

City Council of Peachtree City
Agenda
January 5, 2004
7:00 p.m.

Swearing in Ceremony

Remind Attendees to Turn Off Cell Phones

- I. Prayer
- II. Pledge of Allegiance/National Anthem
- III. Oath of Office
*Council Member Stuart Kourajian, Council Member Judi-ann Rutherford,
Municipal Court Judge Eric Maxwell*

Break (Photo Opportunities)

Council Meeting

- IV. Election and Oath of Office of Mayor Pro-tem
- V. Announcements, Awards, Special Recognition
Recognize Judge Mitch Powell
Present 10-year Pin to Lola Williams
Present 20-year Pin to Gary North
Recognize Employees of the Year – Jimmy Freeman and Thomas Holmes
Recognize Supervisor of the Year – Janet Camburn
- VI. Minutes
December 4, 2003 Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Annual Indemnification Resolution
 - 2. Alcohol License – Change in License Representative – Eckerd's #3458
 - 3. Alcohol License – Change in Licensee – Sequoia Golf, LLC
 - 4. Approve Internship/Volunteer Positions
 - 5. Consider Appointment to Recreation Commission
- IX. Old Agenda Items
 - 12-03-02 Alcohol License – NEW – Gumba's
- X. New Agenda Items
 - 11-03-13 George Anderson – Request to Address Council Regarding
Council Member Weed and City Policy Regarding Payment of Dues
 - 11-03-14 Consider Approval of Lease between Peachtree City and Peachtree City Tourism
Association, Inc.
 - 11-03-15 Consider Approval of Peachtree City Tourism Association, Inc., Budget for
January 19, 2004, to September 30, 2004
 - 01-04-01 Consider Approval of Changes to Peachtree City Tourism Association Articles of
Incorporation and By-laws
 - 01-04-02 Select Council Members to Serve on Peachtree City Tourism Association, Inc.,
Board of Directors
 - 01-04-03 Authorization of Legal Organ
 - 01-04-04 Consider Request for De-annexation – Rod Wright, Platinum Ridge
 - 01-04-05 Consider Funding for DAPC Annual Financial Audit
- XI. Council/Staff Topics
- XII. Executive Session

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

OATH OF OFFICE

Councilmember

I, **Stuart V. Kourajian**, do solemnly swear or affirm that I will well and truly perform the duties of Councilmember of Peachtree City by adopting such measures as in my judgement shall be best calculated to promote the general welfare of the inhabitants of Peachtree City and that I will support and defend the Charter and ordinances thereof, as well as the constitution and laws of the State of Georgia and of the United States of America. So help me God.

Signed: _____
Stuart V. Kourajian

Sworn to and subscribed before me in open meeting this 5th day of January 2004.

Notary

OATH OF OFFICE

Councilmember

I, **Judi-ann Rutherford**, do solemnly swear or affirm that I will well and truly perform the duties of Councilmember of Peachtree City by adopting such measures as in my judgement shall be best calculated to promote the general welfare of the inhabitants of Peachtree City and that I will support and defend the Charter and ordinances thereof, as well as the constitution and laws of the State of Georgia and of the United States of America. So help me God.

Signed: _____
Judi-ann Rutherford

Sworn to and subscribed before me in open meeting this 5th day of January 2004.

Notary

OATH OF OFFICE

Judge

I, **Eric Maxwell**, do solemnly swear or affirm that I will truly, honestly and faithfully perform the duties of Peachtree City Municipal Court Judge to best of my ability without fear, favor or partiality.

Signed: _____
Eric Maxwell

Sworn to and subscribed before me in open meeting this 5th day of January 2004.

Notary

Oath of Office for Mayor Protem

I, _____, do solemnly swear that I will well and truly perform the duties of Mayor Pro Tem by adopting such measures as in my judgement shall be best calculated to promote the general welfare of the inhabitants of Peachtree City and the common interest thereof. So help me God.

Signed: _____

Sworn to and subscribed before me
in open meeting this 5th day of
January, 2004.

Notary

**City of Peachtree City
Minutes of Regular Meeting
December 4, 2003
7:30 p.m.**

The City Council of Peachtree City met Thursday, December 4, 2003, 7:40 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Annie McMenamin, Steve Rapson, and Murray Weed. Dan Tennant was out of town.

Announcements, Awards, Special Recognition

Mayor Brown recognized the U14 and U19 Tide American Cup Championship soccer teams. Janice Mitchell, Georgia Mitigation Specialist from the Federal Emergency Management Agency, and Collis Brown, Georgia Floodplain Coordinator for the Georgia Department of Natural Resources, presented a plaque in recognition of the City's efforts to improve the Insurance Services Office/Community Rating System (ISO/CRS) rating to 7. Elena Baker and Emma Hale from Regions Bank presented a check to the Police Department for its scholarship fund. The graduates from the Citizens Police Academy were recognized. Police Chief James Murray presented the Mayor and Council with a plaque bearing the certificate of accreditation from the Commission for Accreditation for Law Enforcement Agencies (CALEA).

Minutes

McMenamin moved to approve the November 6, 2003, regular meeting minutes as corrected. Weed seconded. The motion carried unanimously.

Monthly Reports

Brown noted there were some updated reports on the dais. Brown announced that City offices would be closed on December 25-26 and January 1. The first meeting in January was rescheduled to Monday, January 5, at 7 p.m. City offices would close again on Monday, January 19, for the Martin Luther King holiday. Brown said he liked the Administrative Services report format. Twenty-four new businesses registered in the past month. Brown noted the top five accident locations.

Consent Agenda

- 1. Alcohol License – Consider Change in License Representative – Eckerd #2026**
- 2. Consider Adoption Trust to Trust Transfer Ordinance for Defined Benefit Pension Plan**
- 3. Consider Purchase of Asphalt Milling Machine and Budget Amendment**
- 4. Consider Budget Amendments for FY 2003**
- 5. Consider Budget Amendments for FY 2004**
- 6. Certify Election Results**

Weed moved to approve the Consent Agenda. McMenamin seconded. The motion carried unanimously.

New Agenda Items

11-03-07 Consider Alcohol License – NEW – Smokey Bones Barbeque & Grill

Tom Nursey, applicant for Licensee and License Representative, addressed Council. McMenamin told Nursey she was always impressed when a business came in and took an empty building off the streets. She said she was very pleased that they were refurbishing an existing building. Nursey said the restaurant in the City would be the 55th in the nation, and only five were new construction. McMenamin moved to approve Thomas Nursey as the Licensee and License Representative. Weed seconded. The motion carried unanimously.

11-03-10 Consider Intergovernmental Agreement for Airport Authority

Brown noted for the record that there were new documents on the dais – an interoffice memo dated December 4 entitled Peachtree City Airport Authority Loan for Capital Improvement, an e-mail from the City Manager to City Attorney and Council with the subject Airport Authority Loan for Capital Improvements, an intergovernmental contract, and an authorizing resolution.

Brown noted that the last draft of the intergovernmental agreement he had was from 10:45 that morning and asked if there was another draft after that one. McMullen said nothing had changed since then.

McMullen discussed the most recent memo sent to Council, which he said was a modification of the original memo. He continued that an issue had come up with the hotel/motel tax. He said staff requested approval of the intergovernmental agreement contingent upon additional language being added such that the Airport Authority would fund the loan as the number one CIP priority before any other CIP project was funded.

Brown clarified that staff recommended Council approve the package, as it was contingent upon the Airport Authority making the loan its number one CIP priority. McMullen said that, in essence, the way the agreement read was that the Airport Authority could not exhaust their revenues until paying this loan each month. The loan would have to be paid first.

Rapson asked if Council should also put in the agreement the caveat that the Airport Authority had to approve the agreement. City Attorney Ted Meeker said the intergovernmental agreement had to be accepted and ratified by the Airport Authority and suggested McMullen restate that information so it could be incorporated into the motion.

McMenamin asked Airport Authority Chairman Cathy Nelmes if she was comfortable with the agreement and the proposed changes. Nelmes said she was.

Rapson noted the loan was for the Aviation Center roof repair and for Stallings Road, and allowed both projects to move forward immediately. He continued that the Airport Authority had always had a sound 10-year projection, and these items were not part of the operating projections. He said he was comfortable with the agreement since the first dollars spent each month by the Airport Authority were to repay the loan.

Rapson moved to authorize the Mayor to sign the intergovernmental agreement with the Peachtree City Airport Authority to support the Authority's efforts to develop and market the airport in regards to the two items discussed by Council, as well as adding the contractual language to the intergovernmental agreement that McMullen mentioned. Brown asked McMullen to go over his recommendation regarding the agreement again. McMullen said staff recommended Council approve the intergovernmental agreement with the Airport Authority contingent on changes in the contract that would require the Airport Authority to fund the payments of the loan before any other capital expenditures in their annual budget. Weed seconded. The motion carried unanimously.

Nelmes thanked McMullen, Financial Services Director Paul Salvatore, and Meeker for their work. Brown thanked Nelmes for the Airport Authority's cooperation.

11-03-11 Consider Appointment of Investment Management Firm for Pension Plan

Salvatore said this was one of the final steps to complete the transfer to the new defined benefit pension plan. Council had adopted the policy in October. Salvatore explained that the ordinance approved under the consent agenda earlier in the meeting allowed the City to terminate the Georgia Municipal Employees Benefit System (GMEBS) plan and transfer the assets to the new plan. Salvatore said there had been a competitive selection process, and Pacific Investment Management Company (PIMCO) had been chosen to manage investments of the pension fund. Salvatore said he had a letter from Clark Weeks of Actech, the City's pension consultant, in support of PIMCO.

Weeks told Council that PIMCO might not be the best choice, but it was not a bad choice. He continued that he felt comfortable that PIMCO would do well for the City.

Salvatore added that past performance was not an indication of future performance and that PIMCO managed billions of dollars in assets.

Weed moved to accept the proposal submitted by the Pacific Investment Management Company (PIMCO) to provide investment management services for the City of Peachtree City employees defined pension benefit plan. Rapson seconded. The motion carried unanimously.

11-03-12 Consider Adoption of Investment Policy for Pension Plan

Salvatore explained that the investment policy gave specific guidance to the investment manager on how to invest the pension funds. He said the policy referenced state laws, which placed strict controls on investment, and gave specific guidance on how to invest the funds, as well as authorizing specific duties and responsibilities of various parties. Rapson asked Salvatore if he felt he was hindering the company's performance any with the asset allocation guidelines and neutral benchmarks. Salvatore answered that state law allowed 55% on the equities and the City only put in 50%, so there was a 5% margin for error.

Rapson moved to adopt the attached investment policy needed to give guidance to the defined benefit pension plan investment manager. Weed seconded. The motion carried unanimously.

Rapson pointed out that the plan that was adopted was \$10,000 less than the next manager and their evaluation was number one.

11-03-13 George Anderson – Request to Address Council Regarding Council Member Weed and City Policy Regarding Payment of Dues

Mayor Brown asked if Mr. Anderson was present. Mr. Anderson was not present at the meeting. No action was taken.

12-03-01 Consider City Logo and Slogan

Brown noted there was an additional document on the dais – a memo from the City Manager to Mayor and Council dated December 3 and entitled City Slogan and Logo, December 4, 2003 City Council Agenda.

McMullen reminded Council that staff had been directed at Retreat to look at the slogan. The employees submitted ideas. This summer, Council asked citizens for their input and a slogan committee was formed. Council Member Weed chaired the committee, which also included McMullen, Recreation Commissioner Johnny Inman, Public Information Officer Betsy Tyler, and citizen volunteer Debbie Britt.

McMullen updated Council on the marketing strategies committee. McMullen said the committee had also been looking at updating the logo. They decided to deal with the items concurrently. McMullen said there would be no additional cost to implement both at the same time. The marketing strategies committee was working to provide better tools for organizations such as the Airport and Development Authorities and better represent the City's marketing strategies.

Brown pointed out that Britt had spent countless volunteer hours working on the committees and thanked her for contributing her time and professional expertise.

Britt said the slogan development committee had been fun and enlightening. She said the citizen input had been creative and thoughtful. The committee, in conjunction with the citizens, had created something of value for the City. She continued that a logo was more than a pretty picture and nice words, it had substance behind it. The slogan and logo were part of an identity developed for the City. She said the slogan was derived from the collective ideas of citizens. The slogan "Plan to Stay" was simply an invitation to partake in all the City had to offer. She said the City had many attributes and meant many things to many different people. The word "Plan" meant whatever anyone wanted it to be and could be a variation on the planned community theme. The overall message was that the City was wonderful and people should plan to stay.

Britt continued that the committee felt the slogan would have more impact if it had a visual enhancement. The logo added a touch of class to the message the City was trying to send. Britt added that, like Peachtree City, the design could mean different things to different people. Some people saw a peach tree; others saw foliage representing the preservation of greenspace. Some saw the peach top as the path system. Britt said the committee felt it was important that the logo transitioned from the present logo and respected the existing design.

Britt explained that a logo did not have to have literal symbolism. Logos also had to be versatile and transfer well into other media. She showed various examples. Britt also pointed out that the various departments could develop their own identity under the corporate logo and slogan. The City was also developing a marketing plan that would be integrated into the City's master business plan. The slogan and logo were part of the marketing plan. The City was transitioning from the marketing done by the City's major developer, which was ending its marketing for the City. The new identity created value by helping attract and retain businesses and residents. Marketing efforts needed to be managed for growth to maintain a competitive presence. The City needed to take ownership of its marketing to develop its own identity to be competitive in the market place.

Britt continued that the core objective of the plan was to create a marketing communication partnership between the City and its commissions, authorities, departments, and outside government agencies. Britt said they wanted to create cohesive, effective, and measurable marketing tools. While the logo and slogan would not bring people here, it was part of the overall package. Britt said the City sold itself once people got here, but people had to get here.

Britt said the committee felt it had put all the right elements together to create what the City had asked for, and had also gone a step further to give the City what it needed – long-term impact. The logo and slogan were created with citizen input and showed the pride the citizens had in their community. The logo and slogan were professional tools worth an estimated \$30,000. The City received those services free.

Brown asked Britt if the committee had considered using the color peach on the "swoop," rather than red. Britt said the color was more orange, but peach was not a strong color and did not reproduce well. Brown asked about the "bleeding" of colors on the logo as the colors got lighter. McMullen said the committee used transparencies of the logo on different colors of paper and the logo worked well on most of the colors. One of the things the City would do to improve its image would be to set standards in terms of types of paper to used. Britt said the style guide would also set guidelines so there would not be disasters in reproduction.

Several citizens attending the meeting commented about the logo and all liked the image. McMenamin said the original logo was based on the planned villages. The City would

not build out to that number and she felt the logo was antiquated. She said the logo showed a flow of continuation in the City and she found it relaxing.

Brown said if the branding market were not important, then billions would not be spent by corporate America. Anything the City could do to catch people's eye and to get an edge was important.

Weed said the committee went through every slogan that was submitted and even did a mathematical analysis to determine which words were used the most. The words "planning" or "planned" and "home" were used more than any other words. Britt said the City did not have one single element or landmark that stood out, and a slogan should not alienate anyone. She said the slogan was a good summation and captured the essence of what the citizens had said. Brown said he liked that different departments could build on the slogan. Rapson said he liked the versatility of the logo on different colors and the consistency.

Weed moved to adopt what was on the screen as the official City logo and City slogan – Plan to Stay. Rapson seconded.

Rapson clarified with McMullen that staff did not need Council to include anything in the motion regarding the cost of implementing the logo and slogan, just the concept of moving forward. McMullen said staff just wanted Council to know the minimal cost of decals and other things and that the transition would be done over a few years. The uniform contract was up in November 2004 and the new logo and slogan would be added at that time and there would be no cost in terms of the set-up.

Brown said the City would trademark the logo and slogan and asked if Tami Morris would be allowed to use them on her map. McMullen said the logo and slogan could go on the maps the City would sell, but not on those for general distribution. He said they had not discussed it with Morris yet. McMullen thanked Britt for her efforts, as well as Jay Johnson of Five Minute Productions, the graphic designer. Britt said Johnson had been highly recommended by her peers and she had not met him, but Johnson had seen the challenge in the project and the need, and had donated his initial services.

The motion carried unanimously. Weed said, as chair of the slogan committee, that the committee work reminded him of why he ran for office and thanked everyone for their work.

Council/Staff Topics

McMullen announced that an addition had been made to the City's website called Hometown. He explained that the link would be on the website. Public Information Officer Betsy Tyler and Information Technology Manager Matt Robinson gave a demonstration of the program, which allowed residents to search by village for their subdivisions and provided all kinds of information, including zoning and covenant information. Tyler announced that traffic tickets could also be paid online now. McMullen thanked the entire staff for their work on the project.

McMenamin noted that the Great Georgia Airshow had been featured this past month in *Auto Pilot* magazine. She said the magazine was distributed to all airports and individual aviators. McMenamin said approximately \$25,000 had been distributed to organizations that participated in the airshow. She gave a brief history of the airshow and thanked Airport Manager Jim Savage for his efforts, as well as Jerry Cobb of the Airport Authority.

Weed moved to reconvene in executive session for pending and threatened litigation after a short break. Rapson seconded. The motion carried unanimously.

Weed moved to reconvene in regular session. Rapson seconded. The motion carried unanimously.

Rapson moved to authorize the Mayor to sign the settlement agreement with the Wrights. Weed seconded. The motion carried unanimously.

There being no further business to discuss, Rapson moved to adjourn the meeting. Weed seconded. The motion carried unanimously. The meeting adjourned at 9:55 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

2004 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Years Holiday – City Offices Closed 1/5 – City Council Meeting, 7 pm 1/15 – City Council Meeting, 7 pm 1/19 – MLK Holiday, City Offices Closed	2/5 – City Council Meeting, 7 pm 2/19 – City Council Meeting, 7 pm	3/4 – City Council Meeting, 7 pm 3/18 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/1 – City Council Meeting, 7 pm 4/15 – City Council Meeting, 7 pm	5/6 – City Council Meeting, 7 pm 5/20 – City Council Meeting, 7 pm 5/31 – Memorial Day, City Offices Closed; Golf Cart Rally – 7:30 am Celebration at Plaza	6/3 – City Council Meeting, 7 pm 6/17 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/1 – City Council Meeting, 7 pm 7/3 – Independence Day Celebration Parade – 9 am Concert at City Hall – 7 pm Fireworks – 9:30 pm 7/5 – Independence Day holiday, City Offices Closed 7/15 – City Council Meeting, 7 pm	8/5 – City Council Meeting, 7 pm 8/19 – City Council Meeting, 7 pm	9/2 – City Council Meeting, 7 pm 9/6 – Labor Day, City Offices Closed 9/16 – City Council Meeting, 7 pm 9/18 & 19 – Shakerag Arts & Crafts Festival
<u>October</u>	<u>November</u>	<u>December</u>
10/7 – City Council Meeting, 7 pm 10/21 – City Council Meeting, 7 pm 10/31 – Halloween (the City does not change the date for Trick-or-Treating)	11/4 – City Council Meeting, 7 pm 11/18 – City Council Meeting, 7 pm 11/25 & 26 – Thanksgiving Holiday, City offices closed	12/2 – City Council Meeting, 7 pm 12/16 – City Council Meeting, 7 pm 12/24 – Christmas holiday, City Offices Closed from noon on 12/23 through 12/24

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

Updated 12/23/03

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: November, 2003

	<u>November 2003</u>	<u>FY 2004 Year to Date</u>	<u>FY 2003 Year to Date</u>
<u>Human Resources</u>			
Workers Compensation Claims Filed	3	6	8
City Vehicle / Equipment Accidents	0	0	5
Lawsuit Legal Fees	\$2,693	\$5,915	\$3,163

Municipal Court

Fines Collected	\$71,983	\$150,238	\$144,959
Citations Closed	360	1027	1258
Jail Fund Balance	\$1,123	\$4,340	\$5,164

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

Public Information

New Businesses Registered	17	41	not available
Public Contacts, Questions & Complaints	50	106	not available

This includes 14 complaints on Comcast Cable Company and 4 complaints on the City's Preferred Sanitation Provider (EPI) following the new contract allowing for increased yard waste & recycling charges. It also includes 7 Open Records Requests.

BUILDING DEPARTMENT

MONTHLY REPORT

	OCT 2003	NOV 2003	DEC 2003	JAN 2004	FEB 2004	MAR 2004	APR 2004	MAY 2004	JUN 2004	JUL 2004	AUG 2004	SEPT 2004	TOTAL YTD 2003	TOTAL YTD 2002
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DEVELOPMENT PERMITS:	31	31											62	46
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BUILDING PERMITS:														
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Single Family Residential	30	24											54	43
Multi-Family Residential	0	0											0	5
Misc.-Pools/fences/additions	73	46											119	117
Commercial/Industrial	16	7											23	28

TOTAL INSPECTIONS:	807	644											1,451	1,248
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CERTIFICATE OF OCCUPANCY:

Residential	22	12											34	24
Commercial	7	1											8	17
Multi-Family Residential	0	0											0	0

CODE ENFORCEMENT:

Sign Violations	270	194											464	225
Rehab	24	5											29	30
Notice of Violations	601	210											811	508
Citations	6	4											10	7
Stop Work Orders	26	6											32	19
Complaints From Citizens	34	9											43	27

PERMIT FEES COLLECTED:	66,548	42,691											109,239	99,346
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POPULATION:	35,282	35,307											35,307	34,440
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Based on 2,09 of completed occupan

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2004 MONTHLY REPORT**

Oct. 03 Nov. 03 Dec. 03 Jan. 04 Feb. 04 Mar. 04 Apr. 04 May. 04 Jun. 04 Jul. 04 Aug. 04 Sept. 04 2004 Y-T-D 2003 Y-T-D

Fire/Accident Calls													
Residential	3	1										4	5
Business/Industrial	3	2										5	1
Other	175	169										344	354
Total Engine Response	181	172										353	360
Dispatched Fire Calls	52	40										92	93
Response Time Fire	4:38	3:26										4:00	4:40
Rescue/EMS													
Trauma	45	22										67	146
Medical	38	36										74	154
Total # Patients	83	58										141	300
Patients Transported	37	23										60	151
Dispatched EMS Calls	135	134										269	268
Total Medic Response	83	58										141	300
Dispatched Fire/EMS Total	187	174										361	361
Response Time EMS	4:20	4:17										4:18	4:16
EMS BILLING													
Patients Billed	63	80										143	134
Revenue Generated	24,060	30,380										54,440	47,525
*Total Revenue Received	24,643	20,297										44,940	37,330

*Revenue Received on All Outstanding Accounts

Financial Services Monthly Report (Unaudited)

STATUS OF FUNDS AS OF NOVEMBER 30, 2003

Fund	Cash Balance	Investment	Total	Total Cash and Investments	YTD Interest
General Fund	\$101,500	\$5,920,672		\$6,022,172	\$11,573
Library Sales Tax Fund	\$11,735	\$0		\$11,735	\$0
Dare Fund	\$30	\$0		\$30	\$0
Hazmat Fund	\$3,551	\$0		\$3,551	\$0
Youth Council Fund	\$2,419	\$0		\$2,419	\$0
Hotel/Motel Tax Fund	\$102,710	\$0		\$102,710	\$0
Public Improvement Fund	\$4,321	\$1,396,605		\$1,400,926	\$1,934
Debt Service Fund	\$0	\$12,886		\$12,886	\$0
Municipal Court Fund	\$45,729	\$0		\$45,729	\$0
Develop & Impact Fees	\$440,650	\$25,918		\$466,568	\$163
Neighborhood Parks/Rec.	\$26,076	\$0		\$26,076	\$6
Governor's Greenspace	\$5,954	\$0		\$5,954	\$2
Federal Seizures Police	\$10,059	\$0		\$10,059	\$3
Police Tuition Account	\$2,350	\$0		\$2,350	\$0
Escrow Account	\$111,520	\$0		\$111,520	\$18
Grand Total	\$868,603	\$7,356,081		\$8,224,684	\$13,699

General Governmental Funds Budget Comparison
Revenues - By Major Category

Description	2004 Budget	Actual YTD	Difference	%
General Property Taxes	\$8,095,421	\$459,117	(\$7,636,304)	5.67%
Franchise Taxes	\$1,946,534	\$103,057	(\$1,843,477)	5.29%
Local Option Sales Tax	\$5,959,129	\$1,054,798	(\$4,904,331)	17.70%
Other Sales & Use Taxes	\$579,872	\$100,932	(\$478,940)	17.41%
Business Taxes	\$1,648,885	\$1,361,998	(\$286,887)	82.60%
Licenses & Permits	\$730,530	\$156,888	(\$573,642)	21.48%
Grants	\$253,398	\$34,644	(\$218,754)	13.67%
Charges for Services	\$889,323	\$102,098	(\$787,225)	11.48%
Fines & Forfeitures	\$746,025	\$115,673	(\$630,352)	15.51%
Investment Income	\$117,745	\$11,573	(\$106,172)	9.83%
Surplus Carryover	\$708,700	\$0	(\$708,700)	0.00%
Other Financing Sources	\$68,262	\$42,151	(\$26,111)	0.00%
Total General Fund	\$21,743,824	\$3,542,929	(18,200,895)	16.29%
Hotel/Motel Tax	\$849,514	\$169,426	(680,088)	19.94%
Total General & Hotel Funds	\$22,593,338	\$3,712,354	(18,880,984)	16.43%

Purchasing Monthly Report

For Fiscal Year	2004 TOTAL YTD	2003 TOTAL YTD	MTHTLY % INC/(DEC)
Purchase Requisitions Processed	N/A	N/A	N/A
City Store Requisitions Processed	N/A	2,158	N/A
Sealed Bids Requested >\$10,000	N/A	108	N/A
Requests for Proposals	N/A	25	N/A
Requests for Proposals Awarded	N/A	8	N/A
Written Quotes Requested - \$500 - \$5,000	N/A	4	N/A
Verbal Quotes Requested - \$500 - \$5,000	N/A	39	N/A
Total # Purchase Orders Issued	N/A	431	N/A
Total # of Bids Awarded	N/A	2,158	N/A
Contracts Required >\$10,000	N/A	26	N/A
# of Fixed Assets Purchased >\$5000	N/A	5	N/A
	N/A	49	N/A

Collateral Analysis as of October 31, 2003

Security Location	Bank	Total Held
Bank of New York	Wachovia	\$1,224,041
Bank of New York	Peachtree National	\$5,355,211
Federal Res Bk of Boston	South Trust	\$6,025,676
		\$12,604,928

General Governmental Funds Budget Comparison
Expenditures by Division YTD

Percentage into Budget Year	2004 Budget	Actual YTD	Difference	%
Administrative	\$1,476,082	\$218,245	\$1,257,837	14.79%
Developmental	\$1,263,499	\$175,642	\$1,087,857	13.90%
Finance	\$675,879	\$95,305	\$580,574	14.10%
Leisure Services	\$4,220,639	\$563,141	\$3,657,498	13.34%
Public Safety	\$8,083,156	\$1,142,959	\$6,940,197	14.14%
Public Works	\$4,265,579	\$512,863	\$3,752,716	12.02%
Council Contingency	\$36,763	\$4,820	\$31,943	0.00%
Non-Profit Organizations	\$25,000	\$0	\$25,000	0.00%
Grant Incentive Program	\$50,000	\$0	\$50,000	0.00%
Transfer to Amphitheater Fund	\$16,515	\$0	\$16,515	0.00%
Transfer to Tennis Ctr Fund	\$41,222	\$0	\$41,222	0.00%
Transfer to PIP	\$90,094	\$0	\$90,094	0.00%
Transfer to Debt Svc	\$1,750,768	\$156,575	\$1,594,193	8.94%
Liability Insurance	\$68,678	\$41,115	\$27,564	59.87%
Legal Services	\$50,000	\$8,237	\$41,763	16.47%
Gen'l Admin	\$154,950	\$0	\$154,950	0.00%
Reserve-Insurance	\$50,000	\$0	\$50,000	0.00%
Other	(\$575,000)	\$0	(\$575,000)	0.00%
Total General Fund	\$21,743,824	\$2,918,902	\$18,824,922	13.42%
Tfr to PCDA/PCAA	\$378,081	\$66,715	\$311,366	17.65%
Transfer to General Fund	\$65,461	\$0	\$65,461	0.00%
Transfer to Debt Svc	\$405,972	\$0	\$405,972	0.00%
Total General & Hotel/Motel Funds	\$22,593,338	\$2,985,618	\$19,607,720	13.21%

Summary of Major Expenditures by City Manager
Budget Award Svgs/Short Date

Description	Budget	Award	Svgs/Short	Date

 LEISURE SERVICES
Monthly Report

For the Month of November 2003

Library: Items to note: story/baby time participants increased from 704 this time last year to 1127 this year. Growth of children's programs has been limited by space, an issue that will be mitigated with the Library renovations and expansion. Internet usage is up from 3,071 to 4,677, and again is a service that is limited by space, particularly during high traffic times. This too will be addressed in the renovation plan.

Recreation

Leisure Programs:

Adult Athletics: There were five adult athletic programs active in November, with 1,137 participants, up from 814 last year. For the first time, we will be attempting to field a winter flag football league. There have been requests for this in the past, and athletic coordinator Jim O'Connell believes he can field 10 or 12 teams.

Classes & Programs: For the year we show programs and participants slightly up but revenues down (from \$9,841 to \$6,855). This is due to the loss this year and late last year of an instructor with a large following (dance) due to personal reasons. This was a significant revenue program, and revenues will slow until we replace it with similar programs, and as existing programs grow to fill the void. Trends should improve as we move into FY 2004.

Special Events: These numbers will become more significant as we begin reporting estimated participation in events such as Last Fling, Shakerag and Memorial Day, which we haven't in the past. Will need a full year history to show significance.

Sports and Facilities: Mowing of sports fields continues high (676 hours) as most youth sports wind down for the winter; field preparation (663 hours, up from 620) increases due to rain events during season ending games. Building maintenance (131 to 813 hours) increases as we begin to execute a list of winter maintenance projects. Continue steady with increased safety inspections (100 year-to-date each year), with special attention to playgrounds and other structures used by children.

CRIME REPORT -- NOVEMBER 2003

PART I CRIMES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD 2003	YTD 2002
MURDER	0	0	0	0	0	0	0	0	0	0	0		0	0
RAPE	0	0	0	1	0	0	0	2	0	1	0		4	3
ROBBERY	1	1	1	0	1	0	0	0	0	0	0		4	2
AGGRAVATED ASSAULT	0	0	0	1	1	1	2	1	1	2	1		10	12
ARSON	0	0	0	0	0	0	1	0	0	0	0		1	0
AUTO THEFT	3	3	4	6	12	16	10	3	8	4	3		72	44
THEFT	12	19	15	21	18	31	20	19	15	22	20		211	179
BURGLARY	1	0	1	1	0	5	4	3	2	0	0		17	34
TOTAL PART I CRIMES	17	23	21	30	32	53	37	28	26	29	24		319	274
ALCOHOL/DRUG ARRESTS														
DUI - TOTAL	19	10	15	11	19	19	20	12	18	14	17		174	192
DUI - ADULT	16	9	14	8	18	14	17	10	15	11	12		144	161
DUI - UNDERAGE	3	1	1	3	1	5	3	2	3	3	5		30	31
OTHER UNDERAGE ALCOHOL ARRESTS	4	3	8	4	24	18	7	7	9	9	4		96	99
DRUG ARRESTS	7	15	5	15	9	11	9	7	11	19	9		117	119
ARRESTS														
PROPERTY CRIMES	8	8	2	7	9	16	14	17	7	11	6		105	101
PERSON CRIMES	2	2	9	3	6	9	6	9	3	6	7		62	79
CITY ORDINANCES	28	27	40	35	63	70	34	35	34	41	34		441	465
*OTHER	98	89	98	95	73	123	86	71	60	74	78		945	929

ADMINISTRATIVE AVERAGE RESPONSE TIME	5.02	5.54	5.41	4.56	5.59	5.40	5.30	5.19	5.25	5.44	5.20	5.26	5.30
CALLS ANSWERED	6175	5346	5679	5683	5492	5331	5543	5202	5479	5951	5756	61,637	66,560
TRAFFIC CITATIONS ISSUED	552	454	505	490	438	403	492	559	520	706	727 +11	5846	6581
WARNINGS ISSUED	584	578	433	500	483	411	474	459	447	632	661	5662	5698
ACCIDENTS - TOTAL	85	70	99	105	124	82	91	94	111	107	96	1064	957

TOP 5 ACCIDENT LOCATIONS - MONTH	TOTAL #
1. HWY 54 / HWY 74	8
2. HWY 54 / PLANTERRA WAY	7
3. HWY 54 / PEACHTREE PARKWAY	5
4. HWY 54 / HUDDLESTON DR	5
5. HWY 74 / PASCHALL RD	4

TOP 5 ACCIDENT LOCATIONS - YEAR	TOTAL #
1. HWY 54 / HWY 74	71
2. HWY 54 / HUDDLESTON DR.	55
3. HWY 54 / PLANTERRA WAY	48
4. HWY 74 / CROSSTOWN DR	34
5. HWY 54 / COMMERCE DR	31

PUBLIC SERVICES MONTHLY REPORT

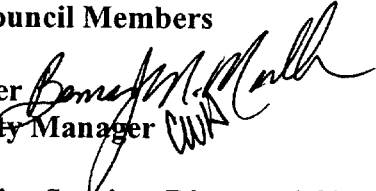
NOVEMBER 2003

		<u>NOVEMBER 2003</u>	<u>YEAR TO DATE FY2004</u>	<u>YEAR TO DATE FY2003</u>
Street Patching	(Hrs.)	98	824	254
Street Cracksealing	(Hrs.)	0	0	0
Drainage Maintenance	(Hrs.)	165	361	284
Street Sweeping	(Hrs.)	98	144	38
 Cart Path Paving	(Ft.)	0	8,859	4,675
Cart Path Litter Removal	(Hrs.)	83	151	98
Cart Path Drainage Maint.	(Hrs.)	233	248	331
 R.O.W. Mowing	(Hrs.)	0	390	957
R.O.W. Litter Removal	(Hrs.)	247	549	408
 Landscape Maintenance	(Hrs.)	605	1,161	1,349
Landscape Planting	(Hrs.)	67	134	60
Litter Removal	(Hrs.)	10	30	5
 Sub-Division Sign Maint.	(Hrs.)	57	126	139
Traffic Sign Maintenance	(Hrs.)	99	165	249
 Vandalism Repairs	(Hrs.)	0	229	316
Citizen Complaints Answered	(Num.)	31	60	70
 <u>RECYCLING SITE</u>				
Manhours	(Hrs.)	66	140	135
 <u>Participants</u>				
Recycling	(Num.)	274	553	790
Composting	(Num.)	981	2,205	2,453
Mulch Picked-Up	(Num.)	141	282	169

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager 

FROM: Administrative Services Director / City Clerk 

DATE: December 29, 2003

SUBJECT: Indemnification Agreement
January 5, 2004 Council Agenda

Recommendation:

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.

Budget Impact:

The budget impact is unknown. There will be no impact unless Council must defend one of those indemnified.

Attachment

**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 _____ day of January 2004.

Mayor

ATTEST: _____
Jane S. Miller, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager
Assistant City Manager

FROM: City Clerk

DATE: December 17, 2003

SUBJECT: Alcohol License – Change in License Representative – Eckerd #3458
January 5, 2003 Special Called Meeting

Recommendation:

Staff recommends Council consider the attached application for a change in License Representative.

Discussion:

Eckerd Drugs #3458, a retail drug store located at 101 City Circle, has submitted an application for a change in License Representative. Ms. Donna Elaine Delderfield has requested she be appointed as the License Representative. Ms. Delderfield will attend the meeting on Monday, January 5th, to answer any questions you may have.

Budgetary Impact:

The change in License Representative will have no impact on the budget.

JSM:pd

Attachments



**CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657**

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

[illegible]



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police, for the City of Peachtree City, do hereby certify that:

Donna Elaine Delderfield

Name

45 Vineyards Drive Newnan, GA 30265

Address

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

James V. Murray
Signature

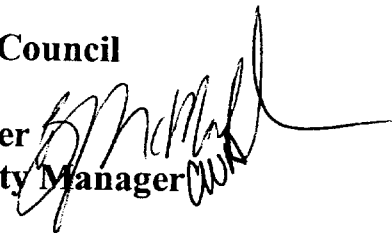
Dec. 15, 2003
Date

Mayor R. M. Dupin
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Assistant City Manager 

FROM: City Clerk 

DATE: December 17, 2003

SUBJECT: Alcohol License – Change in Licensee – Sequoia Golf, LLC, dba
Flat Creek Golf Club, Braelinn Golf Club, Planterra Ridge
Golf Club
January 5, 2003 Special Called Meeting

Recommendation:

Staff recommends Council consider the attached application for a change in License Representative.

Discussion:

Sequoia Golf, LLC (formerly Patten Seed Company), dba Flat Creek Golf Club, Braelinn Golf Club, and Planterra Ridge Golf Club, has submitted an application for a change in Licensee. Mr. Joseph L. Guerra has requested he be appointed as the Licensee. Mr. Guerra will attend the meeting on Monday, January 5th, to answer any questions you may have.

Budgetary Impact:

The change in Licensee will have no impact on the budget.

JSM:pd

Attachments



CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Sequoia Golf, LLC DBA Flat Creek Golf Club	Business Location: Flat Creek Road Peachtree City, GA 30269	Business Phone Number: 770-487-2402
Nature of Business: Golf & Country Club	Mailing Address: 924 Shaw Road Sharpsburg, GA 30277	Home Phone Number: 770-253-0475
Name of Licensee: Joe Guerra	Home Address: See below	Home Phone Number: 770-253-0475
Name of License Representative: Shirley Schreyer	Home Address: 205 Pinegate Rd Peachtree City, GA 30269	Home Phone Number: (770) 487-8593

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒	Malt Beverage	☐	Malt Beverage	☐	Malt Beverage
☒	Wine	☐	Wine	☐	Wine
☒	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
Joseph L. Guerra	80 Summerhill Place Newnan, GA 30263	(w) 770-253-0475 (b) 678-873-6315

Is any person who owns an interest in the license an employee of the City of Peachtree City? no



CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: Sequoia Golf, LLC DBA	Business Location: 500 Clubview Drive Peachtree City, GA 30269	Business Phone Number: 770-631-3100
Nature of Business: Braelinn Golf Club Golf & Country Club	Mailing Address: 924 Shaw Road Sharpsburg, GA 30277	Home Phone Number: 770-253-0475
Name of Licensee: Joe Guerra	Home Address: 80 Summerhill Place Newnan Peachtree City, GA 30269	Home Phone Number: 770-487-8593
Name of License Representative: Shirley Schreyer		

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒	Malt Beverage	☐	Malt Beverage	☐	Malt Beverage
☒	Wine	☐	Wine	☐	Wine
☒	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
Joseph L. Guerra	80 Summerhill Place Newnan, GA 30269	(b) 770-253-0475 (b) 678-673-6315

Is any person who owns an interest in the license an employee of the City of Peachtree City? no



CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: <u>Sequoia Golf Planterra Ridge LLC</u>	Business Location: <u>500 Clubhouse Drive Peachtree City, GA 30269</u>	<u>Planterra Ridge Golf Club</u>
Nature of Business: <u>Golf & Country Club</u>	Mailing Address: <u>500 Clubhouse Dr. Peachtree City, GA 30269</u>	Business Phone Number: <u>770-487-8141</u>
Name of Licensee: <u>Joe Guerra</u>	Home Address: <u>See below</u>	Home Phone Number: <u>770-253-0475</u>
Name of License Representative: <u>Raymond Wells</u>	Home Address: <u>127 Forest Ave Fayetteville, GA</u>	Home Phone Number: <u>(770) 461-0776</u>

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒	Malt Beverage	☐	Malt Beverage	☐	Malt Beverage
☒	Wine	☐	Wine	☐	Wine
☒	Distilled Spirits	☐	Distilled Spirits	☐	Distilled Spirits

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
<u>Joseph L. Guerra</u>	<u>80 Summerhill Place Newnan, GA 30263</u>	<u>(h) 770-253-0475</u> <u>(b) 678-873-6315</u>

Is any person who owns an interest in the license an employee of the City of Peachtree City? no

Flat Creek Club
Canongate I
Canongate-on-White Oak



Braelinn Golf Club
Chapel Hills Golf Club
Planterra Ridge Golf Club
Canongate on Mirror Lake

CANONGATE GOLF CLUBS

Joe Guerra
80 Summerhill Place
Newnan, GA 30263

Jim Roquemore
3086 Five Chop Road
Orangeburg, SC 29115

Drew Sawyer
200 State Street
Boston, MA 02109

Allen Bosworth
200 State Street
Boston, MA 02109

Ernest Jaquet
200 State Street
Boston, MA 02109



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police, for the City of Peachtree City, do hereby certify that:

Joseph L. Guerra
Name

80 Summerhill Place Newnan, GA 30263
Address

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

James V. Murray
Signature

Dec. 3, 2003
Date

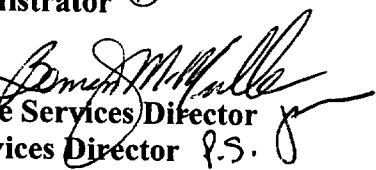
Majaw R. M. D. D.
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

FROM: System Administrator 

VIA: City Manager 
Administrative Services Director
Financial Services Director *P.S.*

DATE: December 23, 2003

SUBJECT: Approval of Worker's Compensation Coverage for Volunteer Positions for
GPS Field Work
January 5, 2004 Council Meeting

Recommendation:

Staff recommends that City Council approve the addition of four volunteer positions to the City's Worker's Compensation program to assist the Information Technology Department in GPS field work for the City's Geographic Information System (GIS).

Discussion:

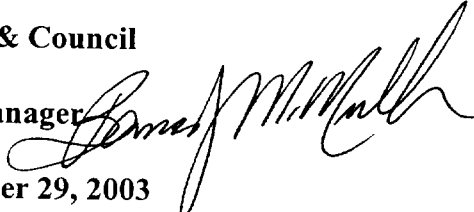
The Information Technology Department is coordinating data collection of selected City infrastructure elements for addition to the GIS mapping systems. As a part of this process, volunteers will be recruited to assist the City in using precision GPS units to collect spatial data. The volunteers will be working in the field and may be exposed to potential hazards that would fall under Worker's Compensation. The City wishes to cover the volunteers and protect the City from damages should an injury occur. The city's insurer advises that Council must approve these positions to be added to Worker's Compensation.

Budget Impact:

The potential budget impact is contingent on any injuries sustained by the volunteers and would be equivalent to a Worker's Compensation claim from a regular City employee.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council
FROM: City Manager 
DATE: December 29, 2003
SUBJECT: APPOINTMENT TO THE RECREATION COMMISSION

The Selection Committee, composed of Mayor Steve Brown, Council Member Dan Tennant, and myself considered seven applicants for the vacancy on the Recreation Commission.

It is the recommendation of the Committee that Mr. David Ring be reappointed to serve a term from 01/01/04 to 12/31/06. We further recommend that Ms. Cynthia Plunkett be appointed to serve as an alternate to fill any vacancy that may occur.

Copies of applications for those recommended are attached for your review.

BJM/gr

Attachments

**RECREATION COMMISSION
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the **Recreation Commission**.

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 Commission is comprised of five members appointed to three-year terms. Meetings are held on the third Monday of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. The Commission 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 Gloria Reid, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, NOVEMBER 7, 2003**. The City will contact you within two weeks of the application closing date.

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

NAME:

Cynthia Harper Plunkett

ADDRESS:

855 Carnellian Lane

Peachtree City GA 30269

TELEPHONE (Day Time)

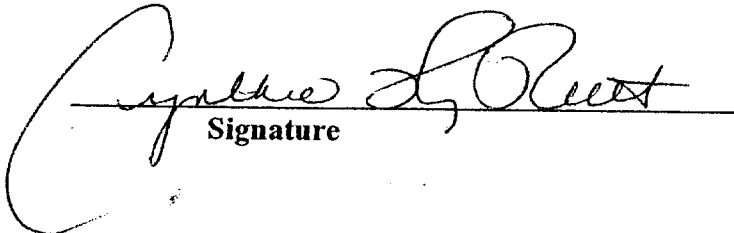
770 487-8608

(Evening)

Same

(Email)

harpplunk@aol.com


Signature

11/6/03
Date

1. How long have you been a resident of Peachtree City?
12 1/2 years
2. Why are you interested in serving on the Recreation Commission?
Peachtree City is undergoing lots of changes related to growth. With 3 young children I want make a contribution.
3. What qualifications and experience do you possess that would benefit the Recreation Commission?
- attorney
- business owner
- manager
4. List major jobs you have held during your working career to include name of company and position.
Owner/manager Peachtree Education Station
manager Specialty Shoe corporation
attorney Powell, Jones & Reid
Prosecutor Alachua County Office
Mother Michael, Meghan & Mallory
5. Do you have any past experience relating to recreation? If so, describe.
As a family we are involved or have been involved in soccer, baseball, basketball, dance and tennis. I have captained a tennis team run out of Glenlock
6. Have you attended any Recreation Commission meetings in the past year and, if so, how many?
n/a
7. Would there be any possible conflict of interest between your employment and you serving on the Recreation Commission?
none known
8. Describe your current community involvement.
- Teacher "Sunday" school
- Chairman of Silent Auction past 3 years Kedron Elementary / Crabapple Elementary

**RECREATION COMMISSION
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the **Recreation Commission**. 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.

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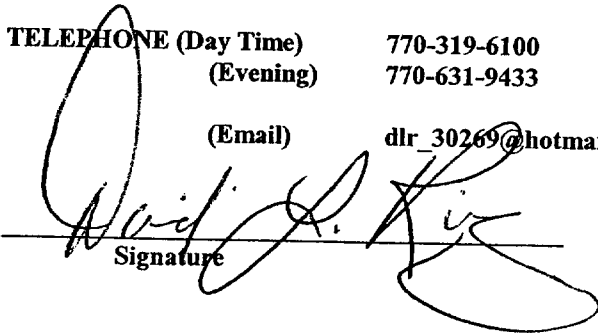
NAME: **David Ring**

ADDRESS: **325 Larkspur Turn Peachtree City, GA 30269**

TELEPHONE (Day Time) **770-319-6100**

(Evening) **770-631-9433**

(Email) **dlr_30269@hotmail.com**


Signature

19 October 2003
Date

1. How long have you been a resident of Peachtree City? **10 years.**
2. Why are you interested in serving on the Recreation Commission? **I have a personal interest in assisting the PTC Recreation Commission and City Council in upgrading park facilities and programs in anticipation of the city's 50th anniversary.**
3. What qualifications and experience do you possess that would benefit the Recreation Commission?
 - a. **BS degree in Recreation and Parks Administration.**
 - b. **8+ years as Assistant Director of Parks and Recreation.**
 - c. **State Athletic Chairman – Minnesota Recreation & Parks Association**
 - d. **State Chairman – Minnesota Wrestling Federation**

4. List major jobs you have held during your working career to include name of company and position.
- a. Assistant Recreation & Parks Director, Faribault MN
 - b. Operations Officer, 302nd Maintenance Battalion, Ft Snelling, MN
 - c. School Commandant, Regional Training Site – Maintenance, Ft Indiantown Gap, PA
 - d. Schools Officer, 2nd U.S. Army, Atlanta, GA
 - e. Readiness Officer, U.S. Army Reserve Command, Atlanta, GA
 - f. Training Director, U.S. Army Reserve Command, Atlanta, GA
 - g. Business Consultant, American Management Systems, Inc., Smyrna, GA

5. Do you have any past experience relating to recreation? If so, describe.
Served 3 years on PTC Recreation Commission. Served 2 years on Iona, PA Recreation Commission. Served 8+ years as Assistant Park & Recreation Director, in Faribault, Mn. Served on Minnesota Recreation & Park Association State Athletic Committee (1 year chairman). Served on Minnesota State Wrestling Association Board of Directors 10 years (2 years as Vice President & President. Served 4 years as Big Brothers/Big Sisters Coordinator for Rice County, MN. Served on Faribault Minnesota Youth Coordinating Council.

6. Have you attended any Recreation Commission meetings in the past year and, if so, how many? I have attended 10 Recreation Commission meetings in the past 12 months.

7. Would there be any possible conflict of interest between your employment and you serving on the Recreation Commission? No.

8. Describe your current community involvement. Current Chairman of the PTC Recreation Commission. VP-Operations PTC Little League. Volunteer Booth Middle School Band Boosters. Volunteer PTC Road Race.

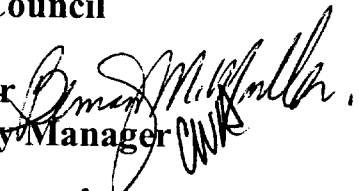
DAVID L. RING
325 Larkspur Turn
Peachtree City, Georgia 30269
(770) 631-9433

OBJECTIVE	Seeking second term on the Peachtree City Recreation Commission	
HIGHLIGHTS	Current member of PTC Recreation Commission	
EXPERIENCE		
December 2000 to Present	American Management Systems Inc. <i>Consultant</i>	Smyrna, GA
	• Assist Senior Army Reserve leadership in developing readiness strategies • Operations manager for software development	
June 1975 to November 1999	United States Army Reserve <i>Commissioned Officer</i>	Multiple Locations
	• Served as Army Vocational School Director for students in a seven states area • Planned and coordinated training courses and workshops • Developed marketing plan for Army Reserve Vocational School • Conducted recruitment for fulltime and part-time instructors • Held five progressive leadership & supervisory positions • Delivered oral presentations to small and large groups • Provided consulting services to 15 Chief Executive Officers in the Army Reserve • Performed analytical work in Army Reserve "Think Tank" • Identified functional users requirements and prepared business rules for software development • Managed budgets in excess of \$1,000,000 • Supervised nationally recognized Army Reserve food service operation	
1972 - 1980	City of Faribault & School District #656	Faribault, Minnesota
Education	Mankato State College <i>Bachelor of Science, Recreation & Park Administration</i>	Mankato, Minnesota
	• Senior Leadership Service School • Budget Managers Course • Microsoft Office Suite Course • FoxPro Programmers and MapInfo Users Course	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager 
Assistant City Manager 

FROM: City Clerk 

DATE: December 10, 2003

SUBJECT: Alcohol License – NEW – Gumba's Rotisserie Café
December 18, 2003 Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcoholic beverage license.

Discussion:

Gumba's Rotisserie Café, 290 Highway 74 North, has submitted an application for a new alcoholic beverage license. Mr. John D. Manzo has requested he be appointed as the Licensee and as the License Representative. Mr. Manzo will attend the meeting on Thursday, December 18th, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for a pouring license for beer and wine of \$1,050 and \$300 for Sunday Sales.

JSM:pd

Attachments



CITY OF PEACHTREE CITY
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
(770) 487-7657

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Business Name: CAFE GUMBASKOTISSERIE	Business Location: P.T.C GA. 30269 290 HWY 74N	
Nature of Business: FAMILY RESTAURANT	Mailing Address: SAME	Business Phone Number: 770 487 8828
Name of Licensee: JOHN D. MANZO	Home Address: SENOIA 725 LAUSHER RD GA. 30276	Home Phone Number: 770 599 1630
Name of License Representative: SAME	Home Address: SAME	Home Phone Number: SAME

Please indicate type of licenses applying for:

Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer	
☒ Malt Beverage		☐ Malt Beverage		☐ Malt Beverage	
☒ Wine		☐ Wine		☐ Wine	
☐ Distilled Spirits		☐ Distilled Spirits		☐ Distilled Spirits	

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
MARTHA MANZO (WIFE) V.P.	SAME AS ABOVE	770 599 1630

Is any person who owns an interest in the license an employee of the City of Peachtree City? **No**



Peachtree City

Georgia

State of Georgia

City of Peachtree City:

I, James V. Murray, Chief of Police, for the City of Peachtree City, do hereby certify that:

John D. Manzo
Name

725 Lawshe Road Senoia, GA 30276
Address

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

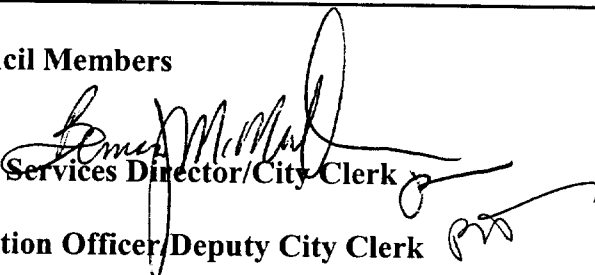
James V. Murray
Signature
Nov. 25, 2003
Date

R. M. L. L. L.
Witness
J. V. M.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager
Administrative Services Director/City Clerk 

FROM: Public Information Officer/Deputy City Clerk 

DATE: December 30, 2003

SUBJECT: George Anderson - Request to Address Council Regarding Council Member Weed and City Policy Regarding Payment of Dues
January 5, 2004, City Council Agenda

Recommendation:

Staff recommends that Council hear Mr. Anderson's comments.

Discussion:

Mr. George Anderson of the Ethics in Government Group (18 Twickenham Road, Rome, GA 30161, 706-290-4499) has requested to address the Mayor and Council Members at a regular meeting. His initial request was to be placed on the public participation portion of the agenda. I informed Mr. Anderson that our meetings were not conducted in that manner, but that our code provides for the following:

Sec. 2-33 (d) *Agenda item request.* Any person may request to have an item placed on the agenda, by filing such request in writing with the city clerk prior to 5:00 p.m. on the Friday preceding the council meeting. Such item may not be placed on the agenda if council has already decided the issue within 180 days.

In his subsequent written request, Mr. Anderson said his request was "to speak on the subject of Murray Weed & what the City of Peachtree City's policy is regarding what dues is (sic) allowed to be paid by the City."

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager



DATE: December 29, 2003

SUBJECT: LEASE BETWEEN THE PEACHTREE CITY TOURISM ASSOCIATION, INC., AND THE CITY OF PEACHTREE CITY
January 5, 2004, City Council Meeting

Recommendation:

Staff recommends that Council approve the lease between the Peachtree City Tourism Association, Inc., and the City of Peachtree City for operation of the Frederick W. Brown, Jr., Amphitheater and the Peachtree City Tennis Center effective January 19, 2004. Additionally, staff recommends that the termination of temporary employment for Tennis Center and Amphitheater employees be changed to January 18, 2004.

Discussion:

The by-laws of the Peachtree City Tourism Association, Inc., required that the Association contract with the City for operations of the Amphitheater and Tennis Center. The initial term of this lease is from January 19, 2004, through September 30, 2004, and would automatically be renewed on an annual basis for five additional years unless the lessor provides a 90-day written notice. This lease is currently being reviewed by staff and the Association Board of Directors and will be approved by the Board at their meeting on December 30, 2003.

The recommendation approved by Council on November 30, 2003, which authorized the hiring of existing Tennis Center and Amphitheater staff for seven (7) weeks, incorrectly showed the termination date as January 17, 2004. The end of the seven-week period is January 18, 2004.

Budget Impact:

This lease requires the Tourism Association to pay the City \$10.00 in rent due at the commencement of the lease. Additionally, the Tourism Association will reimburse the City for financial management, technical and general administrative support.

BJM:gr

**STATE OF GEORGIA
COUNTY OF FAYETTE**

LEASE AGREEMENT

THIS LEASE, executed on the dates shown next to the parties' signatures, by and between City of Peachtree City, first party (hereinafter called "Lessor") and Peachtree City Tourism Association, Inc., second party (hereinafter called "Lessee"); "Lessor" as used in this Lease shall include first party, its heirs, representatives, assigns and successors in title to premises. "Lessee" shall include second party, its heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Lessee's assignees or sub-lessees, as to premises covered by such assignments or sub-lease. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership, LLC or individual, as may fit the particular parties.

For and in consideration of the mutual obligations contained herein and ten dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

**1.
PREMISES**

1.1 Lessor does hereby rent and lease to the Lessee property and facilities thereon designated as the Frederick W. Brown, Jr. Amphitheater and Peachtree City Tennis Center (hereinafter referred to collectively as "Premises").

1.2 Lessee accepts Premises in their present condition and are suited for use intended by Lessee. Lessor shall not be required to make any alterations or improvements to the Premises.

1.3 Lessee shall manage and operate the Premises in accordance with the By-Laws approved by the Lessor and Lessee, or as subsequently amended.

**2.
TERM/RENEWAL TERMS**

2.1 The Initial Term of this Lease shall begin on the 19th day of January (the "Commencement Date") and end on the 30th day of September, 2004 (the "Initial Term"). Each Renewal Term shall be for one (1) year [twelve (12) consecutive months] beginning on October 1 and ending September 30. The first installation of rent shall be due and payable on the Commencement Date.

2.2 Pursuant to O.C.G.A. §36-60-13(a)(2), the term of this Lease shall automatically renew for five (5) additional one-year terms (the Renewal Term(s)), annually, unless notice of non-renewal is sent to the Lessee from the Lessor, as appropriate. Notices of non-renewal shall be sent no later than ninety (90) days prior to the end of the term (initial or renewal term).

3. FUNDING

3.1 The Lessor shall pay to the Lessee that portion of the Hotel/Motel Tax authorized by Georgia Law and other funding authorized within the Lessor's approved budget specifically for the Lessee. Said funds shall be utilized by Lessee for the operation and maintenance of the premises and to promote tourism within the City of Peachtree City, Georgia.

3.2 Any user fees generated from the Premises shall be retained by Lessee and shall only be utilized by Lessee to operate and maintain the Premises and to promote tourism within the City of Peachtree City, Georgia.

3.3 Lessor shall provide financial management, technical and general administrative support to the Lessee in exchange for an annual payment from Lessee to Lessor in the amount of Ten Thousand Dollars (\$10,000.00).

4. USES OF PREMISES

4.1 Premises shall be used for outdoor musical and theatrical productions, and tennis and recreational services, as well as all other purposes that Lessor approves in writing. Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance, or increase the rate of insurance, on premises. The Lessee will comply with all rules and regulations of the building published from time to time by the Lessor.

4.2 Lessee may grant licenses to third parties for temporary use of the Premises and facilities located thereon only for the purpose above-stated, and provided such parties are "responsible third parties". The term "responsible third parties" shall mean parties who: a) comply with all rules and regulations of state and local governing authorities; b) supply a certificate of insurance in accordance with the rules and regulations established for the operation of the Premises; and c) agree in writing to abide by the rules and regulations established for the operation of the Premises.

4.3 Lessee shall maintain and repair the premises, in accordance with Section 6 hereof, in the same condition as the Premises and facilities thereon are presently in.

4.4 Prior to authorizing third party use of the Premises, Lessee will develop, and Lessor shall approve, policies for the use and care of the Premises, including bond and insurance requirements.

5.
CARE OF PREMISES

Lessee shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall in the use and occupancy of the Premises, conform to all lawful orders, regulations, ordinances, and laws issued by any duly constituted governmental body or agency that governs the premises.

6.
REPAIRS/MAINTENANCE/IMPROVEMENTS

6.1 Lessee shall make all necessary repairs to the exterior, building structure, heating, air conditioning, plumbing (excluding damage by substances deposited in plumbing by someone other than Lessee, its employees or agents), the building's parking areas, the building's landscaping, exterior roof, and electrical system. Lessee shall be liable for and shall indemnify and hold Lessor harmless with respect to damage or injury to the leased Premises, or the person or property of the Lessee, or the person or property of Lessees other sub-lessees or anyone in its control or hire. Lessor shall not be responsible to Lessee for any loss of property from the Premises hereby leased, however occurring or for any damages therefore, except if caused by Lessor's sole negligence or willful misconduct.

6.2 Lessee shall cause the exterior building structure and common exterior areas to be cleaned and generally cared for; will furnish electricity for lighting the exterior of building. Lessor shall not be liable for any damages directly or indirectly resulting from the installation, use, or interruption of use of any equipment in connection with the furnishing of services referred to in this paragraph, and in particular any interruption in services by any cause beyond the immediate and direct control of Lessor.

6.3 Lessee shall not install any capital improvements, as hereafter defined, without the written permission of the Lessor. All capital improvements installed by the Lessee shall be fixtures and appertain to the Premises. Title to all fixtures, including fixtures installed by Lessee, shall be held by Lessor. As used herein, "capital improvements" means any fixture installed on the Premises that costs Lessee five thousand dollars (\$5,000.00) or more and has a useful life of at least three (3) years.

7.
INSURANCE

7.1 Lessee shall carry extended insurance insuring Lessee's interest in its improvements and betterments to the Premises, all partitions, fixtures, additions, and other property placed in or about the Premises by Lessee, and any and all furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained therein. Lessee agrees to carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$3,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall; (i) name Lessor as an additional insured(s); and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VI" or better (or otherwise approved by Lessor, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to Lessor. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to Lessor by Lessee at least annually or upon request by Lessor.

7.2 Lessor may carry insurance to cover property damage for the full insurable value of the premises and liability insurance including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$3,000,000.00 per occurrence in the aggregate in which case Lessee shall pay its proportionate share of premiums.

8.
LESSOR ACCESS

Lessor and/or its agents may enter the Premises to exhibit same to prospective purchasers or tenants; to inspect Premises to see that Lessee is complying with all his obligations hereunder; and to make repairs required of Lessor under the terms hereof or repairs or modification to any adjoining space.

9.
DEFAULT/REMEDIES

9.1 The following shall be events of default of this Lease:

9.1.1 Any petition is filed by or against Lessee under any section or chapter of the United States Bankruptcy Act as amended; provided that if an involuntary petition in bankruptcy is filed against Lessee, Lessee shall have thirty (30) days within which to have the petition dismissed.

- 9.1.2 Lessee shall become insolvent or make a transfer in fraud of creditors;
- 9.1.3 Lessee shall make an assignment for benefit of creditors;
- 9.1.4 A permanent receiver is appointed for a substantial part of the assets of Lessee;
- 9.1.5 The leasehold interest is levied on under execution;
- 9.1.6 The Lessee shall fail to comply with any material term, provision, condition, or covenant of this Lease (excluding 9.1.1 through 9.1.5 above), or comply with any of Lessor's Rules and Regulations now or later established for the government of this building, and shall not cure such failure within ten (10) days after written notice to the Lessee of such failure to comply;

9.2 In any such event, Lessor shall have the option to (in addition to and not in limitation of any other remedy permitted by law or by this Lease) terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, but if Lessee shall fail to surrender the Premises, Lessor may, without further notice and without prejudice to any other remedy Lessor may have to repossession or arrearages in rent or damages for breach of contract, enter upon the Premises and expel or remove Lessee and its effects, by force if necessary, without being liable to prosecution or any claim for damages therefore; and Lessee agrees to indemnify Lessor for all loss and damage which Lessor may suffer by reason of such Lease termination, whether through inability to relet the Premises for the remainder of the Lessee's term, or through decrease in rent for remainder of Lessee's term, cost of reletting the Premises including improvements to the Premises. Lessor's right to collect from Lessee all amounts owed pursuant to this Lease, including amounts accrued prior to termination and all future post-termination rents, taxes and penalties owing Lessor pursuant to this Lease shall survive the termination of the Lease by Lessor pursuant to this Paragraph.

9.3 If Lessee remains in possession of the Premises after the termination or expiration of this Lease and without the execution of a new Lease, Lessee shall be deemed to be occupying the Premises as a tenant at sufferance and shall be subject to all the covenants and provisions of this Lease insofar as the same are applicable to a lessee at sufferance and in no event shall there be any renewal of this Lease by operation of law.

9.4 At termination of this Lease, Lessee shall surrender Premises and keys thereof of Lessor in same condition as at commencement of term, reasonable natural wear and tear only expected.

10.

ASSIGNMENT/SUBLEASE

Lessee shall not, without the Lessor's prior written consent: (i) mortgage, pledge, encumber, assign, convey, or transfer (whether voluntarily, by operation of law, or otherwise) all or any interest in this Lease of the Premises; (ii) allow any lien to attach to Lessee's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises of any part thereof by any one other than Lessee except for purposes stated herein; (iv) sub-lease any part or all of the Premises or assign this Lease Agreement; or (v) any attempt to consummate any of the foregoing without the Lessor's prior written consent shall be void.

11.

INDEMNIFICATION

Lessee and Lessor agree to indemnify and shall hold the other harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, sub-lessees, or assignees, including attorney's fees and costs of litigation. The provisions of this Lease with respect to any claims or liability occurring or cause prior to any expiration or termination of this Lease shall survive such expiration or termination.

12.

ENVIRONMENTAL INDEMNITY

Lessee shall conduct its business within the Premises and on the Land in compliance with all applicable federal, state, or local laws and regulations related to pollution control, hazardous or toxic waste, substances, and other environmental and ecological matters, including, but not limited to the Federal Water Pollution Control Act (33 U.S.C. §1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), Safe Drinking Water Act (42 U.S.C. §300f, et seq.), Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Clean Air Act (42 U.S.C. §300f, et seq.), Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. §9601, et seq.), and other comparable state laws, as well as the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20, et seq.) and the Georgia Rules for Solid Waste Management (particularly Chapter 39-3-4 and Rule 391-3-4-.15 pertaining to biomedical waste). Lessee agrees to indemnify and hold Lessor harmless from and against all causes, claims, demands, losses, liabilities, costs, and expenses (including, without limitation, attorney's fees) incurred, directly or indirectly, by Lessor as a result of or in connection with Lessee's failure to comply with any of the foregoing provisions.

13.
LITIGATION COSTS

If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement because of a default, misrepresentation, or any other dispute in connection with any provision of this Agreement or the Property, the successful or prevailing party shall be entitled to recover all fees, including attorney's fees, and other costs incurred in such action or proceeding, in addition to any other relief to which it may be entitled.

14.
ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

15.
WAIVER

No failure of Lessor to exercise any power given Lessor, hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

16.
TIME ESSENCE

Time is of the essence of this Lease Agreement.

17.
NO ESTATE

This contract shall create the relationship of landlord and tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy or sale.

18.
SUBORDINATION

Lessee agrees that this Lease shall be subject and subordinate to any bond indenture, loan deed or loan now on said Premises and all future loan or loan deed on said Premises and to all advances made, or which may be hereafter made, on account of said loan deeds or encumbrances to the full extent of all debts and charges secured thereby and to any renewals or extensions of all or any part and to any loan deeds which any owner of said Premises may hereafter at any time elect to place on said Premises, and Lessee agrees upon request to hereafter execute any paper or papers which the counsel for Lessor may deem necessary to accomplish that end and, in default of Lessee so doing, that Lessor is hereby empowered to execute such paper or papers in the name of Lessee, and as the act and deed of Lessee, and this authority is hereby declared to be coupled with an interest and not revocable, and it is further expressly agreed that Lessor shall not be liable to Lessee for breach of covenant or quiet enjoyment by reason of the foreclosure and/or sale of the demised Premises under any loan deed or mortgage now or hereafter affecting the demised Premises.

19.
UTILITIES

19.1 Lessee shall be responsible for all other utilities consumed by Lessee, and proper and lawful waste disposal. The Lessor shall not be responsible for interruption of utility services.

20.
NOTICES

Whenever notice is required under the terms of this Lease, such notice shall be deemed given three (3) days from the mailing of said notice via U.S. Certified or Registered Mail, Return Receipt Requested, unless sooner received, addressed to the following:

If to Lessor:
City of Peachtree City
c/o City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

If to Lessee:
Peachtree City Tourism Association, Inc.
c/o Registered Agent
151 Willowbend Road
Peachtree City, Georgia 30269

IN WITNESS WHEREOF, the parties herein hereunto set their hands and seals the day and year written below.

THIS AGREEMENT EXECUTED IN COUNTERPARTS ON THE DATE BELOW EACH PARTY'S NAME BELOW, AND THE PARTIES HEREBY AFFIX THEIR NAMES, SIGNATURES, AND SEALS, WITH THE FULL INTENT TO BE BOUND HEREBY.

LESSOR:

City of Peachtree City

By: _____

Title: _____

Date: _____

LESSEE:

Peachtree City Tourism Association,
Inc.

By: _____

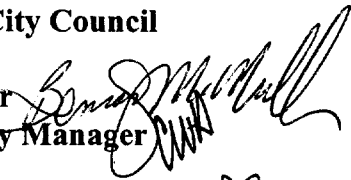
Title: _____

Date: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Assistant City Manager 

FROM: Financial Services Director P.S.

DATE: December 29, 2003

SUBJECT: Peachtree City Tourism Association FY 2004 Budget
January 5, 2004 City Council Meeting

Recommendation:

Approve the attached Peachtree City Tourism Association, Inc. FY 2004 budget, which is for the time period January 19 through September 30, 2004.

Discussion:

Council has been presented with a contract for the Peachtree City Tourism Association, Inc. (PCTA) to operate and maintain the Peachtree City Tennis Center and the Frederick Brown Amphitheater. In anticipation of this contract being approved, effective January 19, 2004, the Tourism Association has prepared and approved a budget for FY 2004 accordingly. Future years budgets will coincide with the City's fiscal year of October 1 through September 30.

In addition to maintaining separate funds/budgets for the two facilities, the PCTA budget also includes a General Fund that includes appropriations for both general administration expenses, as well as various Tourism related expenses. It also includes approximately \$50K for legal and consulting services associated with setting up the PCTA. The total PCTA budget, for the time frame stated above, totals \$2,473,780. A brief Powerpoint presentation of the budget will be given at the Council Meeting.

Budgetary Impact:

The PCTA budget includes up to \$100K for short-term (1-year) working capital notes that the City may occasionally fund from cash reserves. Such 'cash flow' notes will represent a liability of the PCTA, and an asset (accounts receivable) to the City. The PCTA is working on drafting budgetary policies that will include a cash reserve policy that should eliminate the necessity for such short-term borrowings in future years.

**PEACHTREE CITY TOURISM ASSOCIATION
PROPOSED BUDGET
FISCAL YEAR 2004 ***

	Tourism General Fund	Tourism Tennis Center	Tourism Amphitheater	Tourism Total
Revenue:				
Tennis Center	\$ -	\$ 636,015	\$ -	\$ 636,015
Amphitheater	-	-	-	1,379,972
Cash Advance (Short-Term Note from PTC)	100,000	-	1,379,972	100,000
Transfer from City Hotel/Motel Tax Fund (Tourism General Fund)	409,175	-	-	409,175
Transfer from City Hotel/Motel Tax Fund (Tennis Center)	-	-	-	-
Transfer from City Hotel/Motel Tax Fund (Amphitheater)	-	-	-	-
	<u>\$ 509,175</u>	<u>\$ 636,015</u>	<u>\$ 1,379,972</u>	<u>\$ 2,525,162</u>
Expenditures:				
Tennis Center	\$ -	\$ 622,178	\$ -	\$ 622,178
Amphitheater	-	-	1,342,427	1,342,427
General Administration				
Auditing Services	15,000	-	-	15,000
Insurance	15,000	-	-	15,000
Legal Services	15,000	-	-	15,000
City Staff	10,000	-	-	10,000
Repay Short-Term Note (PTC)	100,000	-	-	100,000
	<u>354,175</u>	<u>-</u>	<u>-</u>	<u>354,175</u>
*** Tourism Events (formerly sponsored by PTC) (see attached detail)	<u>\$ 509,175</u>	<u>\$ 622,178</u>	<u>\$ 1,342,427</u>	<u>\$ 2,473,780</u>
	\$ (0)	\$ 13,837	\$ 37,545	\$ 51,382 **

* The budget for the Tourism Association is for the period of January 19, 2004 through September 30, 2004.

** This income may be used to cover the cost of General Administration expenses until 501(c)(6) status is attained.
(When 501(c)(6) status is attained, propose that funds be used to repay Council Contingency, and for future capital needs)

*** The Tourism Association will not pay for any of the expenses of these activities until 501(c)(6) status is attained.
(They will remain in the City's General Fund until then)

PEACHTREE CITY TOURISM ASSOCIATION
GENERAL FUND BUDGET
FISCAL YEAR BEGINNING DECEMBER 1, 2003
ENDING SEPTEMBER 30, 2004

Revenue:

Short-Term Working Capital Cash Advance (PTC)	\$100,000	
Operating Transfer from Component Unit (City of Peachtree City Hotel/Motel Tax Fund)	<u>\$409,175</u>	<u>\$509,175</u>

Expenditures:

Auditing Services	\$15,000	
Insurance	\$15,000	
Legal Services	\$15,000	
Administrative Services (City Staff)	<u>\$10,000</u>	\$55,000

Other Uses:

Payment to PTC General Fund (Tourism Events)	\$354,175	*
Repayment of Short-Term Note (PTC)	<u>\$100,000</u>	
	<u>\$509,175</u>	

* Tourism Events:

Cart Path System Maintenance	\$96,200
Police Support- Tourism Events	\$43,368
Fire Support- Tourism Events	\$43,369
Public Works Support- Tourism Events	\$43,369
Recreation Support- Tourism Events	\$43,369
Fourth of July contracts	\$29,500
Research & Development (new programs)	\$5,000
Legal Expenses- set up Tourism Assn.	<u>\$50,000</u>
	<u>\$354,175</u>

Peachtree City Tennis Center

January 19, 2004 to September 30, 2004

Revenues	FM04	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
Lessons											
Private	\$97,362	\$4,713	\$10,665	\$12,548	\$12,591	\$11,163	\$12,042	\$12,014	\$10,363	\$11,263	\$97,362
AC Select	\$11,780	\$320	\$980	\$1,303	\$1,525	\$1,593	\$1,285	\$1,489	\$1,340	\$1,945	\$11,780
Group	\$39,945	\$1,314	\$3,550	\$5,799	\$3,601	\$4,776	\$3,341	\$2,977	\$6,336	\$8,251	\$39,945
AC 1	\$47,445	\$2,249	\$6,352	\$6,722	\$5,695	\$4,866	\$5,020	\$4,720	\$5,925	\$5,896	\$47,445
AC 2	\$11,037	\$399	\$1,402	\$1,573	\$1,599	\$762	\$1,067	\$938	\$1,501	\$1,796	\$11,037
Academy HP	\$51,503	\$3,103	\$7,400	\$7,400	\$7,400	\$7,400	\$7,400	\$5,400	\$0	\$6,000	\$51,503
Jr. Camp	\$27,000	\$0	\$0	\$0	\$2,522	\$5,065	\$13,971	\$5,442	\$0	\$0	\$27,000
Adult Camp	\$1,269	\$0	\$0	\$0	\$692	\$577	\$0	\$0	\$0	\$0	\$1,269
HS Excell	\$12,969	\$671	\$1,435	\$1,660	\$1,817	\$1,860	\$1,394	\$958	\$1,786	\$1,388	\$12,969
ALTA	\$62,171	\$822	\$19,442	\$8,936	\$3,003	\$0	\$437	\$2,521	\$15,831	\$11,179	\$62,171
USTA	\$11,343	\$1,859	\$61	\$0	\$0	\$446	\$6,714	\$2,352	-\$89	\$0	\$11,343
Jr. USTA	\$9,214	\$0	\$3,995	\$1,868	\$0	\$409	\$0	\$0	\$72	\$2,870	\$9,214
total team	\$82,728	\$2,681	\$23,498	\$10,804	\$3,003	\$855	\$7,151	\$4,873	\$15,814	\$14,049	\$82,728
TOTAL	\$383,038	\$19,250	\$57,227	\$27,408	\$10,445	\$3,888	\$27,666	\$23,282	\$43,085	\$30,688	\$383,038
Court Fees											
RR	\$3,450	\$58	\$418	\$385	\$246	\$435	\$329	\$560	\$527	\$492	\$3,450
Jr. USA	\$2,300	\$0	\$0	\$0	\$1,892	\$0	\$0	\$0	\$120	\$288	\$2,300
Hourly Fees	\$5,898	\$174	\$372	\$640	\$550	\$686	\$920	\$1,062	\$730	\$764	\$5,898
Covered	\$12,345	\$513	\$1,919	\$1,957	\$2,304	\$1,102	\$2,152	\$983	\$364	\$1,051	\$12,345
Facility Fees											
ALTA	\$22,301	\$4,582	\$2,048	\$1,043	\$1,841	-\$50	\$1,108	\$7,849	\$1,990	\$1,890	\$22,301
USTA	\$5,046	\$133	\$431	\$597	\$458	\$1,606	\$1,239	\$110	\$0	\$472	\$5,046
Other leagues	\$1,874	\$170	\$926	\$147	\$0	\$3	-\$40	\$390	\$334	-\$56	\$1,874
total	\$29,221	\$4,885	\$3,405	\$1,787	\$2,299	\$1,559	\$2,307	\$8,349	\$2,324	\$2,306	\$29,221
TOTAL	\$38,221	\$5,000	\$7,227	\$2,789	\$7,227	\$3,112	\$6,300	\$10,927	\$4,085	\$2,301	\$38,221
Tournaments											
Pro Tourn.	\$65,949	\$881	\$4,600	\$3,568	\$4,100	\$32,500	\$6,000	\$5,500	\$4,100	\$4,700	\$65,949
Membership	\$113,814	\$6,336	\$11,187	\$14,470	\$10,535	\$19,580	\$15,220	\$12,885	\$11,480	\$12,121	\$113,814
Misc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sponsors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pro Shop	\$20,000	\$0	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$20,000
TOTAL	\$66,015	\$7,022	\$16,583	\$13,038	\$16,834	\$97,279	\$32,088	\$20,850	\$16,210	\$17,421	\$66,015

Peachtree City Tennis Center January 19, 2004 to September 30, 2004

EXPENSE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL	
Maintenance	\$46,405	\$385	\$1,460	\$11,612	\$1,033	\$4,485	\$5,867	\$13,108	\$5,363	\$3,092	\$46,405
utilities	\$47,928	\$1,555	\$5,162	\$7,399	\$3,215	\$6,114	\$5,623	\$4,104	\$9,045	\$5,711	\$47,928
operating	\$19,050	\$958	\$2,901	\$3,526	\$4,240	\$2,475	\$3,147	\$561	\$542	\$700	\$19,050
workers	\$5,354	\$1,072	-\$990	\$2,045	\$673	\$673	\$677	\$673	-\$142	\$673	\$5,354
Comp											
Emp. Tax &	\$60,527	\$2,846	\$6,786	\$6,786	\$6,786	\$6,786	\$10,179	\$6,786	\$6,786	\$60,527	
Benefits											
Salaries & Wages											
Facility	\$37,140	\$1,758	\$4,192	\$4,192	\$4,192	\$6,038	\$4,192	\$4,192	\$4,192	\$37,140	
Admin.	\$117,031	\$5,502	\$13,121	\$13,121	\$13,121	\$19,682	\$13,121	\$13,121	\$13,121	\$117,031	
Lessons	\$196,611	\$10,801	\$22,442	\$24,367	\$21,104	\$16,706	\$21,896	\$34,841	\$18,797	\$25,657	\$196,611
Events/Tourn	\$15,351	\$126	\$325	\$1,100	\$1,200	\$6,600	\$1,600	\$1,600	\$1,600	\$15,351	
Pro Salaries	\$25,042	\$1,178	\$2,808	\$2,808	\$2,808	\$4,210	\$2,807	\$2,807	\$2,807	\$25,042	
TOTAL	\$519,776	\$29,886	\$60,308	\$60,308	\$60,308	\$98,226	\$66,100	\$10,517	\$17,977	\$39,175	\$519,776
Program Exp.	\$6,000	\$0	\$0	\$0	\$2,010	\$288	\$2,998	\$704	\$0	\$0	\$6,000
Teaching Exp.	\$3,761	\$461	\$0	\$1,100	\$0	\$1,100	\$0	\$1,100	\$0	\$0	\$3,761
Equipment											\$0
Tourn. Exp	\$38,139	\$755	\$3,400	\$2,250	\$2,400	\$3,000	\$19,000	\$1,000	\$3,500	\$2,834	\$38,139
Promotion	\$3,839	\$839	\$0	\$0	\$2,000	\$0	\$1,000	\$0	\$0	\$0	\$3,839
Pro Tourn.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Misc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$62,238	\$28,238	\$60,308	\$60,308	\$62,998	\$40,524	\$39,990	\$66,611	\$67,793	\$822,778	\$622,778
NET INCOME	\$13,887	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,887
CUMULATIVE	\$61	\$18,137	\$10,947	\$11,036	\$45,367	\$23,942	\$6,602	\$6,200	\$13,837		

Amphitheater Budget January 19, 2004 to September 30, 2004

REVENUE

Account #	Income	03-04 Budget	January	February	March
617	Concession Fees	\$ 3,000			
622	Miscellaneous	\$ 150			
618	Merchandise Sales	\$ 4,000			
615	Rental Fees	\$ 12,097	\$ 2,097		
621	Handling Fees	\$ 12,000			\$ 4,500
620	Sponsors	\$ 166,548	\$ 20,548	\$ 45,000	\$ 30,000
61003	Spotlight Concerts	\$ 22,177	\$ 268	\$ 2,259	\$ 1,000
	Jazz Series	\$ 80,000			
61001	Summer Concert Series I	\$ 540,000		\$ 150,000	\$ 379,000
61000	Summer Concert Series II	\$ 540,000			

EXPENSES

71001	Employee Benefits - Insurance	\$ 5,473	\$ 273	\$ 650	\$ 650
71002	Retirement Expense	\$ 2,315	\$ 115	\$ 275	\$ 275
71003	FICA	\$ 6,260	\$ 179	\$ 715	\$ 715
71004	FUCA	\$ 126	\$ 6	\$ 15	\$ 15
71005	Medicare	\$ 1,464	\$ 42	\$ 167	\$ 167
71006	STUCA	\$ 7	\$ -	\$ -	\$ 1
71012	Salary - Administrative	\$ 100,966	\$ 2,885	\$ 11,539	\$ 11,539
	Contingent increase for 2004	\$ 13,000			
71000	Worker's Compensation Insurance	\$ 3,510	\$ 174	\$ 416	\$ 416
71007	Facility Maintenance	\$ -			
71014	Dues & Subscriptions	\$ 150		\$ 100	\$ 50
71015	Computer Programming	\$ 5,000			
71016	Merchant Account Charges	\$ 18,763	\$ 63	\$ 100	\$ 250
71018	Postage Expense	\$ 14,721	\$ 21	\$ 1,500	\$ 1,000
71020	Administrative Expenses	\$ 2,210	\$ 210	\$ 250	\$ 250
71024	Professional Conferences/Training	\$ 842	\$ 42	\$ 100	\$ 100
71028	Supplies	\$ 1,363	\$ 63	\$ 150	\$ 150
71032	Miscellaneous Expenses (Coke machine)	\$ -	\$ -	\$ -	\$ -
71007	Cleaning Expense	\$ 3,568	\$ 168	\$ 400	\$ 400
77006	Equipment Rental	\$ 1,755	\$ 87	\$ 208	\$ 208

72010	Opening Acts	\$ 13,000			
72002	Fourth of July	\$ 6,000			
	Jazz Series	\$ 75,000		\$ 12,500	\$ 12,500
72004	Summer Concert Series I	\$ 335,000	\$ -	\$ 50,000	\$ 75,000
72006	Summer Concert Series II	\$ 335,000		\$ 50,000	\$ 35,000
72014	Community Events	\$ 1,000			
	Rental Expenses	\$ 4,000			

73002	Printing	\$ 18,984	\$ 84	\$ 500	\$ 500
73004	Advertising	\$ 19,500			
73006	Merchandise Expense	\$ 1,250			\$ 500
73008	Sponsor Expenses	\$ 19,000	\$ 84	\$ 3,000	\$ 8,000
73009	Promotion - Other	\$ 3,934	\$ 84	\$ 2,000	\$ 500
	Promotion Subtotal	\$ 6,268	\$ 168	\$ 5,500	\$ 9,500

Ampitheater Budget

January 19, 2004 to September 30, 2004

Account	Office	03-04 Budget	Actual	2003	2004	2005	2006
74001	Gas	\$ 2,610	\$ 210	\$ 700	\$ 700		
74002	Electric	\$ 12,210	\$ 210	\$ 500	\$ 350		
74003	Telephone	\$ 3,368	\$ 168	\$ 400	\$ 400		
74004	Communications	\$ 1,684	\$ 84	\$ 200	\$ 200		
74005	Internet	\$ 1,347	\$ 67	\$ 160	\$ 160		
	Office Supplies						

71008	Salaries - Ushers	\$	23,750		\$	500	
71030	Volunteers	\$	-				
75002	Production Expenses	\$	32,479	\$	59	\$	140
75004	Security	\$	24,760			\$	3,000
75006	Catering	\$	16,000				
75008	Sound & Lights	\$	158,050				
75010	Transportation	\$	9,000				
75017	Insurance Expense	\$	10,500			\$	10,500

71010	Contract Labor	\$	1,500		\$	500	\$	500	
77010	Truck Expense	\$	1,473	\$	73	\$	175	\$	175
77002	Repairs	\$	3,500			\$	3,500		
77004	Maintenance	\$	13,535	\$	168	\$	491	\$	692
77008	Small Tools & Equipment	\$	1,000					\$	500

Administrative	\$ 181,493	\$ 4,328	\$ 16,586	\$ 16,187
Entertainment	\$ 769,000	\$ -	\$ 112,500	\$ 122,500
Promotion	\$ 62,668	\$ 168	\$ 5,500	\$ 9,500
Utilities	\$ 21,219	\$ 739	\$ 1,960	\$ 1,810
Stage Production	\$ 274,539	\$ 59	\$ 640	\$ 13,640
Repairs & Maintenance	\$ 21,008	\$ 241	\$ 1,166	\$ 5,367

		\$	11,500		\$	6,000	\$	4,500
	Furniture & Equipment	\$	1,000		\$	500		

REVENUE

Amphitheater Budget
January 19, 2004 to September 30, 2004

Income	April	May	June	July	Aug	Sept	Oct	Nov	Dec	2004 Projected Totals	03-04 Budget
Concession Fees	\$ 350	\$ 450	\$ 450	\$ 450	\$ 750	\$ 600	\$ 400	\$ 3,000	\$ 3,000		
Miscellaneous	\$ 50	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 150	\$ 150	\$ 150		
Merchandise Sales	\$ 150	\$ 550	\$ 600	\$ 1,500	\$ 600	\$ 600	\$ 4,000	\$ 4,000	\$ 4,000		
Rental Fees	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 8,500	\$ 12,097	\$ 12,097	\$ 12,097		
Handling Fees	\$ 531	\$ 1,071	\$ 3,700	\$ 1,435	\$ 640	\$ 123	\$ 12,000	\$ 12,000	\$ 12,000		
Sponsors	\$ 14,000	\$ -	\$ -	\$ -	\$ -	\$ 57,000	\$ 166,548	\$ 166,548	\$ 166,548		
Spotlight Concerts	\$ 5,500	\$ 5,920	\$ 5,920	\$ 1,310	\$ -	\$ -	\$ 22,177	\$ 22,177	\$ 22,177		
Jazz Series	\$ 5,000	\$ 8,500	\$ 20,000	\$ 30,000	\$ 15,000	\$ 1,500	\$ 80,000	\$ 80,000	\$ 80,000		
Summer Concert Series I	\$ 9,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 540,000	\$ 540,000	\$ 540,000		
Summer Concert Series II	\$ -	\$ 110,000	\$ 400,000	\$ 20,000	\$ 9,100	\$ 900	\$ 540,000	\$ 540,000	\$ 540,000		
Total	\$ 39,401	\$ 133,000	\$ 234,000	\$ 70,000	\$ 113,300	\$ 64,200	\$ 1,379,992	\$ 1,379,992	\$ 1,379,992		

EXPENSES

Administrative	April	May	June	July	Aug	Sept	Oct	Nov	Dec	2004 Projected Totals	03-04 Budget
Employee Benefits - Insurance	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 5,473	\$ 5,473		
Retirement Expense	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 2,315	\$ 2,315		
FICA	\$ 715	\$ 715	\$ 1,073	\$ 715	\$ 715	\$ 715	\$ 715	\$ 6,260	\$ 6,260		
FICA	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 126	\$ 126		
Medicare	\$ 167	\$ 167	\$ 251	\$ 167	\$ 167	\$ 167	\$ 167	\$ 1,464	\$ 1,464		
SLUGA	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 7	\$ 7		
Salary - Administrative	\$ 11,539	\$ 11,539	\$ 17,308	\$ 11,539	\$ 11,539	\$ 11,539	\$ 11,539	\$ 100,966	\$ 100,966		
Contingent Increase for 2004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,000	\$ 13,000		
Worker's Compensation Insurance	\$ 416	\$ 416	\$ 416	\$ 416	\$ 416	\$ 420	\$ 420	\$ 3,510	\$ 3,510		
Facility Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Dues & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ 150		
Computer Programming	\$ 700	\$ 800	\$ 3,000	\$ 7,000	\$ 5,500	\$ 1,350	\$ 5,000	\$ 5,000	\$ 5,000		
Merchant Account Charges	\$ 200	\$ 500	\$ 7,500	\$ 3,000	\$ 500	\$ 500	\$ 14,721	\$ 14,721	\$ 14,721		
Postage Expense	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 842	\$ 842		
Administrative Expenses	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,363	\$ 1,363		
Professional Conferences/Training	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 250	\$ -	\$ -		
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Miscellaneous Expenses (Coke machine)	\$ 450	\$ 450	\$ 450	\$ 450	\$ 400	\$ 400	\$ 400	\$ 3,568	\$ 3,568		
Cleaning Expense	\$ 208	\$ 208	\$ 208	\$ 208	\$ 210	\$ 210	\$ 210	\$ 1,755	\$ 1,755		
Equipment Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Administrative Subtotal	\$ 39,401	\$ 133,000	\$ 234,000	\$ 70,000	\$ 113,300	\$ 64,200	\$ 1,379,992	\$ 1,379,992	\$ 1,379,992		

Entertainment	April	May	June	July	Aug	Sept	Oct	Nov	Dec	2004 Projected Totals	03-04 Budget
Opening Acts	\$ 1,500	\$ 3,000	\$ 2,000	\$ 500	\$ 3,000	\$ 3,000	\$ 13,000	\$ 13,000	\$ 13,000		
Fourth of July	\$ -	\$ -	\$ -	\$ 6,000	\$ 12,500	\$ 12,500	\$ 75,000	\$ 75,000	\$ 75,000		
Jazz Series	\$ 12,500	\$ 110,000	\$ 50,000	\$ -	\$ 50,000	\$ 100,000	\$ 75,000	\$ 335,000	\$ 335,000		
Summer Concert Series I	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000		
Summer Concert Series II	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 4,000		
Community Events	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Entertainment Subtotal	\$ 39,401	\$ 133,000	\$ 234,000	\$ 70,000	\$ 113,300	\$ 64,200	\$ 1,379,992	\$ 1,379,992	\$ 1,379,992		

Promotion	April	May	June	July	Aug	Sept	Oct	Nov	Dec	2004 Projected Totals	03-04 Budget
Printing	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 400	\$ 5,500	\$ 18,984	\$ 18,984	\$ 18,984		
Advertising	\$ -	\$ 500	\$ 1,000	\$ 250	\$ -	\$ 5,000	\$ 19,500	\$ 19,500	\$ 19,500		
Merchandise Expense	\$ 3,000	\$ 500	\$ -	\$ -	\$ -	\$ 5,000	\$ 19,000	\$ 19,000	\$ 19,000		
Sponsor Expenses	\$ 250	\$ 500	\$ -	\$ 100	\$ 500	\$ -	\$ 3,934	\$ 3,934	\$ 3,934		
Promotion - Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Promotion Subtotal	\$ 9,250	\$ 1,000	\$ 6,500	\$ 1,250	\$ 2,000	\$ 28,000	\$ 62,668	\$ 62,668	\$ 62,668		

Amphitheater Budget

January 19, 2004 to September 30, 2004

Utilities	April	May	June	July	August	September	2004 Projected Total	03-04 Budget
Gas	\$ 500	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 2,610	\$ 2,610
Electric	\$ 1,050	\$ 1,800	\$ 2,100	\$ 2,000	\$ 2,100	\$ 2,100	\$ 12,210	\$ 12,210
Telephone	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 3,368	\$ 3,368
Communications	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 1,684	\$ 1,684
Internet	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 1,347	\$ 1,347
Utilities Subtotal	\$ 2,310	\$ 4,660	\$ 5,060	\$ 4,860	\$ 4,860	\$ 4,860	\$ 21,219	\$ 21,219

Stage Production	April	May	June	July	August	September	2004 Projected Total	03-04 Budget
Salaries - Ushers	\$ 4,500	\$ 4,250	\$ 4,250	\$ 1,500	\$ 4,350	\$ 4,400	\$ 23,750	\$ 23,750
Volunteers							\$ -	\$ -
Production Expenses	\$ 1,840	\$ 1,540	\$ 9,540	\$ 1,940	\$ 2,140	\$ 15,140	\$ 32,479	\$ 32,479
Security	\$ 2,080	\$ 4,160	\$ 4,160	\$ 2,560	\$ 4,400	\$ 4,400	\$ 24,760	\$ 24,760
Catering	\$ 1,500	\$ 3,000	\$ 3,000	\$ 1,500	\$ 3,500	\$ 3,500	\$ 16,000	\$ 16,000
Sound & Lights	\$ 15,510	\$ 31,020	\$ 31,020	\$ 7,500	\$ 36,500	\$ 36,500	\$ 158,050	\$ 158,050
Transportation	\$ 900	\$ 1,800	\$ 1,500		\$ 2,400	\$ 2,400	\$ 9,000	\$ 9,000
Insurance Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500	\$ 10,500
Stage Production Subtotal	\$ 26,730	\$ 44,770	\$ 49,370	\$ 11,500	\$ 83,790	\$ 99,900	\$ 274,539	\$ 274,539

Repairs & Maintenance	April	May	June	July	August	September	2004 Projected Total	03-04 Budget
Contract Labor	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500
Truck Expense	\$ 175	\$ 175	\$ 175	\$ 175	\$ 175	\$ 175	\$ 1,473	\$ 1,473
Repairs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500	\$ 3,500
Maintenance	\$ 3,108	\$ 200	\$ 200	\$ 200	\$ 7,308	\$ 1,168	\$ 13,535	\$ 13,535
Small Tools & Equipment		\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 1,000	\$ 1,000
Repairs & Maintenance Subtotal	\$ 3,783	\$ 375	\$ 375	\$ 875	\$ 7,483	\$ 1,343	\$ 21,008	\$ 21,008

SUMMARY	April	May	June	July	August	September	2004 Projected Total	03-04 Budget
Administrative	\$ 15,837	\$ 16,237	\$ 31,647	\$ 24,937	\$ 20,893	\$ 34,843	\$ 181,493	\$ 181,493
Entertainment	\$ 89,000	\$ 113,000	\$ 52,000	\$ 70,000	\$ 115,500	\$ 94,500	\$ 769,000	\$ 769,000
Promotion	\$ 9,250	\$ 1,000	\$ 6,500	\$ 1,350	\$ 1,400	\$ 28,000	\$ 62,668	\$ 62,668
Utilities	\$ 2,310	\$ 2,660	\$ 2,960	\$ 2,860	\$ 2,960	\$ 2,960	\$ 21,219	\$ 21,219
Stage Production	\$ 26,330	\$ 45,770	\$ 53,470	\$ 15,000	\$ 53,290	\$ 66,340	\$ 274,539	\$ 274,539
Repairs & Maintenance	\$ 3,783	\$ 375	\$ 375	\$ 875	\$ 7,483	\$ 1,343	\$ 21,008	\$ 21,008
Utilities Subtotal	\$ 15,837	\$ 16,237	\$ 31,647	\$ 24,937	\$ 20,893	\$ 34,843	\$ 181,493	\$ 181,493

Capital Improvements	April	May	June	July	August	September	2004 Projected Total	03-04 Budget
Building Improvements (see note)	\$ 1,000						\$ 11,500	\$ 11,500
Furniture & Equipment	\$ 500						\$ 1,000	\$ 1,000
Capital Improvements Subtotal	\$ 1,500						\$ 12,500	\$ 12,500

FINAL TOTAL REVENUE	April	May	June	July	August	September	2004 Projected Total	03-04 Budget
FINAL TOTAL EXPENSES	\$ 14,110	\$ 16,617	\$ 67,162	\$ 45,020	\$ 115,002	\$ 101,526	\$ 459,027	\$ 459,027
Revenue Surplus	\$ 11,329	\$ 25,383	\$ 28,515	\$ 64,002	\$ 201,526	\$ 69,374	\$ 459,927	\$ 459,927

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager *Demetrius M. Muller*
DATE: December 31, 2003
SUBJECT: APPROVE CHANGES TO PEACHTREE CITY TOURISM
ASSOCIATION ARTICLES OF INCORPORATION AND BY-LAWS
January 5, 2004, City Council Agenda

Recommendation:

Approve changes to the Tourism Association Articles of Incorporation and By-Laws that were approved by the Association Board of Directors at their meeting on December 30, 2003.

Discussion:

The changes to the Articles of Incorporation are contained in the redlined copies of the documents that are attached. The changes fall into four categories – minor rewording, typographical corrections, changes recommended by Grant-Thornton (the tax consultant working to obtain 501 (c) 6 tax exempt status for the Tourism Association), and changes to the makeup of the Board of Directors, which would become effective on December 31, 2004.

Budget Impact:

There are no budget impacts as a result of these changes.

BJM:gr

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

ARTICLE I

The name of the Corporation is:

PEACHTREE CITY TOURISM ASSOCIATION, INC.

ARTICLE II

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

ARTICLE III

~~The Corporation shall have no members.~~ The Corporation's founding and sole member is the City of Peachtree City, Georgia. Membership is expressly restricted to entities that are an integral part of the City of Peachtree City, Georgia provided that such entity's entire income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

ARTICLE IV

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

ARTICLE V

The name and address of the incorporator is:

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

ARTICLE VI

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

- (a) The Corporation is an ~~voluntary~~ association of ~~individuals and organizations~~ members the purposes of which, as set forth in the articles of incorporation, are not organized for profit and no part of the net earnings of which inures to the benefit of any profit shareholder of individual within the meaning of Section 501(c)(6) of the Internal

Revenue Code. The Corporation was organized, and at all times shall be operated, to serve the needs and interests of tourism within the City of Peachtree City. The purposes of the Corporation shall include, but shall not be limited to:

- Improve the availability of basic goods and services within the City of Peachtree City;
- Develop the educational, cultural and economic potential of the City of Peachtree City;
- Enlist the active interest and financial support of individuals and businesses in the development, improvement and beautification of the City of Peachtree City;
- Improve and maintain the appeal of the City of Peachtree City by improving and maintaining the physical, environmental and business conditions in the City;
- Increase City revenues by stabilizing the tax base, enhancing property values and increasing retail sales in the City;
- Contract with the City of Peachtree City to ~~expand~~ expend on behalf of the City of Peachtree City ~~the three (3%) that portion of the hotel/motel tax~~ authorized by Georgia law and other funding, and use the tax revenue and other funds to promote tourism, conventions and trade shows within the City. The Corporation's overall purpose will be to promote the welfare of the public, stimulate commerce and otherwise serve the public interest of the City of Peachtree City, as set forth in these Articles of Incorporation and the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code, within the subject to the limitations of Section 501(c)(6) of the Internal Revenue Code; and
- By contract with the City of Peachtree City, to manage and operate the Frederick W. Brown, Jr. Amphitheater and the Peachtree City Tennis Center.

- (b) This Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property or net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article VI of these Articles. ~~The Corporation shall not lobby~~

~~carry on propaganda, or otherwise attempt to influence legislation to such extent as would result in loss of its exemption from federal income tax under Section (e)(6) of the Internal Revenue Code of 1986, as amended, and the Corporation shall not or participate in, or intervene in (including publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any provision of these Articles, the Corporation shall not carry on any other activities to the extent that such activities are not permitted to be carried on by an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law), not permitted to be carried on (a) by a provision of any future United States Internal Revenue Law of (b) by a corporation, contributions to which are deductible under Section 170(e)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).~~

ARTICLE VII

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

ARTICLE VIII

The initial Board of Directors shall consist of five (5) members to be comprised as follows:

1. The City Manager of the City of Peachtree City;
2. The Finance Director of the City of Peachtree City;
3. The Chairperson of the Recreation Commission of the City of the City of Peachtree City; and
4. Two (2) members One (1) member of the City Council of Peachtree City to be selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in the January following the occurrence of a general election in the City.

No later than December 31, 2004, the makeup of the board shall transition as follows:

1. The City Manager of the City of Peachtree City,
2. The Chairperson of the Peachtree City Recreation Commission, both of whom shall serve ex officio,
3. Two (2) directors shall be citizens of Peachtree City at large, preferable one of whom shall be employed in the restaurant or hotel/motel business and one of these same citizens with a minimum of five (5) years of fiscal experience;
4. One (1) director shall be a member of the City Council and shall be appointed by a majority of the Council at the first scheduled Council meeting following the appointment of newly elected Council members

The names and addresses of the initial Board of Directors are:

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

Paul J. Salvatore, Finance Director
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

David Ring, Chairperson
Peachtree City Recreation Commission
151 Willowbend Road
Peachtree City, Georgia 30269

Steve Rapson, Councilmember
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

Murray Weed, Councilmember
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

ARTICLE IX

~~Upon the dissolution of the Corporation affairs, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the Corporation, distribute, transfer, convey, deliver and pay over all of the assets of the Corporation, remaining in the hands of the Corporation to any other organization qualifying under Section 501(c)(3) or Section 501(c)(6) of the Internal Revenue Code of 1986, as described in Article VI of these Articles. In the event that, for any reason, upon provided within a reasonable period of time, the Judge of the Superior Court of Fayette County, Georgia shall make such distribution, exclusively upon the application of one or more persons having a real interest in the Corporation or its assets. In the event of dissolution, the balance of all assets received by the Corporation for its operations, after the payment of all debts and obligations of the Corporation, shall be distributed to the City of Peachtree City (or an entity that is an integral part of the City of Peachtree City), provided that such entity's income is excludable from gross income under Section 115(1) of the Internal Revenue Code.~~

ARTICLE X

- ~~(a) — The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws).~~
- ~~(b) — The Corporation shall not engage in any act or self dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws).~~
- ~~(c) — The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, amended (or corresponding provisions of any subsequent federal tax laws).~~
- ~~(d) — The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws).~~
- ~~(e) — The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws).~~

ARTICLE XI

- (a) Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venture or trustee of another corporation,

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

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

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

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

ARTICLE XII

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

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this _____ day of _____, 2003.

Bernard J. McMullen

Gloria Reid

From: Bernard McMullen
Sent: Wednesday, December 31, 2003 1:32 PM
To: Gloria Reid
Subject: Latest revisions to Articles of Incorporation.



PTC Tourism Assn -Art
of Incor...

Here is latest copy of Articles of Incorporation.

The information contained in this transmission is legally privileged and confidential information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this transmission is strictly prohibited. If you have received this transmission in error, please contact the sender immediately.

GLO: ONCE COUNCIL APPROVES ON 1/5, SAVE THEM AS OFFICIAL IN PTCA COMPUTER FILE.

BY-LAWS

BY-LAWS
OF
PEACHTREE CITY TOURISM ASSOCIATION, INC.

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

Incorporated _____, 2003

ARTICLE ONE

Name, Location and Offices

1.1 Name. The name of this Corporation shall be:

“PEACHTREE CITY TOURISM ASSOCIATION, INC.”

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

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

ARTICLE TWO

Purposes and Governing Instruments

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

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

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

- Improve and maintain the appeal of the City of Peachtree City by improving and maintaining the physical, environmental and business conditions in the City;
- Increase City revenues by stabilizing the tax base, enhancing property values and increasing retail sales in the City;
- Contract with the City of Peachtree City to ~~expend~~ expand on behalf of the City of Peachtree City ~~the three (3%) that portion of the hotel/motel tax~~ authorized by Georgia law and other funding, and use the tax revenue and other funds to promote tourism, conventions and trade shows within the City. The Corporation's overall purpose will be to promote the welfare of the public, stimulate commerce and otherwise serve the public interest of the City of Peachtree City, as set forth in these Articles of Incorporation and the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code, within the subject to the limitations of Section 501(c)(6) of the Internal Revenue Code; and
- By contract with the City of Peachtree City to manage and operate the Frederick W. Brown, Jr. Amphitheater and the Peachtree City Tennis Center.

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

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

ARTICLE THREE

Board of Directors

3.1 Authority and Responsibility of the Board of Directors. The supreme authority of the Corporation and the government and management of the affairs of the Corporation shall be vested in the Board of Directors; and all the powers, duties, and functions of the Corporation conferred by the articles of incorporation, these bylaws, state

statutes, common law, court decisions, or otherwise, shall be exercised, performed, or controlled by the Board of Directors.

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

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

Only when the services are not otherwise available from resources of the City of Peachtree City; the Board of Directors may, from time to time, appoint, as advisors, persons whose advice, assistance and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the Corporation; and, to employ such person or persons, including an executive director or officer, attorneys, trustees, agents, and assistants, as in its judgment are necessary or desirable for the administration and management of the Corporation, and to pay reasonable compensation for the services performed and expenses incurred by any such person or persons.

The five (5) member Board of Directors and any officers of the Corporation shall be appointed in the manner established in Section: 3.3—of these Bylaws. The Board of Directors shall have full power and authority to review and approve in advance both short-term and long-term budgets, capital and operating, of income and expenditures of the Corporation and to exercise such other supervision and control over the affairs and property of the Corporation as the Board of Directors of the Corporation may deem necessary or desirable to ensure the 501(c)(6) purposes and functions of the Corporation are carried out.

3.2 Board of Directors. The ultimate property, affairs, activities and concerns of the Corporation shall be vested in a Board of Directors, consisting of five (5) directors. The members of the Board shall, upon appointment, immediately enter upon the performance of their duties and shall continue in office until their successor shall have been duly appointed and qualified, or until the director's earlier death, resignation, removal or disqualification.

3.3 Manner of Appointment and Term of Office. The five (5) member Board of Directors shall be appointed by the City Council of the City of Peachtree City ("Council"); provided that initially one (1) director shall be the City Manager of the City of Peachtree City, ~~two (2) directors shall be citizens or persons conducting business within the City of Peachtree City, one of whom shall be employed in the restaurant or hotel/motel business;~~ one (1) director shall be the Financial Services Director of the City of Peachtree City ~~one (1) director shall be the Financial Services Director of the City of Peachtree City;~~ one (1) director shall be the Chairperson of the Peachtree City Recreation Commission, ~~all of whom shall serve ex officio. and~~ ~~and one (1) two (2) Two (2) directors shall be a members of the City Council and shall be appointed by a majority of the Council at the first scheduled Council meeting following the appointment of newly elected Council members.~~ All director terms shall run from January 1st to December 31st. No later than December 31, 2004, the makeup of the board shall transition such that one (1) director shall be the City Manager of the City of Peachtree City, one (1) director shall be the Chairperson of the Peachtree City Recreation Commission, both of whom shall serve ex officio, two (2) directors shall be citizens of Peachtree City at large, one of whom shall be employed in the restaurant or hotel/motel business and one of the these same citizens shall have a minimum of five (5) years of fiscal experience; and one (1) director shall be a member of the City Council and shall be appointed by a majority of the Council at the first scheduled Council meeting following the appointment of newly elected Council ~~Themembers.~~ The Board shall consist of a chair, a vice-chair and a secretary/treasurer to be chosen by the Board of Directors of the Corporation. At the expiration of his/her term, any director may be re-appointed. The City Council may stagger the terms of the directors so as to provide continuity on the board.

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

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

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

ARTICLE FOUR

Meetings of the Board of Directors

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

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

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

4.4 Special Meetings; Notice. Special meetings of the Board of Directors may be called by the Chair, or by any three (3) of the directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given by the secretary/treasurer either personally, by telephone, by mail, by email, by telegram, or by facsimile at least twenty-four (24) hours before such meeting.

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

4.6 Quorum. At meetings of the Board of Directors, at least eighty percent (80%) of the directors then in office shall be necessary to constitute a quorum for the transaction of business. In no case, however, shall less than four (4) directors constitute a quorum.

4.7 Vote Required for Action. Except as otherwise provided in these bylaws or by law, the act of a majority of directors present at a meeting at which a quorum is present at the time shall be the act of the Board of Directors.

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

ARTICLE FIVE

Notice and Waiver

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

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

ARTICLE SIX

Officers

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

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

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

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

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

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

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

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

ARTICLE SEVEN

Conflict and Disclosure of Interest

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

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

7.2 Definitions.

Interested Person: Any director, principal officer, or member of a committee with board delegated powers that have a direct or indirect financial interest, as defined

below, is an interested person. If a person is an interested person with respect to any entity or venue in which the Corporation is a part, he or she is an interested person with respect to all such entities.

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

- a. ~~an~~An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

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

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

7.3 Procedures

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

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

7.3.3 Procedures for Addressing the Conflict of Interest.

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

- b. The chair/president of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Board shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

7.3.4 Violations of the Conflicts of Interest Policy.

- a. If the Board has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

7.4 Records of Proceedings.

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

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

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

7.5 Compensation.

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

7.6 Annual Statements.

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

- a. has received a copy of the conflicts of interest policy,
- b. has read and understands the policy,
- c. has agreed to comply with the policy, and
- d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

ARTICLE EIGHT

Committees

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

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

committee shall have such powers and perform such specific duties or functions, not inconsistent with the articles of incorporation of the Corporation or these bylaws, as may be prescribed for it by the Board of Directors.

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

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

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

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

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

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

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

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

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

ARTICLE NINE

Contracts, Checks, Deposits, and Funds

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

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

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

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

ARTICLE TEN

Indemnification and Insurance

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

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

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

ARTICLE ELEVEN

Miscellaneous

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

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

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

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

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

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

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

ARTICLE TWELVE

Amendments

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

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

ARTICLE THIRTEEN

Reserved Powers of the Council

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

- a. Expend cash or incur any indebtedness with respect to any transaction or group of related transactions in excess of \$20,000.00, excluding any amounts previously approved as a part of the Corporation's capital budget or business plan (such transactions requiring approval pursuant to this section being hereinafter referred to as "Material Transactions");
- b. Approve the acquisition of control by the Corporation of, or the affiliation of the Corporation with, any other entity;
- c. Amend the articles of incorporation or bylaws of the Corporation;
- d. Voluntarily file any petition in bankruptcy;
- e. Adopt any short-term capital or operational or long-term budget of the Corporation; or
- f. Acquire, sell, transfer or otherwise dispose of any assets of the Corporation, excluding: (i) transactions occurring in the ordinary course of business, (ii) transactions previously approved as part of the Corporation's budget or business plan, (iii) transactions among the Corporation and the City of Peachtree City.

ARTICLE FOURTEEN

Tax-Exempt Status

14.1 The affairs of the Corporation at all times shall be conducted in such a manner as to assure its status as an ~~"publicly supported"~~ organization as defined in ~~Section 509(a)(1) or Section 509(a)(2) or Section 509(a)(3) of the Internal Revenue Code, and so in other ways to qualify for exemption from tax pursuant to Section 501(c)(6) of the Internal Revenue Code.~~

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

- a. Shall only exercise such powers
- b. Shall engage in only such activities
- c. Is organized exclusively for such purposes as shall be permitted under Section(c)(6) of the Internal Revenue Code and regulations issued pursuant thereto as they now exist or as they may hereafter be amended.

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

14.4 ~~Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, distribute all the remaining assets of the Corporation exclusively to organizations which are engaged in substantially the same activities as the Corporation and for purposes within the intendment of Section 501(c)(3) or Section (c)(6) of the Internal Revenue Code and regulations issued pursuant thereto as they now exist or as they may hereafter be amended. Any of such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the Corporation is then located, exclusively to such organizations and for such purposes. In the event of dissolution, the balance of all assets received by the Corporation for its operations, after the payment of all debts and obligations of the Corporation, shall be distributed to the City of Peachtree City (or an entity that is an integral part of the City of Peachtree City), provided that such entity's income is excludable from gross income under Section 115(1) of the Internal Revenue Code.~~

ARTICLE FIFTEEN

Adoption of Bylaws

Peachtree City Tourism Association, Inc. is organized under the laws of the State of Georgia on this ____ day of _____, 2003. The Bylaws were adopted by resolution of the Board of Directors and the Corporation on and became effective as of said date.

{Signatures appear on the following page.}

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

Adopted: _____

Attest: _____

Approved on _____, 2003, by a majority vote of the City of Peachtree City Council ("Council"), in a public and open session of a regular scheduled meeting, at which a quorum was present and voting.

By: _____
Stephen Brown, Mayor

ATTEST:

Jane Miller, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager 

DATE: December 29, 2003

SUBJECT: SELECT COUNCIL MEMBERS TO SERVE ON PEACHTREE CITY
TOURISM ASSOCIATION, INC., BOARD OF DIRECTORS
January 5, 2004, Council Agenda

Recommendation:

Council select two (2) Council Members by a majority vote to serve as Board Members on the Tourism Association for a term of two (2) years.

Discussion:

Article 3.3 of the By-Laws of the Peachtree City Tourism Association, Inc., states that, "Two (2) directors shall be members of the City Council and shall be appointed by a majority of the City Council at the first scheduled Council meeting following the appointment of newly elected Council Members. The Tourism Association Board of Directors is made up of these two positions, the City Manager, the Financial Services Director, and the Chairman of the Recreation Commission.

Budget Impact:

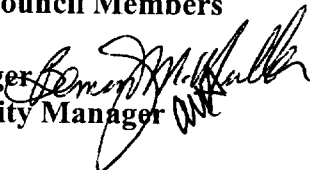
None.

BJM:gr

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Assistant City Manager 

FROM: Administrative Services Director / City Clerk 

DATE: December 29, 2003

SUBJECT: Authorization of Legal Organ
January 5, 2004 Council Agenda

Recommendation:

Staff recommends that Council re-appoint Fayette Newspapers, Inc. as the City's legal organ.

Discussion:

Fayette Newspapers, Inc. has been the legal organ for Peachtree City for a number of years. Their publication schedule allows for timely placement of legal ads required by the City. The newspaper provides good service and is responsive to requests by City staff relative to legal ads.

Budget Impact:

There is no budgetary impact beyond the cost of the legal ads placed by the City.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: City Planner/ Zoning Administrator *David*

VIA: City Manager *Bruce McMillan*
Developmental Services Director *DW*

DATE: December 29, 2003

SUBJECT: Appeal of annexation moratorium
January 5, 2004 City Council Agenda

Recommendation:

The moratorium on annexations was re-affirmed by City Council at their meeting on November 6, 2003 (Attachment "A"). Staff has prepared the following summary of the proposed request. However, the language within the moratorium excludes Staff from making a recommendation on this request.

Discussion:

Mr. Rod Wright of Peach State Land Development Company submitted a letter to City Staff on December 23 requesting that a portion of a subdivision he is developing along the eastern border of Peachtree City be "de-annexed" from Peachtree City into unincorporated Fayette County. The overall subdivision consists of approximately 249.69 acres, with 201.06 acres located within unincorporated Fayette County and 48.64 acres located within Peachtree City.

Currently, three lots within the overall 50-lot subdivision would be located within Peachtree City. As currently designed, these lots would be located at the end of a cul-de-sac approximately 6,000 linear feet from Spear Road and 4,000 linear feet from Ebenezer Road. The property within Peachtree City is currently zoned ER Estate Residential, which allows three-acre lots. The remainder of the property is located within the County and is zoned and designed for five-acre lots.

The eastern boundary of the City has been established through the years following the centerline of Camp Creek. The three lots within Peachtree City straddle Camp Creek, with extensive floodplain on either side of the creek. The Applicant has indicated their willingness to donate the portion of these lots on the western side of the creek to the City as greenbelt, which would establish the centerline of Camp Creek as the natural boundary between Peachtree City and unincorporated Fayette County.

Appeal of annexation moratorium

December 29, 2003

Page 2

Benefits associated with the request to de-annex this property include, but are not limited to, the following:

- *A clear understanding of who would provide emergency response to all lots within the subdivision would be established.*
- *The site plan review process would be simplified going through one jurisdiction as opposed to two.*
- *Road construction standards and permitting would be similar throughout the entire subdivision.*
- *Construction management for the overall subdivision would fall under one jurisdiction.*
- *Addressing and mail delivery would be consistent throughout the subdivision.*
- *The City would gain valuable greenbelt adjacent to Camp Creek as opposed to this property being located on three different lots within the subdivision.*
- *Consistency would be maintained by establishing the City boundaries along natural features.*

Items that might be considered downfalls with the proposed request include, but are not limited to, the following:

- *De-annexing would result in the loss of Development Impact Fees for the three lots within Peachtree City. These lots are within the Glenloch Service Area with an established impact fee of \$1,083 per lot. The total loss in impact fees would amount to \$3,249.00.*
- *The loss in property taxes from the structures constructed on these lots.*

Staff and the Applicant will be available at the Council meeting to answer questions pertaining to this request.

Budget impact:

Budget impacts associated with this request include the loss of impact fees and property taxes for three lots.

Attachments

Sec. 704. Annexation.

These regulations are designed to set forth the principles which shall apply to annexation of property into the city limits of the city. The following principles shall apply:

- (a) Support and enhance the existing economic value and environmental control of property within the city limits.
- (b) Primary consideration will be given to complementary zoning within the current land use plan of the city and contiguous jurisdictions.

(704.1) Priority will be given to raw land that can be developed consistent with current city standards. Secondary considerations will be given to harmoniously adjacent developed parcels.

(704.2) The city shall provide written notification to the appropriate governmental jurisdiction as soon as practicable following the initiation of any annexation.

(704.3) It is desirable, but not essential, that all property has natural boundaries, but in no instance create unnatural division for convenience sake.

(704.4) Each of the following factors will be reviewed on each area to be annexed according to economic and service feasibility on its own merit within the framework of existing plan for the entire city:

- a. Water/sewer
- b. Road/street access
- c. Police/fire protection
- d. Zoning compliance

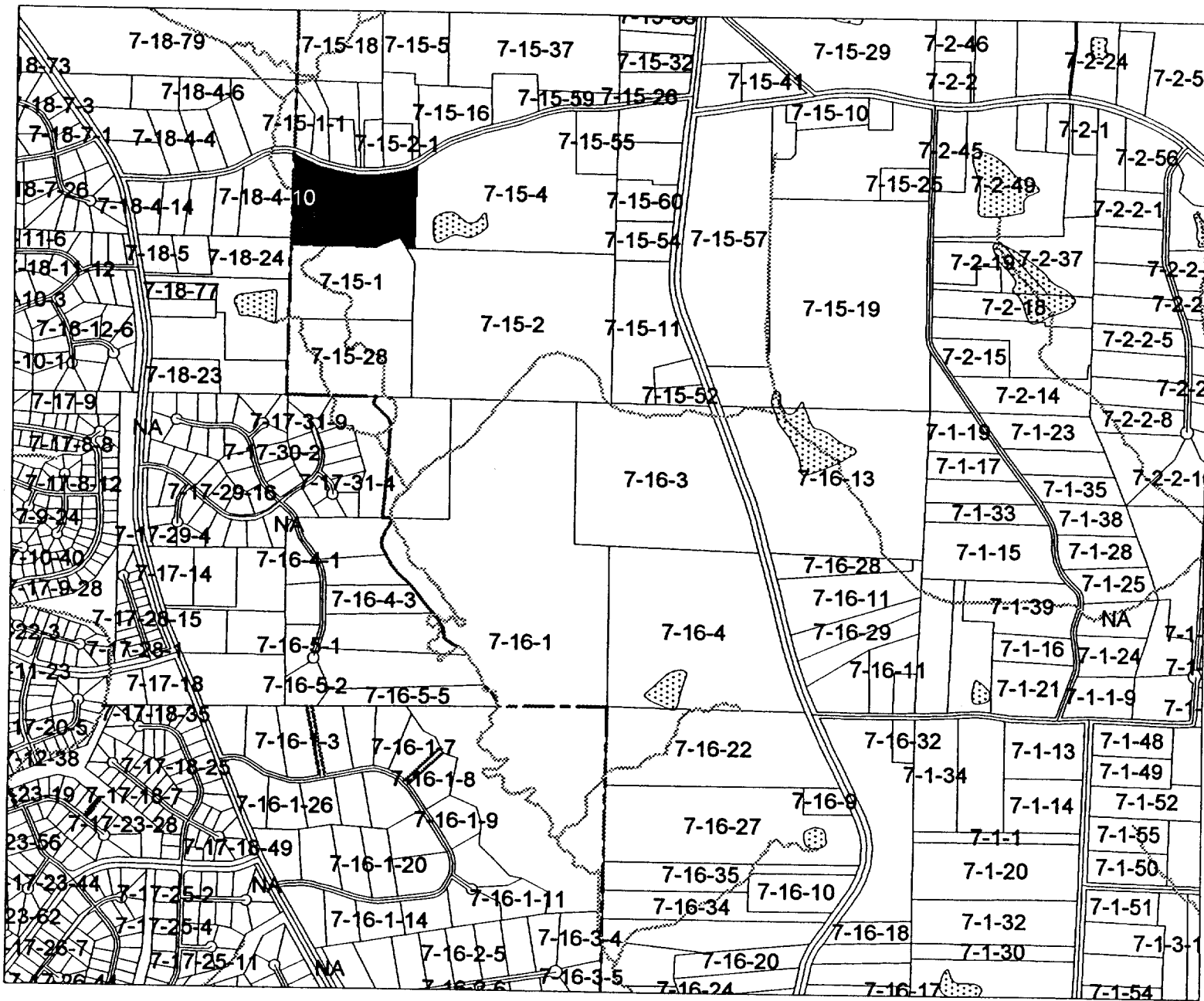
(704.5) Whenever the owner of a piece of property outside the city limits wishes to request that the property be annexed into Peachtree City, the procedure for filing an application, holding public hearings, reapplying for consideration, and changing the zoning map shall be consistent with the procedure for amending the zoning ordinance, as specified in article XIII of the zoning ordinance.

(Ord. No. 464, 6-2-1988; Ord. No. 512, 10-19-1989)

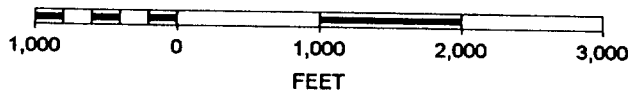
Note: Ord. No. 726, adopted on Nov. 4, 1999, amended section 704 as follows:

"(a) At its October 10, 1991, meeting, the council passed a resolution placing a moratorium on annexation. At its November 4, 1999, meeting, the council reaffirmed the annexation moratorium and directed that the moratorium be reflected in the City Code of Ordinances. The council further directed that city staff shall not accept or discuss an annexation application until the moratorium is lifted by council."

Platinum Ridge - Spear Road tract



SCALE 1 : 16,371



Fayette County

Parcel Info

[Zoom Parcel](#)[Print Page](#)[Identify](#)[New Search](#)[Back](#)

Parcel

Parcel Number: 0715 003 01
Tax District: 1
Landlot 1: 62 LandLot 2:
Subdivision:
Property Location: SPEER RD
Property Address: HWY 85 SOUTH
Home Exempt: School Exempt:
Street Lights: \$0.00
Building Code: R1
Land Code: R4
Total Acres: 18.99
Deed Book: 1509 Page: 697
Plat Book: 33 Page: 125

Values

Land Total:	\$198,530
Building Total:	\$36,290
Fair Market Value:	\$234,820
Assessed Value:	\$93,928
Conservation Value:	\$0

Owner

Name 1: SPEAR ROAD LLC
Name 2:
Address 1: 312 BRADFORD WAY
Address 2:
City State: PEACHTREE CITY, GA Zip: 30269
Prev Owner: 1ST CHURCH OF CHRIST SCIENTIST

Sales

Last Sale Price:	\$0
Last Sale Year:	
Prev Sale Price:	\$0
Prev Sale Year:	

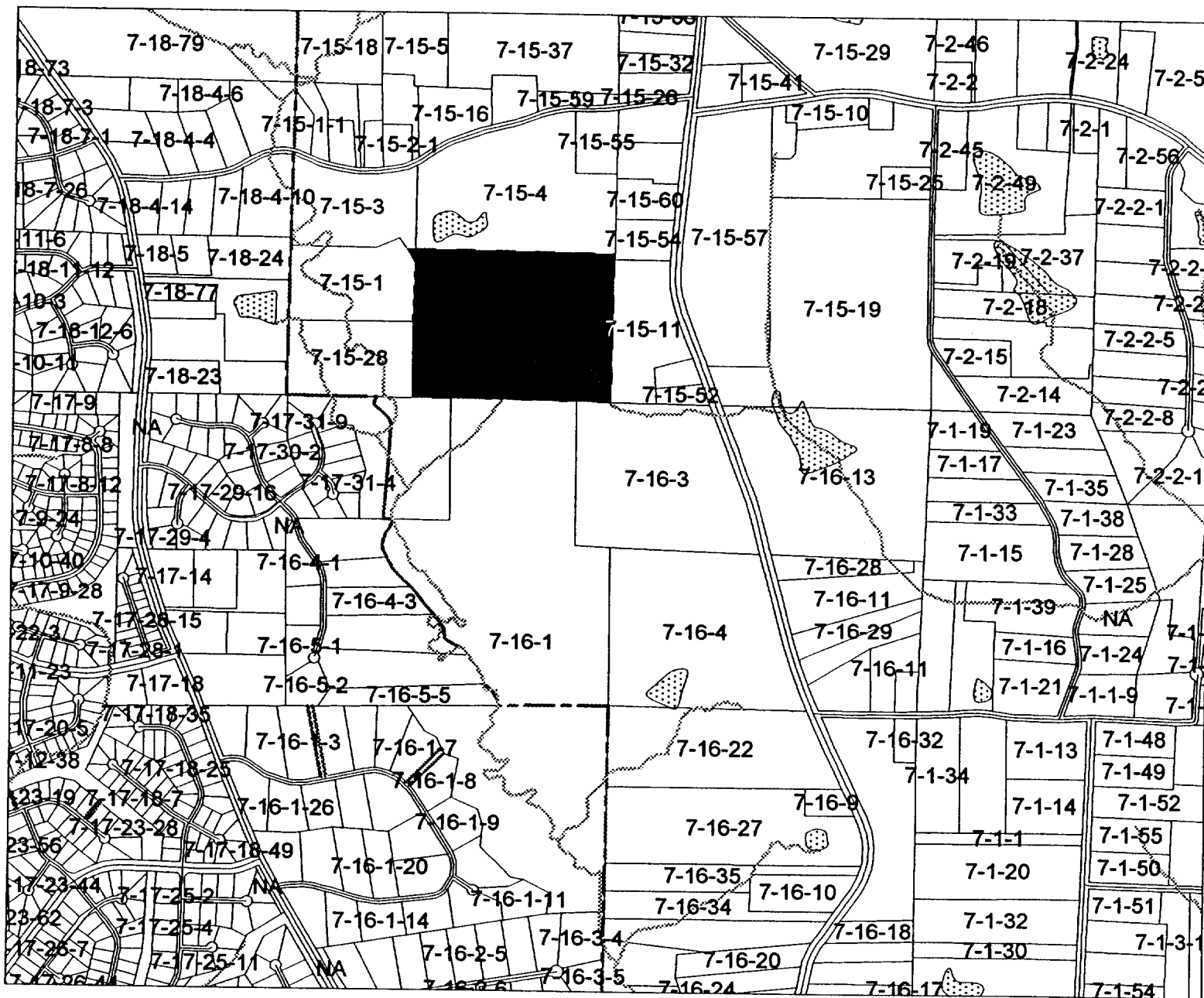
Building Info

Curr Bldg Total:	\$36,290
Prev Bldg Total:	\$22,860
Year Built:	1900
Bldg Type:	
Bldg Size:	1352
Bldg Height:	1
Bldg Wall:	F

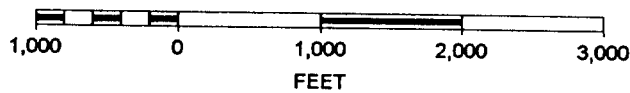
Accessories

<i>Code</i>	<i>Descn</i>	<i>Typ</i>	<i>Unit</i>
FI	FIREPLACE	2	0
IM	MISC SHED		0
OP	OPEN PORCH		435
PL	PLUMBING		5
SP	SCRN PORCH		120

Platinum Ridge - internal tract



SCALE 1 : 16,371



Fayette County

Parcel Info

[Zoom Parcel](#)[Print Page](#)[Identify](#)[New Search](#)[Back](#)

Parcel

Parcel Number: 0715 002 01
Tax District: 1
Landlot 1: 62 LandLot 2:
Subdivision:
Property Location: SPEER RD
Property Address: HWY 85 S
Home Exempt: School Exempt:
Street Lights: \$0.00
Building Code:
Land Code: A5
Total Acres: 56.87
Deed Book: 1509 Page: 697
Plat Book: 33 Page: 125

Values

Land Total:	\$142,180
Building Total:	\$0
Fair Market Value:	\$142,180
Assessed Value:	\$56,872
Conservation Value:	\$0

Owner

Name 1: SPEAR ROAD LLC
Name 2:
Address 1: 312 BRADFORD WAY
Address 2:
City State: PEACHTREE CITY, GA Zip: 30269
Prev Owner: 1ST CHURCH OF CHRIST SCIENTIST

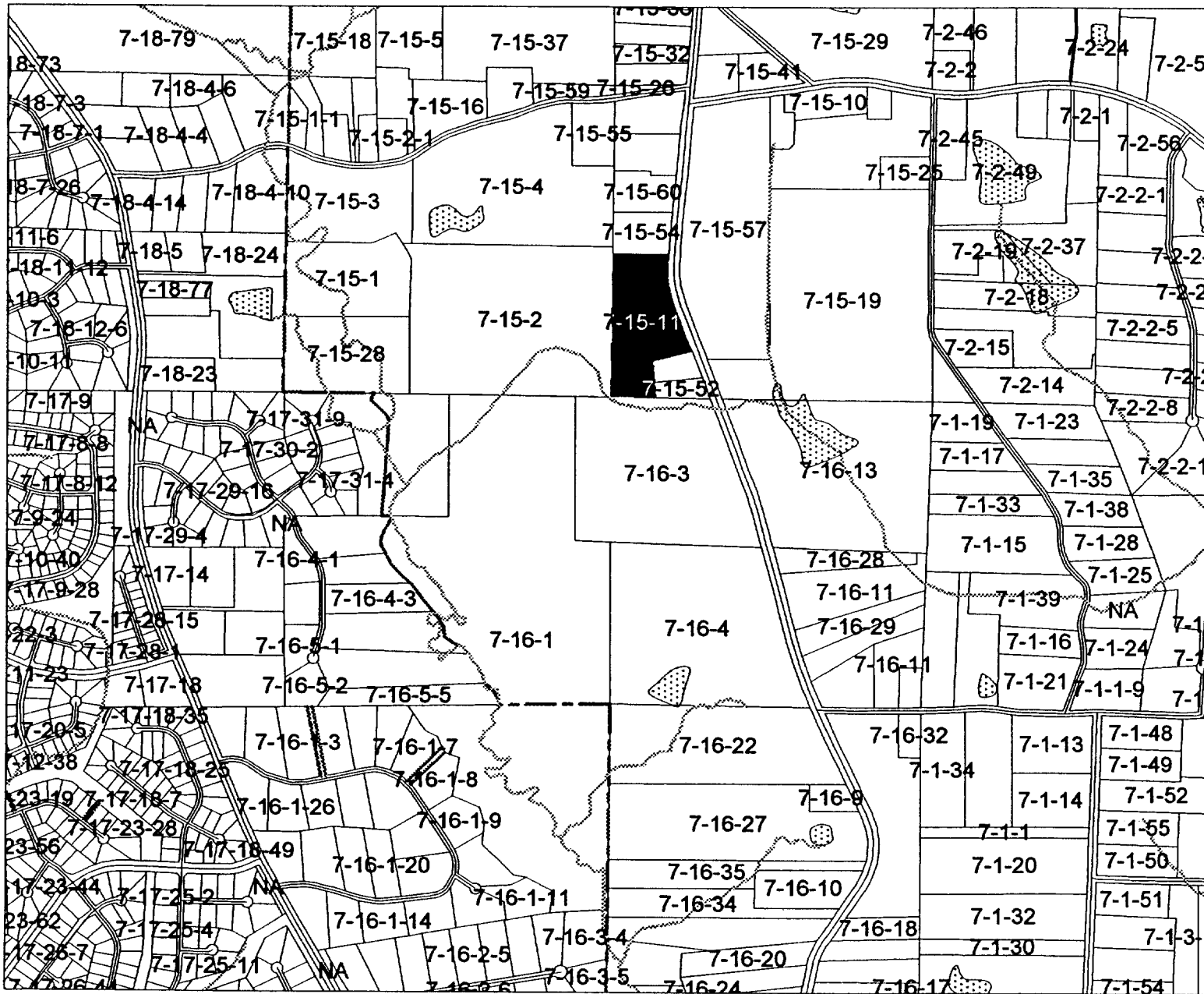
Sales

Last Sale Price:	\$0
Last Sale Year:	
Prev Sale Price:	\$0
Prev Sale Year:	

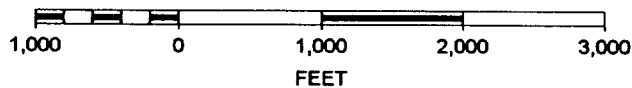
Building Info

Curr Bldg Total:	\$0
Prev Bldg Total:	\$0
Year Built:	0
Bldg Type:	
Bldg Size:	0
Bldg Height:	0
Bldg Wall:	

Platinum Ridge - Ebenezer tract



SCALE 1 : 16,371



N



Fayette County

Parcel Info

[Zoom Parcel](#)[Print Page](#)[Identify](#)[New Search](#)[Back](#)

Parcel

Parcel Number: 0715 011 01

Tax District: 1

Landlot 1: 35 LandLot 2:

Subdivision:

Property Location: EBENEZER RD

Property Address: EBENEZER ROAD

Home Exempt: School Exempt:

Street Lights: \$0.00

Building Code:

Land Code: A5

Total Acres: 21.88

Deed Book: 1089 Page: 769

Plat Book: Page:

Values

Land Total: \$160,420

Building Total: \$0

Fair Market Value: \$160,420

Assessed Value: \$64,168

Conservation Value: \$0

Owner

Name 1: DAVIS THOMAS T

Name 2:

Address 1: P O BOX 585

Address 2:

City State: FAYETTEVILLE, GA Zip: 30214

Prev Owner:

Sales

Last Sale Price: \$0

Last Sale Year:

Prev Sale Price: \$0

Prev Sale Year:

Building Info

Curr Bldg Total: \$0

Prev Bldg Total: \$14,530

Year Built: 1900

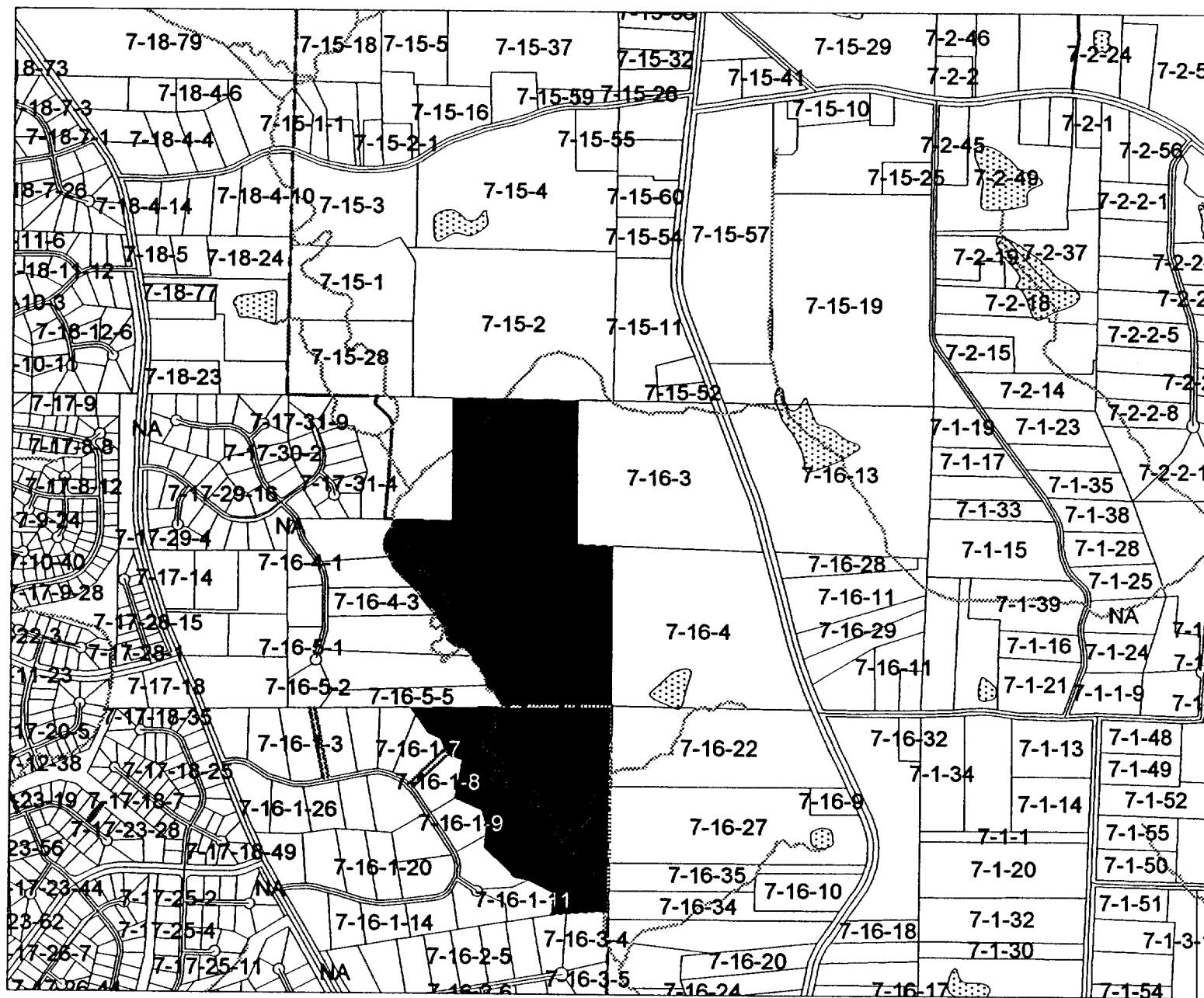
Bldg Type:

Bldg Size: 0

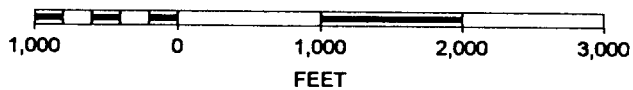
Bldg Height: 1

Bldg Wall: F

Platinum Ridge - Pathways tract



SCALE 1 : 16,371



Fayette County

Parcel Info

[Zoom Parcel](#)[Print Page](#)[Identify](#)[New Search](#)[Back](#)

Parcel

Parcel Number: 0716 001 01

Tax District: 5

Landlot 1: LandLot 2:

Subdivision:

Property Location:

Property Address: EBENEZER RD

Home Exempt: School Exempt:

Street Lights: \$0.00

Building Code:

Land Code: A5

Total Acres: 59.00

Deed Book: 960 Page: 451

Plat Book: Page:

Values

Land Total: \$111,500

Building Total: \$0

Fair Market Value: \$111,500

Assessed Value: \$44,600

Conservation Value: \$0

Owner

Name 1: PEACHTREE CITY HOLDINGS

Name 2:

Address 1: 200 WESTPARK DR SU 300

Address 2: P O BOX 2007

City State: PEACHTREE CITY, GA Zip: 30269

Prev Owner:

Sales

Last Sale Price: \$0

Last Sale Year:

Prev Sale Price: \$0

Prev Sale Year:

Building Info

Curr Bldg Total: \$0

Prev Bldg Total: \$0

Year Built: 0

Bldg Type:

Bldg Size: 0

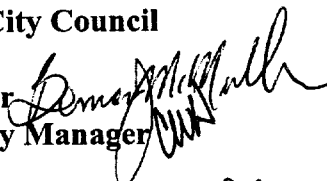
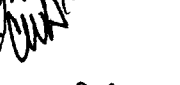
Bldg Height: 0

Bldg Wall:

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Assistant City Manager 

FROM: Financial Services Director P.S.

DATE: December 24, 2003

SUBJECT: Funding for Development Authority financial audit
January 5, 2004 City Council Agenda

Recommendation:

Approve request from the Development Authority of Peachtree City to provide funding for financial audit services for fiscal year 2002-2003. Invoice the DAPC for the cost of these services.

Discussion:

Since the Development Authority of Peachtree City is reported as a component unit on the City's financial statement, it is crucial that they undergo an annual financial audit. If they are not audited, the City will receive a *qualified* audit opinion. Such an opinion will have an adverse impact on the City's bond ratings, ability to borrow funds, interest rates we would pay if we borrow money, and other financial problems. We would also not qualify for GFOA's Certificate of Achievement in Financial Reporting until the situation is corrected. It would, therefore, definitely be in the best interests of the City to ensure that the audit takes place and that the auditors are paid for their services.

The Development Authority's attorney has prepared a written request for assistance from the City to fund their annual financial audit (attached). Time is of the essence in this matter as audit fieldwork is scheduled to begin this month.

Budgetary Impact:

The City would provide a cash advance of approximately \$15K for the DAPC audit services. The City will invoice DAPC for the total cost of the audit services paid for by the City.

THE OLDENBURG LAW FIRM

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Suite 140
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moldenburg@oldenburglaw.com

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Jeffery D. Moulds

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FAX (770) 632-0123

December 30, 2003

VIA FACSIMILE: (770) 631-2505

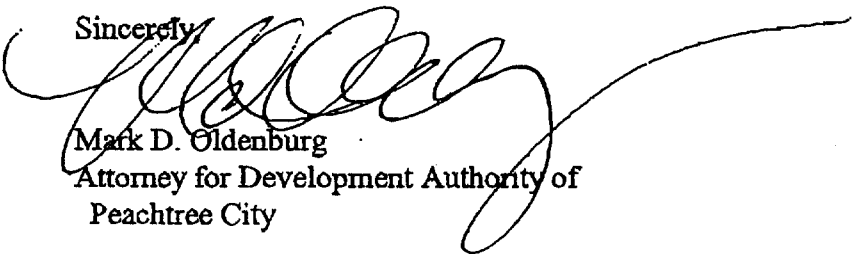
Mr. Paul J. Salvatore
Financial Services Director
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Re: Audit for Development Authority of Peachtree City

Dear Mr. Salvatore:

The Development Authority of Peachtree City ("DAPC") is aware of the importance of having an audit performed with regard to its previous fiscal year. However, as you are aware, the Development Authority does not currently have any source of income or cash sufficient to pay for such an audit. Therefore, in order to insure that the necessary audit is performed, the DAPC respectfully requests that the City provide financial assistance in order to pay for the cost of this audit.

Sincerely,



Mark D. Oldenburg
Attorney for Development Authority of
Peachtree City

MDO:cks

c: Dr. Robert Brooks
Mr. Scott Formel
Mr. Bill Bexley