and interests of tourism within the City of Peachtree City.

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Please take a few minutes to complete the form below and to answer the questions on the reverse side of this application and return it with a resume, if available, to Debbie Lemay, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, Dec. 9, 2011**. The City will contact you within one week of the application closing date.

If you have questions, please call (770) 487-7657.

- √ **Manager / Owner of Retail Development**
- ☐ **Manager / Owner / Operator Hotel / Motel**
- ☐ **Manager / Owner/ Operator Recreational Venue/ Sports Association/Athletic Facility**

**See excerpt from CVB By-Laws – Board Composition - (attached to this packet)*

NAME: RICK BARNES

ADDRESS: 155 CASTLEWOOD RD
TYRONE, GA 30290

TELEPHONE (Best Phone Number to Reach You)

(Day) 770-487-8016

(Evening) 770-486-0165

(E-mail) DIGITGUY55@GMAIL.COM

Rick Barnes
Signature

12/7/11
Date

Information provided on this form is subject to disclosure as a public record under GA Open Records Law

1. What is the name of the company you are a manager / owner / operator of?

MINUTEMAN PRESS - PEACHTREE CITY

2. Which capacity and how long have you served in this capacity?

OWNER - MAY 2008

3. List major jobs you have held during your working career to include name of company and position.

CLAYTON COUNTY SCHOOL TEACHER
REGIONAL MANAGER MAYTAG CORPORATION

4. Are you a resident of Peachtree City? How long? If not, where do you reside?

NO, I AM A 12 YEAR RESIDENT OF TYRONE.

5. Why are you interested in serving on the CVB?

I HAVE THE TIME TO COMMIT AND WISH TO REMAIN ACTIVE IN MY COMMUNITY. ALSO, THE DECISIONS AND DIRECTION THE CVB TAKES MIGHT DIRECTLY AFFECT MY BUSINESS, AND MY EXPERIENCE MIGHT B HELPFUL

6. What qualifications and experience do you possess that would benefit the CVB?

MASTERS DEGREE IN LEADERSHIP
B.S. IN FINANCIAL MANAGEMENT

7. Do you have any past experience relating to CVB operations? If so, describe.

I SERVED AS THE NATIONAL SERVICE MANAGER W/ MAYTAG WORKING DIRECTLY WITH HOTELS IN THE SOUTHEAST. RESPONSIBILITIES ALSO INCLUDED CONVENTION SET UP (2-4/YEAR).

8. Have you attended any CVB meetings in the past year and, if so, how many?

NO

9. Are you willing to take continuing education classes?

I ALREADY HAVE AN MBA.

10. Would there be any possible conflict of interest between your employment and you serving the CVB?

NOT THAT I AM AWARE OF.

11. Describe your current community involvement.

- INCOMING PRESIDENT OF THE COWETA FAYETTE ROTARY CLUB
- AMBASSADOR WITH THE FAYETTE CHAMBER
- PAST PRESIDENT OF PTC BNI GROUP
- RECENT GRADUATE OF LEADERSHIP FAYETTE

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager

DATE: 12/30/2011

SUBJECT: Consider Appointment of WASA Board Members
Consent Agenda, January 5, 2012

Due to scheduling issues, interviews for the vacant positions on the WASA Board will be held on January 4, 2012. Recommendations for approval by Council will be sent out on Wednesday afternoon and a copy will be on the dais for Thursday's meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
VIA:	**City Manager**
FROM:	**Public Information Officer/City Clerk**
DATE:	**December 28, 2011**
SUBJECT:	**Consider Request to Apply Alcohol License Fee – Tommyco, Inc.** ***January 5, 2011, City Council Meeting***

Recommendation:

That Council consider the applicants request to defer license fees paid for 2011 to 2012.

Discussion:

Tommyco, Inc., was granted an alcohol license and subsequently paid the $5,500 alcohol license fees for 2011 (full year). However, construction delayed the opening of the business. In November 2011, Mr. Richard "Dar" Thompson requested that Council consider applying a portion of that fee to 2012 since he expected to open in mid-December. Council unanimously approved applying $3,300 of the fees already paid to the half-year license (plus additional bar) required for 2011 if the business opened in December and applying the remaining $2,200 toward toward the 2012 license.

Mr. Thompson has since learned that he will not be able to open the business until January 2012, meaning the $3,300 paid for a license in 2011 will be completely unused. He has asked if the full $5,500 paid for 2011 could be applied to the $6,600 he will owe for the 2012 license. The City Attorney felt that Council's approval in November was very specific regarding the amounts and the matter needed to be brought back for reconsideration.

Budget Impact:

Approval of this item would reduce the total Alcohol License Fees collected in 2012 by $3,300.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Community Services Director

FROM: **Planning and Zoning Administrator** David

DATE: **December 28, 2011**

SUBJECT: **Request to change the name of an existing public street (Fieldturf Drive) to NAECO Way**
January 5, 2012 City Council Agenda

Recommendation:
That Council approve the request from North American Electronics Components, LLC (NAECO) to rename Fieldturf Drive to NAECO Way.

Discussion:
FieldTurf Tarkett USA purchased the former Husky building within the Southpark International Industrial Park in 2008 and requested that the name of the street adjoining the property be changed from Husky Drive to Fieldturf Drive. City Council granted that request on December 18, 2008. Fieldturf closed this location and moved their operations from Peachtree City earlier this year.

NAECO currently operates out of the Falcon Field Business Park. They have purchased the former Husky/ Fieldturf building and plan to relocate their offices and distribution operations to the new location. They are requesting that the street adjoining their property be changed from Fieldturf Drive to NAECO Way.

There are no other businesses located on the existing street. The parcel across the street is owned by Pathway Communities. Staff has notified Pathways but to date has not received a response as to whether or not they concur with the street name change as proposed.

Budget impact:
There are no budget impacts associated with this request.

NAECO
MATERIALS TECHNOLOGY SOLUTIONS

December 7, 2011

David E. Rast, ASLA
City of Peachtree City
153 Willowbend Road
Peachtree City, GA 30269

Dear Mr. David Rast and Peachtree City Officials:

Thank you for your service to our community. It is with great pleasure that we announce our purchase of the property located at 100 Field Turf Drive (formerly 100 Husky Drive). NAECO has made this investment to facilitate our continued growth and expansion of local operations. As part of our strategic plan, we write to respectfully ask the officials of Peachtree City to rename our street.

NAECO (our full legal name is: North American Electronic Components, LLC), feels that the renaming of the street to "NAECO Way" would greatly benefit our brand image, which will lead to increased sales. Conversely, the existing name "Field Turf Drive" is not a good fit for our product line and markets. Our Aerospace, Military, Power Distribution and Automotive customers will appreciate the new street name.

Since we are the only business on this street, we trust that our request causes no impact for neighboring businesses. We further offer to pay for the labor and materials for the new sign.

We hope for a positive answer from Peachtree City and look forward to a long relationship in our community.

Very Respectfully Submitted,

Sincerely yours,

David Bergmann, President
NAECO, LLC

CC: Brandt Herndon, President
Fayette County Development Authority

North American Electronics Components, LLC., 1150 Echo Ct. Ste. D, Peachtree City, Georgia 30269, USA
Tel: 770 487 6006 Ext. 111, Fax: 770 487 8525, E-mail: DavidB@naeco.net

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **Jim Pennington, City Manager**
Paul Salvatore, Financial Services Director PS
Janet Camburn, Assistant Financial Services Director JC
Angela Egan, Purchasing Agent

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

DATE: **December 16, 2011**

SUBJECT: **Police Vehicle purchase and surplus request**
January 5th, 2012, City Council Meeting

Recommendation:

Staff recommends the purchase of nine (9) 2012 Patrol Chevrolet Caprice 9C1 vehicles from Whiteside Chevrolet, ST. Clairsville, Ohio, for the bid price of $239,897.00, inclusive of diagnostic equipment. Additionally, Staff requests seventeen (17) Crown Vics be declared surplus and recommends the awarding of the bid for the trade-in of these seventeen (17) Ford Crown Vics to Whiteside Chevrolet for the bid price of $35,500.00.

Discussion:

Bid packages were mailed to a number of Chevrolet distributors. Bids were received from five (5) dealers. These prices reflect the lowest bid by each vendor.

Patrol Chevrolet Caprice vehicles:

Dealer:	Price per Vehicle:	Price of Diagnostics	Extended Price (9):
Whiteside Chevrolet	$26,233.00	$3,800.00	$239,897.00
All-Pro Auto Group	$26,793.15	$2,942.00	$244,080.35
Ginn Motor Co	$26,533.15	$6,999.95	$245,798.30
Southtowne Chevrolet	$28,405.08	$4,027.00	$259,672.72
Brannen Motors	$25,741.05*	$7,020.00**	$238,689.45

*2011 model
**was not submitted on original bid

Patrol Chevrolet Caprice vehicle prices with trade-ins:

Dealer:	2012 Caprice price from above:	trade-in values:	Extended price with trade ins:
Whiteside Chevrolet	$239,897.00	$35,500.00	$204,397.00
All-Pro Auto Group	$244,080.35	$34,408.00	$209,672.35

Ginn Motor Co	$245,798.30	$28,525.00	$217,273.30
Southtowne Chevrolet	$259,672.72	$38,100.00	$221,572.72
Brannen Motors	$238,689.45	$33,500.00	$205,189.45

This purchase is necessary to maintain a sufficient fleet of patrol units and pool vehicles that have not exceeded 100,000 miles. The department will rotate nine (9) 2003 patrol Crown Victorias from our fleet with these newly acquired vehicles. The 2003 vehicles are in poor repair and, for safety purposes, should not be considered for emergency vehicle response. The department has eight (8) additional Crown Vics that were acquired through the merging of departments, loss of position, and/or retained for use during the handling of a large paint recall from Ford. The seventeen (17) Crown Vics available for trade are as follows:

Asset #	Year/Make/Model	December 2011 mileage	Assignment
2000	2003 Ford Crown Vic	105,943	patrol
2002	2003 Ford Crown Vic	97,064	patrol
2005	2003 Ford Crown Vic	107,328	patrol
2006	2003 Ford Crown Vic	102,521	patrol
2007	2003 Ford Crown Vic	103,571	patrol
2009	2003 Ford Crown Vic	111,362	patrol
2012	2003 Ford Crown Vic	104,750	patrol
2014	2003 Ford Crown Vic	104,988	patrol
2018	2003 Ford Crown Vic	93,989	patrol
2023	2003 Ford Crown Vic	101,947	patrol
2026	2003 Ford Crown Vic	106,541	patrol
2027	2003 Ford Crown Vic	97,288	patrol
2029	2003 Ford Crown Vic	106,451	patrol
2030	2003 Ford Crown Vic	104,014	patrol
2037	2003 Ford Crown Vic	102,642	patrol
2415	1999 Ford Crown Vic	111,696	Code Enforcement
2427	2000 Ford Crown Vic	126,199	Code Enforcement

The bid prices for the purchase do not include the purchase of the aftermarket accessories, radios, video cameras, or vehicle graphics. The City is currently accepting bids for the aftermarket accessories and installation, due back January 12th, 2012. The radios, video cameras, and graphics will be purchased separately and supplied to the winning bidder for the aftermarket accessories

Budget Impact:

The 2012 PIP budget for the nine (9) replacement patrol vehicles is $445,500.00. This will leave $206,500.00 for the necessary aftermarket accessories, cameras, radios, and graphics. $35,500.00 from the sale of the trade-ins will go to the *sale of fixed assets revenue account.*

2012 PIP Budget		**$445,500.00**
2012 Chevy Caprice	actual	-$239,897.00
Balance after purchase of vehicles		**$206,500.00**
After market accessories***	estimated (out for bid)	-$117,403.00
Coban digital cameras	estimated	-$ 54,000.00
Motorola Radios	estimated	-$ 28,800.00
Graphics	estimated	-$ 5,400.00
		$ 0.00

*****emergency lighting, sirens, prisoner cages, equipment & consoles, radars, gun mounts, push bumper, etc.**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council**
VIA:	**City Manager** **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent**
FROM:	**Public Services Director**
DATE:	**December 19, 2011**
SUBJECT:	**Purchase of Dump Body Remounts for F 650 Dump Truck and Surplus of Old Dump Bodies** ***January 5, 2012 City Council Meeting***

Recommendation:

Staff recommends that award of two F650 Dump Bed Remounts to Smyrna Truck Equipment for their not to exceed bid of $44,631.34 and the surplus of the two existing dump beds.

Discussion:

The City currently uses two F650 dumps as part of the paving operations. The dump beds currently on these chassis are remounts from other chassis that were surpluses in the past. The current beds are over-utilized as they were intended for lighter usage and as such are failing to fully operate. As such replacement of the beds with a more durable product was recommended and approved as part of the 2012 Fiscal budget. The bid results are as follows:

Smyrna Truck Equipment	**$44,631.34**
Cherokee Truck Equipment	$44,644.00
Interstate Trucking Equipment, Inc.	$48,736.00

Based on the bids received, staff recommends the purchase of the F650 Bed remounts from Smyrna Truck Equipment for a not to exceed bid amount of **$44,631.34.**

Budget Impact:

Funds were budgeted in the amount of $44,000 for this purchase in PIP account 332-4110-542258. The funding source for this purchase is proceeds from a 5-year capital equipment loan, for which $10K per year was budgeted for debt service. The budget for the line item noted above, as well as the Capital Leases- Loan Proceeds line item 332-999-393500 will need to be increased by $632 for FY 2012. The impact on debt service should be very minimal (about $140 per year) and sufficient funds are available in the FY 2012 Debt Service Fund budget to cover the cost adjustment.

Attachment

		SMYRNA TRUCK EQUIPMENT		INTERSTATE TRUCK EQUIPMENT		CHEROKEE TRUCK EQUIPMENT
F-650 DUMP BODY	$	22,315.67	$	24,368.00	$	22,322.00
extended	**$**	**44,631.34**	$	48,736.00	$	44,644.00
F-750 DUMP BODY	$	22,890.67	$	25,018.00	$	21,632.00
extended	$	68,672.01	$	75,054.00	**$**	**64,896.00**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council**
VIA:	**City Manager** **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent**
FROM:	**Public Services Director**
DATE:	**December 19, 2011**
SUBJECT:	**Purchase of F750 Dump Beds** ***January 5, 2012 City Council Meeting***

Recommendation:

Staff recommends that award of Three F750 Dump Beds to Cherokee Truck Equipment for their not to exceed bid of **$64,896.00.**

Discussion:

The City currently has three F650 trucks that are scheduled for replacement with 750s. Based on past experience staff has found that in general a savings can be found by bidding the Cab and Chassis separate from the beds. As such, staff bid out three F750 beds that will meet the needs of the City paving operations. The bid results are as follows:

Cherokee Truck Equipment	**$64,896.00**
Smyrna Truck Equipment	$68,672.00
Interstate Trucking Equipment, Inc.	$75,054.00

Based on the bids received, staff recommends the purchase of the F750 Bed mounts from Cherokee Truck Equipment for a not to exceed bid amount of **$64,896.00.**

Budget Impact:

If approved by the City Council, funds totaling **$64,896.00** will be dispersed from PIP account 332-4100-542257. Sufficient funds have been budgeted to cover this bid award, which is budgeted in the same line item as the truck cabs and chassis. However, a budget amendment will be necessary to cover the cabs and chassis, which will cause a budget over-run of $7,508. The funding source for this purchase is a 5-year capital equipment loan.

Attachment

	SMYRNA TRUCK EQUIPMENT		INTERSTATE TRUCK EQUIPMENT		CHEROKEE TRUCK EQUIPMENT	
F-650 DUMP BODY	$	22,315.67	$	24,368.00	$	22,322.00
extended	**$**	**44,631.34**	$	48,736.00	$	44,644.00
F-750 DUMP BODY	$	22,890.67	$	25,018.00	$	21,632.00
extended	$	68,672.01	$	75,054.00	**$**	**64,896.00**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent**
FROM:	**Public Services Director**
DATE:	**December 20, 2011**
SUBJECT:	**Purchase of Three Ford F750 and the surplus of three F-650's** ***January 5, 2012 City Council Meeting***

Recommendation:

Staff recommends that City Council award the bid for three Ford F750 Cab and Chassis to Wade Ford Inc. of Smyrna, Georgia for their bid amount not to exceed **$167,612.00.** In addition staff recommends the surplus of three existing Dump trucks which will be replaced by this bid for the trade in value of $37,450.00

Discussion:

The City currently has three F650 trucks that are scheduled for replacement. Based on past experience staff has found that a savings can be found by bidding the Cab and Chassis separate from the bed. In addition as part of this bid staff requested a trade in value for the trucks which have been recommended for surplus. As such, staff bid out three F750 Cab and Chassis. In addition the bid specs called for and Allison Transmission and did not distinguish between a 2500 and 3000 transmission. A clarification of this was not requested by vendors prior to bid opening. This resulted in two bidders included the 3000 transmission option and the third providing a cost for both options. Following the bid openings the City's master mechanic and fleet manager reviewed the options and recommended the Allison 2500 as fully adequate for the anticipated work load. The bid prices, as well as the total trade in value are as follows:

Vendor	Purchase Price	Trade-In Value	Net
Wade Ford (2500)	**$167,612.00**	**$37,450.00**	**$130,252.00**
Wade Ford (3000)	$179,552.00	$37,450.00	$142,102.00
Nextran Truck Center (3000)*	$177,675.00	$42,000.00	$135,675.00
Allan Vigil Ford (3000)	$179,650.00	$5,000.00	$174,150.00

* This vendor did not meet the minimum specification of the bid.

Based on the bids received, staff recommends the purchase of the F750 Cab and Chassis to Wade Ford for a total bid amount of **$167,612.00**.

Budget Impact:

If approved by City Council, funds totaling **$167,612.00** will be dispersed from the PIP Fund 332-4100-542257. Award of this bid will cause a budget over-run of $7,508 in this line item when combined with the bid award for the dump truck bodies. The funding source for this purchase and the dump truck bodies is proceeds from a 5-year capital equipment loan, for which $51,138 per year was budgeted in the debt service fund. The budget for the line item noted above, as well as the Capital Leases- Loan Proceeds line item 332-999-393500 will need to be increased by $7,508 for FY 2012. The estimated annual impact on debt service is an increase of $1,700, but sufficient funds should be available in the FY 2012 Debt Service fund due to timing of the loan. Debt service budgets in future years will be adjusted accordingly.

Attachment

	Allan Vigil Ford 3000 Allison	Nextran Truck Ctr ** 3000 Allison	Wade Ford 3000 Allison	Wade Ford 2500 Allison
Base Bid	$ 59,750.00	$ 59,225.00	$ 59,726.00	$ 55,746.00
Extended Base Bid	$ 179,250.00	$ 177,675.00		$ 167,238.00
Manuals	$ 400.00	n/a	$ 374.00	$ 374.00
Extended + Manuals	$ 179,650.00	$ 177,675.00		$ 167,702.00
City's Verification	$ 179,650.00	$ 177,675.00	**$ 179,552.00**	**$ 167,612.00**
Trade in 1 of 3	$ 1,500.00	$ 10,000.00	$ 9,150.00	$ 9,150.00
Trade in 2 of 3	$ 2,000.00	$ 16,000.00	$ 12,550.00	$ 12,550.00
Trade in 3 of 3	$ 2,000.00	$ 16,000.00	$ 15,750.00	$ 15,750.00
Ext + Man + Trade In	$ 174,150.00	$ 135,675.00		$ 130,252.00
City's Verification	**$ 174,150.00**	**$ 135,675.00** does not include manuals	**$ 142,102.00**	**$ 130,162.00**
Lead time	90-120 days	60 days	90 days	90 days

** Bid submitted by vendor does not meet minimum specs of bid.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** PT for JT **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent**
FROM:	**Public Services Director**
DATE:	**December 21, 2011**
SUBJECT:	**Annual Contract for Litter Removal and Disposal Services and Operation of City Compost Site** ***January 5, 2012 Council Meeting***

Recommendation:

Staff recommends that City Council award the service for Litter Removal and Operation of The City's Compost Site to Keep Peachtree City Beautiful (KPTCB) for their not to exceed annual proposed price of **$41,028**.

Discussion:

The purpose of this contract is to improve the control of litter throughout the City of Peachtree City. Proposals were received from three vendors for a seven-day a week schedule that will greatly improve the control of litter throughout the City. The vendor is also required to operate the Compost site off of Rockaway Road. Proposers were evaluated based on the following criteria and weights:

Price	55%
References	10%
Equipment	10%
Experience	25%

Each of the proposals submitted were evaluated by three staff members resulting in the following combined score out of a possible 5 (One being the worst, five being the best.):

Company	Amount	Weighted Score
Keep Peachtree City Beautiful	$41,028.00	4.93
TruGreen Landcare	$141,960.00	2.88
ValleyCrest Landcare	$176,176.00	2.87

Based on these evaluation Staff recommends Council approved the award of this contract to KPTCB for an annual not to exceed amount of **$41,028.**

Budget Impact:

If approved by City Council, funds not to exceed the budgeted amount of $41,028.00 will be dispersed from account 100-4100-521245.

FY 2012 Analysis of Landscape/Mowing/Litter Removal Bids versus Budget

Account	FY 2012 Budget	Landscape Maintenance	Grass Cutting and ROW	Litter Removal	Recreation Mowing	Total	(Over) Under
100-4100-521245 **Contractual Services - Public Works** (Landscape/Mowing/Litter Removal)	$318,000	$216,417	$201,930	$41,028		$459,375	($141,375)
100-4100-521245 **Contractual Services - Recreation** (Recreation Mowing)	$63,240				$57,250	$57,250	$5,990
100-4100-511200 **Part-Time Employees** (Recycling Center Attendant) - vacant	$7,867						$7,867
Totals:	**$389,107**	$216,417	$201,930	$41,028	$57,250	**$516,625**	**-$127,518**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager** AT for JP
Financial Services Director P.S
Assistant Financial Services Director
Purchasing Agent

FROM: **Public Services Director**

DATE: **December 21, 2011**

SUBJECT: **Annual Contract for Landscape Maintenance**
January 5, 2012 Council Meeting

Recommendation:
Staff recommends that City Council award the service for Landscape Maintenance to ValleyCrest Landscape Maintenance, Inc. for their not to exceed annual price of $216,417.00.

Discussion:
The purpose of this Request for Proposals (RFP) is to maintain Subdivision entrances and landscape beds throughout the City of Peachtree City. Proposals were received from three vendors for a five-day a week schedule. However, one vendor was disqualified from the proposal process for failing to meet the House Bill 1079 requirement to include a bid bond with the proposal submittal. As a result, the remaining two proposals were evaluated based on the following criteria and weights:

Price	40%
References	10%
Equipment	25%
Experience	25%

Each of the proposals submitted were evaluated by three staff members resulting in the following combined score out of a possible 5 (One being the worst, five being the best.):

Company	Amount	Price Proposal (40% weight)	References (10% weight)	Equipment (25% weight)	Experience (25% weight)	Weighted Score
ValleyCrest Landscape	$216,417.00	4.9	5.0	4.7	4.8	**4.8**
TruGreen LandCare	$213,654.00	5.0	4.7	4.5	4.3	**4.7**

(In addition to the scores above staff has attached the full list of pricing for evaluation by the Council.)Based on these evaluation Staff recommends Council approved the award of this contract to ValleyCrest Landcare for an annual rate not to exceed amount of **$216,417.00**

Budget Impact:

Total Funds were budgeted in the amount of $389,107.00 for all landscaping, mowing, and litter control throughout the City in the FY 2012. Based on the suggested approvals an additional $127,518.00 would need to be appropriated from general fund reserves to complete the total of $516,625.00 for all contracts.

Attachments

Public Works Complex								
Turf Maint	16	$	28.00	$	448.00	$	25.00	$ 400.00
Trimming	16	$	13.00	$	208.00	$	30.00	$ 480.00
Edging	4	$	16.00	$	64.00	$	5.00	$ 20.00
Blowing	16	$	9.00	$	144.00	$	37.00	$ 592.00
Pruning	2	$	91.00	$	182.00	$	100.00	$ 200.00
Weed Contro	16	$	19.00	$	304.00	$	25.00	$ 400.00
Mulching	2	$	136.00	$	272.00	$	450.00	$ 900.00
City Hall and Library Complex								
Turf Maint	16	$	90.00	$	1,440.00	$	100.00	$ 1,600.00
Trimming	16	$	14.00	$	224.00	$	50.00	$ 800.00
Edging	4	$	64.00	$	256.00	$	25.00	$ 100.00
Blowing	16	$	39.00	$	624.00	$	50.00	$ 800.00
Pruning	2	$	429.00	$	858.00	$	552.00	$ 1,104.00
Weed Contrc	16	$	49.00	$	784.00	$	40.00	$ 640.00
Mulching	2	$	7,199.00	$	14,398.00	$	3,400.00	$ 6,800.00
Fertilization	6	$	90.00	$	540.00	$	205.00	$ 1,230.00
Seasonal Col	2	$	411.00	$	822.00	$	575.00	$ 1,150.00
Plant Fert	2	$	80.00	$	160.00	$	100.00	$ 200.00
Aer & Top Dr	2	$	750.00	$	1,500.00	$	500.00	$ 1,000.00
In & Dis con	2	$	81.00	$	162.00	$	100.00	$ 200.00
McIntosh/Shakerag Complex								
Turf Maint	16	$	22.00	$	352.00	$	25.00	$ 400.00
Trimming	16	$	13.00	$	208.00	$	50.00	$ 800.00
Edging	4	$	22.00	$	88.00	$	25.00	$ 100.00
Blowing	16	$	30.00	$	480.00	$	37.00	$ 592.00
Pruning	2	$	115.00	$	230.00	$	150.00	$ 300.00
Weed Contrc	16	$	84.00	$	1,344.00	$	30.00	$ 480.00
Mulching	2	$	1,724.00	$	3,448.00	$	300.00	$ 600.00
Kedron Fieldhouse Complex								
Turf Maint	16	$	90.00	$	1,440.00	$	75.00	$ 1,200.00
Trimming	16	$	13.00	$	208.00	$	37.00	$ 592.00
Edging	4	$	62.00	$	248.00	$	25.00	$ 100.00
Blowing	16	$	52.00	$	832.00	$	37.00	$ 592.00
Pruning	2	$	102.00	$	204.00	$	150.00	$ 300.00
Weed Contrc	16	$	17.00	$	272.00	$	20.00	$ 320.00
Mulching	2	$	1,406.00	$	2,812.00	$	750.00	$ 1,500.00
Glenloch Recreation Complex								
Turf Maint	16	$	60.00	$	960.00	$	37.00	$ 592.00
Trimming	16	$	14.00	$	224.00	$	25.00	$ 400.00
Edging	4	$	35.00	$	140.00	$	12.50	$ 50.00
Blowing	16	$	26.00	$	416.00	$	25.00	$ 400.00
Pruning	2	$	339.00	$	678.00	$	55.00	$ 110.00
Weed Contrc	16	$	4.00	$	64.00	$	20.00	$ 320.00
Mulching	2	$	318.00	$	636.00	$	300.00	$ 600.00
Fire Station 81 (Leach)								
Turf Maint	16	$	57.00	$	912.00	$	25.00	$ 400.00
Trimming	16	$	5.00	$	80.00	$	18.00	$ 288.00
Edging	4	$	20.00	$	80.00	$	12.50	$ 50.00
Blowing	16	$	6.00	$	96.00	$	25.00	$ 400.00

Pruning	2	$	75.00	$	150.00	$	37.00	$	74.00
Weed Contro	16	$	15.00	$	240.00	$	10.00	$	160.00
Fire Station 82 (Neely)									
Turf Maint	16	$	42.00	$	672.00	$	25.00	$	400.00
Trimming	16	$	5.00	$	80.00	$	18.00	$	288.00
Edging	4	$	20.00	$	80.00	$	12.50	$	50.00
Blowing	16	$	5.00	$	80.00	$	25.00	$	400.00
Pruning	2	$	42.00	$	84.00	$	37.00	$	74.00
Weed Contro	16	$	9.00	$	144.00	$	10.00	$	160.00
Fire Station 83 (Weber)									
Turf Maint	16	$	42.00	$	672.00	$	25.00	$	400.00
Trimming	16	$	5.00	$	80.00	$	18.00	$	288.00
Edging	4	$	20.00	$	80.00	$	12.50	$	50.00
Blowing	16	$	5.00	$	80.00	$	25.00	$	400.00
Pruning	2	$	42.00	$	84.00	$	37.00	$	74.00
Weed Contro	16	$	9.00	$	144.00	$	10.00	$	160.00
Fire Station 84 (Satterthwaite)									
Turf Maint	16	$	42.00	$	672.00	$	25.00	$	400.00
Trimming	16	$	5.00	$	80.00	$	18.00	$	288.00
Edging	4	$	20.00	$	80.00	$	12.50	$	50.00
Blowing	16	$	5.00	$	80.00	$	25.00	$	400.00
Pruning	2	$	42.00	$	84.00	$	37.00	$	74.00
Weed Contro	16	$	9.00	$	144.00	$	10.00	$	160.00
1D. Additional Items									
Corrective Pr	400	$	25.93	$	10,372.00	$	26.50	$	10,600.00
Hardwood Mulch		$	42.00			$	27.00		
				$	216,417.00			$	213,654.00

FY 2012 Analysis of Landscape/Mowing/Litter Removal Bids versus Budget

Account	FY 2012 Budget	Landscape Maintenance	Grass Cutting and ROW	Litter Removal	Recreation Mowing	Total	(Over) Under
100-4100-521245 **Contractual Services - Public Works** (Landscape/Mowing/Litter Removal)	$318,000	$216,417	$201,930	$41,028		$459,375	($141,375)
100-4100-521245 **Contractual Services - Recreation** (Recreation Mowing)	$63,240				$57,250	$57,250	$5,990
100-4100-511200 **Part-Time Employees** (Recycling Center Attendant) - vacant	$7,867						$7,867
Totals:	**$389,107**	$216,417	$201,930	$41,028	$57,250	**$516,625**	**-$127,518**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** BT for JP **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent**
FROM:	**Public Services Director**
DATE:	**December 21, 2011**
SUBJECT:	**Annual Contract for Grass Cutting & Right Of Way Maintenance** ***January 5, 2012 Council Meeting***

Recommendation:
Staff recommends that City Council award the service for Grass cutting and Right Of Way Maintenance to TruGreen Landcare for their annual not to exceed price of $201,930.00.

Discussion:
The purpose of this Request for Proposal (RFP) is to mow the Right Of Ways throughout the City of Peachtree City. Proposals were received from three vendors for a five-day a week schedule. However, one vendor was disqualified from the RFP process for failing to meet the House Bill 1079 requirement to include a bid bond with the proposal submittal. As a result, the remaining two proposals were evaluated based on the following criteria and weights:

Price	40%
References	10%
Equipment	25%
Experience	25%

Each of the proposals submitted were evaluated by three staff members resulting in the following combined score out of a possible 5 (One being the worst, five being the best.):

Company	Amount	Price Proposal (40% weight)	References (10% weight)	Equipment (25% weight)	Experience (25% weight)	Weighted Score
ValleyCrest Landscape	$210,902.00	4.8	5.0	4.3	4.8	4.7
TruGreen LandCare	$201,930.00	5.0	5.0	4.3	4.7	4.8

(In addition to the scores above staff has attached the full list of pricing for evaluation by the council.) Based on these evaluation Staff recommends Council approved the award of this contract to TruGreen Landcare for their annual not to exceed price of $201,930.00.

Budget Impact:

Total Funds were budgeted in the amount of $389,107.00 for all landscaping, mowing, and litter control throughout the City in the FY 2012. Based on the suggested approvals an additional $127,518.00 would need to be appropriated from general fund reserves to complete the total of $516,625.00 for all contracts.

Attachments

Part 2 - Grass Cutting/Right-of-Way Maintenance

		ValleyCrest Landscape		TruGreen LandCare	
		UNIT COST	TOTAL		
2A. Primary Streets					
Turf maint	16	$ 5,325.00	$ 85,200.00	$ 3,680.00	$ 58,880.00
Trimming	16	$ 679.00	$ 10,864.00	$ 1,000.00	$ 16,000.00
Edging	4	$ 3,857.00	$ 15,428.00	$ 3,000.00	$ 12,000.00
Blowing	16	$ 1,093.00	$ 17,488.00	$ 2,500.00	$ 40,000.00
2B. Secondary Streets					
Turf maint	13	$ 1,158.00	$ 15,054.00	$ 2,300.00	$ 29,900.00
Trimming	13	$ 130.00	$ 1,690.00	$ 900.00	$ 11,700.00
Edging	4	$ 337.00	$ 1,348.00	$ 1,800.00	$ 7,200.00
Blowing	13	$ 110.00	$ 1,430.00	$ 1,650.00	$ 21,450.00
Animal Ca	12	$ 5,200.00	$ 62,400.00	$ 400.00	$ 4,800.00
			$ 210,902.00		$ 201,930.00

FY 2012 Analysis of Landscape/Mowing/Litter Removal Bids versus Budget

Account	FY 2012 Budget	Landscape Maintenance	Grass Cutting and ROW	Litter Removal	Recreation Mowing	Total	(Over) Under
100-4100-521245 **Contractual Services - Public Works** (Landscape/Mowing/Litter Removal)	$318,000	$216,417	$201,930	$41,028		$459,375	($141,375)
100-4100-521245 **Contractual Services - Recreation** (Recreation Mowing)	$63,240				$57,250	$57,250	$5,990
100-4100-511200 **Part-Time Employees** (Recycling Center Attendant) - vacant	$7,867						$7,867
Totals:	**$389,107**	$216,417	$201,930	$41,028	$57,250	**$516,625**	**-$127,518**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** BT for JP **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent**
FROM:	**Public Services Director**
DATE:	**December 21, 2011**
SUBJECT:	**Annual Contract for Recreational Facility Mowing** ***January 5, 2012 Council Meeting***

Recommendation:
Staff recommends that City Council award the service for Recreational Facility Mowing to TruGreen Landcare for their not to exceed annual price of $57,250.00.

Discussion:
The purpose of this Request for Proposal (RFP) is to mow Recreational Facilities throughout the City of Peachtree City. Proposals were received from three vendors for a five-day a week schedule. However, one vendor was disqualified from the RFP process for failing to meet the House Bill 1079 requirement to include a bid bond with the proposal submittal. As a result, the remaining two proposals were evaluated based on the following criteria and weights:

Price	40%
References	10%
Equipment	25%
Experience	25%

Each of the proposals submitted were evaluated by three staff members resulting in the following combined score out of a possible 5 (One being the worst, five being the best.):

Company	Amount	Price Proposal (40% weight)	References (10% weight)	Equipment (25% weight)	Experience (25% weight)	Weighted Score
ValleyCrest Landscape	$117,479.00	2.4	4.8	4.3	4.8	3.7
TruGreen LandCare	$57,250.00	5.0	4.8	4.3	4.7	4.7

(In addition to the scores above staff has attached the full list of pricing for evaluation by the council.) Based on these evaluation Staff recommends Council approved the award of this contract to TrueGreen Landcare for an annual not to exceed amount of **$57,250.00.**

Budget Impact:

Total Funds were budgeted in the amount of $389,107.00 for all landscaping, mowing, and litter control throughout the City in the FY 2012. Based on the suggested approvals an additional $127,518.00 would need to be appropriated from general fund reserves to complete the total of $516,625.00 for all contracts.

Attachments

Part 3 - Athletic Turf Field Mowing

		ValleyCrest Landscape		TruGreen LandCare	
		UNIT COST	TOTAL	UNIT COST	TOTAL
3A sports fields					
Turf Maint	36	$ 1,258.00	$ 45,288.00	$ 600.00	$ 21,600.00
Trimming	36	$ 395.00	$ 14,220.00	$ 200.00	$ 7,200.00
Edging	6	$ 90.00	$ 540.00	$ 50.00	$ 300.00
Blowing	36	$ 62.00	$ 2,232.00	$ 200.00	$ 7,200.00
3B non-sports fields					
Turf Maint	16	$ 2,068.00	$ 33,088.00	$ 650.00	$ 10,400.00
Trimming	16	$ 784.00	$ 12,544.00	$ 350.00	$ 5,600.00
Edging	3	$ 677.00	$ 2,031.00	$ 50.00	$ 150.00
Blowing	16	$ 471.00	$ 7,536.00	$ 300.00	$ 4,800.00
			$ 117,479.00		$ 57,250.00

FY 2012 Analysis of Landscape/Mowing/Litter Removal Bids versus Budget

Account	FY 2012 Budget	Landscape Maintenance	Grass Cutting and ROW	Litter Removal	Recreation Mowing	Total	(Over) Under
100-4100-521245 **Contractual Services - Public Works** (Landscape/Mowing/Litter Removal)	$318,000	$216,417	$201,930	$41,028		$459,375	($141,375)
100-4100-521245 **Contractual Services - Recreation** (Recreation Mowing)	$63,240				$57,250	$57,250	$5,990
100-4100-511200 **Part-Time Employees** (Recycling Center Attendant) - vacant	$7,867						$7,867
Totals:	**$389,107**	$216,417	$201,930	$41,028	$57,250	**$516,625**	**-$127,518**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council Members**

VIA: **City Manager**
Director of Financial Services P.S.
Assistant Financial Services Director
Purchasing Agent

FROM: **Public Services Director**

DATE: **December 8, 2011**

SUBJECT: **Approve Shumate for City Mechanical Systems for Calendar year 2012**
January 5, 2012 Council Meeting

RECOMMENDATION: Staff recommends the City Council authorize the City to extend our current agreement with Shumate for all City Mechanical Services for calendar year 2012 for the annual cost of $108,410.33.

DISCUSSION: Shumate Mechanical was awarded a three year agreement for City Mechanical Services in 2009 at a cost of $105,996.00. Staff has been extremely pleased with the service provided by this vendor. The economic situation that currently exists has had some positive influence on the City's ability to obtain/maintain extremely competitive pricing from Shumate. With the exception of new systems, Shumate has agreed to keep their pricing the same as three years ago. New systems (such as Station 84 upon completion) will see slightly adjusted pricing. In addition Shumate remains one of only two contractors (which are not Trane) in the state that are Trane Applied Systems Contractors. This certification means that they are certified by Trane to install and/or service Trane Building Automation Systems which the City currently uses.

An ongoing positive financial impact to staying with the vendor who is already intimately familiar with City equipment is that a significant amount of staff's time would not need to be dedicated to educating a new vendor to the City's intricate system. Given the current workload of staff as well as the upcoming projects, staff will appreciate having a vendor in place that can be productive immediately.

Budget Impact: The City will not see cost increases (except for those systems which have changed since February 2009). The current cost proposal is $108,410.33.

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

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

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

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

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

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

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

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

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

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

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

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

FW: Shumate Mechanical

David McDaniel
Sent: Monday, December 05, 2011 8:48 AM
To: Angela Egan

Fyi. please review.

David McDaniel
Public Works
Blds. & Grounds Mgr.
209 McInTosh Trail
Peachtree City,GA
TEL 770-487-5183
FAX 770-631-2533

From: Joe Cannafax [JCannafax@shumatemech.com]
Sent: Friday, December 02, 2011 3:54 PM
To: David McDaniel
Subject: Shumate Mechanical

David,

The contract renewal has the same coverage and terms as last year.

Joe Cannafax
Commercial Division
2805 Premiere Parkway
Duluth, GA 30097
678-584-0880 office
678-409-7490 mobile
JCannafax@shumatemech.com
www.shumatecommercial.com

SHUMATE
Mechanical

SHUMATE MECHANICAL

2805 Premiere Parkway
Duluth, GA 30097
Phone #: 678-584-0880
Fax #: 770-418-1589

GA Reg# CU401014
FL CMC 1249648
SC # MI03985

Date of Proposal: 12/1/2011
Proposal must be accepted within 60 days of proposal date.

$108,410.33

COMMERCIAL PREVENTATIVE MAINTENANCE AGREEMENT

Customer Information

Company: Peachtree City Kedron Fire Station Expansion
Contact:
Phone #:
Fax #:
E-mail:
Customer #:

Customer Address:

Property Manager:

Billing Information

Company:
Contact:
Phone #:
Fax #:
E-Mail:
Bill to #:

Billing Address:

We agree to provide planned maintenance on the following equipment for your facility for a total annual cost of: $8,194.33

Equipment	Quantity of Equipment	# of Maintenance Visits including Filter Change per Piece of Equipment	
Unit Heater	3	1	16 - 18 LF
Airmation Unit	4	4	16 - 18 LF

Please see attached for model and serial numbers of covered equipment as well as a detailed explanation of what is entailed in a full maintenance inspection for each type of equipment.

This agreement is effective for one year from the start date.

Start Date:
Upon receipt of payment.

Billing Terms: Annual
Z COMM BILL
1 Payments at $8,194.33

Additional Benefits:
Improved Equipment Efficiency
Priority Customer Status
24 Hour Emergency Service
15% Discounts on parts and repairs

Other: Either party can cancel agreement with 30 days written notice.

Notes:
Lift = $1833
Maintenance Labor (Labor only) = $2,759.00, Airmation Filters (Material only) = $3,602.33, Unit Heater Breakout = $410.00

Proposed by:

Steve Bury
Account Manager
Shumate Mechanical, LLC

Joe Cannafax
Contract Manager

Customer Approval Procedure: Upon approval of the agreement, please sign and return to the above address with payment. Confirmation receipt and maintenance sequencing will be returned to you. If there are any questions or special instructions, please call your Account Manager at 678-584-0880.

Contact Name:
Signature:
Date:
PO #

We Appreciate Your Business.
Your Service Team:
Your Service Coordinator:
Direct Phone Number: **678-584-0880**

Additional Terms and Conditions of Agreement

1. Customer agrees to promptly notify Shumate Mechanical LLC of any unusual operating conditions of the subject equipment. Said Customer further agrees to promptly notify Shumate Mechanical LLC of any suspected malfunction or defect in the equipment and to report same promptly to Shumate Mechanical LLC at its office. The Customer understands that Shumate Mechanical LLC has a 24 hour, 7 day a week answering service.

2. This agreement includes full scope of work as outlined in executed proposal and as detailed in task schedule herein attached. Any repairs required due to mechanical failure are not covered under this service agreement unless otherwise stated herein and will be charged by Shumate Mechanical LLC at current discounted service rates. Customer will be charged discounted overtime service rates for any call performed outside of normal business hours defined as 7:00 a.m. - 4:00 p.m. Monday through Friday EST.

3. **Shumate Mechanical LLC shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any other damages of any nature based upon express warranty, implied warranty, or other legal theory due to the non-operation or mal-function of the equipment, including damage to property or personal injury caused by the equipment, unless said malfunction or non-operation of said equipment is due solely to the negligence of Shumate Mechanical LLC.**

4. If the equipment requires the use of water, either re-circulated or otherwise, the water thus used may be or may become contaminated, or cause corrosion. As neither the extent nor nature of such contamination or corrosion can be predicted in advance, Shumate Mechanical LLC hereby assumes no liability for either the quality or condition of the water or for any damage that it may cause to the subject equipment. Customer understands that this agreement does not cover the replacement or repair of any part of the subject equipment which is caused by water contamination, corrosion or any other cause attributable to the use of water by the equipment, whether as to ordinary wear and use or otherwise.

5. The Customer cannot assign or transfer this agreement without the written consent of Shumate Mechanical LLC and no modifications, additions or changes may be made to this agreement except in writing, signed by the parties. This instrument contains the entire agreement between the parties hereto

6. **The standard of workmanship hereunder shall be that which is reasonable and customary in local jurisdiction.**

7. Contract payment shall be due and payable immediately upon receipt of invoice per billing option as chosen on executed contract proposal, after payment is received Shumate Mechanical LLC shall schedule first visit within 60 days of payment receipt, unless negotiated otherwise. Customer agrees to make all payments described herein promptly when due at the offices of Shumate Mechanical LLC, 2805 Premiere Parkway, Duluth, GA 30097. In the case that payment is not received within 60 days of invoice date, Shumate Mechanical reserves the right to cancel contract.

8. **Shumate Mechanical LLC shall not be required to furnish any items of equipment, labor or other services which are recommended or required by insurance companies or any governmental agency, including the conducting of any test required by the foregoing. This includes, but is not limited to, bringing equipment up to code due to renovation.**

9. The express warranties contained herein are in lieu of any and all other warranties, express or implied, including any warranty or merchantability or fitness for a particular use. Without limitation, Shumate Mechanical LLC shall not be liable upon any warranty theory, express or implied, regarding the manufacture or operation of any equipment installed by it with the exception that Shumate Mechanical LLC shall cause same to be repaired or replaced in the event of faulty operation or malfunction of said equipment and shall be liable for no other damages except as specified herein. Shumate Mechanical LLC thus disclaims any implied warranty of any nature whatsoever.

10. The Customer agrees to pay as an addition to the price herein above set forth, the amount of any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the transfer, use, ownership or possession of the equipment to which the agreement relates.

11. Either Party may cancel agreement at any time; given a 30 day written notice to other party is provided. Upon customer cancellation, the following refund policy applies based on number of months beyond start date: month 1 = 90% refund, month 2=80% refund, month 3=70% refund, month 4=60% refund, month 5=50% refund, month 6=40% refund, month 7=30% refund, month 8= 20% refund, month 9=10% refund, month 10=0% refund, month 11=0% refund, month 12= 0% refund. If contract length is more than 1 year then refund schedule will be adjusted accordingly.

12. **Shumate Mechanical LLC shall not be responsible for any delay or failure to render the services or to make delivery of any merchandise as set forth herein due to Federal, State, Municipal actions or regulations, strikes or other labor troubles, fires, embargoes, accidents, war, vandalism, weather related incidents or any other causes, contingent to or circumstances beyond the control of Shumate Mechanical LLC and/or which make the fulfillment of this agreement impractical. On removal of the cause of such failure or interruption, performance shall be resumed pursuant to the terms as set forth herein.**

13. **Shumate Mechanical LLC shall not be liable for any damages whatsoever which are occasioned by defective design, defective materials, defective operation, defective installation or malfunctions of equipment or for any equipment which the owner specifies or which is designed by the owner's instructions or specifications. Neither shall Shumate Mechanical LLC be liable for any design malfunction by any person or for faulty plans and specifications.**

14. Customer agrees to permit our personnel the use of his common building maintenance tools, such as roof hatch, fixed ladders, building domestic water, etc . . . . Customer agrees to permit our personnel the use of building parking areas.

15. Shumate Mechanical LLC reserves the right to extend contract expiration date due to market conditions, acts of nature, delays of payment and/or scheduling conflicts.

16. Emergency Call Definition:
An emergency call must be handled within 24 hours of notification to Shumate Mechanical LLC. An emergency is defined as follows:
1) When no heat or air is working in the facility (not just one of several systems) and the temperatures are extreme: 35 degrees Fahrenheit or less in winter, or 90 degrees Fahrenheit or more in the summer.
2) Gas Leak. 3) Carbon Monoxide. 4) Computer Room/Clean Room unit not working. 5) Sparks. 6) Fire. 7) Water Leaks.

17. This contract will automatically renew on expiration date. 30 days prior to expiration date, customer will receive a notification of renewal Customer reserves the right to notify Shumate Mechanical LLC in writing if automatic renewal is deemed unecessary. An invoice will automatically generate and 1st visit will be scheduled for 60 days after payment is received for renewed contract, unless negotiated otherwise. All terms and conditions of previous contract will apply. Shumate Mechanical LLC reserves the right to escalate contract at auto renewal if market conditions require. Any revisions required should be communicated to Account Manager prior to automatic renewal.

Initials

SHUMATE MECHANICAL

GA Reg. CU401014

Date of Proposal: 12/3/2011
Proposal must be accepted within 60 days of proposal date.

2805 Premiere Parkway
Duluth, GA 30097
Phone #: 770-616-0366
Fax #: 770-416-1589

Visit our website at www.shumatemechanical.com to see our full range of services.

COMMERCIAL FULL MAINTENANCE AGREEMENT

Customer Information

Company: City of Peachtree City Full Maintenance Agreement
Contact: David McDaniel
Phone #: (770) 487-7657
Fax #:
E-mail:
Customer #: MULTIPLE

Customer Address:

Property Manager:

Billing Information

Company: City Of Peachtree City
Contact: David McDaniel
Phone #: (770) 487-7657
Fax #:
E-Mail:
Bill to #: 15568

Billing Address: 151 Willowbend Road
Peachtree City, GA 30269

We agree to provide planned maintenance on the following equipment for your facility for a total annual cost of: $100,216.00

Locations	# of Maintenance Visits	
Kedron Fieldhouse & Aquatic Center	4	
Police Department	4	
Willow Bend Library	4	
City Hall	4	
Sports Complex	4	
Public Works - Admin	4	
Glenloch Recreation	4	
Weber Fire Station	4	
Amphitheatre	4	
Kedron Fire Station	4	
BMX Track	4	
Gathering Place	4	
Recreation Admin Building	4	
Roller Rink- Bathroom	4	
Public Works - Satellite	4	
Public Works - Bays	4	
Soccer Field	4	
Softball Field 1-4	4	
Softball Field 5-8	4	
Softball Field 9-10	4	
Leach Fire Station	4	
Neely Fire Station	4	
Meade Field	4	
Riley Field	4	
Gazebo	4	

Please see attached for model and serial numbers of covered equipment as well as a detailed explanation of what is entailed in a full maintenance inspection for each type of equipment.

This agreement is effective for one year from the start date.

Start Date: January 1, 2012
Upon receipt of payment.

Billing Terms: Quarterly
4 Payments at $25,054.00

Notes: See attached proposal for Kedron Fire Station Expansion

Proposed by: Joe Cannafax

Additional Benefits:
Improved Equipment Efficiency
Priority Customer Status
24 Hour Emergency Service
15% Discounts on parts and repairs

Other: Either party can cancel agreement with 30 days written notice.

Joe Cannafax
Account Manager
Shumate Mechanical, LLC

Customer Approval Procedure: Upon approval of the agreement, please sign and return to the above address with payment. Confirmation receipt and maintenance sequencing will be returned to you. If there are any questions or special instructions, please call your Account Manager at 678-614-9121

Contact Name:
Signature:
Date:
PO #

We Appreciate Your Business.
Your Service Team: [redacted]
Your Account Manager: **Steve Bury**
Direct Phone Number: 678-614-9121

Additional Terms and Conditions of Agreement

1. Customer agrees to promptly notify Shumate Mechanical LLC of any unusual operating conditions of the subject equipment. Said Customer further agrees to promptly notify Shumate Mechanical LLC of any suspected malfunction or defect in the equipment and to report same promptly to Shumate Mechanical LLC at its office. The Customer understands that Shumate Mechanical LLC has a 24 hour, 7 day a week answering service.

2. This agreement includes full scope of work as outlined in executed proposal and as detailed in task schedule herein attached. Any repairs required due to mechanical failure are not covered under this service agreement unless otherwise stated herein and will be charged by Shumate Mechanical LLC at current discounted service rates. Customer will be charged discounted overtime service rates for any call performed outside of normal business hours defined as 7:00 a.m. - 4:00 p.m. Monday through Friday EST.

3. **Shumate Mechanical LLC shall not be liable for any loss, damage, consequential damages, negligence, breach of contract or any other damages of any nature based upon express warranty, implied warranty, or other legal theory due to the non-operation or mal-function of the equipment, including damage to property or personal injury caused by the equipment, unless said malfunction or non-operation of said equipment is due solely to the negligence of Shumate Mechanical LLC.**

4. If the equipment requires the use of water, either re-circulated or otherwise, the water thus used may be or may become contaminated, or cause corrosion. As neither the extent nor nature of such contamination or corrosion can be predicted in advance, Shumate Mechanical LLC hereby assumes no liability for either the quality or condition of the water or for any damage that it may cause to the subject equipment. Customer understands that this agreement does not cover the replacement or repair of any part of the subject equipment which is caused by water contamination, corrosion or any other cause attributable to the use of water by the equipment, whether as to ordinary wear and use or otherwise.

5. The Customer cannot assign or transfer this agreement without the written consent of Shumate Mechanical LLC and no modifications, additions or changes may be made to this agreement except in writing, signed by the parties. This instrument contains the entire agreement between the parties hereto.

6. **The standard of workmanship hereunder shall be that which is reasonable and customary in local jurisdiction.**

7. Contract payment shall be due and payable immediately upon receipt of invoice per billing option as chosen on executed contract proposal, after payment is received Shumate Mechanical LLC shall schedule first visit within 60 days of payment receipt, unless negotiated otherwise. Customer agrees to make all payments described herein promptly when due at the offices of Shumate Mechanical LLC, 2805 Premiere Parkway, Duluth, GA 30097. In the case that payment is not received within 60 days of invoice date, Shumate Mechanical reserves the right to cancel contract.

8. **Shumate Mechanical LLC shall not be required to furnish any items of equipment, labor or other services which are recommended or required by insurance companies or any governmental agency, including the conducting of any test required by the foregoing. This includes, but is not limited to, bringing equipment up to code due to renovation.**

9. The express warranties contained herein are in lieu of any and all other warranties, express or implied, including any warranty or merchantability or fitness for a particular use. Without limitation, Shumate Mechanical LLC shall not be liable upon any warranty theory, express or implied, regarding the manufacture or operation of any equipment installed by it with the exception that Shumate Mechanical LLC shall cause same to be repaired or replaced in the event of faulty operation or malfunction of said equipment and shall be liable for no other damages except as specified herein. Shumate Mechanical LLC thus disclaims any implied warranty of any nature whatsoever.

10. The Customer agrees to pay as an addition to the price herein above set forth, the amount of any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the transfer, use, ownership or possession of the equipment to which the agreement relates.

11. Either Party may cancel agreement at any time; given a 30 day written notice to other party is provided. Upon customer cancellation, the following refund policy applies based on number of months beyond start date: month 1 = 90% refund, month 2=80% refund, month 3=70% refund, month 4=60% refund, month 5=50% refund, month 6=40% refund, month 7=30% refund, month 8= 20% refund, month 9=10% refund, month 10=0% refund, month 11=0% refund, month 12= 0% refund. If contract length is more than 1 year then refund schedule will be adjusted accordingly.

12. **Shumate Mechanical LLC shall not be responsible for any delay or failure to render the services or to make delivery of any merchandise as set forth herein due to Federal, State, Municipal actions or regulations, strikes or other labor troubles, fires, embargoes, accidents, war, vandalism, weather related incidents or any other causes, contingent to or circumstances beyond the control of Shumate Mechanical LLC and/or which make the fulfillment of this agreement impractical. On removal of the cause of such failure or interruption, performance shall be resumed pursuant to the terms as set forth herein.**

13. **Shumate Mechanical LLC shall not be liable for any damages whatsoever which are occasioned by defective design, defective materials, defective operation, defective installation or malfunctions of equipment or for any equipment which the owner specifies or which is designed by the owner's instructions or specifications. Neither shall Shumate Mechanical LLC be liable for any design malfunction by any person or for faulty plans and specifications.**

14. Customer agrees to permit our personnel the use of his common building maintenance tools, such as roof hatch, fixed ladders, building domestic water, etc . . . . Customer agrees to permit our personnel the use of building parking areas.

15. Shumate Mechanical LLC reserves the right to extend contract expiration date due to market conditions, acts of nature, delays of payment and/or scheduling conflicts.

16. **<u>Emergency Call Definition:</u>**
An emergency call must be handled within 24 hours of notification to Shumate Mechanical LLC. An emergency is defined as follows:
1) When no heat or air is working in the facility (not just one of several systems) and the temperatures are extreme: 35 degrees Fahrenheit or less in winter, or 90 degrees Fahrenheit or more in the summer.
2) Gas Leak. 3) Carbon Monoxide. 4) Computer Room/Clean Room unit not working. 5) Sparks. 6) Fire. 7) Water Leaks.

17. This contract will automatically renew on expiration date. 30 days prior to expiration date, customer will receive a notification of renewal Customer reserves the right to notify Shumate Mechanical LLC in writing if automatic renewal is deemed unecessary. An invoice will automatically generate and 1st visit will be scheduled for 60 days after payment is received for renewed contract, unless negotiated otherwise. All terms and conditions of previous contract will apply. Shumate Mechanical LLC reserves the right to escalate contract at auto renewal if market conditions require. Any revisions required should be communicated to Account Manager prior to automatic renewal.

Initials

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager** PW for JP.

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

DATE: **December 28, 2011**

SUBJECT: **Consider Alcohol Ordinance Amendment to Allow For Wine Tastings**
January 5, 2011, City Council Meeting

Recommendation:

That Council adopt the attached ordinance amendment to allow for Wine Tasting events at establishments with a license to sell wine by the package.

Discussion:
At the December 1, 2011, meeting, Mr. Thomas Friedheim, the Atlanta Division Wine Trainer for Kroger, presented a concept to Council for designated Kroger stores to host wine tasting events. The program has been successfully launched in Dalton, Georgia, and Kroger has designated the Kedron Kroger in Peachtree City as another possible location for the event.

Council directed staff to move forward with an ordinance amendment to allow these types of functions, which would be limited to locations with a license to sell wine or beer and wine by the package (no liquor sales). The language in the attached ordinance has been adapted from the ordinance adopted by the City of Dalton.

Staff is also recommending a one-time fee equal to the fee established for Applications for Change In Alcohol License (currently $150.00) for businesses to add the wine tasting component to their wine permit.

Budget Impact:

This item will increase Alcohol License Fees by $150.00 per business opting to obtain the permit and could increase overall wine sales and the associated excise taxes imposed thereon within the City.

ORDINANCE NUMBER ________

AN ORDINANCE TO AMEND CHAPTER SIX, ALCOHOLIC BEVERAGES, OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED, TO PROVIDE FOR WINE TASTING PERMITS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

Section 1. Chapter Six, Article II, Division 1, Section 6-36 of the Alcoholic Beverage Ordinance, as amended, be further amended by adding a new subparagraph (a)(14) as follows:

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

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

(1) Retail consumption dealer (distilled spirits);
(2) Retail package dealer (distilled spirits);
(3) Retail consumption dealer (malt beverage);
(4) Retail package dealer (malt beverage);
(5) Retail consumption dealer (wine);
(6) Retail package dealer (wine);
(7) Wholesale dealer (distilled spirits);
(8) Wholesale dealer (malt beverage);
(9) Wholesale dealer (wine);
(10) Retail consumption dealer—Additional license;
(11) Qualifying location permit (distilled spirits, malt beverages and wine);
(12) Special event permit; and
(13) Retail consumption dealer (distilled spirits, malt beverage, wine) Frederick Brown, Jr., Amphitheater.
(14) Wine Tasting Permit (supplemental to retail package dealer for wine or retail package dealer for wine and malt beverage)

Section 2. Chapter Six, Article II, Division 1, of the Alcoholic Beverage Ordinance, as amended, be further amended by adding a new Section 6-54 as follows:

Sec. 6-54. - Wine Tastings

a) A wine-tasting permit for purposes of this section shall be limited to a person possessing a current license from the city for the sale of wine by the package and a valid current wine license from the state.

b) No wine tasting shall be conducted on the premises of any place of business licensed to sell distilled spirits in the unbroken container. Any wine tasting occurring on the premises of a business possessing a license to sell wine by the package shall be limited to an area that is separated from the retail area of the premises by walls or other partitions that prohibit pedestrian traffic through the wine tasting area.

c) An eligible licensee may petition the city for a wine-tasting permit provided it meets all requirements of the city's alcohol beverage ordinance and presently maintains a valid license for the sale of wine by the package issued by the city. A wine-tasting permit shall allow the permittee to offer or sell wine samples in connection with an instructional or educational promotion. A wine-tasting permit is intended to allow such activity on a limited basis and shall not be a part of the core operations of such establishment or occur on a daily basis.

d) A wine-tasting permittee shall be subject to all laws, rules and regulations of the city and state, including rule 560-2-5-.05 of the state department of revenue, alcohol and tobacco division, and shall be subject to permit revocation for violation thereof.

e) Said wine-tasting permit need only be applied for once and shall automatically renew when said license to sell wine by the package is renewed. Provided, however, that the city may revoke or suspend such wine-tasting permit and/or impose such conditions on its operation at the city's discretion for violation of this Code or in furtherance of the health, safety and welfare of the city's inhabitants.

f) The one-time fee for application for the wine tasting permit shall be equal to the established fee for applications for a change in license.

Section 3. Chapter Six, Article III, Section 6-119 of the Alcoholic Beverage Ordinance, as amended, be further amended as follows:

Sec. 6-119. - Opening of package on premises.

No retail package dealer may allow or permit the opening of any package or the drinking of the contents on the premises where sold, except as authorized through a valid wine tasting permit, and both the person violating this article, the licensee and the license representative allowing or permitting it to be done shall be guilty of an offense.

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 adoption.

This ________ day of ____________________ 2012.

____
Don Haddix, Mayor

____

____

____

____

Attest: ______________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Community Services Director

FROM: **Planning and Zoning Administrator** David

DATE: **December 28, 2011**

SUBJECT: **Consider request from NorSouth to abandon a portion of Newgate Road**
January 5, 2012 City Council Meeting

Recommendation
That Council accept the sum of $75,000.00 from NorSouth Development of Georgia, LLC ("Applicant") in exchange for a 0.431-acre tract of land encompassing a portion of Newgate Road and authorize the City Attorney to proceed with preparation of closing documents.

Discussion
At their May 19, 2011 meeting, City Council voted unanimously to authorize Staff to proceed with the abandonment of a 0.431-acre tract of land at the end of Newgate Road (Attachment "A") as requested by the Applicant. Staff commissioned an appraisal to determine the Fair Market Value of the subject tract (Attachment "B"). It is our understanding that both Council and the Applicant have agreed on the findings of the appraisal.

Budget impacts
There are no budget impacts associated with this request, as the Applicant would pay all costs associated with preparing the appraisal and the abandonment process.

Attachments

EXCERPT OF APPROVED MEETING MINUTES
CITY COUNCIL

May 19, 2011

05-11-09 Consider Request from NorSouth to Abandon a Portion of Newgate Road

Kathy Zickert of Smith, Gambrell & Russell, attorney for NorSouth, addressed Council. She referred to the March 3 rezoning of the property located on Newgate Road, and their expressed contemplation that the City abandon part of the cul-de-sac. She said that, while the cul-de-sac served no public purpose and was not necessary for the development, abandonment of the 0.431 acres would help the development design and the City at the same time. NorSouth had two proposals. The first was for a land swap – the Newgate Road portion in exchange for 0.861 acres to enhance the buffer along SR 74. The second proposal was to have the portion of Newgate Road appraised and to pay the City for it once it was abandoned. NorSouth asked that Council either approve the land swap or abandonment in concept, so NorSouth could get the submission ready that was due to the Department of Community Affairs (DCA) in a few weeks.

Architect Bill Foley showed drawings of how the development would work with and without the portion of Newgate Road. Foley said the plan with the Newgate Road right-of-way freed up more greenspace on the site. There would be a private drive into the property from the hotel to the project, taking the maintenance of that portion of the road off the City. Learnard asked where the additional greenspace would be. Foley said the building would move forward, which reduced the amount of additional drive/parking ratio. He had not done the full calculation, but removing 0.4 acres of the hard cul-de-sac allowed the building to be pulled up, creating greenspace around it. The building would be more compact due to the lower number of units. There would still be a cul-de-sac, but would be done within the parking standards and loop as opposed to having the hard 24-foot cul-de-sac currently in place. The amount of driving area and hard pavement on site was reduced.

Haddix asked if the 0.8 acres was developable. Foley said it would be dedicated as buffer for the City. It was developable. Imker asked if NorSouth would make changes to the 0.8 acres to help hide the development from SR 74 whether the land was swapped or not. Zickert said there was a landscape condition, and enhanced landscaping had always been contemplated in that area. They would have to bring those drawings back to the Planning Commission for approval.

Imker asked what the estimated value of the 0.4 acres of Newgate Road was, adding he could not make a value judgment without a value. Rast said staff had not done a cost analysis yet or looked at comparables in the area. There was a lot of vegetation in the SR 74 right-of-way to help screen the development. The 0.8 acres was shown as a 50-foot landscape strip on the plat.

Imker asked if NorSouth had a number in mind. Zickert said there was a legal process that had to be followed for abandonment of that portion of the road. Her guess was the property was worth approximately $75,000, but she could not promise that. Imker said he supported selling the property as the buffer would be there whether the City owned the property or not.

Meeker said direction was needed from Council on whether they wanted to swap the properties, abandon the portion of road, or do nothing, adding there was a process that the City must go through. At this point, NorSouth needed direction from Council as they were submitting their plans and information for financing.

Beth Pullias clarified that proceeding with the abandonment or the land swap was not approval of the plan, and the plan still had to go through the Planning Commission. Meeker said that was correct. A motion was needed to proceed with either the abandonment or the land swap, but that was not final. It was just a motion to proceed. The applicant would have to come back to Council at the appropriate time during the legal process.

Sturbaum moved to authorize staff to proceed with the abandonment. Learnard seconded. The motion carried unanimously.

SUMMARY APPRAISAL OF REAL PROPERTY

LOCATED AT:

Newgate Road (0.431 Acres)
Fayetteville, Fayette County, GA 30269
District 7, Land Lot 134

AS OF:

June 10, 2011

Prepared for:

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Prepared by:

RICE APPRAISAL SERVICE

Real Estate Appraisal and Consulting
52 Lundy Street
Newnan, Georgia 30263
(770) 683-3434
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Andy Rice
GA.Cert.Gen.#6152

James H. Burton, Ph.D.
Ga. Cert. Gen. #398
Ala. Cert. Gen. #686

June 15, 2011

City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

RE: Summary Appraisal Report of the 0.431 acres which is the ending cul-de-sac along the north side of Newgate Road, Peachtree City, Fayette County, GA 30269; Land Lot 134 at District 7.

According to your request for a summary appraisal report, the land and remainder of any real property have been inspected, and an appraisal has been completed of the property at the above captioned location.

The purpose of this appraisal is to estimate the Market Value of the Fee Simple Interests in the property as of June 10, 2011. Please refer to the definitions of Market Value, Most Probable Selling Price and Fee Simple Interests following this section.

Submitted herewith is our summary appraisal report, which contains the pertinent data considered and the reasoning leading to our opinion of the estimated Market Value. Conditions and assumptions which may limit or qualify the value estimate, the certification, and qualifications of the appraisers are included as attachments.

Based on comparable land sales and discussions with market participants, the **marketing time** for the subject property is estimated at approximately **twelve months.** It is our opinion that the Market Value of the Fee Simple Interests of the 0.431 acre tract of land, as of June 10, 2011 is estimated to be:

$75,000
-Seventy Five Thousand Dollars-

It has been a pleasure to serve you in this assignment.

Respectfully submitted,

Andy Rice

Andy Rice
Certified General Appraiser CG6152
State of Georgia

CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this appraisal report:

1. I have no present or contemplated future interest in the real estate that is the subject of this appraisal report;

2. I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved;

3. Andy Rice personally inspected the property. No one other than the undersigned or typical comparable data exchanges among appraisers and sales data services provided significant professional assistance in research to the undersigned. The undersigned prepared the analyses, conclusions, and opinions concerning real estate that are set forth in this appraisal report.

4. The undersigned hereby certifies that to the best of my knowledge and belief, the statements of fact contained within this report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct; also, this report sets forth all the Limiting Conditions affecting the analyses, opinions and conclusions contained within this report; also, this report has been prepared in conformity with and is subject to the requirements of the Code of Ethics and Standards of Professional Conduct of the Appraisal Institute, and the Standards of Professional Appraisal Practice of the Appraisal Foundation;

5. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

6. The appraisal assignment was not based on a requested minimum valuation, a specified valuation, or the approval a loan.

RESTRICTIONS UPON DISCLOSURE AND USE

The by-laws and Regulations of the Appraisal Institute and the Standards of Professional Appraisal Practice of the Appraisal Foundation govern disclosure of the contents of this appraisal report.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he/she is connected, or any reference to the appraiser's designation) shall be disseminated to the public through advertising media, public regulations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

Andy Rice

Andy Rice
Certified General Appraiser CG6152
State of Georgia

LIMITING CONDITIONS AND ASSUMPTIONS

This appraisal is made subject to the following:

1) It is assumed that there are no hidden or apparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

   Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

2) Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser. If, for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the appraiser reserves the right to alter or change any or all conclusions and/or estimates of value.

3) A legal description may not have been furnished, and it is assumed that the physical characteristics of the property, with regard to metes and bounds and road frontages, are essentially as depicted on the plat of the property attached herewith as an exhibit.

4) No responsibility is assumed for matters legal in character, nor is any opinion rendered as to title, which is assumed to be good and marketable. Normal mortgage loan encumbrances and utility easements are considered to exist.

5) If this report is used by any other party, other than the addressee or the person who has paid the fee connected herewith, prior written permission must be obtained from the appraiser. This appraisal is not intended for use by anyone other than the Party for which it was prepared; third parties may rely on this appraisal only at their peril.

6) Any subsequent copies of this report will be furnished at an additional charge for each copy, plus staff time, if necessary. Any invoices that are not paid within thirty (30) days will be charged interest at 1.5% per month on the outstanding balance, plus reasonable attorneys' fees if collected by an attorney.

7) Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the firm with which the appraisers are connected, nor any reference to the Appraisal Institute or other organizations) shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without prior written consent and approval of the undersigned.

8) All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.

9) It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.

10) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined and considered in the appraisal report.

11) The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless previous arrangements have been made.

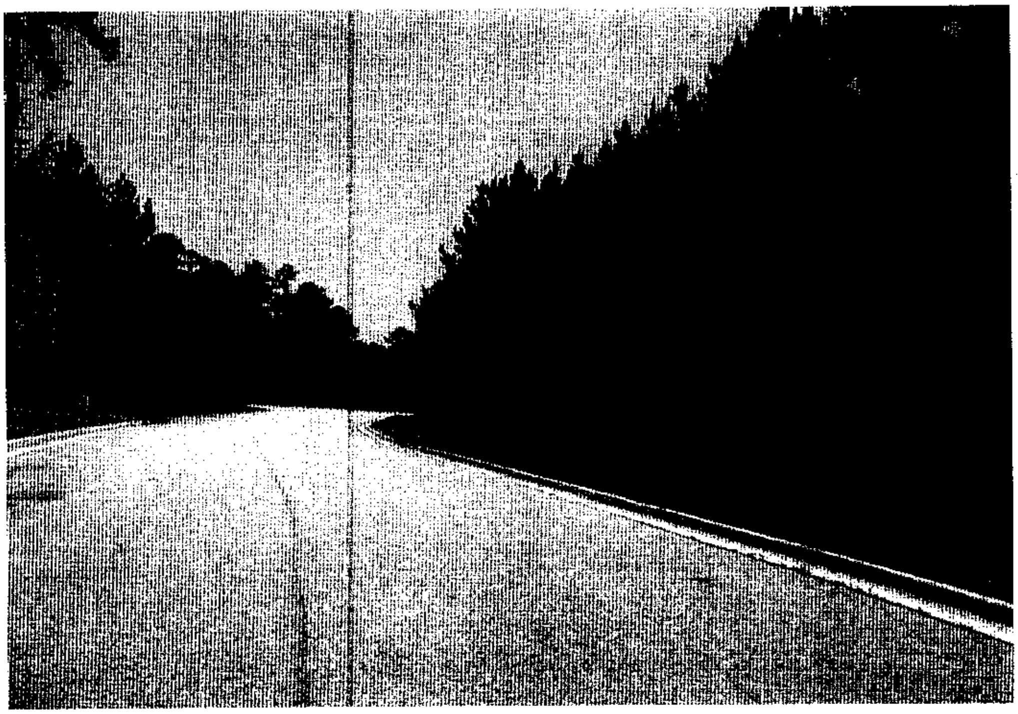
12) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with properly written qualification and only in its entirety.

13) Acceptance and/or use of this appraisal report by the client and/or any third party constitutes acceptance of the stated limiting conditions and assumptions. The appraisers' and/or reviewers' responsibility and liability extends only to the stated client, not to subsequent parties or user and only limited to the amount of the fee received by the appraiser in conjunction with performance of this appraisal and related consulting and/or court preparation, deposition, and/or testimony.

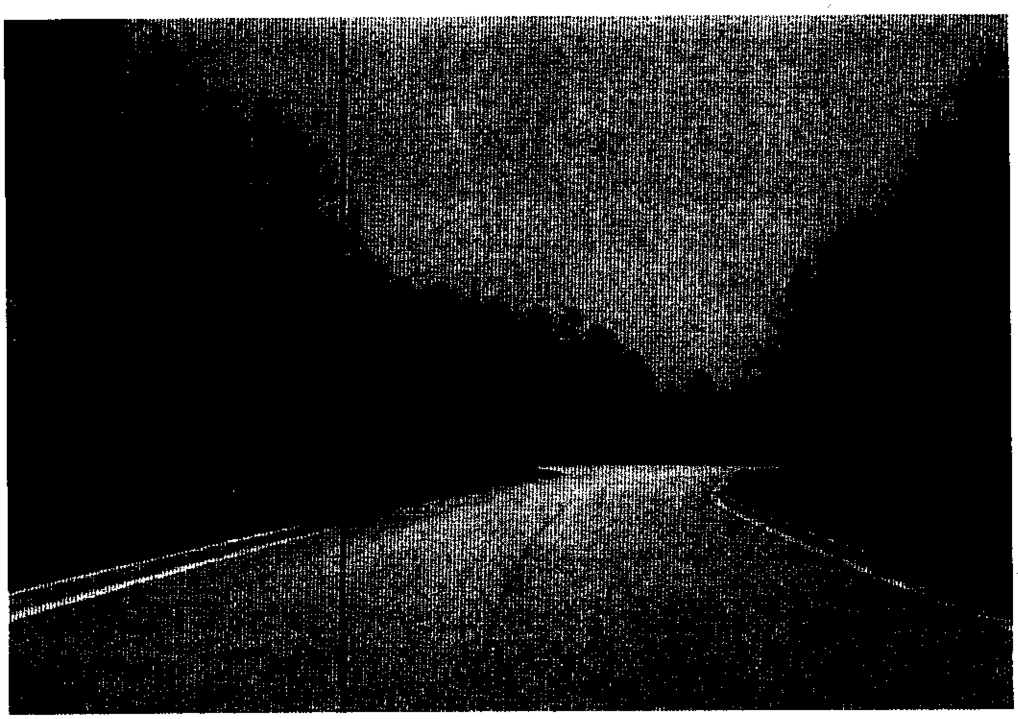
14) This appraisal has been prepared in accordance with the Code of Professional Ethics and Standards of the Appraisal Institute.

15) In the event that the validity of any finding of this appraisal is questioned and irresolvable, the parties agree to binding arbitration with the following conditions; 1) each party shall select and pay for an independent state certified appraiser; 2) the independent appraisers shall select a third state certified appraiser to be paid equally by both parties; and 3) the panel of appraisers shall expeditiously resolve any and all issues raised and their findings shall be binding on all parties.

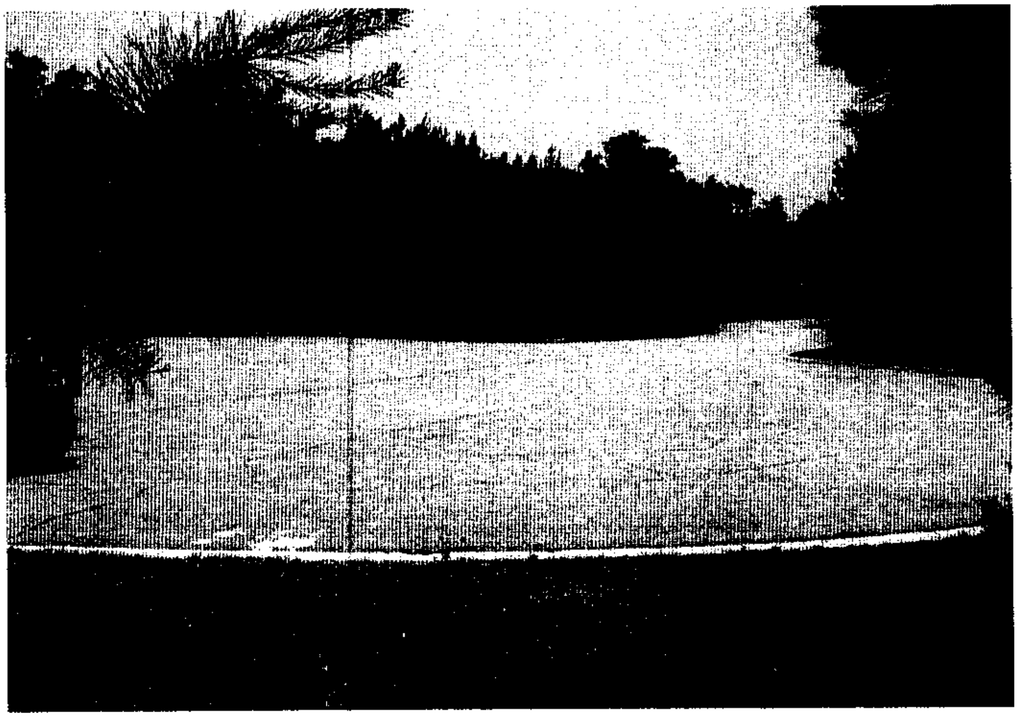
SUBJECT PHOTOGRAPHS



Subject's view of cul-de-sac looking north



Subject's view of cul-de-sac looking north



Subject's view from cul-de-sac looking south

Subject's view from cul-de-sac looking south

TABLE OF CONTENTS

EXECUTIVE SUMMARY

Property:	0.431 acres along the north side of Newgate Road
City, County, State:	Peachtree City, Fayette County, GA 30269
Parcel Identification:	Fayette County Tax Parcel ID (No Tax ID); District 7, Land Lot 134
Owner of Record:	City of Peachtree City
Client:	**City of Peachtree City**
Intended User:	City of Peachtree City
Intended Use:	Assistance in determining market value
Total Land Area:	0.431 Acres (18,785 SF)
Interest Appraised:	Fee Simple
Current Zoning:	Not Zoned (Owned by City) City of Peachtree City
Highest and Best Use:	Commercial
Dates of Inspection:	June 10, 2011
Date of Report:	June 16, 2011
Flood Identification:	According to FEMA Map No. 13113C-0087E, dated September 26, 2008, Fayette County, the subject property is **not within 250 feet of a flood hazard area.**
Census Tract Location:	Fayette County, 1402.05
Market Value:	$75,000 ($3.99/SF or $174,014/Acre)

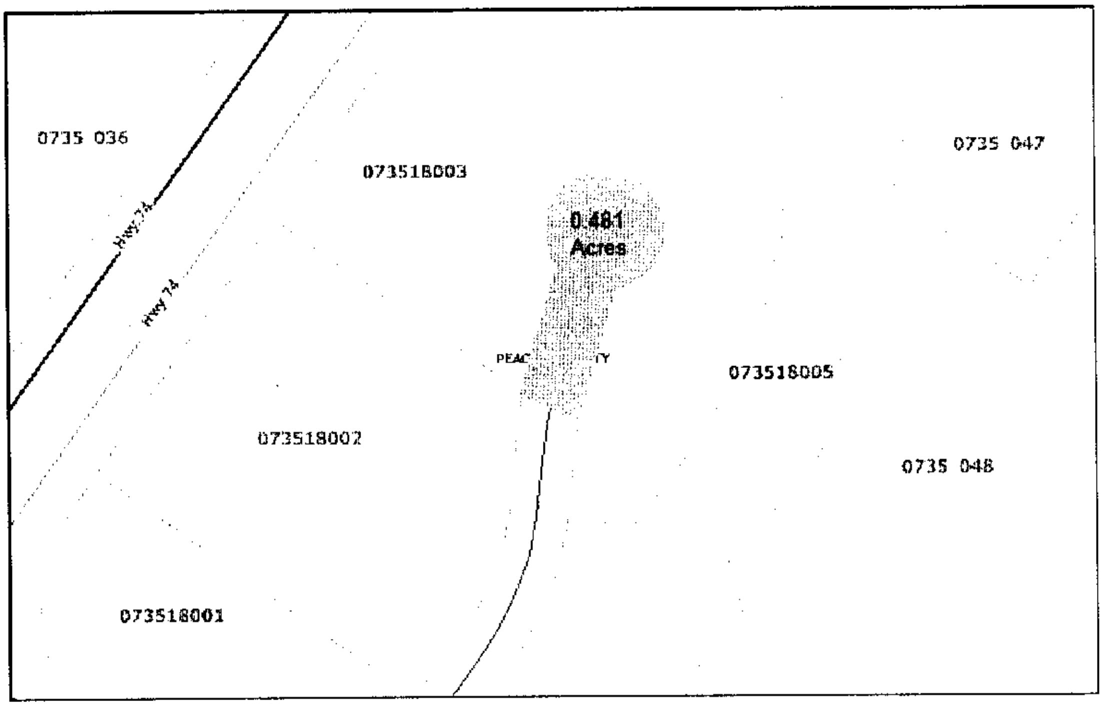
PURPOSE OF THE APPRAISAL/SCOPE OF THE ASSIGNMENT

Purpose of the Appraisal

The purpose of this appraisal is to estimate the **Market Value** of the Fee Simple Interests on the property as of June 10, 2011. The intended use of the appraisal is to assist the client in determining market value.

Identification of the Property / Sales History

Fayette County Tax Parcels ID: NOT ZONED (owned by city of Peachtree City)
2010 Tax Value: $90,125 (Estimated)
2010 Property Tax: $1,229 (Estimated)



According to the plans, inspection and specifications, the subject being appraised is an ending cul-de-sac totaling 0.431 acres (18,785 SF) of land located on the north side of Newgate Road.

The value estimate contained in this report is for the real estate/land only. No sales within the last five years were noted in available data sources. While the above information regarding the property is believed to be reliable, it has been furnished by others; hence, the appraiser does not warrant its accuracy and any entity contemplating an interest in the property should rely solely upon a title search and opinion prepared by a qualified attorney. The **Legal Description** was not available, but the **Survey** of the property is shown later in the report

Property Rights / Legal Constraints

The property rights of the subject appraisal will be the Fee Simple Estate as hereinafter defined.

Function and Scope of the Assignment

The function and scope of the assignment is to prepare a summary appraisal report based on a complete appraisal. The City of Peachtree City is the client, intended user and owner. The Intended use is assistance in determining market value. An appraisal is generally defined as an estimate of value based on the parameters of the assignment as of a specific date. The valuation of real estate is based on a process of data collection, analysis and conclusions by a nonbiased third party. The purpose and date of this appraisal, along with the property rights appraised, have been previously defined. The scope of the appraisal based on these definitions includes a full analysis of the site with a physical inspection and photographs taken on June 10, 2011. Income producing property is best valued through the application of the three traditional approaches to value, i.e., the **Income Approach, Cost Approach** and the **Sales Comparison Approach** (if applicable). The initial step in the appraisal process is the market research phase, whereby basic data is collected and defined from all available sources.

We have researched the local region, county and immediate market area to understand the current economic and social climate within which the subject property operates. Additionally, we have surveyed and analyzed the current and planned (if any) competition in order to understand the demand and supply characteristics of the local area. Data sources include the local municipal and county governments, public records, the local chamber of commerce, private real estate professionals, owners/investors of comparable properties, on-site management at comparable properties, real estate publications, and the actual subject property history. This information is verified and cross checked for accuracy and applicability.

Information relating to the subject property also collected includes ad valorem tax data, zoning information, utility availability, flood plain information, topography, frontage, and access. The improvements (as built or planned) are reviewed and the site layout studied as to the relationship of the site and the improvements. The improvements are inspected in order to determine the physical condition and functional utility. Other properties in the neighborhood are inspected to develop an overall opinion of the character, composition, and future trends of the market area. The consideration of all these factors, acting in concert, leads to a conclusion of the highest and best use for the subject property, which is the basis of the valuation methodology. The following is a brief discussion of the various inspections and analysis and data collection and analysis considered and utilized in arriving at a conclusion of value.

1. An inspection and analysis of area and neighborhood factors which would have an impact on the subject property.

2. An inspection and analysis of the physical features of the subject property and any factors which would have a positive or negative influence on value.

3. Property consideration of the present zoning and a discussion of highest and best use of the subject.

4. The collection, analysis, and verification of market data considered pertinent to arriving at the value estimates made by the Sale Comparison, Cost and Income Approach (when applicable).

5. The value indications for the three approaches are then reconciled into a final estimate of value.

The appraisal report has been prepared in accordance with the Standards of Professional Practice of the Appraisal Institute, the laws of the State of Georgia, and the Uniform Standards of Professional Appraisal Practice created by the Appraisal Foundation.

Information Provided by Others

1. Aerial photo, survey, tax plat and flood plans were furnished by public records.

2. The comparable land sales were provided by public records such as County Tax Information, GSCCCA, GAMLS, FMLS, CoStar, LoopNet and real estate agents.

DEFINITIONS

Market Value may be defined as follows1:

"The most probable selling price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

(1) Buyer and seller are typically motivated;

(2) both parties are well informed or well advised, and each acting in what he considers his own best interest;

(3) a reasonable time is allowed for exposure in the market;

(4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

(5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Fee Simple Ownership may be defined as2:

"... absolute ownership unencumbered by any other interest or estate...subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Most Probable Selling Price may be defined as3:

"The price at which a property would most probably sell if exposed on the market for a reasonable time under market conditions prevailing on the date of the appraisal."

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1 Federal Register, vol. 55, no. 163, August 22, 1990, pages 34228 and 34229.

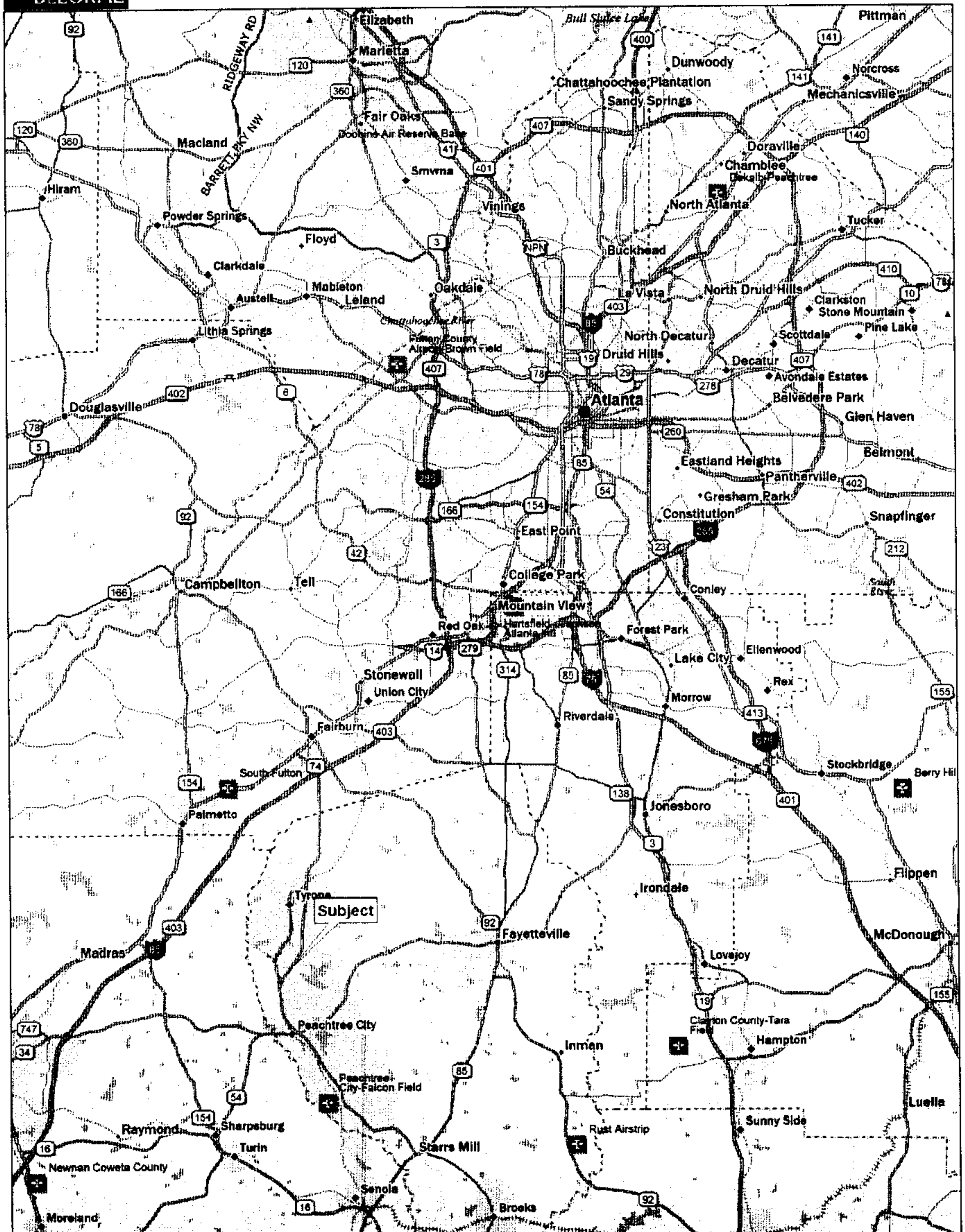
2 DICTIONARY OF REAL ESTATE APPRAISAL, Fourth Edition..

3 DICTIONARY OF REAL ESTATE APPRAISAL, Fourth Edition.

DELORME

Atlanta Overview Map

DeLorme Street Atlas USA® 2009



TN
MN (4.5°W)

Scale 1 : 325,000

1" = 5.13 mi

Data Zoom 9-3

METROPOLITAN ATLANTA OVERVIEW

The City of Atlanta is considered the financial, communication, and transportation center of the southeastern region of the United States. Atlanta serves as the seat of the Fulton County Government and as the capital city of the State of Georgia. Atlanta has consistently had one of the strongest economies in the United States, attributable largely to its strategic location, diversified economic base, and lack of physical and geographic barriers. See the Atlanta Location Map on the **facing** page.

In recent years Atlanta has been nationally ranked Number One in the following areas:

Top Office Real Estate Market
Most Affordable Market
America's Hottest 50 Cities
Fastest Growing Online City
Best City for African Americans
Top Metropolitan Area for Job Creation
Nation's Best Big Cities for Entrepreneurs
The Picture Perfect City for Growing a Business
Best Airport in North America (9 consecutive years)

According to a recent *Census Bureau's American Community Survey* analysis, the top ten cities for college-educated people are Seattle, WA (where 53 percent of adults have bachelor's degrees), San Francisco, CA (50%), Raleigh, NC (50%) Washington, DC (45%), Austin, TX (44%), Minneapolis, MN (43 %), **Atlanta (42%)**, Boston, MA (41 %), San Diego (40%) and Lexington, KY (40%).

Population

Currently, the Atlanta Metropolitan Statistical Area (MSA) includes twenty counties. The population of the Atlanta MSA and City of Atlanta are described below.

	2000 Total Pop. (000)	2010 Total Pop. (000)	% Change 2000-2010	2015 Proj. Pop. (000)	% Change 2010-2015
Atlanta MSA	4,248	5,611	24.29%	6,180	9.21%
City of Atlanta	416	506	17.62%	554	8.78%

Note that the Atlanta MSA and City of Atlanta have consistently increased in population, while the Atlanta MSA is forecasted to increase slightly faster than City of Atlanta in population from 2010 to 2015.

The number of **households** is also important to an area's economic vitality. The household count in this market area has changed from 1,554,154 in 2000 to

2,025,678 in the current year, a change of 2.62 percent annually. The five-year projection of households is 2,229,635, a change of 1.94 percent annually from the current year total. Average household size is currently 2.72, compared to 2.68 in the year 2000. The number of families in the current year is 1,383,566 in the market area.

Atlanta Housing Market

Currently, 59.8 percent of the 2,253,956 housing units in the market area are owner occupied; 30.1 percent, renter occupied; and 10.1 percent are vacant. In 2000, there were 1,644,572 housing units - 63.1 percent owner occupied, 31.4 percent renter occupied and 5.5 percent vacant. The rate of change in housing units since 2000 is 3.12 percent. Median home value in the market area is $145,533, compared to a median home value of $157,913 for the U.S. In five years, median home value is projected to change by 1.24 percent annually to $154,774. From 2000 to the current year, median home value changed by 1.05 percent annually.

Atlanta Households by Income

Current median household income is $68,106 in the market area, compared to $54,442 for all U.S. households. Median household income is projected to be $78,229 in five years. In 2000, median household income was $51,657, compared to $35,173 in 1990.

Current average household income is $85,998 in this market area, compared to $70,173 for all U.S. households. Average household income is projected to be $98,557 in five years. In 2000, average household income was $66,876, compared to $43,862 in 1990.

Current per capita income is $31,282 in the market area, compared to the U.S. per capita income of $26,739. The per capita income is projected to be $35,800 in five years. In 2000, the per capita income was $24,785, compared to $16,437 in 1990.

Atlanta Employment

Currently, 88.9 percent of the civilian labor force in the identified market area is employed and 11.1 percent are unemployed. In comparison, 89.2 percent of the U.S. civilian labor force is employed, and 10.8 percent are unemployed. In five years the rate of employment in the market area will be 91.2 percent of the civilian labor force, and unemployment will be 8.8 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent and 8.8 percent will be unemployed. In 2000, 70.2 percent of the population aged 16 years or older in the market area participated in the labor force, and 0.2 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 67.3 percent in white collar jobs (compared to 61.6 percent of U.S. employment)
- 14.5 percent in service jobs (compared to 17.3 percent of U.S. employment)
- 18.2 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)

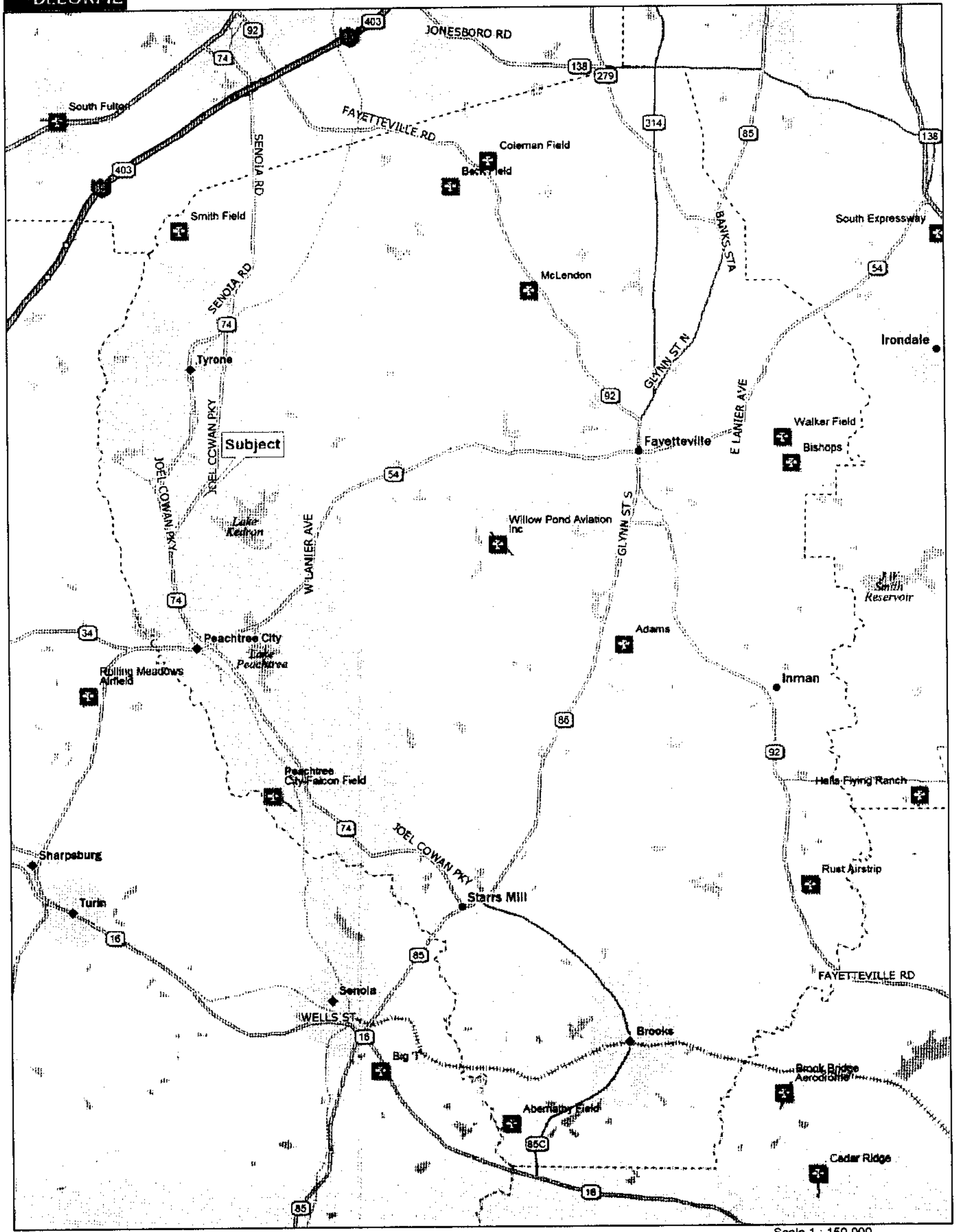
In 2000, 77.0 percent of the market area population drove alone to work, and 3.5 percent worked at home. The average travel time to work in 2000 was 31.2 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Atlanta Population by Education

In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 12.6 percent had not earned a high school diploma (14.8 percent in the U.S.)
- 26.3 percent were high school graduates only (29.6 percent in the U.S.)
- 6.8 percent had completed an Associate degree (7.7 percent in the U.S.)
- 22.8 percent had a Bachelor's degree (17.7 percent in the U.S.)
- 11.6 percent had earned a Master's/Professional/Doctorate Degree (10.4 percent in the U.S.)

In **summary**, the basic forces which influence real estate values in the Atlanta MSA are currently considered to be favorable and in reasonable harmony. These forces may be segregated into the following categories: population, economic, governmental, and social. The preceding paragraphs have addressed the more important elements within the Atlanta MSA area.



Data use subject to license.

www.delorme.com

Scale 1 : 150,000

1" = 2.37 mi

Data Zoom 10-4

FAYETTE COUNTY OVERVIEW

Fayette County is one of the eighteen (18) counties that make up the Atlanta Metropolitan Statistical Area (MSA). Located on the southwest side of Atlanta, it has 439 people per square mile and a total road mileage of 685 miles.

Freeway accessibility to Fayette County is provided via Interstate 85, a major north/south freeway which runs to Atlanta; Interstate 85, which runs from the northeastern United States to the Gulf Coast which provides Atlanta metropolitan area access. Major U.S. and State Highways in Fayette County providing north/south access are: Georgia Highway 92, Georgia Highway 314, and Georgia Highway 85. Major east/west arteries include Georgia Highway 54.

Population:

According to Site To Do Business, In the Fayette market area, the current year population is 110,230. In 2000, the Census count in the market area was 91,263. The rate of change since 2000 was 1.86 percent annually. The five-year projection for the population in the market area is 114,851, representing a change of 0.82 percent annually from 2010 to 2015. Currently, the population is 48.9 percent male and 51.1 percent female.

Populations (000)

	2000 Total Pop. (000)	2010 Total Pop. (000)	% Change 2000-2010	2015 Proj. Pop. (000)	% Change 2010-2015
Atlanta MSA	4,248	5,611	24.29%	6,180	9.21%
City of Atlanta	416	506	17.62%	554	8.78%
Clayton	237	283	16.53%	303	6.35%
Coweta	89	130	31.29%	148	12.10%
Dekalb	666	762	12.56%	806	5.47%
Fayette	**91**	**110**	**17.21%**	**115**	**4.02%**
Fulton	816	1,048	22.12%	1171	10.55%
Henry	119	206	42.14%	240	13.94%
Meriwether	23	23	3.09%	23	-0.73%
Spalding	58	65	9.92%	67	3.14%

Increases or decreases in the number of **households** are vital to the economic well being of an area. The household count in this market area has changed from 31,524 in 2000 to 38,170 in the current year, a change of 1.88 percent annually. The five-year projection of households is 39,797, a change of 0.84 percent annually from the current year total. Average household size is currently 2.87, compared to 2.88 in the year 2000. The number of families in the current year is 30,972 in the market area.

Fayette Housing

Currently, 79.7 percent of the 41,006 housing units in the market area are owner occupied; 13.4 percent, renter occupied; and 6.9 percent are vacant. In 2000, there were 32,726 housing units - 83.3 percent owner occupied, 13.1 percent renter occupied and 3.7 percent vacant. The rate of change in housing units since 2000 is 2.22 percent. Median home value in the market area is $188,144, compared to a median home value of $157,913 for the U.S. In five years, median home value is projected to change by 0.67 percent annually to $194,502. From 2000 to the current year, median home value changed by 0.98 percent annually.

Fayette Household by Income

Current median household income is $91,522 in the market area, compared to $54,442 for all U.S. households. Median household income is projected to be $104,480 in five years. In 2000, median household income was $70,845, compared to $50,167 in 1990.

Current average household income is $114,558 in this market area, compared to $70,173 for all U.S. households. Average household income is projected to be $127,617 in five years. In 2000, average household income was $85,118, compared to $56,376 in 1990.

Current per capita income is $39,748 in the market area, compared to the U.S. per capita income of $26,739. The per capita income is projected to be $44,307 in five years. In 2000, the per capita income was $29,464, compared to $19,025 in 1990.

Fayette Population by Employment

Currently, 91.7 percent of the civilian labor force in the identified market area is employed and 8.3 percent are unemployed. In comparison, 89.2 percent of the U.S. civilian labor force is employed, and 10.8 percent are unemployed. In five years the rate of employment in the market area will be 93.5 percent of the civilian labor force, and unemployment will be 6.5 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent and 8.8 percent will be unemployed. In 2000, 69.1 percent of the population aged 16 years or older in the market area participated in the labor force, and 0.6 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 70.1 percent in white collar jobs (compared to 61.6 percent of U.S. employment)
- 13.5 percent in service jobs (compared to 17.3 percent of U.S. employment)

- 16.4 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)

In 2000, 84.5 percent of the market area population drove alone to work, and 3.7 percent worked at home. The average travel time to work in 2000 was 30.6 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Fayette Population by Education

In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 4.9 percent had not earned a high school diploma (14.8 percent in the U.S.)
- 22.9 percent were high school graduates only (29.6 percent in the U.S.)
- 9.3 percent had completed an Associate degree (7.7 percent in the U.S.)
- 26.1 percent had a Bachelor's degree (17.7 percent in the U.S.)
- 14.2 percent had earned a Master's/Professional/Doctorate Degree (10.4 percent in the U.S.)

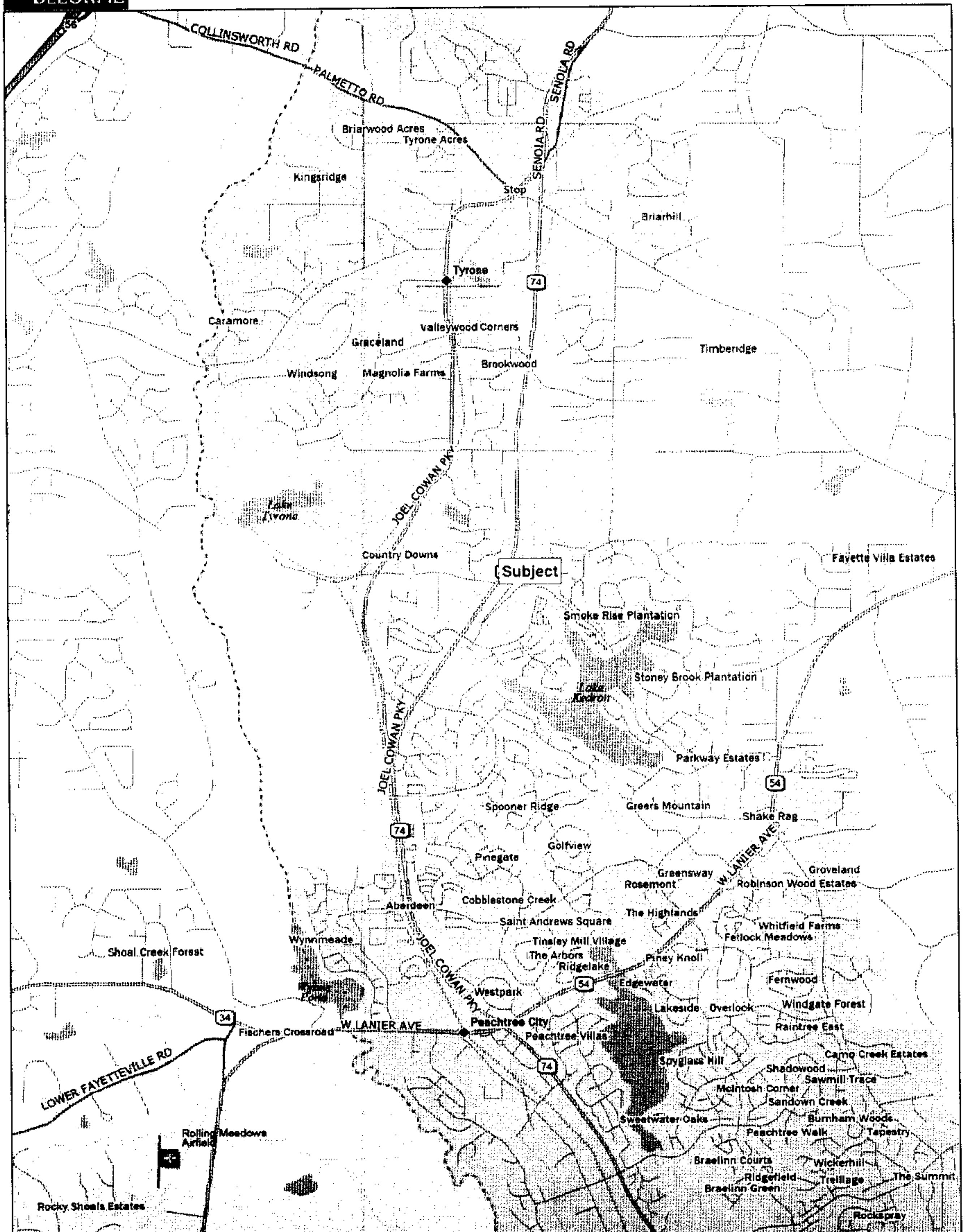
Summary:

Fayette County's population has grown at an average annual rate of 1.87% during the past ten years, and is expected to reach approximately 114,851 by 2015. The number of households was 31,524 in 2000, and has increased to 38,170 by 2010. The median housing value in Fayette County in 2010 was $188,144. In short, Fayette County is expected to grow at a lower than average rate than Metropolitan Atlanta in the short term future; yet, the area will provide a balanced economy in which to work and live with no strain on services.

Neighborhood Overview Map

DELORME

DeLorme Street Atlas USA® 2009



Data use subject to license.

www.delorme.com

TN

MN (4.3°W)

Scale 1 : 56,250

1" = 4,687.5 ft

Data Zoom 11-7

NEIGHBORHOOD OVERVIEW

The subject property is a cul-de-sac consisting of 0.431 acres at the north side of Newgate Road just off Highway 74. It's located approximately three miles north of downtown Peachtree City. The neighborhood boundaries are Fayette/Fulton County-line to the north, Fayette/Coweta County-line to the west, Highway 54 to the south and Edenezer Road to the east. Please refer to the Neighborhood Map on the **facing** page.

All utilities are available in the neighborhood, including electricity, natural gas, sewer and water. The City of Peachtree City provides fire and police protection and garbage collection.

Using Site To Do Business[4], we did a five mile radius of our subject's location to analyze the neighborhood market to compare with the Atlanta and Fayette County differences:

Population

In the identified market area, the current year population is 53,996. In 2000, the Census count in the market area was 44,397. The rate of change since 2000 was 1.93 percent annually. The five-year projection for the population in the market area is 57,117, representing a change of 1.13 percent annually from 2010 to 2015. Currently, the population is 49.0 percent male and 51.0 percent female.

Households

The household count in this market area has changed from 15,400 in 2000 to 18,731 in the current year, a change of 1.93 percent annually. The five-year projection of households is 19,817, a change of 1.13 percent annually from the current year total. Average household size is currently 2.87, compared to 2.87 in the year 2000. The number of families in the current year is 15,381 in the market area.

Housing

Currently, 80.0 percent of the 20,108 housing units in the market area are owner occupied; 13.2 percent, renter occupied; and 6.8 percent are vacant. In 2000, there were 15,972 housing units - 83.7 percent owner occupied, 12.8 percent renter occupied and 3.6 percent vacant. The rate of change in housing units since 2000 is 2.27 percent. Median home value in the market area is $192,330, compared to a median home value of $157,913 for the U.S. In five years, median home value is projected to change by 0.76 percent annually to $199,800. From 2000 to the current year, median home value changed by 1.21 percent annually.

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[4] Site To Do Business: www.stdbonline.com (June 12, 2011)

Households by Income

Current median household income is $92,708 in the market area, compared to $54,442 for all U.S. households. Median household income is projected to be $104,435 in five years. In 2000, median household income was $72,485, compared to $50,350 in 1990.

Current average household income is $114,015 in this market area, compared to $70,173 for all U.S. households. Average household income is projected to be $125,919 in five years. In 2000, average household income was $86,794, compared to $55,464 in 1990.

Current per capita income is $39,398 in the market area, compared to the U.S. per capita income of $26,739. The per capita income is projected to be $43,493 in five years. In 2000, the per capita income was $29,921, compared to $18,760 in 1990.

Population by Employment

Currently, 91.6 percent of the civilian labor force in the identified market area is employed and 8.4 percent are unemployed. In comparison, 89.2 percent of the U.S. civilian labor force is employed, and 10.8 percent are unemployed. In five years the rate of employment in the market area will be 93.4 percent of the civilian labor force, and unemployment will be 6.6 percent. The percentage of the U.S. civilian labor force that will be employed in five years is 91.2 percent and 8.8 percent will be unemployed. In 2000, 71.1 percent of the population aged 16 years or older in the market area participated in the labor force, and 0.6 percent were in the Armed Forces.

In the current year, the occupational distribution of the employed population is:

- 71.6 percent in white collar jobs (compared to 61.6 percent of U.S. employment)
- 13.2 percent in service jobs (compared to 17.3 percent of U.S. employment)
- 15.2 percent in blue collar jobs (compared to 21.1 percent of U.S. employment)

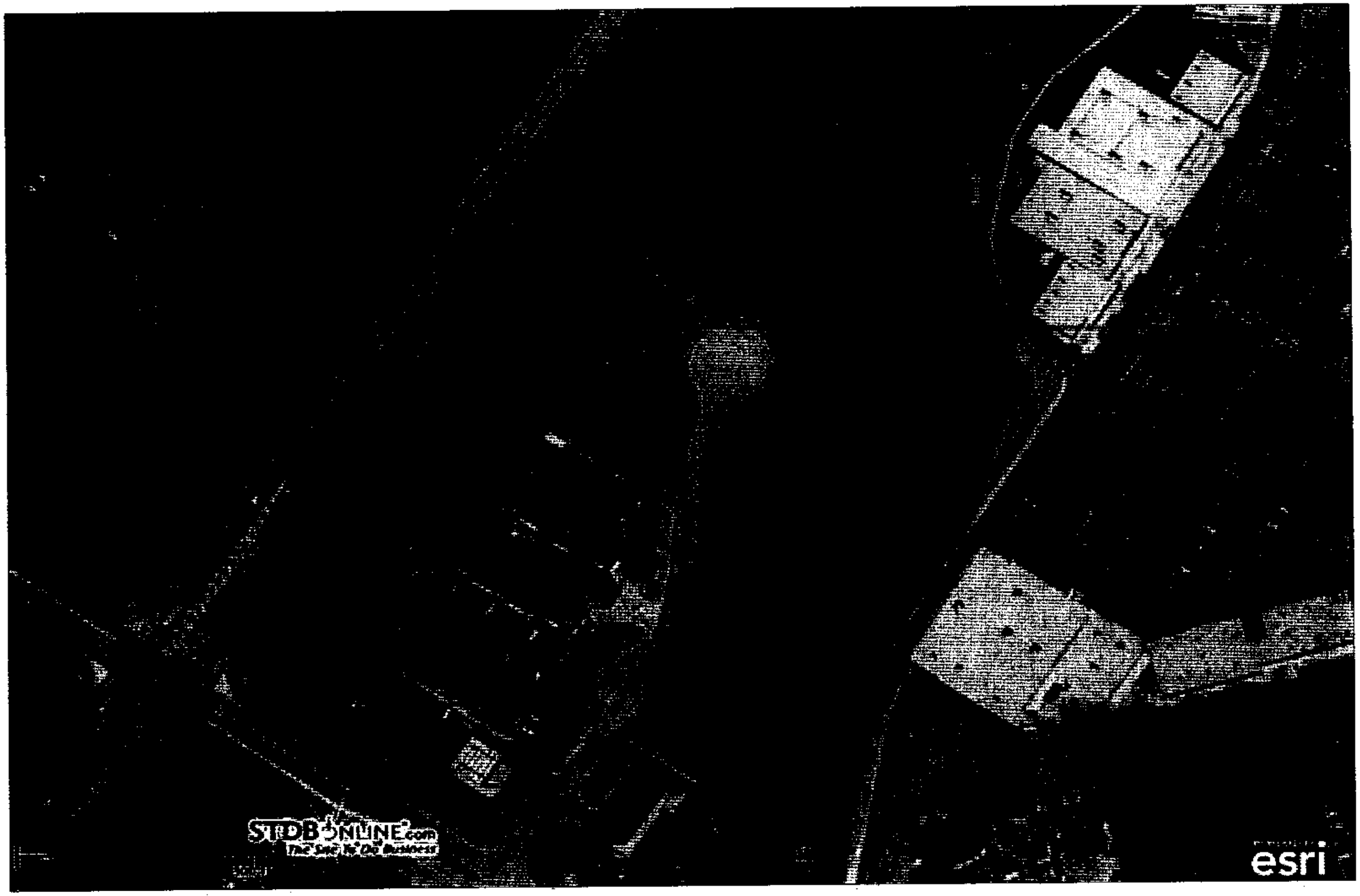
In 2000, 83.8 percent of the market area population drove alone to work, and 4.4 percent worked at home. The average travel time to work in 2000 was 29.9 minutes in the market area, compared to the U.S. average of 25.5 minutes.

Population by Education

In 2010, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 4.2 percent had not earned a high school diploma (14.8 percent in the U.S.)
- 21.6 percent were high school graduates only (29.6 percent in the U.S.)
- 8.9 percent had completed an Associate degree (7.7 percent in the U.S.)
- 28.1 percent had a Bachelor's degree (17.7 percent in the U.S.)
- 14.0 percent had earned a Master's/Professional/Doctorate Degree (10.4 percent in the U.S.)

Overall, the subject's neighborhood possesses a good complement of business, employment, residential, public, educational, and recreational facilities. Accessibility to the neighborhood is good via I-85 to the north along Highway 74, convenient to Atlanta and the Atlanta International Airport.


STDBONLINE.com
The Site To Do Business
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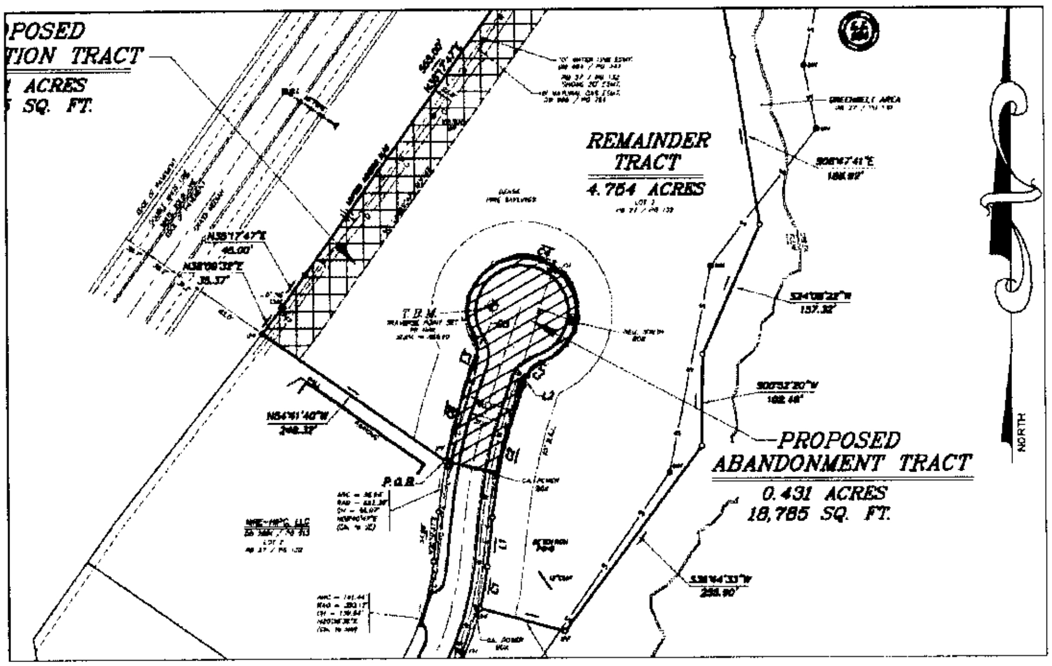
PROPERTY ANALYSIS

The Land and Site Improvement components of the subject property are described in the following paragraphs:

LAND: According to the plans, inspection and specifications, the 0.431 (18,785 SF) acre parcel is an ending cul-de-sac on Newgate Road. The topography of the land is gently rolling. Below shows the survey with the aerial photo of the property on the facing page:



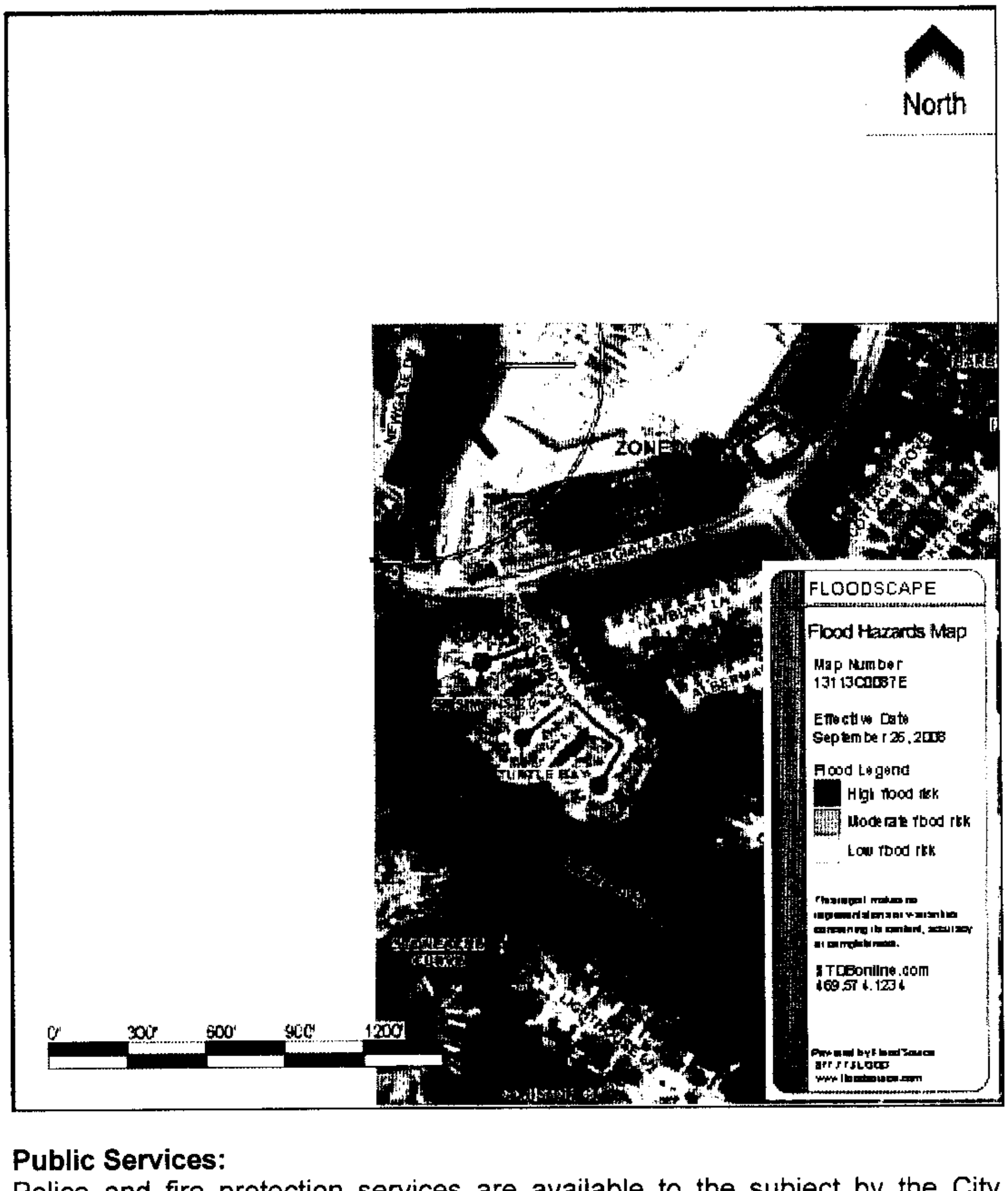
The site appears to have good drainage and is not within a designated flood plain as reported in the executive summary. According to the Legal Description, the subject is located on Land Lot 134 at the District 7, Peachtree City, Fayette County, GA 30269.

Access:
Access to the subject property is provided from Georgian Park via Highway 74 to the west. Access north to Atlanta and south to LaGrange is via I-85, which has an exit approximately seven miles north of the subject property.

Detrimental Soil Statement:
We have not been provided a report indicating the capacity of the soil or sub-soil; however, the site seems well supported and there appears to be, upon physical inspection, no hidden or unapparent conditions that would render the property more or less valuable. We assume no responsibility for adverse soil conditions or the engineering that may be required to discover them.

Easements & Encroachments:
According to our site inspection, presently there are no unusual easements on the subject site. There are typical utility easements. Utility easements are considered typical for the area.

Flood Hazard Statement:
According to FEMA Map No. 13113C-0087E, dated September 26, 2008, Fayette County; the subject property is not within 250 feet of a flood hazard area. We have also inspected the site and concluded that the subject is not located in a flood hazard designated area. However, any person or persons contemplating purchase of the subject property is/are advised to seek professional engineering guidance in this regard.



Public Services:
Police and fire protection services are available to the subject by the City of Peachtree City. Public utilities are available to the subject include water, electricity, natural gas, sewer and telephone.

Zoning:
The property being appraised is owned by the city with no zoning ordinance. The surrounding lots were zoned General Commercial (GC) which we believe is the Highest and Best Use for the property.

Property Taxes:
Real estate is taxed based upon 100% of Market Value of the property. In the State of Georgia, a 40% assessment ratio is applied to the estimated 100% Market Value to estimate the Assessed Value. To this assessed value, a millage rate is applied by the Tax Commissioner's office for an annual tax burden indication. Two things may vary which affect the annual tax burden; the millage rate is set by the County Commissioners and the county tax assessors appraise the 100% market valuation. The subject property is located in Fayette County; inside Peachtree city limits. The millage rate for Fayette County was 34.082 mills for 2010.

Although the property was not being taxed, the 2010 real estate taxes are estimated below as if the property was owned by tax payers:

$90,125 (100% Market Value)	X	40% (Assessment Ratio)	=	$36,050
$36,050 (40% Assessment)	X	34.082/$1,000	=	$1,229

Environmental Statement
The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. **This value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value.** No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired. Please see the statements titled "Limiting Conditions and Assumptions" earlier in this report.

Personal Property Statement
Other items on the property are not included as a part of the real property and are considered personal property, which has not been valued or included in this appraisal report.

Market Conditions
The current economic conditions suggest that a national recession continues from its beginning in December 2007 and initiated by a tightened money supply and a rapid downturn in the real estate market. Income-producing property has suffered from a slowing absorption rate, an increasing vacancy rate, and an increasing capitalization rate. We expect the economic conditions to continue for at least the next twelve months with slow recovery beginning in the first half of 2012; however, a return to the real estate market of 2004-2006 is not expected in the foreseeable future.

REASONABLE EXPOSURE AND MARKETING TIME

Exposure time refers to the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. This is a retrospective estimate based upon an analysis of past events assuming a competitive and open market. During time of inspection, the property has not listed for sale.

Marketing time refers to the time it takes an interest in real property to sell on the market subsequent to the date of appraisal.

Recent land sales within this market required exposure periods ranging from 6 to 24 months, with 12 months as the most typical for the time period preceding the dates of valuation. Therefore, we estimate the exposure period at 12 months for Market Value. We estimate the marketing period of the subject property, as of the effective dates of appraisal.

HIGHEST AND BEST USE

Highest and best use may be defined as "the reasonable probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in highest value"[5]

The above definition applies specifically to the highest and best use of the land. Additionally we shall consider the highest and best use as currently improved. Implied within this definition is the recognition of the contribution of that specific use to the neighborhood environment. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use judged, based on analysis, represents an opinion and not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use could be most probable use. In the context of investment value, an alternative term would be most profitable use.

The analysis of highest and best use considers those uses that are **legally permissible** or likely, **physically possible, financially feasible,** and **most profitable.** This property is has the potential for commercial development and has locational attributes that indicate a development which relies on accessibility; an educated labor force; and a location near a transportation corridor to be successful. The subject is located in the City of Peachtree City. The subject is convenient to Atlanta's general business district and Atlanta's International Airport.

With regard to **physical possibility**, the topography is gently rolling and has normal utility easements. Soil tests were not provided; however, based upon our physical inspection, the subject property appears suitable for commercial type of development. The subject has adequate access via Highway 74. This would tend to indicate physical possibilities for various types of development.

Considering **appropriately supported** and **financially feasible** requisites of highest and best use, a consideration of demand and supply is necessary. The appraiser assumes that the property has consistently produced positive net income returns on the land and improvements for the past three years and likely in the years before; hence, the potential commercial building development is financially feasible. Given the locational attributes of the property, the surrounding neighborhood development, and the financial feasibility and market potential (i.e., supply and demand for this type of development), it is reasonable to conclude that the Highest and Best Use of the subject, **as if vacant** and **as improved**, would be best suited for development of a commercial use, similar to the surrounding buildings.

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[5] The Dictionary of Real Estate Appraisal, 4th Edition, Chicago: Appraisal Institute, 2002

APPRAISAL PROCEDURES

In estimating the Market Value of the subject property, the Cost, Income, and Sales Comparison Approaches have been considered.

The **Cost Approach** is based upon the principle of substitution, which states that a prudent purchaser would not pay more for a property than the amount required to purchase a similar site and to construct similar improvements, without undue delay, to produce a property of equal desirability and utility.

The procedure of estimating the value of the subject property by the Cost Approach begins by estimating the value of the subject site as if vacant and ready for development to its highest and best use. The estimate of land value is based upon a market analysis of recent comparable sales and listings of land similar to the subject site. The next step involves estimating current replacement costs of the improvements less accrued depreciation. The final step in the Cost Approach involves adding appropriate soft costs and developer's profit factors to the cost of the land and improvements in order to reflect the return a developer would require for his time and equity investment. This approach has been utilized in developing a value indication. The Cost Approach is most applicable when the improvements are new, or nearly new, and represent the highest and best use of the property, which is the case with the subject property. The Cost Approach is also helpful when one or more of the other approaches lack sufficient or reliable data for analysis. The Cost Approach is not applicable in the valuation of the subject's total property, primarily due to the lack of improvements being appraised on the subject's site.

The **Income Approach** is based on the principle of anticipation that measures the present value of future benefits of property ownership. The process involves the conversion of expected net operating income into a property value indication by application of an appropriate capitalization technique. The procedure of estimating the value of the subject property by the Income Approach is that appraisal analysis which converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate. Anticipated future net income and sales reversion are discounted to present value. The Income Approach is most important when appraising a Leased Fee Estate, or when the market provides ample data about income, expenses, and overall capitalization rates of comparable properties. The Income Approach will not be utilized due to the fact that vacant sites are typically not marketed based on their income producing ability.

The **Sales Comparison Approach** involves the direct comparison of sales and listings of similar properties, adjusting for variances, and the correlation of the results into a property value indication. This approach is utilized in estimating the market value of the underlying land and the market value of the overall property. In this appraisal report, the Sales Comparison Approach will be used to provide an opinion for the value of the subject's site.

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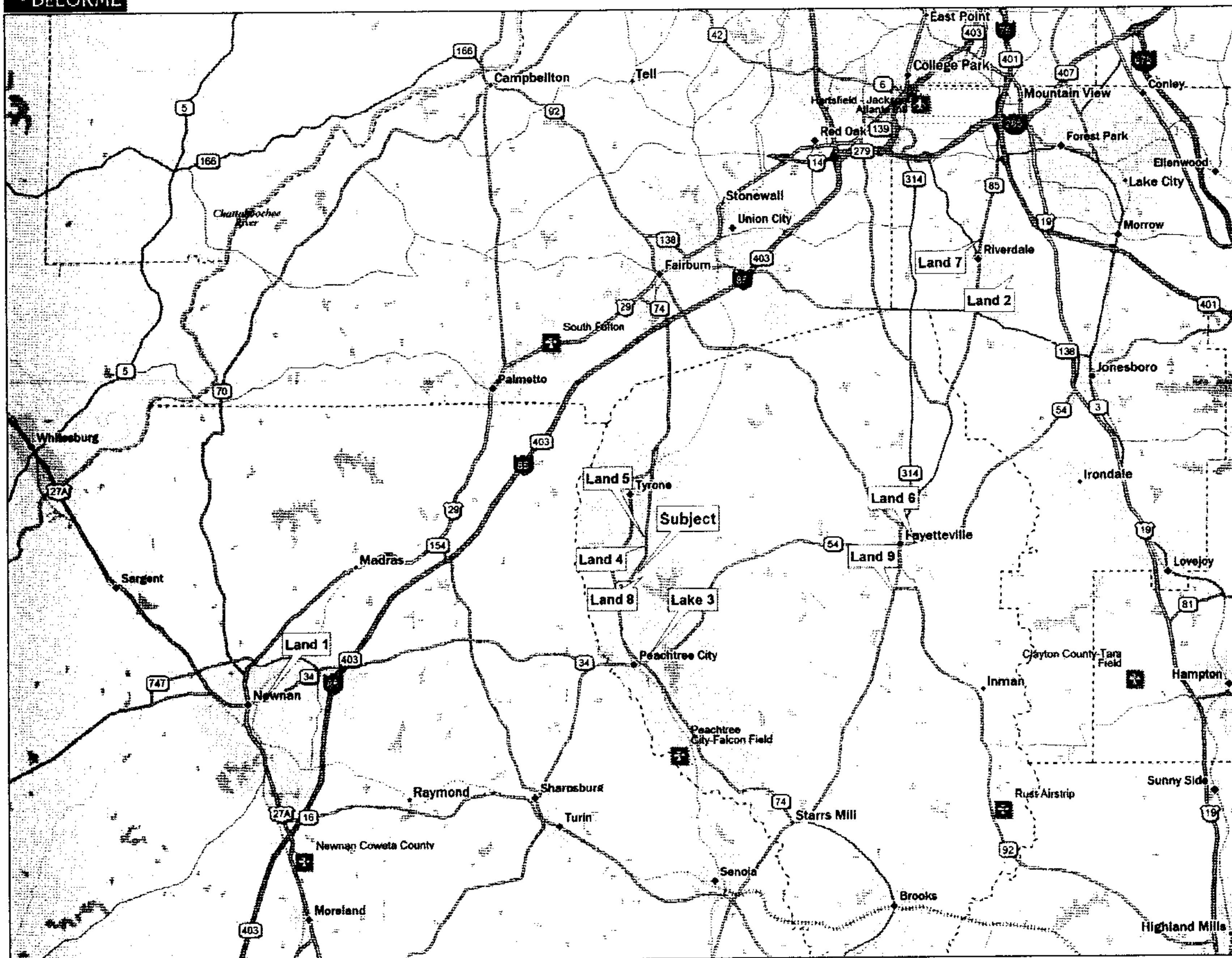
Land Comparable Map

DeLorme Street Atlas USA® 2009



LAND VALUATION

In order to estimate the Market Value of the subject underlying land, we have given consideration to market data relative to recent sales/listings of similar and/or competitive land parcels located in the general subject area. A Land Sales Location Map has been included on the **facing** page.

Our analysis of the market data has utilized the sales price per square foot as the unit of comparison, with adjustments included for various dissimilar features that influence value. These factors would include; size, shape, location, accessibility/exposure, topography, date of sale, and zoning/use potential. The appraisers have reviewed **nine** land sales to arrive at a reasonable selling price. These unadjusted land sales are summarized below and explained in more detail later in the report.

No.	Location	City	Sale Price	Date of Sale	Size Acres	Sale Price/ Acre	Sale Price/ SF
1	Sutherland Drive	Newnan	$19,500	Jan-09	0.14	$139,286	$3.20
2	Valley Hill Road	Riverdale	$20,000	Nov-10	0.35	$57,143	$1.31
3	Northlake Drive	Peachtree City	$193,900	Mar-08	0.96	$201,979	$4.64
4	Greencastle Road	Tyrone	$162,500	Oct-09	1.00	$162,500	$3.73
5	Greencastle Road	Tyrone	$75,000	Jun-10	1.00	$75,000	$1.72
6	Lanier Avenue E	Fayetteville	$105,000	Oct-10	0.92	$114,130	$2.62
7	Highway 85	Riverdale	$200,000	Jun-10	0.84	$238,095	$5.47
8	Georgian Park	Peachtree City	$315,000	Jun-09	1.36	$231,618	$5.32
9	Highway 85 S	Fayetteville	$794,000	Aug-09	2.00	$397,000	$9.11
	Subject Property Newgate Road Peachtree City, GA 30269			Jun-11	0.42	Average $179,639	Average $4.12

These unadjusted land sales totaled 8.57 acres, had an average size of 0.95 acres, had a total price of $1,884,900, and had a **weighted average price of $5.05/SF** and $219,942/Acre. The land sales closed between Marchl-07 and November-10. There is no clear pattern of these specific sales suggesting that these land sales should be adjusted upward or downward depending on time of sale.

Discussion of Adjustments

Adjustments are applied to the site sales to make the sales current and comparable to the subject site. The time adjustment is the first adjustment applied to each sale. This adjustment is a compounded adjustment, applied to the sale price per square foot, to reflect a time adjusted sale price per square foot. The remaining adjustments are applied to the time adjusted, sale price per square foot. These adjustments are applied as a result of the sale's superior or inferior characteristics compared to the subject. The factors considered for adjustment were location, size, frontage, topography, zoning, shape, access and utilities. Adjustments for the aforementioned factors are categorized and applied to each sale. The result is a net positive or negative adjustment.

Market Conditions The time adjustment is applied as a result of the tendency for sale prices to increase over the passage of time. However, with regard to the subject's analysis, the present decline in the market does differ from the market during the time frame for the land comparables. Our research did not reveal actual resales or matched-pair sales that indicate a precise adjustment for time. Conversations with brokers and investors active in the subject area reveal that land values for undeveloped land have experienced significant decline since vacant land prices peaked in mid-2006. We make a (negative) -10% time adjustment per annum for Sale 3, -5% for Sale 1, 4, 8 & 9 and 0% for Sale 2, 5, 6 & 7.

Location An adjustment for location may be required when the locational characteristics of a comparable property are different from those of the subject property. Location adjustments to the sale consider various factors including the immediately surrounding land uses and the subject's relative location (time and distance) with respect to employment centers, transportation routes, shopping, schools, etc. Sale 8 was located in a superior location and downward adjustment was given. Sale 1, 2, 6 and 7 were located in inferior locations and upward adjustments were given. All of the other sales were similar in location and no adjustments were required.

Frontage The frontage adjustment is based upon the premise that a site, with a location featuring superior frontage and exposure, tends to sell at a higher per unit price compared to a site with less prominent attributes. Properties with frontage on two or more streets may have a higher or lower unit value than neighboring properties with frontage on only one street. The advantage of easier access to corner sites may be diminished by a loss of privacy or a loss of utility due to setback requirements. This determination can change depending on the use (or uses) anticipated for the site. Sale 2 had no road frontage and an upward adjustment was given.

Size Size adjustments to the comparables are based on the fact that larger land sales typically sell for less per acre. The shape of a parcel may theoretically have an influence on the potential usability of the parcel with particular regard to the useable land remaining after regulatory set-backs, and front, rear, and side yards requirements are met. We analyzed several land sales to determine an adequate adjustment for size and shape differences. Sale 1 was smaller in size and a downward adjustment was given. Sale 3 thru 9 was larger in size and upward adjustments were given.

Topo Adjustments for topography are applied as a result of dissimilarities in terrain, drainage, slope and other topographical features. Variances in topography tend to have costly affects at the time of initial development of a site. These costs are associated with grading and leveling, bringing in of fill dirt, removal of excess earth, redesigning of building footprints to accommodate the terrain, and design of adequate drainage. No adjustments were given.

Flood Area To value wetlands, appraisers must understand the unique features of the land, the evolving laws protecting these areas, the niche market for such properties and the proper application of the approaches to value. No adjustments were required

Zoning All sales were commercial land sales. The subject property was not zoned but is surrounded by land that is zoned General Commercial (GC). Sale 4 and 5 was zoned Office-Institutional which is inferior to the subject and upward adjustments were given. All of the other land comparables were similar to the subject and no adjustments were given.

Utilities All of the land sales have similar utilities available, and no adjustment was deemed necessary.

For these nine sales, the unadjusted prices ranged from $1.31 to $9.11 per square foot, and land sizes ranged from 0.14 to 2.00 acres. The appraiser analyzed differences in these sales based on time of sale, location, access/exposure, size, use, topography and site features. After adjusting each of the comparable land sales, the pertinent adjusted indicators are mean and median values. With these adjustments made, the adjusted land sales ranged from $2.07 to $6.59 per square foot with a mean of $3.98/SF and a median of $3.45/SF. These sales submitted in this market analysis are deemed to be the most reliable indicators of value for the subject at this time. The unit of comparison in this analysis is the price per square foot and the corresponding adjustments are based on a percentage of price. After adjusting the comparable sales, the indicated values have been weighted based on adjustments plus location and sizes. The lower the adjustment, the more reliable the sale is considered to be and the more weighted applied. The indicated values are weighted as shown below:

Sale #	Value per SF	Gross Adjustments	Weight	Weighted Price
1	$3.37	50%	0.04	$0.13
2	$2.03	55%	0.03	$0.07
3	$3.45	10%	0.19	$0.66
4	$4.08	20%	0.10	$0.39
5	$2.07	20%	0.10	$0.20
6	$3.01	15%	0.13	$0.38
7	$6.01	10%	0.19	$1.15
8	$5.23	10%	0.19	$1.00
9	$6.59	60%	0.03	$0.21
			1.00	**$4.20**

Therefore, based on the market data and our analysis thereof and discussion with local market participants, it is our opinion the Market Value of the subject price per square foot is reflected by a value of **$4.00** per square foot. Therefore, the estimated Market Value using the price/SF measure of the subject is calculated as follows:

18,785 SF (0.431 Acre) @ $4.00 per SF = $75,140

Rounded = **$75,000**

The adjustment grid can be found on the **following** page. A detail description of each land sale will be provided after the adjustment grid.

LAND SALES
SUMMARY OF ADJUSTMENTS

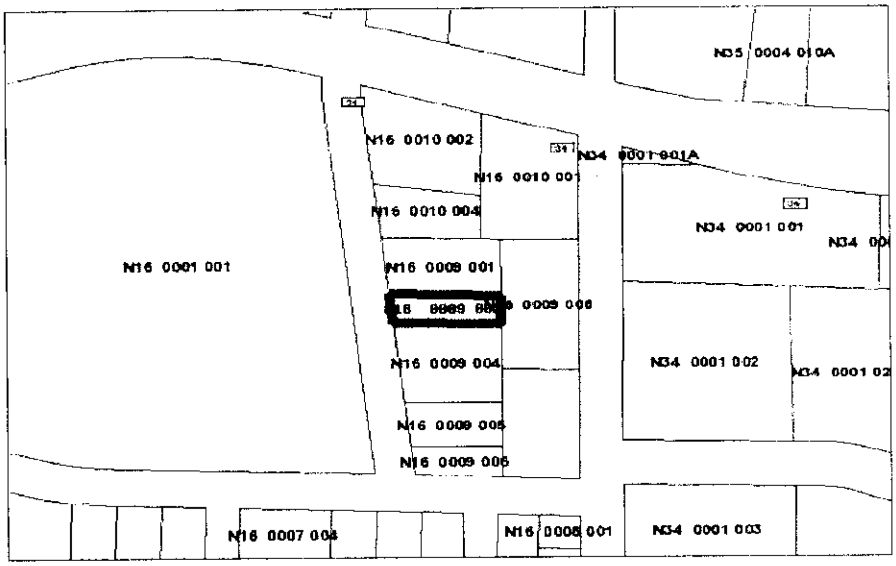
	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Sale 7	Sale 8	Sale 9
Sale Price/Acre	$139,286	$57,143	$201,979	$162,500	$75,000	$114,130	$238,095	$231,618	$397,000
Sale Price/SF	$3.20	$1.31	$4.64	$3.73	$1.72	$2.62	$5.47	$5.32	$9.11
Size	0.14	0.35	0.96	1.00	1.00	0.92	0.84	1.36	2.00
Date of Sale	Jan-09	Nov-10	Mar-08	Oct-09	Jun-10	Oct-10	Jun-10	Jun-09	Aug-09
Date of Appraisal	Jun-11	Jun-11	Jun-11	Jun-11	Jun-11	Jun-11	Jun-11	Jun-11	Jun-11
Number of Months	29	7	39	21	12	8	12	25	23
Time Adjustment/Year	-5%	0%	-10%	-5%	0%	0%	0%	-5%	-5%
Time Adjustment/Month	-0.42%	0.00%	-0.83%	-0.42%	0.00%	0.00%	0.00%	-0.42%	-0.42%
Total Time Adjustment	-12.18%	0.00%	-32.37%	-8.82%	0.00%	0.00%	0.00%	-10.50%	-9.66%
Time-Adjusted Sale Price	$2.81	$1.31	$3.14	$3.40	$1.72	$2.62	$5.47	$4.76	$8.23
Adjustments:									
Location	25%	15%	0%	0%	0%	5%	5%	0%	-25%
Frontage	0%	15%	0%	0%	0%	0%	0%	0%	0%
Size	-15%	0%	10%	10%	10%	10%	5%	10%	20%
Topo	0%	0%	0%	0%	0%	0%	0%	0%	0%
Shape	0%	0%	0%	0%	0%	0%	0%	0%	0%
Zoning	0%	0%	0%	10%	10%	0%	0%	0%	0%
Flood Zone	0%	0%	0%	0%	0%	0%	0%	0%	0%
Lot View	0%	25%	0%	0%	0%	0%	0%	0%	-15%
Utilities	0%	0%	0%	0%	0%	0%	0%	0%	0%
Access	10%	0%	0%	0%	0%	0%	0%	0%	0%
Total Adjustments	20%	55%	10%	20%	20%	15%	10%	10%	-20%
Adjusted Price/SF	$3.37	$2.03	$3.45	$4.08	$2.07	$3.01	$6.01	$5.23	$6.59
Mean	$3.98								
Median	$3.45								

We adjust each of the comparable sales as they differ from the subject property. After analyzing the land sales, emphasize was placed on comparables close to the property and with less adjustments. After considering the above elements, we estimated a market value of $4.00/Sf to the subject's property.

ESTIMATED VALUE INDICATED BY LAND SALES

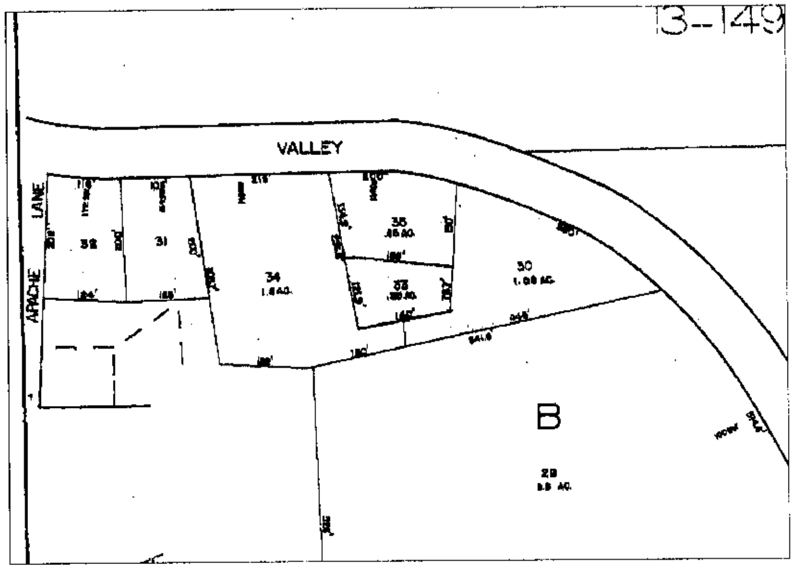
18,785	**SF X**	**$4.00**	**=**	**$75,140**
(0.431 Acre)			**Rounded**	**$75,000**

Land Sale No. 1



Address	:	Sutherland Drive
City/County/State	:	Newnan, Coweta County, GA
Subdivision/Complex	:	N/A
Parcel Number	:	N16-0009-002
Grantor	:	Paulty Properties
Grantee	:	Dexter Strickland
Deed Book/Page	:	3420/883
Plat Book/Page	:	N/A
Verification	:	GSCCCA, Tax Records
Sale Price	:	$19,500
Sale Date	:	Jan-09
Land Area - Acres	:	0.14
Price per Acre	:	$139,286
Land Area - SF	:	6,098
Price per SF	:	$3.20
Utilities	:	All Utilities
Zoning	:	General Commercial District (CGN)

Land Sale No. 2

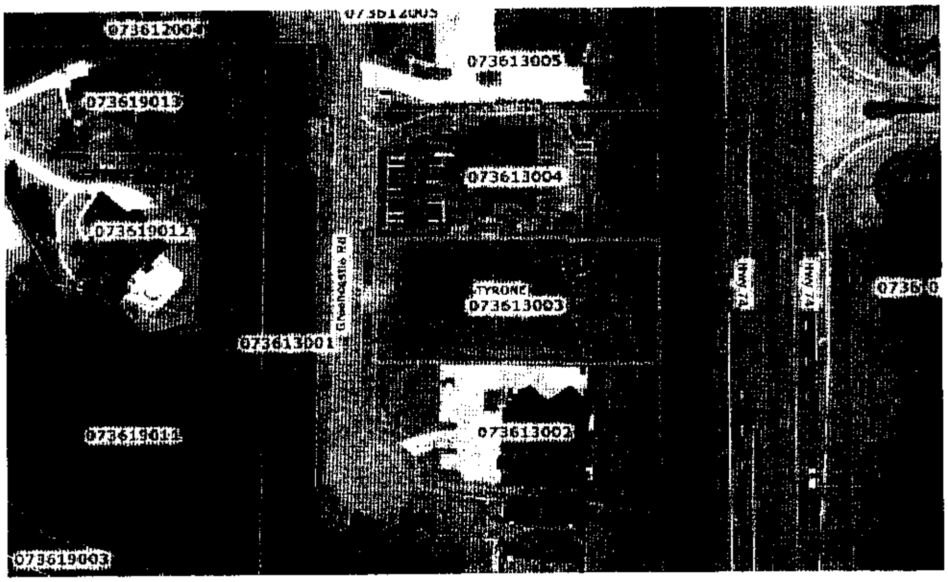


Address	:	Valley Hill Road
City/County/State	:	Riverdale, Clayton County, GA
Subdivision/Complex	:	N/A
Parcel Number	:	13-172B-00B-0033
Grantor	:	Brian H. Jackson
Grantee	:	Eugene Ogbomn
Deed Book/Page	:	9883/549
Plat Book/Page	:	N/A
Verification	:	GSCCCA, County Tax
Sale Price	:	$20,000
Sale Date	:	Nov-10
Land Area - Acres	:	0.35
Price per Acre	:	$57,143
Land Area - SF	:	15,246
Price per SF	:	$1.31
Utilities	:	All Utilities
Zoning	:	General Business District (GB)

Land Sale No. 3

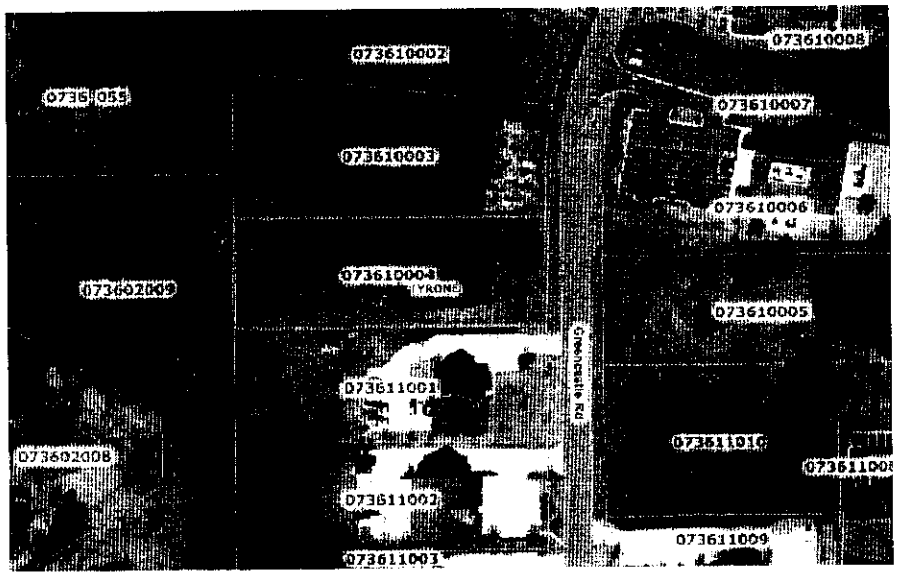
Address	:	Northlake Drive
City/County/State	:	Peachtree City, Fayette County, GA
Subdivision/Complex	:	N/A
Parcel Number	:	07-33-03-006
Grantor	:	H&R Land Dev Corp
Grantee	:	Northlake Woods Office LLC
Deed Book/Page	:	3375/115
Plat Book/Page	:	N/A
Verification	:	GSCCCA, FMLS, County Tax
Sale Price	:	$193,900
Sale Date	:	Mar-08
Land Area - Acres	:	0.96
Price per Acre	:	$201,979
Land Area - SF	:	41,818
Price per SF	:	$4.64
Utilities	:	All Utilities
Zoning	:	General Commercial District (GC)

Land Sale No. 4



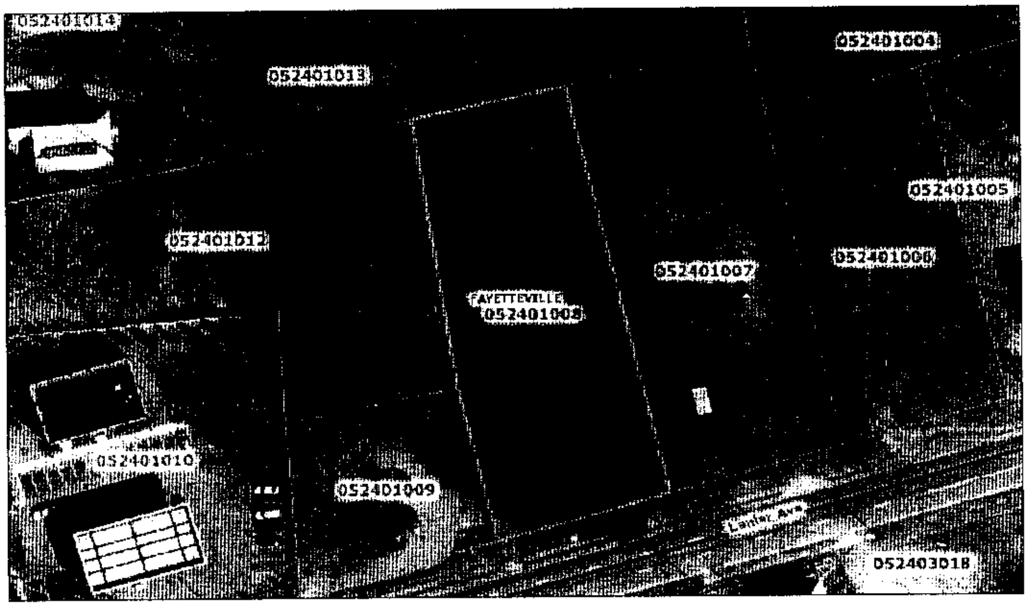
Address	:	Greencastle Road
City/County/State	:	Tyrone, GA 30290
Subdivision/Complex	:	Markethill Office Center
Parcel Number	:	07-36-13-003
Grantor	:	Richard W. Greenan
Grantee	:	Osmose Realty Corp.
Deed Book/Page	:	3578/298
Plat Book/Page	:	N/A
Verification	:	GSCCCA, FMLS, County Tax
Sale Price	:	$162,500
Sale Date	:	Oct-09
Land Area - Acres	:	1.00
Price per Acre	:	$162,500
Land Area - SF	:	43,560
Price per SF	:	$3.73
Utilities	:	All Utilities
Zoning	:	Office Institutional District (OI)

Land Sale No. 5



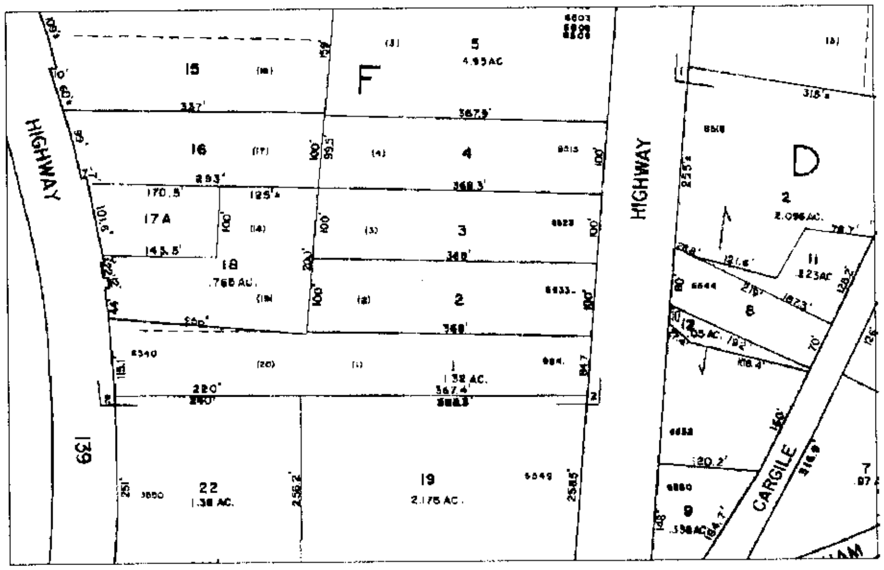
Address	:	Greencastle Road
City/County/State	:	Tyrone, Fayette County, GA
Subdivision/Comple	:	Markethill Office Center
Parcel Number	:	07-36-10-004
Grantor	:	Bank of Georgia
Grantee	:	Zenco Holdings LLC
Deed Book/Page	:	3654/306
Plat Book/Page	:	N/A
Verification	:	GSCCCA, FMLS
Sale Price	:	$75,000
Sale Date	:	Jun-10
Land Area - Acres	:	1.00
Price per Acre	:	$75,000
Land Area - SF	:	43,560
Price per SF	:	$1.72
Utilities	:	All Utilities
Zoning	:	Office Institutional District (OI)

Land Sale No. 6



Address	:	Lanier Avenue E
City/County/State	:	Fayetteville, Fayette County, GA
Subdivision/Comple:	:	N/A
Parcel Number	:	05-24-01-008
Grantor	:	N/A
Grantee	:	N/A
Deed Book/Page	:	N/A
Plat Book/Page	:	N/A
Verification	:	Loopnet
Sale Price	:	$105,000
Sale Date	:	Oct-10
Land Area - Acres	:	0.92
Price per Acre	:	$114,130
Land Area - SF	:	40,075
Price per SF	:	$2.62
Utilities	:	All Utilities
Zoning	:	Community Commercial District (C-2)

Land Sale No. 7

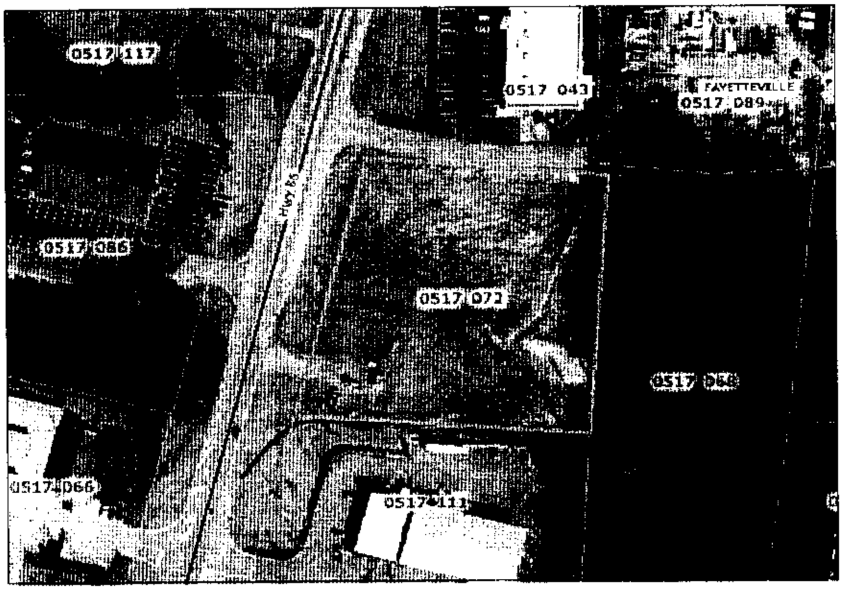


Address	:	Highway 85
City/County/State	:	Riverdale, Clayton County, GA
Subdivision/Complex	:	N/A
Parcel Number	:	13-138D-00F-0002
Grantor	:	Nancy E. Adams
Grantee	:	Shobha & Ashok Grover
Deed Book/Page	:	9839/589
Plat Book/Page	:	N/A
Verification	:	GSCCCA, FMLS, GAMLS
Sale Price	:	$200,000
Sale Date	:	Jun-10
Land Area - Acres	:	0.84
Price per Acre	:	$238,095
Land Area - SF	:	36,590
Price per SF	:	$5.47
Utilities	:	All Utilities
Zoning	:	General Business District (GB)

Land Sale No. 8

Address	:	Georgian Park
City/County/State	:	Peachtree City, Fayette County, GA
Subdivision/Complex	:	N/A
Parcel Number	:	07-35-00-045
Grantor	:	Georgian Park R/E Group LLC
Grantee	:	Pegasus Family Limited Partnership
Deed Book/Page	:	3534/165
Plat Book/Page	:	N/A
Verification	:	GSCCCA, FMLS
Sale Price	:	$315,000
Sale Date	:	Jun-09
Land Area - Acres	:	1.36
Price per Acre	:	$231,618
Land Area - SF	:	59,242
Price per SF	:	$5.32
Utilities	:	All Utilities
Zoning	:	General Commercial District (GC)

Land Sale No. 9



Address	:	Highway 85 S
City/County/State	:	Fayetteville, Fayette County, GA
Subdivision/Complex	:	N/A
Parcel Number	:	05-17-00-072
Grantor	:	Annette Goodman
Grantee	:	Evansmt Ventures LLC
Deed Book/Page	:	3557/175
Plat Book/Page	:	N/A
Verification	:	GSCCCA, FMLS, GAMLS
Sale Price	:	$794,000
Sale Date	:	Aug-09
Land Area - Acres	:	2.00
Price per Acre	:	$397,000
Land Area - SF	:	87,120
Price per SF	:	$9.11
Utilities	:	All Utilities
Zoning	:	Highway Commercial District (C-H)

RECONCILIATION OF THE FINAL ESTIMATE

The Sales Comparison Approach to the Market Value has been utilized to provide a value indication for the subject's property. In order to evaluate the current market value of the subject property, several commercial land sales to the subject in the immediate and surrounding market areas have been researched. Nine land sales have been included in this report. These sales have been analyzed to develop an opinion for the current market value of the subject's 0.431 acres. After all considerations, we believe that a market value for the subject's property at $4.00 per square foot is reasonable and supported. Therefore, it is our opinion the Market Value of the Fee Simple Interests in the subject property as of June 10, 2011, is:

$75,000

-Seventy Five Thousand Dollars-

ADDENDA

STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

ROBERT A RICE

6152

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THE PRIVILEGE AND RESPONSIBILITIES OF THIS APPRAISER CLASSIFICATION SHALL CONTINUE IN EFFECT AS LONG AS THE APPRAISER PAYS REQUIRED APPRAISER FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-39-A. THE APPRAISER IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

CHARLES B. BRAMLETT
Chairperson

SANDRA MCALISTER WINTER
Vice Chairperson

WILLIAM R. COLEMAN, JR.
D. SCOTT MURPHY
MARILYN R. WATTS

17653345

ROBERT A RICE

**6152**
Status **ACTIVE**

ORIGINALLY LICENSED
06/27/1997

END OF RENEWAL
03/31/2012

CERTIFIED GENERAL REAL PROPERTY APPRAISER

THIS LICENSE EXPIRES IF YOU FAIL TO PAY RENEWAL FEES OR IF YOU FAIL TO COMPLETE ANY REQUIRED EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

JEFFREY LEDFORD
Real Estate Commissioner

17653345

ROBERT A RICE

**6152**
Status **ACTIVE**

ORIGINALLY LICENSED
06/27/1997

END OF RENEWAL
03/31/2012

CERTIFIED GENERAL REAL PROPERTY APPRAISER

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State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

JEFFREY LEDFORD
Real Estate Commissioner

17653345

Robert Andrew Rice

Real Estate Appraiser, Agent & Consultant
52 Lundy Street
Newnan, Georgia 30263
Office (770) 683-3434 Fax: (770) 683-3434
Email: arice@numail.org

EDUCATION
Real Estate Degree (BBA) May 2000, State University of West Georgia, Carrollton, Georgia
Associate Degree, December 1997, Truett McConnell College, Walkinsville, Georgia

CONTINUING EDUCATION AND SEMINARS COMPLETED
GA MLS Training Institute, February 2010, Online Course
Real Estate Ethics
GA MLS Training Institute, February 2010, Online Course (Proctored Exam Passed)
Salesperson Postlicense
Appraisal Institute, March 2009, Online Course
National USPAP
Appraisal Institute, February 2007, Online Course
National USPAP
Appraisal Institute, September 2006, Atlanta, Georgia
Atlanta Chapter: "Bubble or Bounce"
The Real Estate Information Management School, February 2004, Norcross, Georgia
National USPAP Update Course
The Real Estate Information Management School, February 2004, Norcross, Georgia
FNMA New Guidelines
GA MLS Training Institute, March 2003, Atlanta, Georgia
Methods of Real Estate Appraisal
The Real Estate Information Management School, February 2002, Norcross, Georgia
Capitalization
American Society of Real Estate Appraisers, February 1999, Atlanta, Georgia
Residential Appraisal Report Writing & Case Studies
American Society of Real Estate Appraisers, May 1997, Atlanta, Georgia
Appraising Real Property

UNIVERSITY REAL ESTATE COURSES PASSED

Real Estate Principles	Residential Appraisal
Real Estate Finance	Income Property Appraisal
Real Estate Investment	Real Estate Marketing

APPRAISAL INSTITUTE (MAI DESIGNATION CANDIDATE)

Basic Appraisal Principles	Course 510: Advanced Income Capitalization
Basic Appraisal Procedures	Course 520: Market Analysis & H&BU
Course 310: Income Capitalization	Course 530: Advanced Sales Comparison & Cost Approaches
Course 410: National USPAP	

APPRAISAL EXPERIENCE
RESIDENTIAL: single-family homes, apartments, multi-family, condominiums, townhouses, lofts, land
COMMERCIAL: office buildings, shopping centers, retail stores, commercial land, package store, acquisition & development, hotel/motel, ground leases, gas stations/convenience store, restaurants
INDUSTRIAL: warehouses, self-storage facilities, service warehouses, airport hangers, lumber storage sheds, office/industrial condominiums, industrial land
SPECIAL PURPOSE: nursing homes, mobile home parks, equestrian facility, kennel, historical properties, churches, veterinarian hospitals, fire stations, day care, eminent domain & condemnation
EXPERT WITNESS: fire damage, foreclosure

PROFESSIONAL EXPERIENCE
Rice Appraisal Group, Real Estate Appraiser, Newnan, Georgia, 1997-Present
Real Estate Salesperson, Newnan, Georgia, 2009-Present
nBank Mortgage, Real Estate Appraiser, Lawrenceville, Georgia, 2003-2005
J.R. Bowman Construction Company, Assistant/Labor, Atlanta, Georgia, 1992-1993

PROFESSIONAL DESIGNATIONS
Certified General Real Property Appraiser: GA6152
Georgia License Real Estate Salesperson: GA336424
Associate General Member, Appraisal Institute

COMPUTER SKILLS
RealEasy Appraisal Software, Adobe Acrobat, Microsoft Office (Access, Excel, Word, PowerPoint, Mspaint)

REFERENCE Please call for references

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager PT for JP

FROM: Public Information Officer/City Clerk PT

DATE: December 29, 2011

SUBJECT: Consider Appointed to Council Director Seat on Convention & Visitors Bureau
January 5, 2012, City Council Meeting

Council must designate a member to serve on the Council Director Seat for the Peachtree City Convention and Visitors Bureau.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

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

DATE: **December 29, 2011**

SUBJECT: **Mayor's Appointment of Council Liaisons to Authorities and Committees**
January 5, 2012, City Council Meeting

Each year, the Mayor appoints members of Council to serve as liaisons to Peachtree City's various Authorities, Commissions, and boards.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Financial Services Director
Assistant Financial Services Director
Purchasing Agent
Community Services Director
Public Services Director

FROM: Contract Services Manager

DATE: January 3, 2012

SUBJECT: Annual Contract for Sport Field Turf Management
January 5, 2012 Council Meeting

Recommendation:
Staff recommends that City Council award the service for Sports Field Turf Management to TrueGreen Chemlawn for their not to exceed annual price of $56,208.00 with the option of renewal for two more years.

Discussion:

The purpose of this Request for proposals (RFP) is to maintain the Sports Turf Fields throughout the City. Five (5) vendors attended the mandatory pre-proposal meeting; proposals were received from two vendors. The following criteria was used to determine the award;

Price	50%
Related Experience & Compliance with RFP	30%
Staff Credentials	10%
References	10%

Each of the proposals submitted were evaluated by three staff members resulting in the following combined score out of a possible 5 (One being the worst, five being the best.):

Company	Amount	Price Proposal (50% weight)	Related Experience& Compliance 30% weight)	Staff Credentials (10%weight)	References (10% weight)	Weighted Score
TrueGreen Chemlawn	$56,208	5	3.7	3.7	3.7	**4.33**
ValleyCrest Landscape	$132,704	2.1	3.7	5	5	**3.16**

Based on these evaluations, staff recommends Council approved the award of this contract to TruGreen Chemlawn for an annual not to exceed amount of $56,208.00

Budget Impact:

If approved by City Council, this will cause a budget overrun of $13,622 in the Recreation Department's original budget, account 100-6110-522140. Therefore, additional funds are requested from surplus carryover.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Dr. James Pennington, City Manager
Paul Salvatore, Director of Financial Services P.S.
Angela Egan, Purchasing Agent
Ed Eiswerth, Fire Chief

FROM: Joe O'Conor, Assistant Fire Chief of Operations

DATE: January 3, 2012

SUBJECT: Justification for Purchase Requisition – Physio-Control LifePak 15

Recommendation:

Staff recommends that Council authorize the brand name purchase of four (4) Physio-Control LifePak 15 cardiac monitors for the Fire Department's ambulance fleet for the quoted price of $ 148,404.20.

Background:

Our Fire Department has consistently relied upon state of the art cardiac monitoring and electrical intervention technology in its provision of Advanced Cardiac Life Support. Currently all ambulances are outfitted with Physio-Control brand LifePak 12 cardiac monitors. With financial help from the federal Assistance to Firefighter Grant program, the Fire Department seeks to upgrade these 10 year old cardiac monitors to the latest technology.

The Fire Department conducted a review of cardiac monitors on the market however no superior options to the Physio-Control product were identified. Physio-Control monitors provide for the seamless transition from all Automatic External Defibrillators (AEDs) in use by the Fire Department and those pre-positioned in City facilities. Physio-Control has consistently proven their ability to provide outstanding service after the sale with an experienced staff of technical support personnel capable of annually servicing all Physio-Control products to ensure their reliability. Therefore, upon the recommendation of Fire Department staff, the City Manager has authorized this name brand purchase.

Budget Impact:

The total Assistance to Firefighters grant awarded was $152,500.00. Physio-Control has provided a quote for $148,404.20. The 10% local match of $14,840.42 will be identified within the Fire and EMS Budgets.

PHYSIO CONTROL

Physio-Control, Inc.
11811 Willows Road NE P.O. Box 97006 Redmond, WA 98073
Tel 425 867 4000 Toll-free 800 442 1142
www.physio-control.com

21 December 2011

Gary North
Peachtree City Fire Department
105 Peachtree Pkwy N
Peachtree City, GA 30269

Dear Mr. North,

In response to your recent request, I am writing to confirm that Physio-Control, Inc. is the sole source provider in your marketplace for:

- New LIFEPAK® devices
- Our factory refurbished line of RELI devices
- LIFENET® Data Management Solutions
- The LUCAS® Chest Compression System
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections, and repairs

Physio-Control does not utilize the services of any authorized resellers in the sale of these products and services in your marketplace.

Best regards,

Bryan deLeuw
Associate Contract Analyst
Physio Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003

PHYSIO CONTROL

Physio-Control, Inc.
11811 Willows Road NE
P.O. Box 97023
Redmond, WA 98073-9723 U.S.A
www.physio-control.com
www.medtronic.com
tel 800.442.1142
fax 800.732.0956

To: Gary North
Peachtree City Fire Department
105 Peachtree Pkwy N
PEACHTREE CITY, GA 30269
Phone: (770) 631-2532

Quote#: 1-203398936
Rev#: 4
Quote Date: 12/20/2011
Sales Consultant: Chris Lotter
800-442-1142 x 72452
FOB: Redmond, WA

Terms: Net 30, all quotes subject to credit approval and the following terms & conditions

Contract: None

Exp Date: 03/19/2012

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	**99577-001256 - LP15 v2 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2/CO, 12L GL, NIBP, CO2, Trend, BT** THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 21300-008084 (one per order) and SHIP KIT (RC Cable) 41577-000007 INCLUDED.	4	$33,295.00	$5,993.10	$0.00	$27,301.90	$109,207.60
2	**21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY** RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	12	$390.00	$70.20	$0.00	$319.80	$3,837.60
3	**11140-000072 - LP15 AC Power Supply**	4	$1,395.00	$251.10	$0.00	$1,143.90	$4,575.60
4	**11140-000080 - CABLE-EXTERNAL POWER, EXTENSION** CABLE-EXTERNAL POWER, EXTENSION	4	$250.00	$45.00	$0.00	$205.00	$820.00
5	**11171-000049 - RAINBOW DCI ADT REUSABLE SENSOR, REF 2696** RAINBOW DCI ADT REUSABLE SENSOR, REF 2696	4	$750.00	$135.00	$0.00	$615.00	$2,460.00
6	**11996-000022 - CHILD CUFF (PEDIATRIC), 9X27CM REUSABLE** NIBP CUFF-REUSABLE,CHILD,9X27CM	4	$22.00	$3.96	$0.00	$18.04	$72.16
7	**11996-000025 - LARGE ADULT CUFF, 16X42CM REUSABLE** NIBP CUFF-REUSABLE,LARGE ADULT 16X24CM	4	$30.00	$5.40	$0.00	$24.60	$98.40
8	**11577-000002 - KIT - CARRY BAG, MAIN BAG** ACCESSORY 11577-000002 LP15 KIT CRY BAG. Includes shoulder strap 11577-000001	4	$260.00	$46.80	$0.00	$213.20	$852.80
9	**11220-000028 - Top Pouch** Storage for sensors and electrodes. Insert in place of standard paddles.	4	$47.00	$8.46	$0.00	$38.54	$154.16
10	**11260-000039 - KIT - CARRY BAG, REAR POUCH** KIT - CARRY BAG, REAR POUCH	4	$67.00	$12.06	$0.00	$54.94	$219.76

Quote#: 1-203398936
Rev#: 4
Quote Date: 12/20/2011

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
11	**MC999-001005 - 5 year on-site repair and 1 inspection per- 5 years**	4	$5,165.00	$0.00	$0.00	$5,165.00	$20,660.00
12	**50999-000117 - ZONE TRAVEL CHARGE: ZONE 1**	4	$0.00	$0.00	$0.00	$0.00	$0.00
13	**11141-000115 - BASE-REDI-CHARGE MOBILE BATTERY CHARGER** BASE- REDI-CHARGE BATTERY CHARGER	4	$1,295.00	$233.10	$0.00	$1,061.90	$4,247.60
14	**11141-000116 - LP12 ADAPTER- REDI-CHARGE BATTERY CHARGER TRAY**	4	$175.00	$31.50	$0.00	$143.50	$574.00
15	**11140-000015 - AC POWER CORD**	8	$67.00	$12.06	$0.00	$54.94	$439.52

SUB TOTAL	$148,219.20
ESTIMATED TAX	$0.00
ESTIMATED SHIPPING & HANDLING	$185.00
GRAND TOTAL	**$148,404.20**

Pricing Summary Totals

List Price:	$176,220.00
Cash Discounts:	- $28,000.80
Tax + S&H:	+ $185.00

GRAND TOTAL FOR THIS QUOTE	**$148,404.20**

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT "Ask your sales representative how to get 25% or more off list price on your LIFEPAK disposables by signing up for a disposables agreement"

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER.A PURCHASE ORDER IS REQUIRED ON ALL ORDERS $10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES.THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: MA/02649303/1-3D3JLW

Notes:

Taxes, Shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only.

Above pricing valid only if quote is purchased in its entirely (optional items not required).

To receive a trade-in credit, the customer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost

In the event that the trade-in device(s) are not received by Physio-Control within the 30-day window, customer acknowledges that the quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Customer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid an exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.

International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyers account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes. the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc..

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Buyers sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, Including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
b) Through The purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.