**City Council of Peachtree City**
**Agenda**
**January 4, 2007**
**7:00 p.m.**

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Proclamation for Robert E. Lee's Bicentennial Birthday
Proclamation of Congratulations to Fayette County 911 Center

IV. Public Comment

V. Minutes
December 5, 2006, Workshop Minutes
December 7, 2006, Regular Meeting Minutes
December 14, 2006, Special Called Meeting Minutes

VI. Monthly Reports

VII. Election and Oath of Office for Mayor Pro-tem
Oath of Office for Municipal Court Judge
Oath of Office for Municipal Court Judge Pro Hac

VIII. Consent Agenda
1. Annual Indemnification Resolution
2. Authorization of Legal Organ
3. Consider Appointments to Recreation Commission – David Ring, Shayne Robinson (first alternate), Tami Morris (second alternate)
4. Consider Appointments to PCAA – William Flynn, John Corder (alternate)
5. Consider Appointments to WASA – Wade Williams, Gary Emmel (alternate)
6. Consider Appointments to PCTA – Stanley Phillips
7. Consider Appointment of City Planner as Zoning Administrator
8. Consider Appointment of City Planner as City Landscape Architect
9. Consider Stormwater Maintenance Agreements

IX. New Agenda Items

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| 01-07-01 | Public Hearing – Consider Request from John Wieland Homes to Lift Multi-family Moratorium for an 89.146-acre Undeveloped Tract within the West Village |
| 01-07-02 | Consider Request from Randy Horn on Fence |
| 01-07-03 | Consider Approval of Tennis Center Restaurant Renovations |
| 01-07-04 | Consider Approval of Cable Franchise Agreement |
| 01-07-05 | Consider Resolution to Amend WASA Terms of Office to Four (4) Years |
| 01-07-06 | Consider Resolution to Amend Airport Authority Terms of Office to Four (4) Years |
| 01-07-07 | Consider Recommendations on Legislative Actions |
| 01-07-08 | Nominate and Select Representative to Fayette County Board of Health |
| 01-07-09 | Consider Formation of West Village Development Impact Fee Advisory Committee |
| 01-07-10 | Consider Approval of Supplemental Agreement #1 Extending the Completion Date for the SR 54 W Multi-use Bridge and Gateway Feature |
| 01-07-11 | Consider Bids for Stevens Entry Traffic Signal Construction |

X. Council/Staff Topics

XI. Executive Session

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

**City of Peachtree City**
**WORKSHOP**
**Minutes of Meeting**
**December 5, 2006**
**6:30 p.m.**

The City Council of Peachtree City met in a workshop session on Tuesday, December 5, 2006, at 6:30 p.m. Council Members attending were: Mayor Harold Logsdon, Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Staff members attending were: City Manager Bernard McMullen, Assistant City Manager/Developmental Services Director Colin Halterman, Leisure Services Director Randy Gaddo, Library Administrator Jill Prouty, and Leisure Programs Coordinator (Youth) Art Sivertsen. Youth Council members attending included Brian Huefner and Matt McMahan. Ted Lombard, J.C. Booth Middle School principal, also attended.

The purpose of the workshop was to discuss the Teen Activities at Glenloch (TAG) program and to presentat the Library Master Plan. Copies of the PowerPoints presented for both topics are included in the official meeting file.

Gaddo reminded Council there had been a three-month pilot program for TAG. The project goals had been to offer a recreational program for middle school students during after school hours, to offer a program that was an alternative to being home alone, and to offer this program as a City/community/Fayette County Board of Education (FCBOE) collaboration.

Gaddo continued that the program was originally presented to City Council by the City's Recreation Department, Robin Tennant, and the Youth Council Serving Fayette County. TAG began as a pilot program to support the need for a teen center in the City. The program was identified as a need in the community primarily because Booth Middle School and Rising Starr Middle School did not offer an After School Program (ASP), while other middle schools in the County had much success with this type of program. The students walked over to Glenloch after school was out, which Gaddo was not comfortable with.

Gaddo said there were 18 middle schoolers in the program the first month, 15 in the second month, and 10-11 attended the third month. He added that some of the kids were asked to not come back because of behavioral problems that were beyond staff's ability and experience to handle. Parents liked TAG because of the low cost, the proximity to school, there was no real competition, it kept their children physically active, it was an ASP program away from the traditional school setting, and there was PTO support. He continued that the reasons parents might not have enrolled their children in the program included they trusted middle schoolers to be on their own at home or with other friends, there were parents that stayed home, and competition with middle school athletic teams or other after school activities. There had been very little advertising and promotion of the program, but that was probably a good thing due to some of the issues.

Gaddo went over the reasons the program had not worked. The facility was too small, and there was a lack of reasonable homework space and tutors. There was a lack of gym space mostly due to the facility's age and design (no basketball rims or volleyball nets). He continued that there was not enough staff, and there was a lack of volunteer support. The facility had to be mobile and was broken down every day. The program could only meet four days a week (no Thursdays) because of the existing clog dance class. Gaddo said there were also social service and counseling issues that the staff was not trained for. It was hard to maintain control with only one staff person on site until 4:30 p.m., especially the first month with 18-20 participants. The ratio should ideally be one trained staff person per eight students. In September, the two strike rule was implemented, which helped maintain better control, but some did not enroll because of the new policies.

The schedule for the program was 3:45-4:20 p.m., homework time; 4:20-4:30 p.m., snack time; 4:30-5:15 p.m., activity time (dodgeball, flag football, floor hockey); 5:15-6:00 p.m., Xbox 360, ping pong, or other alternative activities; and 6:00-6:15 p.m., pick up.

Gaddo said the resources were there to make the program a success, but there needed to be more collaboration between the City, the schools, and the FCBOE. Transportation was a big issue. No one from Rising Starr Middle School could attend because of transportation. There also needed to be a larger, more multi-purpose facility.

Gaddo noted that the FCBOE's ASP was not available at Booth, and Gaddo had discussed the issues with the ASP director, who had the same issues. According to a poll of the parents, there was not enough interest in an after school program at Booth. There might be several reasons, including a lot of competition within the school for space.

Gaddo said they had also spoken to the FCBOE's transportation director, but she could not get any drivers who wanted to spend an extra hour doing the shuttles. Sivertsen noted that he had e-mailed Mike Jennings and asked if they would allow the participants to ride on the bus that served the Glenloch area since it was not full. The reply was that there were no resources to do that. Gaddo said he understood the issues with Rising Starr, but the Glenloch bus only had about 12 students on it, and the facility was on the bus route. Boone asked if that might be a liability issue. Sivertsen said that the only requirement to be dropped off at another stop was that the students had a note from their parents.

Lombard said there were issues, but students were allowed to ride another bus with a note from their parents. He said there were students that wanted to ride the bus to the Tennis Center in the afternoons, and that was not allowed either. It might be a matter of expense. There was clearly a need for transportation for programs. He wanted to look into the possibility of using another school's activity bus or band bus. A driver with a CDL was needed. Lombard said it was a matter of policy with the FCBOE, but there were ways to do things.

Sivertsen said, even if the transportation issue were solved, there was still a facility issue. Gaddo said they had spoken with the schools. An active space was needed, as well as a space to do homework. They had also discussed the possibility of having teachers work as the homework tutors. He was told they would have to pay the teachers rate, which would increase the cost of the program. Boone asked if one of the churches might have space. Sivertsen said he had approached one of the local churches about using their space on a fee basis. The church had an after school program for Harmony Village, plus another program. First Baptist could accommodate the program occasionally, but not on a routine basis.

Gaddo addressed staffing. The staff did not have the training needed for some situations. Rutherford said the program was designed to serve the majority. There should be a system in place so staff could refer the students. Plunkett said parents that were not afraid to leave their children home alone were probably not having problems with them. Rutherford said parents were not aware there were problems when they left a 13 year-old at home alone for the first time without a support network, and the children had not had to cope on their own before. Plunkett said the parents who put their children in the program were probably aware there were problems, and they could not be left home alone. Sivertsen said a lot of parents were interested in the program because there was something to do, rather than a trust issue between the parents and children. There was social interaction and physical activity. He noted that the problems including parents getting a divorce, some with military parents just coming back home, and one that had just been adopted from Burma who spoke no English.

McMahan said that, when he was at Booth, he would have attended the program even though his parents were home. He would want to be with his friends. He suggested the McIntosh Peer Leadership team as possible source for high school students who could work with the program. Sivertsen said that the problem with having the Youth Council members help with the program was that the members were involved in other after school activities. He suggested getting other high school students to help. McMahan noted that there were high school students in the Key Club, Beta Club, and other activities who needed service hours, and the program would be a good way to do that. Sivertsen noted that most of the participants, 75%, were in the sixth grade, and a couple were in the eighth grade.

Gaddo said that, at this point, staff was not saying to forget about the program. It had just hit some brick walls. Plunkett noted that parents had told her they wanted a program after school. It might not be the City's role, but there was an interest. Gaddo said he saw his department's role as providing the active part of the program, which they did well. Kourajian asked if a participant would have to take part in the physical activities if they had several hours of homework to do. Gaddo said no.

Boone noted that the question of qualified workers kept coming up. Kourajian said that the high school students in the Interact and Key Clubs could help the middle schoolers with their homework. Lombard added that the program would not have to pay teachers the teachers' rate. Teachers worked in other programs and accepted a stipend. They would have to ask for volunteers.

McMullen said that, at this point, the logical solution for the location would be the First Baptist Church community center when it was finished. He noted that was the way the center was designed. Gaddo added that the high demand time for the City's recreation facilities was 4-9 p.m., which limited the TAG program. The program could not meet on Thursdays at all, since Glenloch was used for dance classes that day. He said they were discussing the issues with Lombard, but transportation would still be an issue even at First Baptist. Boone found it difficult to believe the BOE would not let the students ride the bus to Glenloch. Gaddo said the problem might be in how the issue was approached. It could be something they could work out.

Rutherford said there needed to be work in several areas to make the program a success. She suggested the TAG program be added to the Association of Fayette County Government's agenda for the next meeting, which was in January. Sivertsen said he had discussed facility usage with Dr. John DeCotis, the school superintendent, at a Fayette County Recreation Commission meeting, but he found that DeCotis had forwarded the matter to his staff when Sivertsen called to follow up on their discussion. Rutherford said there needed to be cooperation at all levels; it was not useful to have people put up brick walls. Lombard asked if the City would be interested in running the physical activities if the school was interested in an after school program. He said it should not be a huge expense issue. He added there had not been a big advertising program about TAG. Gaddo suggested surveying the parents at a time other than the first day of school. Lombard said they should also check with fifth grade parents in the spring.

Gaddo said everyone was willing, but there was not any communication at the proper level. Rutherford said it was a County issue, so they should reach out to other groups. She suggested contacting the Chamber of Commerce. McMullen suggested also contacting civic groups, such as the Kiwanis Clubs. Gaddo said he would continue to work with Lombard at the staff level.

Gaddo and Prouty briefed Council on the Library Master Plan update. Gaddo said that the library expansion was built to accommodate the facility for 20 years. It was designed for a collection of over 120,000. Prouty came on board in 1998 and came up with the first Master Plan for the facility.

Prouty noted the members of the Library Commission, which included Marie Washburn, chair; Deborah Conley, vice-chair; Keeley Suiter; Madge Quick; and Kathleen Akins. The Library Staff included Prouty, MSLS, Grade 5-B Certification; M.T. Allen, Library Manager, over 25 years experience; Mary Haas, Reference Supervisor, over 25 years experience; and Rebecca Watts, Circulation Supervisor, MLIS, Grade 5-B Certification

The following mission statement was included in the master plan:

*Peachtree City Library will be a comprehensive and trustworthy community resource for the citizens of Peachtree City and any cardholding member of Georgia Library Public Information Network for Electronic Services (PINES).*

The major accomplishments over the last year included completing the first year in expanded facility, staffing the new Children's Circulation Desk, expanding computer classes, adding genealogy classes and labs, expanding the children's programming, promoting the Vacation Reading Program (VRP) to local elementary schools (1,600 participated in 2006, the highest ever), and completing a needs assessment survey.

Prouty noted that the number of cardholders had increased to 26,745, and there were over 180,000 visits to the Library in FY 2006. The circulation statistics were up almost 30%.

Prouty said the future goals included doubling the acquisition of popular non-print media, including DVDs and music CDs; implementing a collection development program, including weeding (guided by Collection Analysis, Section 14 of MP); and encouraging use of the self-checkout unit to relieve traffic at the Circulation Desk by 15%. The collection analysis identified the areas in need of improvement – adult non-fiction, travel, history, science, non-print formats, and arts.

Prouty continued that the technology recommendations for FY 2007-2011 included the following:

- PC replacement
  - ✓ FY 2007-2008, $7,000,
  - ✓ FY 2009, $9,000,
  - ✓ FY 2010, $22,000 (30%),
  - ✓ FY 2011, $21,000,
- Network Printer Replacement
  - ✓ FY 2009, $3,500, and,
- Additional self-check station
  - ✓ FY 2008, $12,000.

The recommendations for collection development from FY 2007-FY 2011 included the following amounts for materials:

- FY 2007 – $135,500 (approved August 3, 2006),
- FY 2008 – $145,000,
- FY 2009 – $155,000,
- FY 2010 – $165,000, and,
- FY 2011 – $175,000.

The national average for collections for City's the same size was $190,000 annually.

Programming recommendations for FY 2007-FY 2011 included the following:
- FY 2007 – $1,000 (approved August 3, 2006),
- FY 2008 – $1,500,
- FY 2009 – $2,500,

- FY 2010 – $3,000, and
- FY 2011 – $4,000.

Prouty continued that there were no specific staff recommendations for FY 2007-FY2011. The trend was toward certified librarians in supervisory positions. They were currently reworking job descriptions to better suit the changing needs. More changes were expected as the current staff retired. She expected there to be an approximate savings of more than $50,000 over next 5 years.

The plans for facility maintenance for FY 2007-FY 2011 included replacing the last old HVAC unit at an estimated cost of $25,000 in FY 2009 and painting the interior in FY 2011 at an estimated cost of $10,000.

Prouty said the recommendation for training for FY 2007-FY 2011 was to continue the current level of training, to attend the annual GPLS sponsored workshop, and to conduct annual in-house training twice a year. She noted that training had a minimal impact on the budget.

Prouty said there would be a massaging of the operation and collection over the next 20 years. She saw no need to expand unless the population changed drastically.

Logsdon asked how long the bonds were for the library. McMullen said they were 15-year bonds. Logsdon noted there had not been a tax increase associated with the bonds. McMullen felt that had been a mistake. There should have been a line item in the budget for the library bonds. Instead, it was paid of out the General Fund.

Prouty noted that some patrons said they would like to have book drop-offs in other locations, but that meant someone would have to go pick up those books. Boone asked about downloading literature onto a Scandisk. Prouty said there had been some requests for that.

There being no further business to discuss, the meeting adjourned at 7:50 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

**City Council of Peachtree City**
**Minutes of Meeting**
**December 7, 2006**
**7:00 p.m.**

The City Council of Peachtree City met Thursday, December 7, 2006, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

**Announcements, Awards, Special Recognitions**

Mayor Logsdon recognized the graduates of the Police Department's Community Emergency Response Team (CERT) program. Mayor Logsdon recognized Chief Murray and the Police Department for earning International Reaccreditation through the Commission on Accreditation for Law Enforcement Agencies, Inc., (CALEA). Mayor Logsdon recognized members of the Recreation Department for earning several awards from the Georgia Recreation and Parks Association, including 2006 Agency of the Year; a publication award for the fall program guide; a Presidential Citation for Recreation Administrator Sherry McHugh; Volunteer of the Year for BMX President Shayne Robinson; and an Athletic Professional Award for Jim O'Connell. Mayor Logsdon recognized Betsy Tyler for 10 years of service to the City. Bob Dalton, President of the Peachtree City Running Club, presented $1,000 checks to the Police, Fire, and Recreation Departments to go toward the CERT program, a rehab chair for firefighters, and a track/cross country course at the Baseball Soccer Complex.

**Public Comment**

Mr. Dennis Hammock of the International Brotherhood of Police Officers announced that they had organized a majority of the members of the department.

**Minutes**

Rutherford moved to approve the minutes for the September 21, 2006, Executive Session; November 2, 2006, Regular Meeting; November 7, 2006, Workshop; November 16, 2006, Regular Meeting; and the November 29, 2006, Special Called Meeting as written. Plunkett seconded. The motion carried unanimously.

**Monthly Reports**

Rutherford asked why the number of false fire alarms had doubled, and City Manager Bernard McMullen said he would check with the Fire Chief.

**Consent Agenda**

1. **Consider Updates to Adopted Building Codes**
2. **Consider Adoption of Impact Fee Report**
3. **Consider Acceptance of Drainage Easement for Culvert Construction on Hip Pocket Road**
4. **Consider Extension of Parker Wrecker Service Contract**
5. **Consider Vendor for Stormwater Bill Collection Service**
6. **Consider PCTA Lease Agreement Modification**
7. **Consider Trane Performance Contract Financing**
8. **Consider Peachtree City Elementary School Funding Request**

Rutherford moved to approve the items on the Consent Agenda. Plunkett seconded. Rutherford asked Building Official Tom Carty about the proposed changes to the Building Ordinance, specifically the number of deleted provisions. Carty clarified that the changes represented the conversion to the International Codes, which incorporated many of the City's requirements that had been added to the older code.

Rutherford questioned what measures had been taken to collect the past due Stormwater Utility bills. Assistant Finance Director Janet Camburn said residents had received their original annual bills in March, with a due date of May 1. Second notices had been sent in July. Kourajian asked if the City would lose any funds by using a collection agency. Camburn said that the City would receive the total amount due, and the agency would be paid the 27% additional late fee for their services. Council asked staff to make one last effort to notify residents through the media that the bills were due and would be turned over to a collection agency before actually beginning the collection process.

Kourajian asked the City Attorney if the drainage easement for Hip Pocket would be perpetual, and Meeker confirmed this.

Rutherford asked about the financial impact of changing the Tourism Association's lease agreement, noting that the City had budgeted the $10,000 flat fee as expected revenue. Financial Services Director Paul Salvatore noted that, by changing the arrangement to reimbursement for actual staff time and services, that the City could be reimbursed more or less than the $10,000 amount, but if it were less, funds would be made up from other revenue source projections that were currently tracking slightly higher than anticipated.

Rutherford asked why bid documents had not been attached to the Trane contract. McMullen noted that the bid was originally approved in 2005 – this contract reflected additional services at the rate quoted. Following due diligence, this was a competitive cost and would not require any additional closing costs. Rutherford asked that items of this level of cost be put on the regular agenda in the future.

Kourajian asked if the City obtained pricing information from any other wrecker services. Police Chief James Murray noted that this was the only services physically located in the City, which saved the officers' time while waiting for response. Kourajian asked if it needed to be bid. Meeker said he was comfortable with continuing with Parker because they had not changed rates.

Kourajian asked about the elementary school playground funding request. McMullen noted that the original request came in May, which met the June 1 deadline and had allowed the item to be included in the 2007 budget. The schools then made the request for the actual funding closer to the first of the calendar year.

The motion carried unanimously.

**New Agenda Items**

**12-06-01 Public Hearing – Consider Variance – 137 Senoia Road**

Barry Gannon, representing the property owner and American Tower, indicated that the cell tower in question was constructed in 1995 and purchased by American Tower in 2000. Sprint, which was formerly located on the Comcast tower that had been removed, wanted to co-locate on this tower. However, the facility did not meet the setback requirements currently on the books. Gannon noted that American Tower would also have to expand the fencing at the base to allow for the additional ground equipment needed by Sprint. He indicated the expansion would occur on the side farthest from the street and should be about 15 feet by 20 feet.

City Planner David Rast noted that the original tower was approved prior to the City amending its tower ordinance in 1998. At that time, there was a widespread push in the telecommunications industry to put towers in the area, and staff had been inundated with requests. Staff approached the tower companies, requested their assistance in updating the ordinance, and asked that they work toward co-locating on towers in the City.

The applicant for the variance initially wanted to replace the tower and increase the height, but this was not possible because the site could not meet the current setback requirements. Rast said there was room on the Tower to allow Sprint to co-located, but not enough room in the current fenced area at the base of the tower for their additional equipment. Their only other option was to look for a nearby site to build another tower. Rast said staff recommended approval of the variance.

No one spoke in favor or against the variance. Logsdon closed the public hearing.

Boone asked if there would be a loss of vegetation associated with the expansion of the fenced area. Rast said there would be some vegetation lost, but there were no mature trees in the area and the vegetation was mostly scrub. Plunkett asked if the owners of the funeral home on the adjacent site had commented. Rast said that staff had received no comments from them.

Rutherford said that, when she read the ordinance, it discussed the desire to encourage co-location on towers. She felt this project was a good example of that goal. Plunkett asked what would happen if the variance were denied. Gannon said Sprint would have to build another tower or it would affect service to customers in the area.

Rutherford moved to approve a variance for the amended drawing with the conditions that the added fencing enclosure must match the existing enclosure and that any vegetation removed would be replaced. Motion carried unanimously.

**12-06-02 Public Hearing – Consider Variance – 403A Dividend Drive**

Applicant Tim Powers addressed Council indicating that he wanted to place a cell tower on his commercial property, a lumber yard, and the project would result in a reduction of asphalt. Powers said that, according to the Airport Authority, the tower height requested was not allowed. Powers noted that his proposal complied with all the City's zoning laws.

Powers asked where the Airport Authority's jurisdiction extended because he had gotten some conflicting distances. He said cell tower locations impacted 10 times the number of people who actually used the airport. He said higher towers were needed in the City because the community sat in a naturally low elevation.

City Planner David Rast said the tower was planned for the rear corner of the lumber yard and was a permitted use for the zoning; however, it also fell in the AI Airport Overlay District, which had been adopted to protect the air space around Falcon Field. Rast said that the site did not appear to lie within the horizontal surface of the overlay zone, but did fall within the conical surface. Rast said he worked with the Airport Authority when the request came in, and the staff finding was that the height of the tower exceeded the limits of the overlay zone. He said staff could not allow the project to move forward. The FAA agreed that the project extended 48 feet into the protected zone.

Rutherford clarified that no survey had been completed. Rast said this was correct.

John Crosby, Peachtree City-Falcon Field Airport aviation director, said that the primary surface zone was calculated by measuring 200 feet out from the primary runway and then measuring a distance of 10,000 feet from the airport. Crosby said that, when the applicant submitted the plan, the Airport staff determined that it was close to the horizontal plane, but that it was definitely within the conical surface. Crosby said both the State and the Federal Aviation Administration (FAA) concluded that the proposed tower penetrated the conical surface by 48 feet. The Airport Authority hired an engineer, who also concluded the proposed tower exceeded the limits of the ordinance. Crosby said that any penetration had the potential for harming the airport's operation.

Jeffrey Evans of T-Mobile addressed Council and said his firm was the original applicant for the tower in March of this year. He said they targeted this property due to the industrial zoning, and they felt confident it met the intent of the ordinance on where towers should be located. Evans reiterated that they met all the provisions of the existing zoning ordinance.

Evans said the conceptual site plan was approved by the Planning Commission pending FAA approval of the tower. He said on May 30 he received a copy of the FAA's "No Hazard" determination based on the existing conditions and operations at the airport. The Airport Authority objected because it affected their proposed instrument landing approach.

Evans concluded by saying that they had a 160-foot structure that promoted co-location per the ordinance and was determined a "No Hazard" by the FAA.

Plunkett asked how much reduced service area customers would receive if the height were reduced. Evans said significantly less because, with over 25% of the height gone, they would not build the tower.

Albert Yogel addressed Council, saying he was a pilot. He said with the flight pattern over Line Creek, the tower should not have a negative impact and might benefit by serving as a landmark.

Juan Matute said he was a retired aviation employee. He said he did not think it was within Council's power to grant a variance on air safety. He also said that all residents needed good quality cell phone coverage, and he felt the City should be proactive in identifying sites for cell towers. Matute asked what the City's liability would be if the tower were approved and then an aircraft hit the tower. He said the City should have something more definite from the FAA.

Crosby again addressed Council, saying there was a debate on the FAA letters of "No Hazard." He also stated that the flight pattern could be changed at any time.

Hearing no further comment, Mayor Logsdon closed the public hearing.

Kourajian asked how the 808-foot elevation of the airport was determined. McMullen said it was based on the point at the end of the runway that served as the primary approach, and then the horizontal surface was measured at 10,000 feet out from that point. Crosby clarified that the 10,000 feet was determined by measuring out 200 feet from the entire surface of the runway, and then the 10,000 feet extended beyond that measurement. Crosby provided a drawing that provided some information on the various surface zones (drawing is included in the official meeting file).

Plunkett asked if would help to move the tower to the northern portion of the property, which was further away from the airport. Evans said the Planning Department had indicated the entire site would not work. Boone reiterated that a survey was needed to determine the precise location of the tower within the surface zones. Rast said it would be helpful to have a drawing from the Airport Authority delineating the surface parameters and providing the different height limitations within each surface zone.

Rutherford moved to table the item to the January 18 agenda, with the Airport Authority to provide a delineation of the surface zones, following which the applicant should provide a survey of the property to pinpoint the location of the tower relative to the zones. If the tower fell outside the zones, the applicant would be reimbursed the variance fee. Plunkett seconded the motion. Motion carried unanimously.

Crosby indicated the Airport Authority would have the delineation within 30 days, and McMullen confirmed that it would be provided to the applicant upon receipt.

**12-06-03 Presentation by John Pero Regarding Fence Issue**
John Pero of 113 Sweetwater Oaks addressed Council, saying he was a long-time resident who wanted to leave things better than he found them. He said that his home was on a busy path, and his home had been vandalized several times. He and his wife installed a custom-built, metal security fence with security lighting to help address the problem.

Pero said in late 2005, he came to the Building Department to obtain the permit, after which the fence was inadvertently installed on City-owned property. Pero said he was looking for solutions, and had talked to several departments, including the Building Department and Public Works, as well as several elected officials. One recurring comment was the possibility of a land swap with the City.

Pero said the issue came to light after the City widened the adjacent cart path, which in turn routed water onto his lot and shorted out the security lighting. Public Works came to inspect the problem and realized the fence was in the greenbelt. The fence failed final inspection.

Pero said his understanding of a land swap indicated the City had to receive an equal or greater amount of property in the exchange. He said he hired a local surveyor and had two options, an even exchange of either 486 square feet or 535.5 square feet. Pero said he could not put the fence on his property line because then he could not turn a car around in his driveway or open the doors on a parked car.

Logsdon clarified that there was a row of trees between the driveway and the fence, and those trees were actually on the property line, so placing the fence inside the trees would actually cause the problem.

Pero said he needed security at his home, and he needed some alternatives from the Council. He was hoping for a land swap, in which he would move the fence four feet toward the property line and exchange property outside the current wooden fence on the rear side of the property.

Logsdon said one option was the removal of the trees on the property line, which would allow the fence to be located on the existing property line.

City staff projected some photographs of the fence, showing the property line pins located nine feet inside the fence along the tree line.

Logsdon said he was fearful of setting a precedent and of basically telling the public that, if someone lived on a greenbelt and wanted a wider lot, all they needed to do was fence in City property. Logsdon said he sympathized with Pero's problem, but he was uncomfortable with an exchange.

Logsdon asked for staff's opinion. McMullen said he was also uncomfortable with the precedent because it would set the City up for making a determination on whether something was done on purpose or was an accident.

Kourajian asked what would be wrong with a land swap. He noted that a similar situation had arisen with Group VI extending a building six inches into the setback, and the City suggested that they pursue a land swap with the adjacent property owner. Kourajian asked if it was an issue of residential areas versus commercial areas. Rutherford said she felt that, in this instance, the problem lay with the encroachment onto the City's property. Kourajian said what he looked at was the usage of City property, and he did not see a specific usage for either the current greenbelt property or the property that Pero proposed to exchange. He said that, while there might be opportunities for people to abuse the system, he felt Pero's proposal was fair.

McMullen said his other primary concern was the ongoing problem of homeowners around the two lakes encroaching into greenbelts. He said that, if the City started trading greenbelt property around the lake, staff would lose more control than was held at this time, and control was currently a struggle.

Kourajian asked how this differed from businesses proposing to swap land with the City for development. McMullen said that, personally, he felt that if the City had property it wanted to dispose of, it should sell it to the highest bidder.

City Attorney Ted Meeker noted that there was also a sanitary sewer easement in the greenbelt in question, which would necessitate the Water and Sewerage Authority's (WASA) blessing of any land swap or sale.

Logsdon said he felt the lakeshore enforcement problems were the more important issue. Rutherford said that it was never comfortable to sit on Council when a citizen had made a mistake, but she had a problem with approving a land swap. She said there were other situations like this existing throughout town, and she felt all those people would wind up before Council wanting to buy or swap for greenbelt. Rutherford noted that, within the last five years, they had made a resident remove a playground and retaining wall that had encroached into City-owned greenbelt.

Barbara Pero, co-owner of the property, addressed Council, saying she had a problem with the City approving the fence and then making them take it out. Rutherford clarified that the permit was granted, but the fence had not been built on their property as indicated. Mrs. Pero said she thought a precedent had been set by allowing land swaps. She said she and her husband had paid for two more surveys to come up with options. Logsdon and Rutherford reiterated that the encroachment into the greenbelt was the real issue. Rutherford said consistency was needed, and they could not say greenbelts were important, and then say this one is more important than that one and start approving random changes within them. Kourajian noted that variances existed so Council could use some discretion in the application of ordinances.

Kourajian asked what the process would be for a land swap. Meeker said that appraisals would have to be performed on both pieces of property, and then there would need to be a public hearing, followed by a vote by Council. Boone asked what restrictions the WASA easement would place on a sale of the property. Meeker said the sale would be subject to keeping the easement. Meeker added that the City would be hard-pressed to sell the property because it was a small sliver of land and therefore a non-conforming lot. He said, legally, it would be cleaner to swap the property if Council wanted to do so. Kourajian clarified that a land sale could be done, and Meeker agreed.

Pero asked Council for direction and options. Plunkett said the options she saw were tearing down the fence, moving the fence onto his own property, swapping the property, and purchasing the property. Pero asked if he could donate the fence to the City. McMullen said that would still set a precedent. Pero asked for a general sense of how Council felt about the matter.

Plunkett said this Council had been very reluctant to grant variances, and she saw this request as falling into that type of action. Plunkett felt it would set a bad precedent.

Boone said that, if he were in Pero's position, he would cut down the trees and move the fence to his property line. Boone agreed to come by the site and look at the impact on the driveway.

Rutherford said she felt it would set a precedent.

**12-06-04 Request from Becky Timmis to Address Council**

Becky Timmis said that a committee had been formed by Rick Davidson to recognize the contributions to the community by Beth Wortman, who died in a car crash this year. Because of Wortman's work at the Tennis Center and involvement in tennis, the committee was requesting to put a plaque at Court 1 of the Tennis Center in her memory.

Plunkett moved to approve the request. Boone seconded.

Kourajian asked about the size of the plaque. He said he was prepared to approve something, but wanted some details. Timmis said it would be similar to that provided for Tom Farr. Logsdon said the plaque and stand should be no larger than Farr's. McMullen asked that the location of the plaque and stand should be coordinated with the City Engineer to ensure that maintenance vehicles still had the necessary access.

Plunkett amended her motion to approval subject to later Council approval of location and design. Boone seconded the amendment. Motion carried unanimously.

**12-06-05 Consider PCTA Reimbursement Agreement**

Financial Services Director Paul Salvatore said this was a housekeeping contract to formalize the City's relationship with one of its component units. He said it covered payments the City received from the Peachtree City Tourism Association for tourism-related events such as the July 4th parade.

Rutherford moved to approve the agreement. Boone seconded. Motion carried unanimously.

***(Note: Item 12-06-06 Consider Funding Additional Firefighters, was removed from the Agenda prior to the meeting date)***

**12-06-07 Consider Bids for Street Sweeping**

City Engineer Dave Borkowski addressed Council, saying street sweeping services for parking lots, commercial streets, and arterial streets had been included in Peachtree City's Phase II Stormwater Permit. Bids had gone out for those areas plus some additional streets. The lowest responsive bid was for $63,626.88. Borkowski said this was less expensive than performing the work in-house, and that funds would be reappropriated from the Stormwater Utility to pay for the cost.

Rutherford moved to approve the agreement for 2007, with two one-year automatic renewals. Kourajian seconded.

Plunkett clarified the reason for the contract was to keep pollutants out of the water. She asked if the City did not previously perform street sweeping. McMullen said it had been performed in the past, but not on any regular schedule. Rutherford asked if similar measures would be required from other companies. Borkowski said this was a commitment made by the City only as a good-housekeeping component of the permit.

Kourajian asked how the streets were identified for inclusion. Borkowski said the permit included a commitment for City-owned parking lots, commercial streets, and arterial streets. The remainder were areas known for a high volume of trash and debris. Rutherford noted that Peachtree Parkway was included on the list, but asked, if it had not been, could it be added following a special event such as July 4th. Borkowski said yes, and that any additional requests would be charged based on the rate quoted for the contract.

Kourajian asked how staff determined that the contract was cheaper than having Public Works do the work. Borkowski said Public Works staff performed the cost analysis, based on the cost of employee hourly rates, benefits, and equipment costs. Borkowski noted that the current street sweeper was not adequate to perform the work required.

Kourajian asked if the cost would increase over the second and third year. Meeker said he did not recall any automatic increases, but noted that there was a mutual termination clause. Kourajian asked if there would be a regular schedule, so those on and near affected streets would be aware of the program. Borkowski said a specific schedule had not been identified, but the contract specified the work would be performed during the evening hours. Kourajian asked that affected residents be notified by the City web site, UPDATE newsletter, and press releases to move cars from lots to be swept.

**12-06-08 Consider Bids for 11 New Police Cars**

Camburn said the City had solicited bids for 11 vehicles, and that Allen Vigil Ford had submitted the lowest bid. Rutherford asked if the additional funding had been put aside for the after-market accessories to equip the cars. Camburn confirmed that adequate funds were available.

Rutherford moved to approve the purchase of 11 cars, four new and seven for replacement, from Allen Vigil for $228,690, not including after-market accessories. Plunkett seconded.

Boone asked if the replaced cars would be sold on the Internet. Camburn said some might be, but some would be recycled to other departments. Logsdon asked if seven vehicles were replacement vehicles, did that mean seven vehicles would be leaving the overall city fleet. McMullen said yes, unless there was a need for a vehicle in another department where there was currently no vehicle, but he was unaware of such a situation. Motion carried unanimously.

**12-06-09 Consider Cancelling December 21 Meeting**

Plunkett moved to cancel the December 21 Regular Meeting. Kourajian seconded. Motion carried unanimously.

Rutherford noted that, if an agenda had to be overloaded to cancel a meeting, she preferred to hold the meeting as originally scheduled.

**12-06-10 Consider Brand Name and Sole Source for E-Forms Software**

System Administrator Matt Robinson addressed Council, saying that the Police Department was looking at purchasing the E-forms software from USA Software for $62,888. They were requesting Council approval under the Brand Name and Sole Source Purchase provisions of the ordinance. Robinson explained that the software would integrate the forms into the existing records management software the department already used by USA Software. While another company made similar software, the cost to integrate it into the records management system would be much greater.

Rutherford asked if the purchase met the City's sole source requirements. Camburn said yes.

Rutherford moved to approve the Brand Name/Sole Source purchase of the E-Forms Software from USA Software in the amount of $62,888. Boone seconded the motion. Plunkett asked if the item was in the budget. Camburn said yes. Kourajian asked if the cost included maintenance, support, and training. Robinson confirmed this. Motion carried unanimously.

**12-06-11 Consider Membership in ICMA Consortium for Performance Measurement**

McMullen said staff was requesting that Council authorize entering an agreement to partner with other cities in Metro Atlanta for the collection of data from the members in 15 areas. After collection, ICMA would analyze the best practices, noting who was doing well and why. The goal was to improve operations for all the participants. McMullen said the cost was $5,250 per year. If

10 cities participated, the $3,900 training fee would be waived. McMullen said 15 cities had expressed a strong interest, so the 10-participant requirement should be met.

Kourajian asked what the benefit to the City would be, particularly if all the other participants rated lower. McMullen said that if Peachtree City were the template, it would be good to know, but staying in the program in the future would not be of any real benefit; however, the City might not be the template in all areas, and could gain insights into improvement. Rutherford noted that participation here also gave access to results from areas outside Metro Atlanta. McMullen said participation would let the City know in a concrete way how it stacked up. Logsdon said he felt it was worth participating for a year. Plunkett said that, if it turned out not to be a benefit, then they would re-evaluate for next year.

McMullen told Council the projected timeline for the project included training in January and data collection in late winter, with results published within a couple of months after that. The three-day training would focus on city managers the first day, directors and chiefs and other department personnel on the second day, and then a third day for follow up. The estimated staff time for data collection was five percent of the work-year for the one person dedicated as central control, and one to two percent of the year for the department personnel. Rutherford asked if staff could handle the increased workload. McMullen said he felt staff could because the process worked into the performance-based evaluations and budget elements.

Rutherford moved to authorize the expenditure of $5,240 from Council Contingency with the stipulation that the City would not participate if a total of 10 cities did not participate. Boone seconded the motion.

Kourajian asked if McMullen had seen samples of the program because he was still not sold on the idea. McMullen said he had not, but noted the process might become a requirement under the Government Accounting Standards Board (GASB) standards. Motion carried unanimously.

Kourajian moved to extend the meeting past 11:00 p.m., if necessary. Rutherford seconded. Motion carried unanimously.

**Council/Staff Topics**

**Briefing on the McIntosh Village Traffic Study**

Borkowski gave a presentation to Council to provide an overview of the traffic study associated with the McIntosh Trail Village Development of Regional Impact (DRI) Traffic Study. A copy of the Power Point is included in the official meeting file.

Borkowski noted that this was a 1,600-acre site in Coweta County that was bisected by the proposed TDK/Vernon Hunter Boulevard and featured approximately 600,000 square feet of retail, approximately 119,650 square feet of office space with 164 live/work residential units, and approximately 3,000 single family homes. The site also had a proposed church and elementary school, and build-out was expected in 2016.

Borkowski said the Traffic Analysis Report featured several intersections in the City, showing current traffic levels, projected traffic levels in 2016 without the DRI, and projected traffic levels in

2016 with the DRI. The City intersections included in the study were SR 74 and Peachtree Pkwy, SR 74 and SR 54, SR 74 and TDK/Crosstown, and Crosstown and Peachtree Pkwy.

Traffic increased at all intersections by 2016, both with and without the DRI. However, the project had particular impact on traffic north and southbound at SR 74 and Peachtree Parkway (adding approximately 200 cars in each direction during the peak hour); north and southbound traffic at SR 54 and SR 74 (adding approximately 200 cars southbound and 300 cars northbound during the peak hour); and at SR 74 and TDK/Crosstown (adding approximately 600 cars turning from TDK northbound onto SR 74, approximately 50 cars going straight from TDK to Crosstown, and approximately 85 cars turning from TDK southbound onto SR 74 during the peak hour). The study also estimated greater evening and weekend traffic at Crosstown and TDK due to the anticipated travel to and from shopping in the new commercial areas. The study anticipated a less than 20-vehicle increase per direction at the Parkway and Crosstown during the peak hour due to the DRI.

There were also intersection improvements required by the Georgia Regional Transportation Authority (GRTA) based on the DRI. The report indicated that a traffic signal would be needed at the Parkway and Crosstown Road (currently funded in the Regional Transportation Plan and in the City's PIP as Intersection Improvements). Additional required improvements were:

2016 Peachtree City Improvements needed without DRI:

- At the intersection of SR 74 at Peachtree Parkway, add a second westbound left turn lane to create dual left turns (Currently not programmed by DOT or City)
- At the intersection of SR 74 at SR 54, add second northbound and westbound left turn lanes to create dual left turn lanes, add a third westbound through lane, and add a receiving lane on westbound SR 54 to allow free southbound right turns (Currently only the northbound left turn lane is programmed in the ongoing 74 widening project)
- At the intersection of SR 74 at TDK Blvd/Crosstown Road, add second southbound and eastbound left turn lanes to create dual left turn lanes (Currently not programmed in ongoing 74 widening project or by the City)
- At the intersection of Peachtree Parkway at Crosstown Road, install a traffic signal [Currently funded in the Regional Transportation Plan (RTP – Q23 funds) and in the City's PIP]

2016 Peachtree City Improvements needed with DRI:

- At the intersection of SR 74 at Crabapple Lane/Peachtree Parkway, add third northbound through lane (Currently not programmed by the City or DOT)
- At the intersection of SR 74 at SR 54, add third northbound and southbound through lanes and add an exclusive northbound right turn lane (Currently programmed in the ongoing 74 widening project)
- At the intersection of SR 74 at TDK Blvd/Crosstown Road, add second northbound, southbound, eastbound, and westbound through lanes; add a second northbound and westbound left turn lanes to create dual left turn lanes; and add a second southbound right turn lane and receiving lanes to create dual free right turn lanes (Currently not programmed in the ongoing 74 widening project or by the City)

Council questioned the lack of anticipated traffic increase coming in from SR 54. Borkowski noted that the study was based on a number of assumptions. In this case, the assumption was that the majority of traffic would be taking Coweta County roadways directly to the interstate. Borkowski added that, if the assumptions were wrong, the projections would be equally wrong.

Kourajian noted that, according to the study, proposed development would not increase traffic tremendously at the Braelinn Village Shopping Center. Plunkett asked what Peachtree City and the Council could do about the development and the road improvements GRTA was requiring in th City. McMullen said there was a meeting in Coweta County the previous Tuesday at which GRTA received input from the affected localities. McMullen said GRTA was looking at issuing a Notice of Decision on the DRI the following Monday.

Plunkett asked what agency had control over GRTA that monitored when they were not following their own rules, namely in placing requirements on jurisdictions that had no input into approving a project. Rutherford noted that, to date, no one had challenged GRTA's authority on these projects. McMullen said the only agency with an ability to affect the situation was Coweta County, and he indicated the project would have far more impact on their traffic than on Peachtree City's. Rutherford added that GRTA was basically saying that construction in another County required the City to make traffic improvements to accommodate that construction. Plunkett asked staff to develop a plan for January, when Council would be putting together its requests to the Legislative Delegation, on how to approach this issue. Rutherford reiterated that the real objection was being made responsible for infrastructure without being given an opportunity for input. Plunkett added that the McIntosh DRI appeared to be too large until GRTA could explain how the required road improvements would be made. Plunkett also noted that the study did not factor in the proposed West Village annexation.

## XI. Executive Session

Rutherford moved to convene into executive session for threatened or pending litigation and a personnel matter. Boone seconded. The motion carried unanimously.

Rutherford moved to reconvene in regular session. Kourajian seconded. The motion carried unanimously.

Plunkett moved to authorize the City Attorney to file the necessary appeal and legal action against GRTA regarding the McIntosh DRI. Kourajian seconded. The motion carried unanimously.

There being no further business to discuss, Rutherford moved to adjourn. Plunkett seconded the motion. The motion carried unanimously. The meeting adjourned at 11:44 p.m.

Betsy Tyler, Deputy City Clerk

Harold K. Logsdon, Mayor

**City Council of Peachtree City**
**Minutes of Special Called Meeting**
**December 14, 2006**
**6:00 p.m.**

The City Council of Peachtree City held a Special Called Meeting on Thursday, December 14, 2006, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 6:00 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

The purpose of the meeting was to consider the acceptance of the dedication of the TDK right-of-way from the Peachtree City Airport Authority (PCAA) and to hold an executive session.

City Attorney Ted Meeker addressed Council regarding the consideration of the acceptance of a quitclaim deed dedication of the right-of-way necessary for the TDK Boulevard extension. Meeker noted there were additional documents on the dais, including copies of the quitclaim deed from the PCAA to the City and the limited warranty deed from PCH Investments, LLC, to PCAA, which actually conveyed the right-of-way to the PCAA on November 1. The last document was the survey plat that incorporated the road.

Logsdon asked Meeker to explain why Council was holding the special called meeting. Kourajian told Logsdon that he felt Council was being bullied into making a decision in the 11th hour. He continued that he also felt bullied with the GRTA decision on the Developments of Regional Impact (DRIs). Council needed to take a step back and decide what was best for the City.

Kourajian moved to deny the acceptance of the dedication of TDK right-of-way from the Airport Authority; that the enhanced runway safety area of Falcon Field remain as it was following the purchase from Sequoia Golf, that Council request an extension until January 18, 2007, from Pathway to accept the right-of-way, that Council not support the TDK extension in its present form, and that Council encourage the Fayette County Board of Commissioners to withdraw their support and funding. Those conditions were to stay in effect until such time as a more comprehensive traffic plan was established that would address traffic congestion in and around Peachtree City, alternate primary traffic routes to I-85 North were provided, financial assistance to the required City intersection improvements was provided, and the impact to Falcon Field was assessed. Plunkett seconded.

Meeker answered Logsdon's earlier question. He said that the limited warranty deed between PCH Investments and the PCAA had a reversion clause. With the typical reversion clause, the title to the property would revert back to the original owner, the person who conveyed the property, if certain events did not happen. There were two events under which the property could revert back to PCH Investments. The latter was the building of the road within three years, which staff had been aware of at least two weeks prior to the closing. The other event was that the City had to accept the dedication of the right-of-way by December 15, 2006.

Rutherford asked when the reversion clause had been added. Meeker said it had been added sometime between when the draft was forwarded to the City for review, when the City said there was no problem with the three-year requirement for road construction, and the closing date among the other parties. The City was not a party to any of the closings. Kourajian asked when that occurred. Meeker said it was approximately two weeks prior to the closing on November 1.

Plunkett asked Meeker when the City became aware of the December 15 deadline. Meeker said it was on Tuesday, December 12, around 10 a.m. Rutherford noted that the City became aware of the deadline during the PCAA Selection Committee interviews. City Manager Bernard McMullen said that was correct. Meeker said McMullen called him, then Meeker called Doug Warner, the PCAA attorney.

Plunkett asked if there had been any communication from Pathway Communities regarding the approaching deadline. Meeker said he not heard anything from Pathway. After speaking to Warner, they looked into it further. Meeker continued that he had spoken to Warner a few weeks ago and told him the acceptance should be on the January 18, 2007, Council agenda. Kourajian verified that was after the closing. Meeker said yes. He continued that Warner told him he had immediately contacted Pathway to request an extension of the deadline following their conversation on Tuesday. Rutherford said she understood Pathway had been willing to grant an extension providing the City paid the legal fees. Meeker said he understood the initial response was Pathway did not think there would be a problem extending the deadline. Subsequently, they requested the PCAA cover the legal costs associated with drafting the extension.

Meeker continued that he spoke with Warner and his associate Matt Ramsey on Tuesday afternoon, who said it would be better for Meeker to speak with the PCH Investments' attorney. Meeker said he had spoken with PCH Investments a couple of times over the last few days, and they were not willing to extend the deadline.

Rutherford said she understood that they wanted the City to pay the legal fees for the extension, not that they were not willing to grant an extension. Logsdon said he was not willing to pay the fees. He also spoke to Doug Mitchell of Pathway/PCH. The gist of that conversation was that Pathway preferred the property revert back to them rather than grant an extension. Logsdon said he preferred to have the right-of-way under City control, so the City could dictate what happened, rather than have it in the developer's control.

Plunkett asked if the clock started ticking on the three-year road development if Council accepted the right-of-way at this meeting. Meeker said that clock started at the closing on November 1. Plunkett asked if the closing started the ball rolling for funding from the Department of Transportation and the County Commission. Meeker said the closing was a step in the process, but was not the end step. Plunkett said if the right-of-way was in Pathway's hand, nothing would happen because they did not have the resources to build the road. Meeker said the City could not build the road until the right-of-way was obtained.

Logsdon said that the developer could build the bridge and the road, but he felt the City was better off if it was in its hands. He had spoken with Fayette County Commission Chairman Greg

Dunn and Commissioner-elect Jack Smith that day, and he was told the Commissioners did not intend to build the road if the City did not want it.

Kourajian asked if the bridge would land on City, County, or Pathway property. The developer would need approval to build the bridge from the City or County if the developer did not own the property the bridge would land on. Meeker said that, based on the plat on the dais, the road would have to go through some Fayette County property. McMullen said, to the best of his knowledge, Fayette County owned property around the dam and where the bridge would land. The plat on the dais did not show the property all the way to the dam. Rutherford said she recalled that the County owned the land to the creek.

Boone asked about the FAA grant used to purchase the land. He asked if the City would have to pay for the land twice if the right-of-way reverted back to Pathway. Meeker said that, according to Warner, it was not a situation where the City would have to pay twice for the property. There was some property trading involved. Pathway was given money for the roadbed that was at issue, but they also agreed to donate the roadbed of the former TDK plan to the PCAA. He had not seen all of the closing documents, but the bottom line was that the PCAA used certain FAA money to acquire the two holes of the golf course and some of the surrounding property. Sequoia Golf used that money to purchase some of the land needed to re-locate the golf holes.

Rutherford noted that there were at least two opportunities before the City had to make a final decision on the road. Meeker said there would be at least two more occasions where issues would be brought back to Council. Rutherford clarified that the City would have control over the property if Council accepted the right-of-way at the meeting. Meeker said the City would have to ask Pathway for the property again if the right-of-way reverted back to their ownership. Boone said that would be where the City could be held hostage again. He would rather see the property in the City's control, with or without TDK Boulevard.

Kourajian said Council would be making an emotional decision if the right-of-way was accepted at this meeting. He said the City could go to the PCAA to get the money for the legal costs. Boone asked why Council would want to spend City money. Rutherford said it would be PCAA money. Logsdon said the PCAA felt it was not obligated to pay the fees since Council was responsible for the acceptance. Kourajian said if Council had been told about the deadline, the City would not be in this position.

Logsdon said he wanted the City to have control of the right-of-way. Boone agreed. If the right-of-way was in the City' control, it would be a win-win for everyone, and the City could mandate in the future whether there was a decision to extend TDK or not. Plunkett said Council was allowing someone else to dictate to them now. She read all the documents, but had only had 12 hours to digest the information.

Rutherford clarified that Pathway was not willing to extend the deadline. Meeker said that, by his interpretation, the acceptance had to be by midnight. Until now, the answer had been no on extending the deadline, and he saw no reason for Pathway to change its mind before midnight.

Kourajian asked how Meeker knew Pathway was not willing to discuss an extension. He asked Meeker when he last spoke to them. Meeker said he spoke to the Pathway attorney at 4 p.m. that day. Kourajian stood by his motion. Logsdon said Council might be pushed into making a decision, but felt there had been time to make a rational decision. Any time the City had control, it was better. Kourajian did not disagree with the fact that control was best, but said there must be a reason Pathway did not want to extend the deadline. He questioned why. Rutherford asked why Pathway had slid the reversion clause in the agreement between the time the City had looked at the draft and the time the agreement was signed. Plunkett said there might be a perfectly legitimate answer, but Council could not get that answer due to the arbitrary time constraints.

Rutherford asked how Council could be sure Pathway would be willing to give the right-of-way back. Meeker said he was told the right-of-way would be donated to the City when the City was ready to take it. Rutherford questioned how the City could be sure that would happen. Boone said the City could be held hostage again if Pathway and Tom Reece got together and put in a road. He had a problem with not having control of the property. Plunkett said she was not ready to accept the right-of-way.

Rutherford asked if Council chose to accept the right-of-way, but chose not to build the road, then could the City just plant flowers in the right-of-way. Meeker said yes, but the right-of-way with the flowers would revert back to Pathway if the road was not completed in three years. Rutherford reiterated that Council still had to approve at least two more steps, including engineering funds. Plunkett said if Council did nothing in the next year, there was no way the road would be completed within three years.

Logsdon said Pathway's concern for the road was their landlocked property. Rutherford clarified there was a triangle-shaped parcel owned by Pathway that needed access. She asked where it was located in relation to the right-of-way. Meeker showed where the parcel and the right-of-way in question were located on the plat.

Logsdon opened the floor for public comment. Meeker reminded Council there was a motion on the table. In order to take public comment, he said Council Member Kourajian should withdraw his motion, and Council Member Plunkett should withdraw her second. They could listen to the public comment, then renew the motion. Kourajian asked if another Council Member would make a motion in his stead if he removed his motion. Council agreed to let Kourajian renew his motion. Kourajian withdrew his motion. Plunkett withdrew her second.

Residents who addressed Council included Steve Brown, Richard Spain, Gale Sanders, Doug Sturbaum, Laura Johnson, Darcy Pitts, Dixie Jennings, Phil Jones, Jim Savage, and Juan Matute. Their comments included the following:

- The original premise for building the road was traffic relief.
- Traffic numbers and models were always deflated when developers' engineers did the studies.

- The Coweta County Developments of Regional Impact (DRI) would significantly affect traffic.
- There was a significant amount of undeveloped land in eastern Coweta County, even when taking the three DRIs into consideration.
- The TDK extension was a key route in Coweta County's transportation plan.
- Falcon Field's runway zone was protected without accepting the right-of-way.
- The TDK extension was a key route in the development of that area of Coweta County.
- There were questions as to when the reversion clause was added and why Council had not been informed.
- The developer's control of the 11th hour decision put the control in their court.
- The TDK extension only benefited Coweta County.
- There were concerns that there had been no public hearings or input for such an emotional issue.
- There were questions as to how the City got into this situation.
- Big box development should be stopped to alleviate traffic.
- Pathway normally threw in contract changes at the last minute.
- Accepting the right-of-way was not a negative; control of it was positive.
- Change was inevitable, but it should be managed.

Rutherford said the City had appealed GRTA's Notice of Decision. Logsdon said he had spoken with GRTA that day, and the dialogue had been good. They were going to review the Notice of Decision.

Logsdon noted that the City held a workshop a few months ago on the TDK extension and had invited all the elected officials in Fayette and Coweta Counties. No one attended from Coweta County. Fifteen people spoke – seven in favor of the extension and eight against. The Chamber of Commerce spoke in favor of TDK. Rutherford added there had been public input on multiple occasions. Rutherford said that, even if Council accepted the right-of-way, the process was not over. Kourajian recalled that County Commissioner Dunn said the County had enough money to build a two-lane bridge, but not a four-lane bridge as GRTA put in the Notice of Decision. Rutherford said she would not support a four-lane bridge. Logsdon said no one would. TDK was designed as a relief corridor, not anything further. Rutherford noted that the TDK extension would provide another cross-county route, which was needed. The TDK extension was not a bad thing. She said they had to look at all the information.

Logsdon said that Fayette County and Coweta County would double in population over the next several years. Georgia 54 would not be able to handle that traffic. There had to be other east-west corridors into Coweta County, maybe at Crabapple or Dogwood. Georgia 54 would get slammed with the growth. Logsdon said he told the state that the GA 54/GA 74 was stressed and could not handle another four-lane road dumping traffic onto it. There needed to be more four-lane roads leading to I-85 in Coweta County. He said the City had to be a regional player; it could not be isolated.

Boone said that in DRI the plan was to four-lane old 85 on the south side. There should be pressure on the Fayette County Commissioners to work with Coweta County and the legislators to examine and look at four-laning corridors in Coweta County to alleviate the problems on GA 54. All the future development was going to jam GA 54 up again.

Plunkett said that Coweta County could do whatever it wanted, and the City and Fayette County did not have a say in that. Those people would want to come this way. TDK could be one of the solutions, but it was not just residents, but also commercial development. Commercial development would not go in without access to Fayette County. Her concern was building TDK without trying to direct the growth in the surrounding area so it was more reasonable and manageable. Boone noted that the City's original population was projected to be 80,000 with a clover-leaf at GA 54/GA 74. Instead, the City had 36,000 after 50 years. Reece and the other developers had aggressive plans that would happen over time, possibly past 2016.

Rutherford said the only thing that would bring the City to the table in Coweta County was to build the TDK extension. If the City was not at the table, it would not have a voice. Boone added that GRTA's plan was for a four-lane road and four-lane bridge. The City had to have a seat at the table. Rutherford said it was appropriate to look at the choices the City had at this meeting; it would not be the last opportunity to make or break the road. It was the first of many challenges.

Kourajian explained how the situation for the special called meeting had come about. Council had been aware that the agreement between the PCAA and Pathway required the road to be built within three years, but there had been nothing in the draft Council and staff had seen about the deadline to accept the right-of-way. Everyone had tried to work it out and had spent until 5 p.m. on December 13, the deadline for the special called meeting notice, trying to do so. Rutherford added that, so far, all of the contracts had been signed outside the realm of the City, which was why Council looked ridiculous and was unhappy.

Kourajian reinstated his earlier motion to deny the acceptance of dedication of TDK right-of-way from the Airport Authority; that the enhanced runway safety area of Falcon Field remain as it was following the purchase from Sequoia Golf, that Council request an extension until January 18, 2007, from Pathway to accept the right-of-way, that Council not support the TDK extension in its present form, and that Council encourage the Fayette County Board of Commissioners to withdraw their support and funding. Those conditions were to stay in effect until such time as a more comprehensive traffic plan was established that would address traffic congestion in and around Peachtree City, alternate primary traffic routes to I-85 North were provided, financial assistance to the required City intersection improvements was provided, and the impact to Falcon Field was assessed. Plunkett seconded.

Rutherford questioned the following wording in the motion – "Council not support the TDK extension in its present form." She said the present form was two lanes and asked Kourajian if he supported four lanes. Kourajian said that he had supported TDK for three years, as a traffic relief. Rutherford asked if he approved the current two-lane plan. Boone noted that the City was not getting an extension on the right-of-way acceptance. Kourajian continued that he did not support any plan until the conditions in the motion were met. Boone referred to the portion of the motion requesting the extension of the deadline. Boone noted that, as of 4:00 p.m., the City would not get an extension. Kourajian said if Pathway wanted to hold a gun to the City's head later in order to get the right-of-way, it was their prerogative. He was not prepared to make a decision on an 11$^{th}$ hour conundrum that said he had to decide now. If the Mayor and City Manager had not been in that meeting, it would have reverted back anyway. Logsdon said the clause was caught in time to make an informed decision in a controlled environment. Kourajian said he did not believe in coincidence or that it just happened to come up. Rutherford said she was more concerned that the PCAA had not told Council about the addition of the reversion clause. She asked Kourajian what he expected to learn by January 18. Kourajian said he did not know, but he did not feel he had to make a quick decision.

The motion was defeated 2 (Kourajian, Plunkett) to 3 (Logsdon, Boone, Rutherford).

Plunkett moved to adjourn the meeting. Kourajian seconded. The motion failed 2 (Kourajian, Plunkett) to 3 (Logsdon, Boone, Rutherford).

Rutherford said it was not an easy decision. It should be made with more information. She moved to accept the right-of-way for TDK. Boone seconded. Kourajian asked Rutherford to include a friendly amendment to add the additions from his motion. Rutherford amended her motion to include that accepting the right-of-way did not mean Council supported building the road. Boone seconded the amendment. The motion carried 3 (Logsdon, Boone, Rutherford) to 2 (Kourajian, Plunkett).

Plunkett said Rutherford's point was well taken. Now that the right-of-way was accepted, there should be public input and more information in order to make the best decision possible. The other Council Members agreed.

Kourajian moved to convene in executive session for threatened or pending litigation and a personnel matter. Rutherford seconded.

Rutherford moved to reconvene in regular session. Kourajian seconded. The motion carried unanimously.

With no other business to discuss, Kourajian moved to adjourn the meeting. Boone seconded the motion. The motion carried unanimously. The meeting adjourned at 8:01 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

# 2007 City Event Calendar

| January | February | March |
|---|---|---|
| 1/01 – New Years, City offices closed<br>1/02 - City Council Workshop (Tentative), 6:30 pm<br>1/4 – City Council Meeting, 7 pm<br>**1/6 – Christmas Tree Recycling** (Recycling Ctr, Home Depot, KVSC)<br>1/15 – MLK Day, City offices closed<br>1/18 – City Council Meeting, 7 pm | 2/1 – City Council Meeting, 7 pm<br>2/6 - City Council Workshop (Tentative), 6:30 pm<br>2/15 – City Council Meeting, 7 pm | 3/1 – City Council Meeting, 7 pm<br>3/6 - City Council Workshop (Tentative), 6:30 pm<br>3/15 – City Council Meeting, 7 pm |
| **April** | **May** | **June** |
| 4/3 – City Council Workshop (Tentative), 6:30 pm<br>4/5 – City Council Meeting, 7 pm<br>**4/14 – Spring Yard & Garden Show**<br>4/16 - Tour de Georgia begins in Peachtree City<br>4/26 - City Council Meeting, 7 pm | 5/1 - City Council Workshop (Tentative), 6:30 pm<br>5/3 – City Council Meeting, 7 pm<br>**5/5&6 – Spring Cleanup**<br>**5/12 – Touch A Truck**<br>5/17 - City Council Meeting, 7 pm<br>5/28 – Memorial Day, City offices closed **Memorial Day Celebration** | 6/5 – City Council Workshop (Tentative), 6:30 pm<br>6/7 - City Council Meeting, 7 pm<br>6/21 - City Council Meeting, 7 pm |
| **July** | **August** | **September** |
| 7/3 – City Council Workshop (Tentative), 6:30 pm<br>**7/4 – Independence Day – City offices closed, Parade & Fireworks**<br>7/5 – City Council Meeting, 7 pm<br>7/19 – City Council Meeting, 7 pm | 8/2 – City Council Meeting, 7 pm<br>8/7 – City Council Workshop (Tentative), 6:30 pm<br>8/16 – City Council Meeting, 7 pm<br>**8/25 – Kidz' Fest** | 9/3 – Labor Day, City offices closed<br>9/4 – City Council Workshop (Tentative), 6:30 pm<br>9/6 – City Council Meeting, 7 pm<br>**9/15&16 – Shakerag Arts & Crafts Festival**<br>9/20 – City Council Meeting, 7 pm |
| **October** | **November** | **December** |
| 10/2– City Council Workshop (Tentative), 6:30 pm<br>10/4 – City Council Meeting, 7 pm<br>**10/13 & 14 – Great Georgia Air Show**<br>10/18 – City Council Meeting, 7 pm<br>**10/20 – PTC Classic Road Race** | 11/1 – City Council Meeting, 7 pm<br>**11/3 –Chili Cook-Off**<br>11/6– City Council Workshop (Tentative), 6:30 pm<br>11/15 – City Council Meeting, 7 pm<br>11/22 & 23 – Thanksgiving Holiday, City offices closed | **12/1 – Hometown Holiday**<br>12/4– City Council Workshop (Tentative), 6:30 pm<br>12/6 – City Council Meeting, 7 pm<br>12/20 – City Council Meeting, 7 pm<br>12/24 & 25 – Christmas Holiday, City offices closed |

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

*Updated 12/21/06*

# ADMINISTRATIVE SERVICES
## MONTHLY REPORT

**For Month of:** *November 2006*

| | October-06 | November-06 | FY 2007 YTD | FY 2006 YTD |
|---|---|---|---|---|
| **Human Resources** | | | | |
| Workers Compensation Claims Filed | 3 | **1** | **4** | 2 |
| City Vehicle / Equipment Accidents | 1 | **1** | **2** | 4 |
| Lawsuit Legal Fees * | $9,214.88 | **-$3,000.05** | **$6,214.83** | $13,992.93 |

** The negative November balance reflects the reimbursement from liability insurance for $9,260.66.*

| | October-06 | November-06 | FY 2007 YTD | FY 2006 YTD |
|---|---|---|---|---|
| **Municipal Court** | | | | |
| Fines Collected * | $107,680.00 | **$90,041.45** | **$197,721.45** | $239,201.36 |
| Online Transactions | 118 | **89** | **207** | 317 |
| Citations Closed | 451 | **468** | **919** | 1,381 |
| Jail Fund Balance ** | $2,272.04 | **$1,412.13** | **$84,612.90** | $71,819.46 |

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

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

| | October-06 | November-06 | FY 2007 YTD | FY 2006 YTD |
|---|---|---|---|---|
| **Public Information** | | | | |
| New Businesses Registered | 36 | **20** | **56** | 40 |
| Public Contacts, Questions & Complaints * | 81 | **64** | **145** | 139 |

** This includes 4 complaints against Comcast Cable Company, 0 sanitation company complaints, and 3 Open Records/Discovery Requests.*

# PEACHTREE CITY BUILDING DEPARTMENT
## FY 2007

| | Oct-06 | Nov-06 | Fiscal Y-T-D 2007 | Fiscal Y-T-D 2006 |
|---|---|---|---|---|
| **DEVELOPMENT PERMITS:** | 7 | 5 | 12 | 37 |
| **BUILDING PERMITS:** | | | | |
| Single Family Residential | 4 | 16 | 20 | 38 |
| Multi-Family Residential | 0 | 0 | 0 | 0 |
| Misc.-Pools/fences/additions | 43 | 33 | 76 | 80 |
| Commercial/Industrial | 13 | 14 | 27 | 24 |
| **TOTAL INSPECTIONS:** | 536 | 497 | 1,033 | 1,125 |
| **CERTIFICATE OF OCCUPANCY:** | | | | |
| Residential | 12 | 5 | 17 | 12 |
| Commercial | 10 | 6 | 16 | 11 |
| Multi-Family Residential | 0 | 0 | 0 | 0 |
| **CODE ENFORCEMENT:** | | | | |
| Sign Violations | 376 | 184 | 560 | 909 |
| Rehab | 20 | 11 | 31 | 21 |
| Notice of Violations | 287 | 164 | 451 | 300 |
| Citations | 3 | 0 | 3 | 1 |
| Stop Work Orders | 6 | 7 | 13 | 15 |
| Complaints From Citizens | 17 | 8 | 25 | 27 |
| **PERMIT FEES COLLECTED:** | 27,641 | 73,570 | 101,211 | 160,209 |
| **POPULATION:** | 36,089 | 36,099 | 36,099 | 35,838 |

Based on 2.09 of completed occupancy

Revised report 12/5/06

PEACHTREE CITY FIRE/EMS DEPARTMENT
2007 MONTHLY REPORT

| | Oct. 06 | Nov. 06 | 2007 Y-T-D | 2006 Y-T-D |
|---|---|---|---|---|
| **FIRE/ACCIDENT CALLS** | | | | |
| **Actual Residential Fires** | 0 | 2 | 2 | 6 |
| **Actual Business/Industrial Fires** | 1 | 1 | 2 | 2 |
| **Rescue/EMS Assist** | 163 | 147 | 310 | 278 |
| **Vehicle/Golfcart Accidents** | 13 | 19 | 32 | 44 |
| **False Alarms** | 35 | 26 | 61 | 40 |
| **[1]Other** | 23 | 23 | 46 | 46 |
| **Total Engine Response** | 235 | 218 | 453 | 416 |
| **Dispatched Fire Calls** | 68 | 57 | 125 | 109 |
| **Response Time Fire** | 5:11 | 4:39 | 4:55 | 4:45 |
| **RESCUE/EMS** | | | | |
| **Trauma** | 29 | 43 | 72 | 151 |
| **Medical** | 128 | 140 | 268 | 197 |
| **Total # Patients** | 157 | 183 | 340 | 348 |
| **Patients Transported** | 89 | 100 | 189 | 146 |
| **Dispatched EMS Calls** | 164 | 159 | 323 | 311 |
| **[2]Total Medic Response** | 235 | 219 | 454 | 367 |
| **Response Time EMS** | 4:38 | 4:46 | 4:42 | 4:25 |
| **Dispatched Fire/EMS Total** | 232 | 216 | 448 | 420 |
| **EMS BILLING** | | | | |
| **Patients Billed** | 67 | 82 | 149 | 135 |
| **Revenue Generated** | 24,894 | 31,590 | 56,484 | 53,824 |
| **[3]Total Revenue Received** | 11,532 | 24,241 | 35,773 | 50,745 |

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

**[2]Includes Fire Assist Responses**

**[3]Revenue Received on All Outstanding Accounts**

CITY OF PEACHTREE CITY
GENERAL GOVERNMENTAL FUNDS BUDGET COMPARISON (UNAUDITED)
FOR THE TWO MONTHS ENDED NOVEMBER 30, 2006

**PERCENTAGE OF BUDGET YEAR COMPLETED 16.67%**

**GENERAL FUND REVENUES BY MAJOR CATEGORIES**

| Description | 2007 Budget | YTD Actual | Dollar Difference | Percentage To-Date |
|---|---|---|---|---|
| General Property Taxes | $ 10,094,474 | $ 8,018,781 | $ (2,075,693) | 79.44% |
| Franchise Taxes | 2,191,127 | 58,556 | (2,132,571) | 2.67% |
| Local Option Sales Tax | 7,046,292 | 1,391,834 | (5,654,458) | 19.75% |
| Other Sales & Use Taxes | 652,642 | 105,494 | (547,148) | 16.16% |
| Business Taxes | 2,086,038 | 1,783,110 | (302,928) | 85.48% |
| Licenses & Permits | 956,294 | 196,608 | (759,686) | 20.56% |
| Grants | 378,366 | 107,675 | (270,691) | 28.46% |
| Charges for Services | 1,177,313 | 88,279 | (1,089,034) | 7.50% |
| Fines & Forfeitures | 1,140,817 | 131,257 | (1,009,560) | 11.51% |
| Investment Income | 428,565 | 99,866 | (328,699) | 23.30% |
| Other Revenue | 9,227 | 1,127 | (8,100) | 12.21% |
| Other Financing Sources | 407,943 | 62,843 | (345,100) | 15.40% |
| **Total General Fund Revenues** | **$ 26,569,098** | **$ 12,045,430** | **$ (14,523,668)** | **45.34%** |
| Surplus Carryover | 594,202 | - | | |
| **Total General Fund** | **$ 27,163,300** | **$ 12,045,430** | | |

**GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE**

| Division and/or Type | 2007 Budget | YTD Actual | Dollar Difference | Percentage To-Date |
|---|---|---|---|---|
| Executive Services | $ 477,615 | $ 81,532 | 396,083 | 17.07% |
| Administrative Services | 1,032,585 | 159,665 | 872,920 | 15.46% |
| Financial Services | 897,958 | 165,646 | 732,312 | 18.45% |
| Police Services | 5,568,253 | 924,887 | 4,643,366 | 16.61% |
| Fire/EMS Services | 5,211,897 | 793,468 | 4,418,429 | 15.22% |
| Public Works | 4,313,679 | 649,557 | 3,664,122 | 15.06% |
| Leisure Services | 4,960,384 | 793,496 | 4,166,888 | 16.00% |
| Developmental Services | 1,331,667 | 204,303 | 1,127,364 | 15.34% |
| Non-Divisional: | | | | |
| Council Contingency | 100,000 | - | 100,000 | 0.00% |
| Non-Profit Organizations | 20,000 | - | 20,000 | 0.00% |
| Transfer to Development Authority | 35,000 | 35,000 | - | 100.00% |
| Transfers to Other Funds | 3,371,202 | 187,230 | 3,183,972 | 5.55% |
| Liability Insurance | 80,835 | - | 80,835 | 0.00% |
| Legal Services | 162,880 | 13,177 | 149,703 | 8.09% |
| General Administration | 72,279 | - | 72,279 | 0.00% |
| Other | (472,934) | - | (472,934) | 0.00% |
| **Total General Fund** | **$ 27,163,300** | **$ 4,007,961** | **$ 23,155,339** | **14.76%** |

**HOTEL/MOTEL FUND REVENUES**

| Description | 2007 Budget | YTD Actual | Dollar Difference | Percentage To-Date |
|---|---|---|---|---|
| **Total Hotel/Motel Taxes** | **$ 1,092,291** | **$ 176,757** | **$ (915,534)** | **16.18%** |

**HOTEL/MOTEL TRANSFERS OUT**

| Type | 2007 Budget | YTD Actual | Dollar Difference | Percentage To-Date |
|---|---|---|---|---|
| Transfer to General Fund | $ 364,097 | $ 58,919 | $ 305,178 | 16.18% |
| Transfer to Tourism Association | 728,194 | 117,838 | 610,356 | 16.18% |
| **Total Hotel/Motel Transfers Out** | **$ 1,092,291** | **$ 176,757** | **$ 915,534** | **16.18%** |

CITY OF PEACHTREE CITY
FINANCIAL SERVICES DIVISION MONTHLY REPORT (UNAUDITED)
AS OF NOVEMBER 30, 2006

**SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER**
**NOVEMBER 2006**

| Description | Vendor | Award | Date |
|---|---|---|---|
| Dumpster Service | Waste Pro of Georgia, Inc. | $ 22,140.00 | 11/06/2006 |
| Grinding & Removal Services | Stone Mountain Contracting | 18,000.00 | 11/14/2006 |

**PURCHASING REPORT**
**FOR MONTH ENDED NOVEMBER 30, 2006 AND NOVEMBER 30, 2005**

| Activity | Fiscal Year 2007 | Fiscal Year 2006 |
|---|---|---|
| Purchase Orders / Requisitions Processed | 239 | 249 |
| City Store Requisitions Processed | 9 | 10 |
| Sealed Bids Requested | 1 | 3 |
| Requests for Proposals | 1 | 3 |
| Bids Awarded | 4 | 2 |
| Requests for Proposals Awarded | 4 | 0 |
| Contracts Prepared | 4 | 4 |
| Fixed Assets Purchased | 8 | 11 |

**INFORMATION TECHNOLOGY REPORT**
**NOVEMBER 2006 AND YEAR-TO-DATE**

| Activity | Current Month | Fiscal Year 2007 |
|---|---|---|
| Work Orders Created | 104 | 217 |
| Work Orders Closed | 100 | 209 |
| Work Orders Open | 1 | 4 |
| Project Work Orders | 90 | 198 |
| Technical Support | 101 | 201 |
| Website Visits | 53,366 | 107,450 |

# LEISURE SERVICES MONTHLY REPORT

## Nov-06

| Activity Description | Unit | Nov. 2006 | FY 2007 YTD | FY 2006 YTD |
|---|---|---|---|---|
| **Library** | | | | |
| Books Circulated | number | 30,796 | 63,547 | 29,326 |
| Internet Usage | visits | 1,171 | 5,165 | 2,974 |
| Computer Lab Use | hours | 30 | 64 | 7 |
| **Recreation** | | | | |
| Class/Program Revenue | $ | $1,923 | $6,019 | $7,145 |
| Playing Surface Mowing | hours | 217 | 700 | 715 |
| Playing Field Preparations | hours | 248 | 675 | 673 |
| Building Maintenance | hours | 381 | 861 | 862 |
| Safety Inspections | visits | 50 | 100 | 100 |
| Litter Removal | hours | 340 | 624 | 600 |
| Complaints answered | number | 1 | 2 | 2 |

# PEACHTREE CITY POLICE DEPARTMENT
# 2006 MONTHLY REPORT

| | NOVEMBER 06 | OCTOBER 06 | 2006 CYTD | 2005 CYTD |
|---|---|---|---|---|
| **PART I CRIMES** | | | | |
| Criminal Homicide | 0 | 1 | 2 | 0 |
| Rape | 0 | 0 | 2 | 4 |
| Robbery | 0 | 1 | 5 | 2 |
| Aggravated Assault | 3 | 0 | 9 | 5 |
| Arson | 0 | 0 | 1 | 6 |
| Motor Vehicle Theft | 4 | 7 | 60 | 49 |
| Theft | 23 | 23 | 255 | 233 |
| Burglary | 6 | 6 | 35 | 24 |
| **TOTAL PART I CRIMES** | **36** | **38** | **369** | **323** |
| **ALCOHOL/DRUG ARRESTS** | | | | |
| DUI – TOTAL | 19 | 21 | 214 | 220 |
| DUI – ADULT | 18 | 20 | 192 | 196 |
| DUI – UNDERAGE | 1 | 1 | 22 | 24 |
| MINOR IN POSSESSION OF ALCOHOL | 3 | 2 | 57 | 83 |
| DRUG ARRESTS: | | | | |
| MARIJUANA | 6 | 5 | 60 | 76 |
| METHAMPHEDIMINE | 0 | 0 | 5 | 29 |
| COCAINE | 2 | 0 | 6 | 6 |
| OTHER (opium, etc) | 0 | 0 | 3 | 0 |
| **ARRESTS** | | | | |
| PROPERTY CRIMES | 9 | 14 | 135 | 114 |
| PERSON CRIMES | 12 | 8 | 63 | 62 |
| CITY ORDINANCES | 34 | 37 | 387 | 521 |
| TRAFFIC OFFENSES | 29 | 56 | 602 | 483 |
| OTHER | 46 | 37 | 464 | 469 |
| AVERAGE RESPONSE TIME | 6.02 | 5.55 | 5.77 | 5.54 |
| **CALLS ANSWERED** | **5,099** | **5,345** | **64,399** | **70,418** |

| | | | | |
|---|---|---|---|---|
| **TRAFFIC** | | | | |
| CITATIONS ISSUED | 475 | 552 | 6,291 | 7,228 |
| WARNINGS | 453 | 545 | 5,201 | 5,212 |
| ACCIDENTS | 92 | 102 | 1,003 | 1,070 |

## TOP 5 ACCIDENT LOCATIONS – MONTH

| | |
|---|---|
| HWY 54 / HWY 74 | 7 |
| HWY 74 / CROSSTOWN DRIVE | 4 |
| HWY 74 / KELLY DRIVE | 4 |
| HWY 54 / PEACHTREE PARKWAY | 3 |
| HWY 54 / PLANTERRA WAY | 2 |

## TOP 5 ACCIDENT LOCATIONS – Y T D

| | |
|---|---|
| HWY 54 / HWY 74 | 60 |
| HWY 54 / COMMERCE DR | 42 |
| HWY 74 / CROSSTOWN DRIVE | 29 |
| HWY 54 / PEACHTREE PARKWAY | 22 |
| HWY 74 / KELLY DRIVE | 19 |

# PUBLIC SERVICES MONTHLY REPORT
# NOVEMBER 2006

| Activity Description | Unit | November - 06 | FY 2007 YTD | FY 2006 YTD |
|---|---|---|---|---|
| Street Patching | Hrs. | 38 | 229 | 625 |
| Street Crack Sealing | Hrs. | 0 | 0 | 0 |
| Drainage Maintenance | Hrs. | 154 | 896 | 497 |
| Street Sweeping | Hrs. | 68 | 91 | 70 |
| | | | | |
| Cart Path Paving | Ft. | 731 | 4,645 | 4,425 |
| Cart Path Prepped for Paving | Ft. | 320 | 4,597 | ~~~ |
| Cart Path Litter Removal | Hrs. | 140 | 275 | 238 |
| Cart Path Drainage Maintenance | Hrs. | 294 | 379 | 954 |
| | | | | |
| R.O.W. Mowing | Hrs. | 199 | 672 | 504 |
| R.O.W. litter Removal | Hrs. | 593 | 1,051 | 808 |
| General Maintenance | Hrs. | 249 | 466 | 540 |
| | | | | |
| Mowing (Subdivision Entrances) | Hrs. | 94 | 548 | 1,433 |
| Landscape Maintenance | Hrs. | 50 | 152 | 188 |
| Landscape Planting/Mulching | Hrs. | 44 | 55 | 81 |
| | | | | |
| Subdivision Sign Maintenance | Hrs. | 72 | 116 | 43 |
| Traffic Sign Maintenance | Hrs. | 96 | 236 | 387 |
| | | | | |
| Vandalism Repairs | Hrs. | 51 | 67 | 6 |
| Vandalism Repairs | Dls. | 738 | 1,058 | 99 |
| Citizen Complaints Answered | Num. | 45 | 120 | 117 |
| Community Service | Hrs. | 0 | 0 | 0 |

## RECYCLING SITE

| | | | | |
|---|---|---|---|---|
| Manhours | Hrs. | 50 | 102 | 135 |
| PARTICIPANTS | | | | |
| Recycling | Num. | 188 | 371 | 415 |
| Composting | Num. | 739 | 1,217 | 2,032 |
| Mulch Pick Up | Num. | 14 | 21 | 168 |

CITY OF PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

**OATH OF OFFICE**

I do solemnly swear or affirm that I will faithfully and truly perform the duties of Mayor Pro Tem of the City of Peachtree City, Georgia, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the City of Peachtree City to the best of my skill and ability and as to me shall seem to be in the best interest and welfare of the City without fear, favor, or affection.

I do further swear or affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

SO HELP ME GOD.

__________________________________
Mayor Pro Tem

Sworn to and subscribed before me, an officer
Authorized to administer oaths, this _______ day
of _________________, 2_____.

__________________________________
Notary Public, State of Georgia
My Commission Expires:

## OATH OF OFFICE

### Municipal Court Judge

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

Signed: ___________________________
Stephen D. Ott

Sworn to and subscribed before me in open meeting this 4th day of January 2004.

___________________________
Notary

# OATH OF OFFICE

## Municipal Court Judge Pro Hac

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

Signed: ___________________________
Eric Maxwell

Sworn to and subscribed before me in open meeting this 4th day of January 2004.

___________________________
Notary

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** Mayor and Council

**VIA:** City Manager

**FROM:** Administrative Services Director/City Clerk

**DATE:** December 19, 2006

**SUBJECT:** Indemnification Agreement
January 4, 2007, 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, nor does it apply to City authorities that function autonomously and have their own liability coverage.

**Budget Impact:**

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

Attachment

JSM/pd

**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 4$^{th}$ day of January 2007.

______________________________
Mayor

______________________________

______________________________

______________________________

______________________________

ATTEST: ______________________________
Jane S. Miller, City Clerk

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and Council

**VIA:** City Manager

**FROM:** Administrative Services Director/City Clerk

**DATE:** December 22, 2006

**SUBJECT:** Authorization of Legal Organ
January 4, 2007, Council Agenda

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**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 placed by the City. The newspaper provides good service and is responsive to requests to City staff relative to legal ads.

**Budget Impact:**
There is no budgetary impact beyond the cost of the legal ads placed by the City.

JSM/pd

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor and Council**

**FROM:** **City Manager**

**DATE:** **December 22, 2006**

SUBJECT: **CONSIDER APPOINTMENTS OF RECREATION COMMISSION MEMBERS**
**Consent Agenda, January 4, 2007**

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The Selection Committee, composed of Mayor Harold Logsdon, Council Member Judi Rutherford, and myself, considered nine applicants for the vacancy on the Recreation Commission.

It is the recommendation of the Committee that Mr. David Ring be re-appointed extending his term an additional three years to 12/31/09. We further recommend that Mrs. Shayne Robinson be appointed to serve as the primary alternate to fill any vacancy that may occur when an unexpired term has less than 12 months remaining. In addition, we recommend that Mrs. Tami Morris be appointed to serve as the secondary alternate to fill any vacancy that may occur in the event that the primary alternate has already been appointed to a position of the Commission or the primary alternate is no longer available to serve on the Commission.

Copies of their applications are attached for your review.

BJM:nv

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. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** 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 17, 2006**. The City will contact you within two weeks of the application closing date. If you have questions, please call 487-7657.

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**NAME: David Ring**

**ADDRESS: 325 Larkspur Turn, PTC, GA 3069**

**TELEPHONE (Day Time) (W) 770-803-3223 (C) 770-653-6718**
**(Evening) (H) 770-631-9433**
**(Email)** dring@caci.com

**Signature:** ______________ **Date:** 1 November 06

1. How long have you been a resident of Peachtree City? **14 years**

2. Why are you interested in serving on the Recreation Commission? **Interested in community recreation and park planning.**

3. What qualifications and experience do you possess that would benefit the Recreation Commission? **Have served on the Recreation Commission for 6 years in PTC. Served on the Iona, PA Recreation Commission 3 years. I served as an Assistant Park and Recreation Director 8 ½ years in Minnesota.**

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NOV - 3 2006
PEACHTREE CITY

4. List major jobs you have held during your working career to include name of company and position.
**Assistant Recreation & Parks Director, City of Faribault**
**Company Executive Officer, United States Army Reserve**
**Battalion Operations Officer, United States Army Reserve**
**Commandant, Army Vocational School, 1st United States Army**
**Training Officer, 2nd United States Army**
**Strategic Planner, United States Army Reserve Command**
**Senior Readiness Officer, United States Army Reserve Command**
**Senior Training Officer, United States Army Reserve Command**
**Team Leader, Defense & Intelligence Group, CACI**

5. Do you have any past experience relating to recreation? **Yes.**
If so, describe.
**6 years PTC Recreation Commission**
**8 years PTC Little League Director**
**3 years PTC Tourism Association board member**
**20 year Head Coach of 2 wrestling clubs – MN & PA**
**1984 Tournament Director US Olympic Trials Greco-Roman Wrestling**
**Organizing Director of the largest Adult Wrestling program in USA 1972- 1983**
**1 year Minnesota Parks & Recreation State Athletic Chairman**
**7 years Minnesota Parks & Recreation State Youth Softball Chairman**
**2 years Minnesota Parks & Recreation Conference Planning Committee**
**3 years Director of Big Brothers Program in Rice County, MN**
**District 4 Little League Assistant Administrator – Organizational Development**

6. Have you attended any Recreation Commission meetings in the past year and, if so, how many? **12 commission meetings plus 3 workshops.**

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

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

9. Describe your current community involvement. **Currently serve on the PTC Recreation Commission and the PTC Tourism Board of Directors. As VP-Operations, PTC Little League I have oversight of scheduling, umpires and field maintenance during the season. I also serve as the coordinator for all baseball programs in PTC.**

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

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**OBJECTIVE** Seeking position on PTC Recreation Commission

**HIGHLIGHTS**

- Lead staff in obtaining first accrediton of Army Reserve Vocational School
- Lead development team in designing geographical information system software package and training course
  - Wrote and supervised the merger plan of two organizations into a single agency

**EXPERIENCE**

August 1999 - Present — **CACI** — **Smyrna, GA**

- Supervises Instructor Staff, Help Desk and serves as Senior Subject Matter Expert relating to individual personnel & training readiness for the United States Army Reserve Command

**June 1975 to August 1999** — **United States Army Reserve** — **Multiple Locations**
*Commissioned Officer*

- 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"
- Analyzed contract requirements and prepared statements of work for contract execution
- 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** — **Mankato, Minnesota**
*Bachelor of Science, Recreation & Park Administration*

- Senior Leadership Service School
- Budget Managers Course
- Microsoft Office Suite Course
- FoxPro Programmers and MapInfo Users Course

**Availability** **January 2007**

**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. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** 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 17, 2006**. The City will contact you within two weeks of the application closing date.

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

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**NAME:** Shayne Robinson

**ADDRESS:** 323 Vendella Circle
Peachtree City, GA 30269

**TELEPHONE (Day Time)** 770 632-9624

**(Evening)** 770 632-9624 (cell) 678 770-1750

**(Email)** pinkbmxsox@aol.com

Shayne V.W. Robinson — 11-14-06
**Signature** — **Date**

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NOV 14 2006
PEACHTREE CITY

# 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. **Applicants are encouraged to attend as many Commission meetings as possible in an effort to become familiar with the responsibilities of the Commission.** 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 Nikki Vrana, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, NOVEMBER 17, 2006**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

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**NAME:** Tami Morris

**ADDRESS:** 206 Clear Springs Ln.

**TELEPHONE (Day Time)** 770-487-1348

**(Evening)** 770-487-0114

**(Email)** tami@2bpress.com

T Morris 11-17-06

**Signature** **Date**

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NOV 17 2006
PEACHTREE CITY
CITY HALL

1. How long have you been a resident of Peachtree City? 6 years in January

2. Why are you interested in serving on the Recreation Commission?

   I think the commission has many worthwhile programs and great potential for many opportunities.

3. What qualifications and experience do you possess that would benefit the Recreation Commission?
   As the publisher of the Peachtree PathFinder Map and Guide Book, I've become quite familiar with many of the facilities, parks, and programs that the Recreation Commission oversees. I think we have the equivalent of a national park in our own backyards and I would like to see more programs to encourage fitness and nature programs. My children and I have all taken advantage of many of the recreational opportunities offered to residents. These experiences would be valuable to a recreation commissioner.

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

   Public Relations and Marketing Consultant for 18 years. Publisher for three years. I have served as a vice president of director of public relations for several corporations. I have also served as a volunteer services coordinator for two organizations. Resume available, if desired. In my consulting work, I have worked with dozens of profit and non-profit companies.

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

   Well, I worked at an athletic club while in high school.

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

   No, but I have worked with recreation staff on a community service project for the last three years. I produce a 4th of July flyer with maps and background information that is provided free to the public and is used by the PTC Fire and Police Departments.

7 Are you willing to take continuing education classes?

   Sure.

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

9. Describe your current community involvement.

   Optimist Club Member. Very involved with local schools on many different levels. Volunteer with Southern Conservation Trust and Department of Family and Children's Services. Girl Scout Leader. Fencing Mom. Master Gardener.

**Tami C. Morris, APR**
***Business Summary***
**770-487-1348**

**Business History**

***Publisher***, *2B Press, Peachtree City, GA, 2005-present*
***Developer***, *Peachtree PathFinder, Fayette County, GA, 2003-present*
***Owner***, Communication Strategies, Oakland, CA 1989 - 2003
***Director of Corporate Communications***, Catholic Healthcare West, San Francisco, CA 1988-1989
***Vice President, Public Relations***, NorthBay Healthcare, Fairfield, CA, 1984-1988
***National Home Computer Communications/Special Projects Director***, Texas Instruments, Lubbock, TX 1982-1984
***Managing Editor***, HUB Magazine, Lubbock, TX 1981
***Advertising & Internal Communications Coordinator***, Texas Instruments, Lubbock, TX 1980-1981
***Newspaper Reporter***, Pueblo Chieftain, Pueblo, CO 1979

**Education**

*Master of Arts*, Mass Communications, Texas Tech University, 1981
*Bachelor of Science*, Public Relations & Journalism, Colorado State Univ., 1979
*Financial Management Certificate*, Stanford University, 1987
*Certification*, Parent Educator Program, Oakland, California, 1988
*Master Gardener*, South Fulton, 2003 - present

**Professional/Community Enrichment**

Optimist Club, Peachtree City, GA, 2001-2006
Fayette County DFCS, 2005-2006
Southern Conservation Trust, 2005-2006
Fayette Chamber of Commerce, 2004-2005
President, California Writers Club, Berkeley, 1998-2000
Accredited by the Public Relations Society of America and Certified by the American Society for Healthcare Public Relations & Marketing
President of professional associations including the California Writers Club and Healthcare Public Relations and Marketing Association.
Board Member of the National Public Relations Society of America, Health Academy, 1986-1995
Awards from several public relations and marketing organizations including the Public Relations Society of America, American Society for Healthcare Public Relations and Marketing, and the Healthcare Marketing Report.
Instructor, Public Relations (Texas Tech University)
Instructor, Marketing (Golden Gate University)
Conference Coordinator & Program Director for various professional organizations
Judge/Manuscript Reviewer, various writing competitions and projects for students and adults

tami@ptpathfinder.com www.ptpathfinder.com www.2bpress.com

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

**TO:** **Mayor and Council**

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

**DATE:** **December 18, 2006**

SUBJECT: **CONSIDER APPOINTMENTS OF AIRPORT AUTHORITY MEMBERS**
**Consent Agenda, January 4, 2007**

The Selection Committee, composed of Mayor Harold Logsdon, Council Member Steve Boone, and myself, considered ten applicants for the vacancy on the Airport Authority.

It is the recommendation of the Committee that Mr. William Flynn be appointed to a term that would expire on 12/31/11. We further recommend that Mr. John Cordner III be appointed to serve as an alternate to fill any vacancy that may occur when an unexpired term has less than 12 months remaining.

Copies of their applications are attached for your review.

BJM:nv

Attachments

**AIRPORT AUTHORITY**
**APPLICATION FOR APPOINTMENT**

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

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

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

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, NOVEMBER 17, 2006**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

---

**NAME:** William F. Flynn

**ADDRESS:** 705 Thornhill
Peachtree City, GA 30269

**TELEPHONE (Day Time)** 770-403-4572

**(Evening)** 770-631-1752

**(Fax #)** 770-631-1753

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

**Signature**

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NOV 16 2006
PEACHTREE CITY
CITY HALL

16 NOV 2006
**Date**

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

   15 years

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

   I have a keen interest in the growth and development of Peachtree City in general and a specific interest in aviation. I believe my financial, marketing and executive experience will allow me to contribute to the future development of Falcon Field in a meaningful way.

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

   I have over 35 years of practical business experience in sales, marketing, finance, administration and business operations in both small and large organizations. I have successfully negotiated airport concession agreements on behalf of concessionaires as well as commercial real estate leases and sales.

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

   Wilstemar, Inc. – President and CEO
   Dollar Rent A Car Florida – Senior Vice President
   Xerox Corporation – Branch Manager
   Xerox Corporation – Branch Controller
   Xerox Corporation – Branch Sales and Marketing Manager

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

   Yes – I worked with several airport authorities in Florida and Georgia as a user of services. Designed, built and operated multiple on-airport rental car facilities which required close working relationships with airport authorities and required an integral knowledge of their goals and objectives.

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

   No

7. Are you willing to take continuing education classes?

   Yes

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

   No.

9. Describe your current community involvement.

   Team Selection Committee, Chick-fil-A Bowl
   Member, Special Operations Fund

**WILLIAM F. FLYNN**
705 Thornhill
Peachtree City, GA 30269
(770) 631-1752 Home
(770) 403-4572 Cell

## EDUCATION

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

## MILITARY

1967 — **U.S. Marine Corps**
Honorable Discharge

## WORK EXPERIENCE

February 2002 - Present — **MARBIL PROPERTIES, LLC**
**PRESIDENT and CEO**, Atlanta, GA
Private investment company.

May 1991 - December 2000 — **WILSTEMAR, INC.**
d/b/a Dollar Rent A Car

**PRESIDENT and CEO**, Atlanta, Georgia
Owner/operator of the highly profitable Atlanta franchise. Increased revenue 600% in 10 years of ownership. Winner of five President's Cup Awards and was the #1 franchise in the world for this 10-year period. Responsible for general management of the company, negotiations, legal issues, real estate planning and development, banking, and computer systems design, implementation and interface.

1991 - 2000 — **Dollar Rent A Car Systems Design Team** - Developed design specifications for proprietary car rental software and plans for worldwide implementation.

1991 - 2000 — **Orion Systems Advisory Board** - Provided a "customer's" perspective to this car rental software company regarding enhancements of their current products as well as development of future products. Beta tested several enhancements and one new product at our Atlanta car rental facility. Provided feedback and suggestions to programmers and senior management.

**WILLIAM F. FLYNN**

| | |
|---|---|
| 1997 - 2001 | **Rubicon Systems** - Sat on advisory board and beta tested a car rental yield management software program. |
| November 1982 - January 1991 | **SUNDANCE CARRIAGE CORP.**<br>d/b/a Dollar Rent A Car<br>Revenue increased from $6.4 million to $66 million during this tenure. |
| January 1990 - January 1991 | **SENIOR VICE PRESIDENT**, Tampa, Florida<br>Responsible for corporate revenue and profit generation through day to day operations of the largest Dollar Rent A Car franchise in the world. Managed 500 employees, 43 managers and a fleet of 18,000 vehicles in 22 locations. Personally handled marketing, fleet negotiations and litigation issues. Negotiated the sale of the company for the owners. |
| October 1988 - January 1990 | **VICE PRESIDENT & GENERAL MANAGER**, Miami, FL<br>Responsible for operations corporate wide, including revenue and profit generation. Personally negotiated airport contracts, handled litigation and managed sales staff. Revenue grew from $41 million to $66 million during this time. Designed and implemented a corporate wide restructuring program which centralized all headquarters operations in Tampa. Responsible for design, development and construction of 4 major car rental facilities in Orlando, Ft. Lauderdale, West Palm Beach and Key West. This included interfacing with architects, counties and municipalities, airport authorities, contractors and Dollar Rent A Car Systems. All projects were completed on time and under budget. These facilities are online and in use today. Provided input and assistance with the conversion from the IBM System 36 to IBM A/S 400. |
| November 1982 - October 1988 | **GENERAL MANAGER**, Miami, Florida<br>Operational responsibility for all locations on the east coast of Florida, including Orlando. Responsible for corporate revenue and profit goals as well as corporate short and long range planning. Revenue grew from $6.4 million to $41 million during this time. Responsible for enhancement of proprietary car rental software which is still in use today. Planned and implemented the relocation of our computer system from Miami to Tampa Managed the process of connecting new franchise locations to the centralized system. Provided input and assistance with the conversion from the IBM System 34 to IBM System 36. |

**WILLIAM F. FLYNN**

| | |
|---|---|
| February 1968 - November 1982 | **XEROX CORPORATION** |
| May 1982 - November 1982 | **BRANCH MANAGER**, Miami, Florida<br>Responsible for all marketing functions in the South Florida area, encompassing sales offices in West Palm Beach, Ft. Lauderdale, and Miami. Revenue responsibility of $28 million annually; new business revenue growth responsibility of $9 million annually. Responsibilities included directing the sales organization to achieve Corporate sales and profit objectives. |
| January 1978 - May 1982 | **BRANCH CONTROLLER I**, Miami, Florida<br>Revenue responsibility of $55 million annually; expense responsibility of $15 million annually. Responsibilities are those traditionally assigned to a controller, including accounts receivable, expense management, revenue maximization, inventory control, asset management, variance analysis and development of appropriate corrective actions. Overall responsibility for interpretation and enforcement of Corporate operating policies and procedures. |
| August 1976 - January 1978 | **BRANCH SALES MANAGER**, Jacksonville, Florida<br>Responsible for marketing operations in North Florida and South Georgia. |
| September 1974 - August 1976 | **BRANCH CONTROLLER III**, Orlando, Florida<br>In addition to the traditional Controller responsibilities defined above, implemented the conversion from a paper-based accounting process to a computer-based process. This was the first conversion in the Xerox Southern Region. |
| April 1970 - September 1974 | **SALES MANAGER**, Pittsburgh, Pennsylvania and Cocoa Beach, Florida |
| February 1968 - April 1970 | **SALES REPRESENTATIVE**, Washington, D. C. |

**ACTIVITIES**

| | |
|---|---|
| Present | Team Selection Committee, Chick-Fil-A Bowl, Atlanta |
| Prior | Atlanta Chamber of Commerce<br>Vice Chairman, Team Selection Committee, Peach Bowl<br>Georgia 100 Mentor Program, Atlanta<br>Director, Rotary Club of Coral Gables, Florida<br>Director, Southwest Area YMCA, Miami, Florida<br>Commercial Pilot (SEL, MEL and Instrument Ratings) |

ALT.

# AIRPORT AUTHORITY
## APPLICATION FOR APPOINTMENT

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

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

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

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, NOVEMBER 17, 2006**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

---

**NAME:** John Cordner III

**ADDRESS:** ~~408 Plantain Terrace~~ Box 2009
Peachtree City, GA 30269

**TELEPHONE (Day Time)** 404-427-5377

**(Evening)** 404-632-1702

**(Fax #)** 404-762-3766

**(E-mail Add:)** john.cordner@dmjmaviation.com

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NOV 17 2006
PEACHTREE CITY
CITY HALL

**Signature** **Date** Nov 16/06

1. How long have you been a resident of Peachtree City? 4 yrs, 4 mo.

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

I live in the area, have worked at airports for 20 years, and want to get more involved in the community.

3. What qualifications and experience do you possess that would benefit the Airport Authority? I have planning, design and construction experience on active airports. My experience has been coordination with airport operations

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

For the past 25 years, I have worked for DMJM Aviation as a Project Manager on major airfield, terminal and infrastructure development.

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

My experience has been managing development projects coordinating and assisting operations on airfield, terminal, and supports projects.

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

I've attended 4 meeting and a public hearing

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

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

Although I am a consultant at Hartsfield Jackson Atlanta International Airport, my employment has no conflict serving PTCAA.

9. Describe your current community involvement.

Santa Co-Pilots organizing committee.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

**TO:** **Mayor and Council**

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

**DATE:** **December 11, 2006**

SUBJECT: **CONSIDER APPOINTMENTS OF WATER & SEWERAGE AUTHORITY MEMBERS**
**Consent Agenda, January 4, 2007**

The Selection Committee, composed of Mayor Harold Logsdon, Council Member Stuart Kourajian, and myself, considered five applicants for the vacancy on the Water & Sewerage Authority.

It is the recommendation of the Committee that Mr. Wade J. Williams be re-appointed extending his term an additional five years to 12/31/11. We further recommend that recommend that Mr. Gary P. Emmel be appointed to serve as an alternate to fill any vacancy that may occur when an unexpired term has less than 12 months remaining.

Copies of their applications are attached for your review.

BJM:nv

Attachments

## WATER AND SEWERAGE AUTHORITY
## APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the **Water and Sewerage Authority**.

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 Water and Sewerage Authority is comprised of five members appointed to five-year terms. Meetings are held on the first Monday of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for the operation of the Peachtree City sewer system.

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 17, 2006**. 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:** WADE J. WILLIAMS

**ADDRESS:** 311 CHIMNEY SWEEP CIRCLE

**TELEPHONE (Day Time)** 678-364-1114

**(Evening)** " " "

**(Email)** WADEWill66@AOL.COM

[signature]
**Signature**

8/26/2006
**Date**

1. How long have you been a resident of Peachtree City? 7 YRS

2. Why are you interested in serving on the Water and Sewerage Authority?

CONTINUE PRESENT MEMBERSHIP AS, ACTIVE WASA BOARD ~~XX~~ SECRETARY/TREASURER

3. What qualifications and experience do you possess that would benefit the Water and Sewerage Authority? 5 YEAR WASA BOARD MEMBER

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

- U.S. ARMY - MAR 1960 - MAR 1992
- RETIRED IN THE GRADE OF COLONEL

5. Do you have any past experience relating to water/sewerage? If so, describe.

ACTIVE MEMBER OF WASA BOARD SINCE 2002

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

12 OUT OF 13

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

8. Would there be any possible conflict of interest between your employment and you serving the Water and Sewerage Authority? NO

9. Describe your current community involvement.

HAVE BEEN A MEMBER OF WASA BOARD SINCE JAN 2002.

104 Colonnade Drive
Peachtree City, GA 30269
October 25, 2006



City Hall
151 Willowbend Road
Peachtree City, GA 30269
Attention: Ms. Gloria Reid

Dear Ms. Reid:

Attached are your WASA application and a resume, which gives an overview of my experience and qualifications. I have worked with many communities to help them evaluate their expected growth and their anticipated infrastructure requirements.

I have a B.S. in Mechanical Engineering, Professional Engineering licenses in the States of Pennsylvania, Georgia, South Carolina and Alabama. I also hold a Pennsylvania State Wastewater Treatment Plant Operators License. I have twenty-three years of progressive experience in the environmental field. My eighteen years of experience within the water and wastewater field includes; process and system design, project management, permitting, construction specification preparation, construction management, field inspection, field start-up, operation and maintenance.

Some of the projects I have worked on include:

- Wastewater Treatment Master Plan for a small city.
- Evaluation of plant upgrades for many communities.
- Potable Water Treatment Facility.
- Numerous activated sludge facilities for domestic wastewater. These include extended aeration, contact stabilization, nitrification / de-nitrification and conventional activated sludge processes.
- Sludge de-watering facilities.
- Raw Water Pump Station Upgrade for a large county water system.
- Design of numerous wastewater pumping systems

I look forward to the opportunity to aid my community by working with the Peachtree City Water and Sewer Authority.

Best Regards,

Gary P. Emmel, P.E

## WATER AND SEWERAGE AUTHORITY
## APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the **Water and Sewerage Authority.**

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 Water and Sewerage Authority is comprised of five members appointed to five-year terms. Meetings are held on the first Monday of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for the operation of the Peachtree City sewer system.

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 17, 2006.** The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

---

**NAME:** Gary P. Emmel

**ADDRESS:** 104 Colonnade Drive
Peachtree City, GA 30269

**TELEPHONE (Day Time)** 678-417-4032

**(Evening)** 770-631-3508

**(Email)** gemmel@keckwood.com

[signature] 10-25-2006

**Signature** **Date**

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

2. Why are you interested in serving on the Water and Sewerage Authority?
   It is a way that I may use my expertise to help my community.

3. What qualifications and experience do you possess that would benefit the Water and Sewerage Authority?
   I have 23 years of environmental experience. 18 of these years are in the design and operation of water and wastewater treatment and conveyance systems.

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

5. Do you have any past experience relating to water/sewerage? If so, describe.
   See attached resume.

6. Have you attended any Water and Sewerage Authority meetings in the past year and, if so, how many?
   No.

7. Are you willing to take continuing education classes?
   Yes, I already attend continuing education classes on a regular basis.

8. Would there be any possible conflict of interest between your employment and you serving the Water and Sewerage Authority?
   The company I work for, Keck & Wood, Inc., has not done any work for Peachtree City during the almost 4 years I have worked for them.

9. Describe your current community involvement.
   I do not presently have any community involement.

**GARY P. EMMEL, P.E.**
104 Colonnade Drive, Peachtree City, Georgia 30269
(770) 631-3508
jeepyg@comcast.net

## OBJECTIVE:

Engineering Management and Design position with a firm that believes in working as a team to accomplish our goals.

## ACCOMPLISHMENTS:

- **Professional Engineering Licenses in Pennsylvania, Georgia, South Carolina & Alabama**
- **National Council of Examiners for Engineering and Surveying (NCEES) Record**
- **Pennsylvania State Wastewater Treatment Plant Operators License**
- **40-Hour Basic Health and Safety Training Complying with 29 CFR 1910.120(e)(3)(i)**
- **16-Hour Permit-Required Confined Space Entry/Rescue Training Complying with 29 CFR 1910.146(g)(1);(k)(1)**

## EXPERIENCE:

**December 2002 to Present**
**Keck & Wood, Inc., Duluth, GA.**

**Senior Project Manager.**
Responsibilities include: Project management for the design and permitting of a one-mgd water reclamation facility with spray fields. Management of a project to upgrade and renovate an existing raw water pump station to be able to pump 360 mgd. Design of two 10+ mgd wastewater pump stations. Project manager for a feasability study to upgrade two pump stations in series from 15 to 25 mgd. Developed a Wastewater Treatment Master Plan for a growing community to plan for upgrades to their wastewater collection and treatment system. Manage projects and oversee the designs of junior engineers for several small pump station rehabilitation projects.

**April 2001 to October 2002**
**Andersen 2000 Inc., Peachtree City, GA.**

**Engineering Manager.**
Responsibilities included: Managed projects for the supply of environmental equipment & systems. Designed a solid waste incineration system for low level radioactive waste in cooperation with the process, instrumentation and design drafting departments. Designed a cyclonic separation system for a food processing facility. Types of equipment designed included solid waste incinerators, thermal oxidizers, spray coolers, cyclonic separators, wet scrubbers and bag houses. Managed and maintained office computer network.

**January 1997 to April 2001**
**Process Combustion Corporation, Pittsburgh, PA.**

**Senior Project Engineer.**
Responsibilities included: Management of project from receipt of purchase order through fabrication and shipment. Complete design of thermal oxidizing systems in cooperation with the process, instrumentation and design drafting departments. Schedule preparation. P&ID, general arrangement, fabrication, piping, instrumentation and control drawings review and approval. Specification and release to purchasing of equipment. Interface with sub-vendors to supply a complete, quality and on time system to the client.

**May 1983 to January 1997**
**Wheelabrator EOS Inc., SSS Environmental Division / SSS Environmental Services, Inc., Pittsburgh, PA.**

**Senior Project Engineer.**
Responsibilities included: Designing of numerous water and wastewater treatment facilities. These facilities included many municipal facilities designed around extended aeration, contact stabilization, conventional and single sludge nitrification / denitrification processes. Some of the other facilities were wastewater pretreatment for a food processing plant, wastewater treatment facilities for a cheese processing facility and an oil refinery, a waste acid treatment facility, and a potable water treatment facility for a petrochemical plant. Specialized in mechanical, process, instrumentation and control design, including PLC and computer based systems. Prepared, checked, and sealed environmental permit applications. Evaluated, troubleshot, and operated treatment facilities recently brought under contract in preparation for permanent operations personnel. Project management, construction management and start-up of new treatment facilities. Support operations personnel to correct process and instrumentation problems. Supervise and conduct flow and loading studies for municipalities, industrial plants and steel mills. Manage and maintain office computer network.

**Project Engineer.**
Responsibilities include: Designed water and wastewater facilities. Developed population projections for a community in preparation of a major upgrade of their wastewater treatment facility. Designed, troubleshot and repaired electrical control panels. Developed computer-modeling programs. Managed projects for industrial waste treatment facility. Permitted of wastewater treatment facilities. Field Engineer for developing and installing hazardous waste site monitoring wells. Quality Control for waste site closure project. Field start-up for several projects, including water and wastewater treatment facilities, and pumping stations. Installing and maintaining same.

## EDUCATION:

**1978 - 1982** **University of Dayton, Dayton, Ohio 45469**
B.S. Mechanical Engineering, minor in Energy Conversion.

**REFERENCES AVAILABLE UPON REQUEST**

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

**TO:** **Mayor and Council**

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

**DATE:** **December 19, 2006**

SUBJECT: **CONSIDER APPOINTMENTS OF TOURISM ASSOCIATION MEMBERS**
**Consent Agenda, January 4, 2007**

The Selection Committee, composed of Mayor Harold Logsdon, Council Member Cyndi Plunkett, and myself, considered three applicants for the vacancy on the Tourism Association.

It is the recommendation of the Committee that Mr. Stanley Phillips be re-appointed to a term that would expire on 12/31/09.

A copy of his application is attached for your review.

BJM:nv

Attachments

**PEACHTREE CITY TOURISM ASSOCIATION, INC.**
**APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the **Peachtree City Tourism Association, Inc., (PCTA).**

The PCTA is comprised of five members appointed to three-year terms. Meetings are held on the third Wednesdays of each month at 6:00 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Association meetings as possible in an effort to become familiar with the responsibilities of the Association.** The purpose of the PCTA is to serve the needs and interests of tourism within the City of Peachtree City. Applicants should preferably have been employed in the restaurant or hotel/motel business and/or have a minimum of five (5) years of fiscal experience.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this application and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, DECEMBER 8, 2006**. The City will contact you within two weeks of the application closing date.

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

---

**NAME:** **Stanley C. Phillips**

**ADDRESS:** **202 Doe Run**

**Peachtree City, GA 30269**

**TELEPHONE (Day Time)** **404.460.6566 or 404.731.5183**

**(Evening)** **770.631.3634 or 404.731.5183**

**(Fax #)** **702.740.3874 (e-fax)**

**(E-mail Add:)** **stanna121@bellsouth.net**

Stanley C Phillips
**Signature**

**12/8/06**
**Date**

DEC - 8 2006

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

11 years

2. Why are you interested in serving on the PCTA?

I have served on the Board of Directors of the PCTA for the past two years and have found it rewarding to be involved in the community and to do what I can to assist in helping direct the future of our city's tourism possibilities. The coming years hold great promise for Peachtree City and I would like to continue working in this capacity and do what I can to help set the benchmarks for building an even greater Tourism Association.

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

I have worked in the convention and trade show industry since 1993 and currently work as an Account Manager for a leading Exposition Services company. My permanent office is in a legendary downtown Atlanta hotel and I come into contact with people visiting from out of town on a consistent basis. I have been involved in PCTA business for the past two years and gained experience in a few areas. Some areas of involvement are the hiring process for managers and directors, services contract review/approval, personnel issues, performance appraisal, and budget reviews to name a few.

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

a) GES Exposition Services – served as Operations Manager & Account Manager
b) Atlantic Southeast Airlines – Station Agent, Supervisor and Passenger Service Agent
c) I have also been a sole proprietor as a licensed Master Barber operating my own business.
d) I served in the United States Navy for three years.

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

My two year tenure has given me insight into the operations of the PCTA and we have been able to see the Association mature and begin to realize all of the possibilities for our city. I think we have made great strides and it is evident when looking at the accomplishments of the current and previous PCTA boards.

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

In my two years on the Board I have missed one meeting due to my mother's surgery. I have attended all other meetings.

7. Are you willing to take continuing education classes?

This would, of course, be dependent on my work schedule. I would like to explore the possibilities to see what can be done. My goal is to someday work closer to home and possibly in the Peachtree City area.

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

This has not presented a problem during my two year tenure.

9. Describe your current community involvement.

My only true involvement has been with the PCTA. I would not rule out other options in the coming years.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor and City Council Members**

**VIA:** **City Manager**
**Developmental Services Director**

**FROM:** **City Planner**

**DATE:** **December 22, 2006**

**SUBJECT:** **Appointment of City Planner as Zoning Administrator**
*January 4, 2007 City Council Agenda*

---

**Recommendation:**
Staff recommends that City Council officially designate the City Planner as the Zoning Administrator for Peachtree City.

**Discussion:**
Within Appendix A (Zoning) of the city's Code of Ordinances, the term "Zoning Administrator" is defined as *"the person who has been designated by the city council to administer the enforcement of this ordinance."* Among other things, the Zoning Administrator is responsible for administering and enforcing the zoning ordinance, processing and administering variance, rezoning and annexation applications, issuing Special Use Permits and Temporary Use permits, researching and updating zoning ordinances, issuing Zoning Determination Letters, and working with Staff, the Planning Commission, City Council and the City Attorney on a variety of zoning-related issues.

These duties have been assumed by the City Planner for many years, yet there has been no motion by City Council to officially designate the City Planner as the Zoning Administrator. To date, there have been no issues with the manner in which these duties have been handled. However, we feel it is in the best interest of the city to officially designate the City Planner as the Zoning Administrator in accordance with the city's ordinances.

**Budget impact:**
There are no budget impacts associated with this request, as these duties are already a part of the City Planner's job description.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor and City Council Members**

**VIA:** **City Manager**
**Developmental Services Director**

**FROM:** **City Planner**

**DATE:** **December 22, 2006**

**SUBJECT:** **Appointment of City Planner as City Landscape Architect**
*January 4, 2007 City Council Agenda*

---

**Recommendation:**
Staff recommends that City Council officially designate the City Planner as the City Landscape Architect for Peachtree City.

**Discussion:**
Within Article XI, Vegetation Protection and Landscape Requirements of the city's Land Development Ordinance, the term "City Landscape Architect" is referenced approximately 24 times. Among other things, the City Landscape Architect is responsible for administering the city's Vegetation Protection and Landscape ordinance, reviewing landscape plans and making recommendations to the Planning Commission, inspecting sites following installation of the plant material, reviewing tree removal permits and administering the city's Buffer Ordinance.

These duties have been assumed by the City Planner for many years, yet there has been no motion by City Council to officially designate the City Planner as the City Landscape Architect. To date, there have been no issues with the manner in which these duties have been handled. However, we feel it is in the best interest of the city to officially designate the City Planner as the City Landscape Architect. The City Planner is a Registered Landscape Architect in the State of Georgia and is a member of the American Society of Landscape Architects.

**Budget impact:**
There are no budget impacts associated with this request, as these duties are already a part of the City Planner's job description.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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| | |
|---|---|
| **TO:** | **Mayor and City Council** |
| **VIA:** | **City Manager**<br>**Financial Services Director**<br>**Assistant Financial Services Director**<br>**Purchasing Agent**<br>**Developmental Services Director** |
| **FROM:** | **City Engineer** |
| **DATE:** | **December 22, 2006** |
| **SUBJECT:** | **Stormwater Maintenance Agreements**<br>***January 4, 2007, City Council Meeting*** |

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**Recommendation:**

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

**Discussion:**

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

Attached is a new agreement for the Starr's Mill Professional Center. The agreement has been reviewed by the City Attorney and is acceptable.

**Budget Impact:**

There is no budget impact for this particular agreement.

Attachment

cc: City Engineer's File
Public Services Director

**STATE OF GEORGIA**
**COUNTY OF FAYETTE**

After Recording Return to:
City Manager, City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

# Peachtree City STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of Dec., 2006, by and between (Insert Full Name of Owner) GROUP VI MANAGEMENT hereinafter called the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 0603-012-01 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 2804 Page 64, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as STARRS MILL PROF. CENTER (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

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

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

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

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan dated 02/02/06 titled SITE DEV. PLANS on file in the office of the City Engineer and incorporated herein by express reference.

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

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

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

5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the

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

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

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

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

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

WITNESS the following signatures and seals:

______________________________
**Company/Corporation/Partnership Name (Seal)**

By: ______________________, Dir.

Jason W. Pace, Dir.

**(Type Name and Title)**

______________________________
**Witness**

The foregoing Agreement was acknowledged before me this 21 day of December, 2006, by Melissa Lynn Mouf.

______________________________

**NOTARY PUBLIC**

My Commission Expires: MELISSA LYNN MOU... Notary Public, Sharpsburg, Georgia My Commission Expires July 6, 2010

COUNTY OF Coweta, GEORGIA

______________________________
**Mayor of Peachtree City**

______________________________
**Witness**

The foregoing Agreement was acknowledged before me this ____ day of ____________, 20___, by

______________________________________________________________.

______________________________

**NOTARY PUBLIC**

My Commission Expires: ____________

Approved as to Form:

______________________________

**City Attorney** **Date**

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor and Council Members**

**VIA:** **City Manager** Bernard M. McMullen
**Developmental Services Director**

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

**DATE:** **December 22, 2006**

**SUBJECT:** **Request by John Wieland Homes and Neighborhoods to lift the moratorium on multi-family housing for a proposed townhome development within the West Village**
*January 4, 2007 City Council agenda*

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**Recommendation:**
Based on the appeal procedures outlined in Section 1404 of the Multi-Family Rezoning Moratorium (Attachment "A"), Staff is not authorized to make a recommendation to Council on the request to lift the multi-family moratorium.

**Discussion:**
John Wieland Homes and Neighborhoods submitted a letter to City Staff on December 1, 2006 (Attachment "B") requesting that City Council consider lifting the moratorium on multi-family housing for an 89.146-acre tract of land within the proposed West Village development (Attachment "C"). The subject tract is currently located within the city limits of Peachtree City and is zoned GI General Industrial and is designated as IND Industrial on the city's Land Use Map. The Applicant desires to develop 335 townhomes on the overall tract.

Prior to moving forward with our review of the townhome component within the proposed annexation and rezoning of the West Village, the moratorium must be lifted for this tract of land. Lifting the moratorium in no way obligates the city to ultimately rezone the property as requested. What it does is provide Staff the opportunity to work with the Applicant to determine the impacts of the proposed development and to make recommendations to the Planning Commission and City Council.

For your information, the Applicant approached the city in 2004 requesting that the moratorium be lifted. Our records indicate the request was for a proposed townhome component on the 350-acre tract currently located within unincorporated Fayette County and not the tract being considered at present. It does not appear Council took formal action on this request.

Staff and the Applicant will be available at Thursday's meeting to answer questions pertaining to this request. Additionally, the prospective developer has requested that he be allowed to make a brief presentation on their proposed development.

**Budget impact:**

Should the application move forward, budget impacts would be analyzed as a part of the rezoning process. The development is currently located within the Line Creek Service Area. It should be noted that, as a part of the annexation and rezoning request, Staff will be analyzing the impacts of the overall development and will be suggesting an amended impact fee for the new residential units within this area.

*Attachments*

## ARTICLE XIV. MULTI-FAMILY--REZONING MORATORIIUM*

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***Editor's note:** Ord. No. 727, adopted Nov. 4, 1999, renumbered art. XIV, §§ 1401--1404 to art. XV, §§ 1501--1504 and added a new art. XIV, §§ 1401--1404 as herein set out.

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### Sec. 1401. Purpose.

In order to protect the health, safety, and welfare of its citizens, the city has determined that a moratorium on the zoning or rezoning of property for development of multifamily housing needs to be adopted and enforced for all property in the City of Peachtree City not currently zoned for use as multifamily.

This moratorium is intended to promote: the orderly development of property in the city; maintain the high quality of police services now provided; maintain the high quality of emergency and fire services now provided; maintain the quality of education now provided; maintain the high quality of life now existing; help reduce traffic congestion; and ameliorate air quality standards.

(Ord. No. 727, 11-4-1999)

### Sec. 1402. Findings.

The mayor and council have made the following findings of fact in consideration of this moratorium:

(a) The development of additional multifamily housing would create a significant burden on the police department and emergency and fire departments for the city;

(b) The development of additional multi-family housing would overburden area schools

(c) The development of additional multi-family housing would exhaust available resources, thus reducing the quality of life now existing; and

(d) The development of additional multi-family housing would increase traffic congestion, which also reduces air quality.

(Ord. No. 727, 11-4-1999)

### Sec. 1403. Moratorium.

The Mayor and Council of the City of Peachtree City hereby directs its staff to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family.

(a) Multi-family shall include apartments, townhouses, duplexes, condominiums and assisted living facilities.

Attachment "A"

(b) This moratorium shall be in effect for a period of one year and shall automatically expire if not reviewed by the mayor and council and if deemed necessary, renewed.

(c) This moratorium shall not apply to property already zoned for use as multifamily.

(Ord. No. 727, 11-4-1999)

## Sec. 1404. Appeals.

Any party with an ownership interest in property in the city that believes said property owner is severely prejudiced by this moratorium may file an application with the city planner requesting that the mayor and council remove the moratorium as it applies to the property.

(a) The application shall be accepted by the city planner and placed on the council agenda after being properly advertised, and then, considered by the mayor and council.

(b) City staff shall only provide council with current land use and zoning information regarding the subject property and its surrounding properties and shall not make a recommendation to council on the application to lift the moratorium.

(c) In the event council lifts the moratorium, the property owner may then submit the request for rezoning following established procedures.

(d) In the event council declines to lift the moratorium, the property owner shall have the same rights and follow the same procedures as those connected with the denial of a rezoning request.

(Ord. No. 727, 11-4-1999)

2006-20

John Wieland

JOHN WIELAND HOMES
AND NEIGHBORHOODS

December 1, 2006

Mayor and City Council of Peachtree City
c/o The Honorable Harold Logsdon
151 Willowbend Road
Peachtree City, GA 30269

Re: Annexation of Connector Village

Dear Mayor and Council:

I am writing to formally request that the Mayor and Council lift the multi-family moratorium for Connector Village. The lifting of the multi-family moratorium will allow us to continue our discussions regarding the annexation and re-zoning of Connector Village.

Although it was our understanding the moratorium had been lifted pursuant to a request in a letter dated April 14, 2004 to the Mayor and Council, it has come to our attention that the Council may have never formally acted upon this request. We have had several conversations about the plan that includes multi-family and would like to continue our discussions with the planning staff, the Planning Commission and the Council.

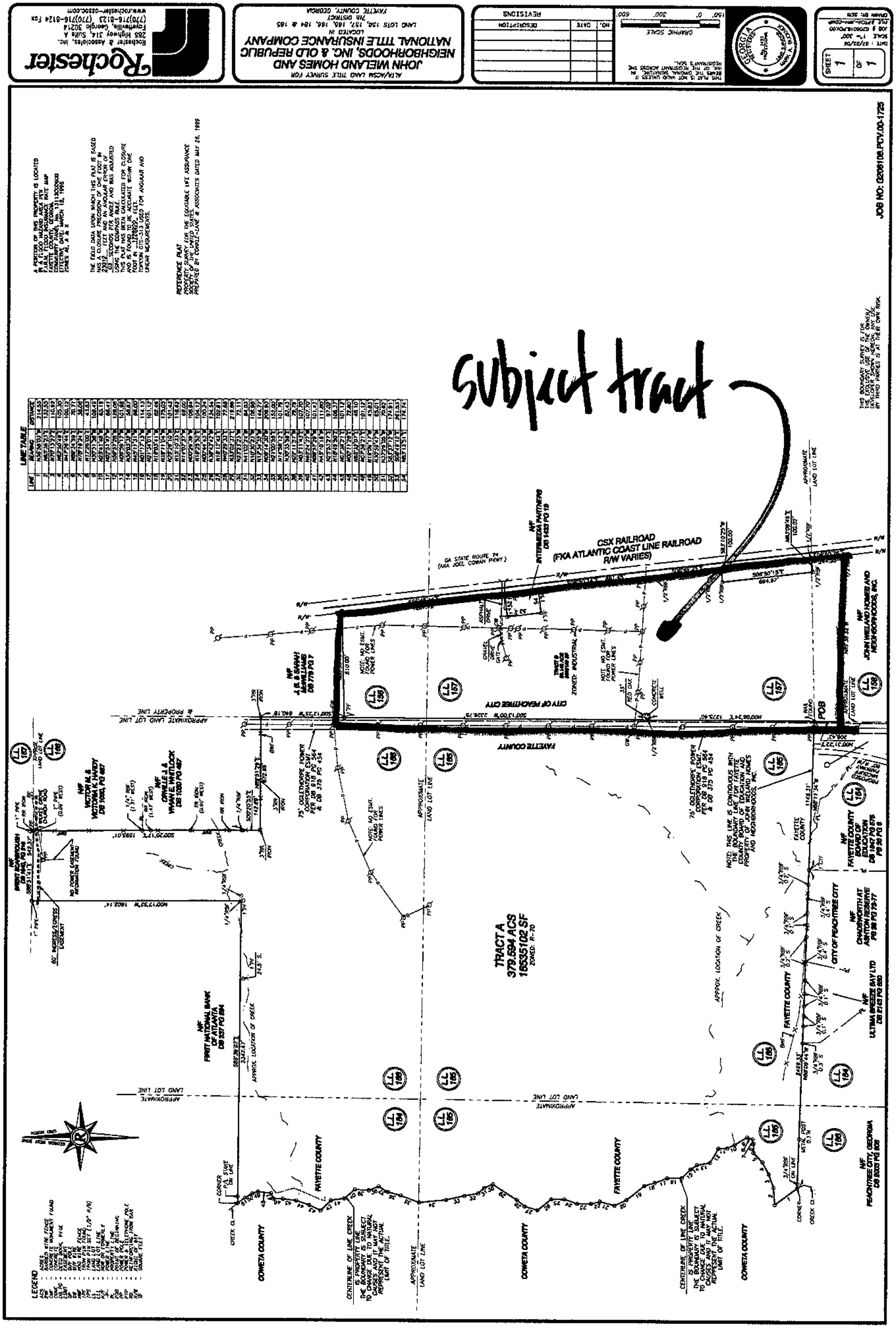
Many thanks for your consideration.

Sincerely,

Dan Fields

Dan Fields
Vice President
Land Acquisition
John Wieland Homes & Neighborhoods

Attachment "B"




Attachment "C"

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor and City Council Members**

**VIA:** **City Manager**
**Developmental Services Director**

**FROM:** **Building Official**

**DATE:** **December 29, 2006**

**SUBJECT:** **Mr. Randy Horne - Fence at 164 Cloister Drive**
*January 4, 2007 City Council Agenda*

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**Recommendation:**

Staff recommends that City Council not make any revisions to the Fence Ordinance at this time.

**Discussion:**

1. During the past three years, our City records indicate that we have issued 567 Residential Fence Permits.

2. The fence located at 164 Cloister Drive, Lot 33, Coventry subdivision was recently installed without a fence permit. This fence was found by Code Enforcement on June 24, 2006, and it was verified that no permit or application was on file at that time. The fence was constructed from wood pickets, dog-earned at the top with the finished side on the interior of the property.

3. The application for the above fence was received at the Building Department on July 10, 2006, and the permit was issued on July 20, 2006. It was picked up by the homeowner on July 24, 2006, along with an Attachment "F" form from the Plans Examiner giving instructions to have all fence supports located on the interior side of the fence.

4. Code Enforcement reports two attempts to obtain compliance for this fence.

5. The Building Official met with the homeowner at 5:00 p.m. on October 27, 2006, to inspect the fence, but the fence was not approved due to structural supports that were not in compliance with Attachment "F" of the permit and City Ordinance 18-340(g).

6. Other attempts were made to obtain compliance, including the application of a horizontal structure support inside the fence as requested by the homeowner. However, after the support was installed, the homeowner was not satisfied with the results and proceeded with an appeal to the Assistant City Manager and City Manager.

7. The final appeal to the City Manager was completed on site at 9:30 a.m. on December 18, 2006, resulting in the homeowner being instructed to add top and bottom horizontal supports to the interior or to reverse the fence so the finished pickets would be on the exterior. The homeowner was given a deadline of January 18, 2007, to comply with these instructions.

8. Very few fences in Peachtree City have been found to be installed backwards, and all reversed fences previously found have been resolved without the need for citations.

9. The Building Department does not support any revisions to the Fence Ordinance at this time.

**Budget impact:**

There are no budget impacts associated with this request.

**Pam Dufresne**

**From:** Jane Miller
**Sent:** Monday, December 18, 2006 2:19 PM
**To:** Pam Dufresne
**Subject:** FW: RE: Fence
**Attachments:** RE: Fence; 1685743263-Fence Pic.doc; 1175788295-fence pic 2.doc; 1523107952-fence pic 3.doc

Pam, this is Mr. Horn's request. Tom Carty is preparing a City position paper and also providing pictures of Mr. Horn's actual fence. This is on the January 4th agenda. Jane

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**From:** Randy Horn [mailto:ranhorn1@yahoo.com]
**Sent:** Monday, December 18, 2006 12:13 PM
**To:** Jane Miller
**Subject:** Fwd: RE: Fence

Ms. Miller

I would like to request being added to the city council meeting agenda on Jan. 4th as we discussed. I would like the council to consider revising the the fencing ordinance section 18-340 (g) specifically. Currently, there are multiple interpretations of this section as indicated by the attached emails from different city staff members. If they vary in their interpretation on what the codes states, how can the average Peachtree City citizen interpret it? I will be prepared to make a suggested revision that will be more clear and concise with less room for a variety of interpretations.

I have also attached pictures of vinyl fences that illustrate what I am trying to achieve with a wood product as opposed to vinyl that can become discolored over time.

Thank you.
Randy Horn
770-487-5892 home
678-654-7142 cell

Note: forwarded message attached.

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**Pam Dufresne**

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**From:** Bernard McMullen
**Sent:** Monday, December 18, 2006 10:19 AM
**To:** Randy Horn
**Cc:** Tom Carty; Colin Halterman
**Subject:** RE: Fence

Mr. Horn, to address your question, "What determines if the structural supports are toward the interior or exterior of the property?", it is my determination that it is where the pickets are. Based on my determination you have two options, either reverse the fence you have constructed and put the pickets on the outside, or place an additional structural support, one by four, parallel and adjacent to the existing structural supports on the inside of your fence, top and bottom. Tom and I are in agreement that this work needs to be done by January 18th, 2007. If the work is not completed by then, I have instructed Tom to issue a citation.

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**From:** Randy Horn [mailto:ranhorn1@yahoo.com]
**Sent:** Friday, December 15, 2006 3:01 PM
**To:** Bernard McMullen
**Cc:** Tom Carty; Colin Halterman
**Subject:** Fence

Mr. McMullen,

I just wanted confirm what we just discussed during our telephone conversation. You stated that Mr. Carty would set-up a time for the three of us to meet early next week to discuss my fence. I also want to verify that I will be given time to make any agreed upon changes to the fence since we will be meeting so close to the original inspection date.

I would like to have the following question answered when we meet since I have yet to get one. What determines if the structural supports are toward the interior or exterior of the property? I am assuming it is either based on what the structural supports are attached to or which side of the the structural supports the pickets are attached. If there is another determing factor please explain it to me. The answer to this question will go a long way toward solving the disagreement of interpreting the code.

I have also attached for your convenience a copy of the picture shown to a member of Mr. Carty's staff verifying what I wanted my wood fence to resemble. I have also included the email correspondence to date with Mr. Carty.

Thank you.
Randy Horn

***Tom Carty <tcarty@ptcgovernment.org>*** wrote:

> Randy, You were allowed until Wednesday, December 20 , 2006 to bring the fence into compliance, You may reverse the fence supports to the interior as originally suggested or add additional supports at the top and bottom of the fence interior to match the exterior supports. If you fail to take immediate action, the city is prepared to take any action provided by law ,including the issuance of a citation , to promptly and properly correct the violation. Tom
> -----Original Message-----
> **From:** Randy Horn [mailto:ranhorn1@yahoo.com]

**Sent:** Tuesday, December 12, 2006 11:36 AM
**To:** Tom Carty
**Subject:** RE: Fence

Tom, I had an opportunity over the weekend to look at putting another piece of lumber on the inside of the pickets to see how it looked. My neighbor made the comment that it made the fence look bad. My problem now is that when I explained to him why I was needing to add it, he said now the fence did look like the supports were primarily on the outside therefore violating the code. So, I thought I would contact you again to discuss the problem because my next door neighbor isn't going to like the final result we discussed and his is an attorney. If you could at your earliest convenience call me so we can figure something else out if possible. What do you think about petitioning the council for a variance as opposed to a code change? I know both my neighbor and myself would like the fence completed the way it was originally meant to be instead of scabbing another piece of lumber up on the inside.
Thanks.
Randy Horn
678-654-7142

***Tom Carty <tcarty@ptcgovernment.org>*** wrote:

> Randy, Just getting caught up on my e-mails, This is what we approved, Just give me a call when you are ready for inspection. Thanks. Tom
>
> -----Original Message-----
> **From:** Randy Horn [mailto:ranhorn1@yahoo.com]
> **Sent:** Monday, November 27, 2006 2:19 PM
> **To:** Tom Carty
> **Subject:** Fence
>
> Mr. Carty,
> Just wanted to verify what we discussed last week concerning the design of my fence. You said it would be acceptable if I added another piece of lumber (i.e. 1X4) to resemble the current structural supports, but on the other side of the pickets. We also decided that the additional cross member being added could be placed about 1/3 of the way down from the top as opposed to being in the center. Let me know if this is an accurate summary of what we discussed so that I can move forward with completion.
> Thanks.
> Randy Horn
> 678-654-7142
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> 
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> 

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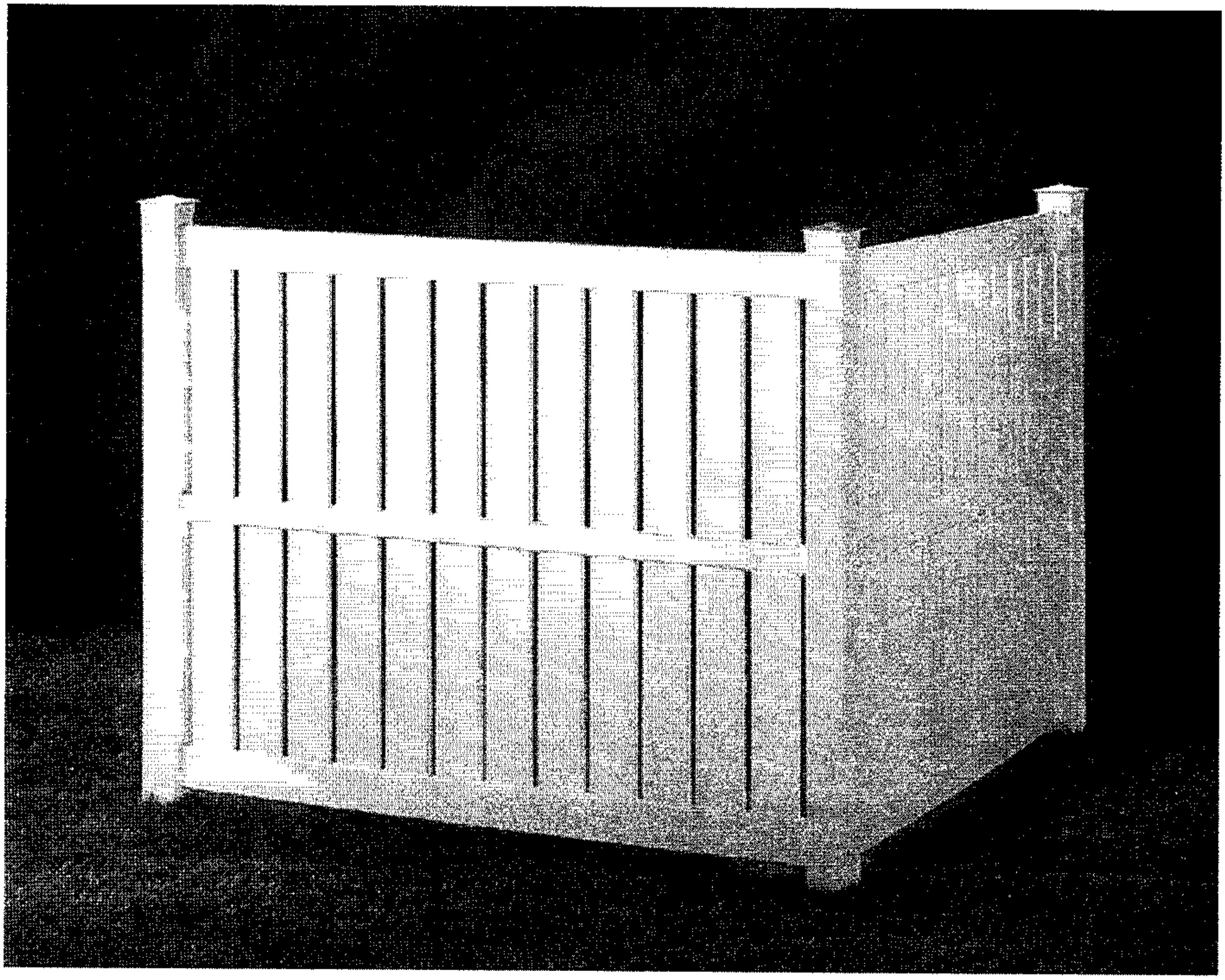

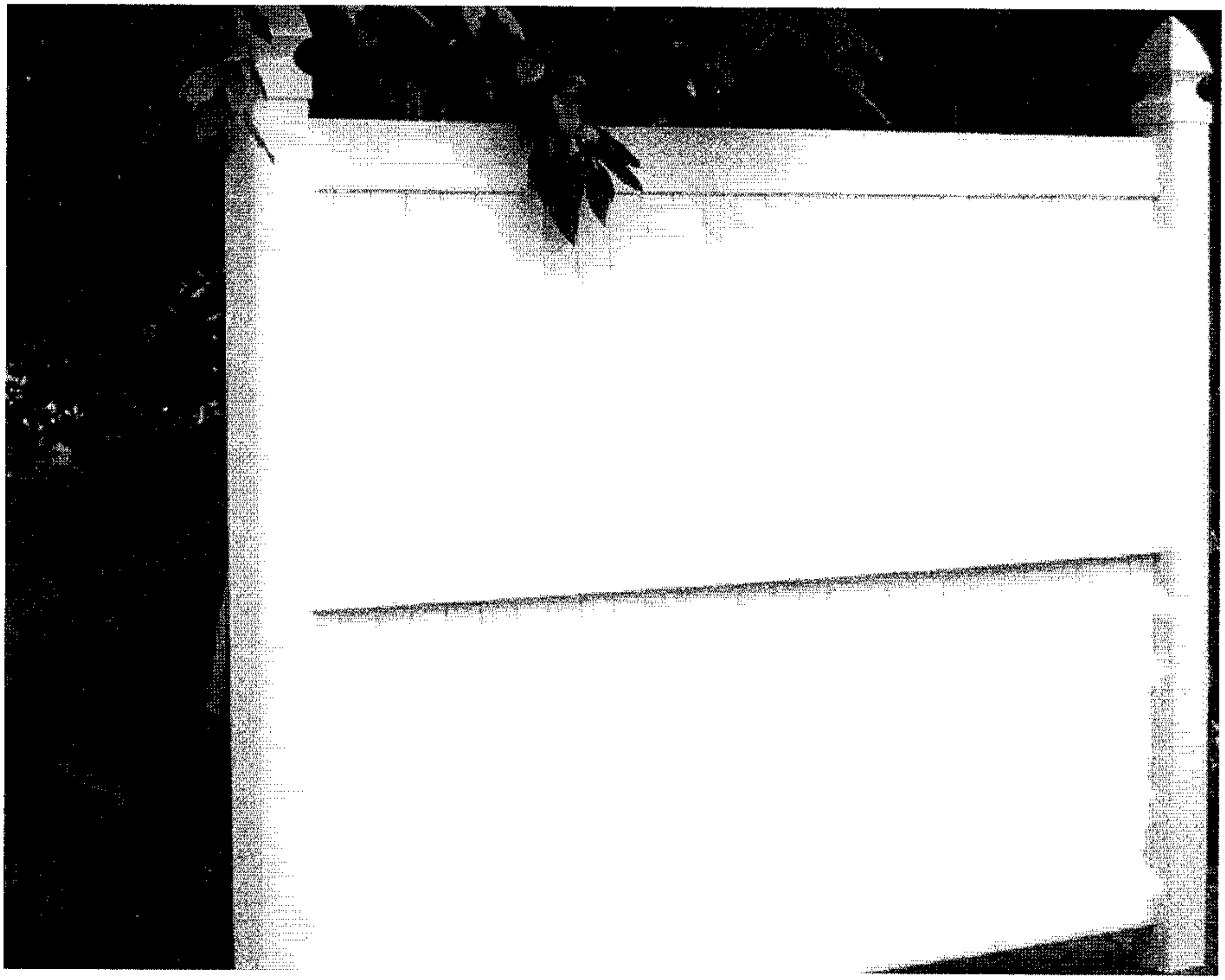

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor & Council Members**

**FROM:** **City Manager**

**DATE:** **December 28, 2006**

**SUBJECT:** **Consider Approval of Tennis Center Restaurant Renovations January 4, 2007, Council Agenda**

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**Recommendation**:

Council consider approving the proposed renovations to the Peachtree City Tennis Center Restaurant.

**Discussion**:

Ms. Kathy Nestlehut proposes opening a Fox's Pizza franchise in the vacant restaurant space at the Tennis Center. She proposes renovations to the current restaurant that include tiling the floor, modifying the bar, painting the walls and ceiling, and installing three plasma flat screen televisions. Her proposal, along with paint samples and pictures that reflect the look she wants to achieve, are attached for your review. A sample of the tile will be available at the Council meeting. The estimated cost of the renovations is $15,000.

Since the City owns the restaurant, Council would need to approve any renovations to the space. Staff has no problems with basic proposal but does recommend that Council specify that all materials used in the renovations be commercial grade and that the City Engineer evaluate the materials to ensure that they are commercial grade.

**Budget Impact**:

Some potential revenue from food sales at the restaurant.

Attachment

Fox's Pizza
Peachtree City Tennis Center
December 28, 2006

# Renovation Plans

- New tile throughout restaurant
- New bar
- New cabinets and shelving
- New paint
- Plasma televisions

# Subject of Interest - Description

1. Tile - 18x18 in. tile will be ran diagonally with 3x12 in. border around edge of restaurant. Color of tile will be a dark earth-tone color with a dark grout. Reason for using darker tile with earth-tone colors is due to constant traffic. But at the same time, still gives a warm feeling.

2. Bar - At this point, I am contemplating a few different ideas. More than likely I will build a structure surrounding the existing bar and use a combination of stacked stone and stained birch wood with granite countertops. The shelving that will be built behind the bar will of course match the color of stained birch used on the bar.

3. Paint - This will be something that I will definitely have to play with. It will definitely be a color that has a very comforting feeling. It will be along the lines of earth-tones. I will accent ceiling colors to contrast with wall colors. Once again, this will be something that I will play with over and over, but I will assure you that you won't be disappointed.

4. Three plasma flat screen televisions. Pretty self-explanatory. I think that people will enjoy them while having a cup of coffee, smoothie, or whatever they choose.

I hope that this gives you a better idea of some of the upgrades that we are planning on doing at the restaurant. I am sure a lot of people would be satisfied moving into the restaurant in the current condition . But, we want people to realize that something new has arrived and they won't be disappointed in appearance, service, and quality.

Estimated Total Costs of Renovations - $15,000

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor & Council Members**

**VIA:** **City Manager**
**Administrative Services Director / City Clerk**

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

**DATE:** **December 22, 2006**

**SUBJECT:** **Comcast Cable Franchise Agreement**
***January 4, 2007, City Council Meeting***

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**Recommendation**:

That Council approve the attached 10-year Franchise Agreement with Comcast and authorize the Mayor to sign the agreement.

**Discussion**:

Peachtree City has maintained a franchise agreement for cable television services for over two decades, and Comcast is the most recent provider serving Peachtree City residents. Although none of the agreements in the past have been exclusive, the City has only had one provider interested in serving the City at any given time. The franchise agreement enacted in 1994 expired on October 20, 2006, and Peachtree City must now enter into a new franchise agreement for cable services.

The new franchise agreement is substantially similar to the most recent version regarding customer service standards, which are higher than those mandated by the FCC. The new agreement also incorporates some new Federal guidelines and better anticipates the constantly changing technologies involved in cable service.

The changes include:

- A 10-year term, versus the previous 12-year term
- Additional liability insurance requirements to reflect the current industry standards

- Converting the required annual meeting to an "as needed" basis. This was formerly required but was generally poorly attended. The City retains the option of requiring a public meeting if the need arises.
- Elimination of required number of channels - offering an increased range of programming has become an industry standard with competition from satellite providers.
- Acknowledgement that Federal laws may eventually preclude local governments from acting as a franchising entity.
- Resolution of an ongoing dispute between the City and Comcast of telephone franchise fees owed in previous years – when Comcast began providing telephone service, the City felt it became subject to an additional 3% franchise fee required from telephone companies. The contested fee no longer applies because Comcast has modified technologies and now provides telephone service through the Internet, which is exempt from the telephone franchise fees.
- Establishment of a dollar amount for assessing liquidated damages for non-compliance with customer service standards.

The agreement also retains several important elements that were in effect previously:

- The Franchise Fee remains at 4%.
- The agreement remains non-exclusive, allowing another interested provider to operate in the City under the same terms as Comcast.
- Customer service standards remain the same.
- The requirement for cable burial remains the same – ten business days. This issue arises periodically and is one of the primary subjects of citizen complaints.
- Providing cable television to new subdivisions remains at 45 days from the issuance of the first Certificate of Occupancy – this is stronger than industry standards which usually set a percentage (often higher than 50%) of completion of the subdivision. Peachtree City has retained the shorter term due to the relative speed of completion in any given new neighborhood.
- Comcast must continue to maintain a local office or an office at a location agreed upon by the City.
- Comcast must continue to provide service to municipal buildings and to schools within the city limits.
- Comcast must continue to provide a government access channel for the City's use.

**Budget Impact**:

This item should have no significant budgetary impact because the franchise fee remains the same as previously established.

Attachment

STATE OF GEORGIA

COUNTY OF FAYETTE

# CABLE TELEVISION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT, made and entered into this ____day of __________, 2007, by and between the CITY OF PEACHTREE CITY, a municipal corporation of the State of Georgia (hereinafter referred to as "the City") and COMCAST OF GEORGIA/VIRGINIA, INC., whose principal place of business is located at 2925 Courtyards Drive, Norcross, Georgia 30071 (hereinafter collectively referred to as "Company").

## WITNESSETH:

WHEREAS, Company having made application to the City for the rights to construct, operate and install a cable television system in the City under the terms and conditions set forth herein, and the City having the authority to grant such rights pursuant to that certain Ordinance duly passed and approved by the appropriate governmental authority of the City on the 5th day of July, 1990, which Ordinance is entitled "Community Antenna Television Systems" (hereinafter called "Ordinance") and which repealed an earlier ordinance adopted on September 6, 1979 and being desirous of granting such rights to Company,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the City and Company agree as follows:

1. DEFINITIONS. Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the following meanings when used in this Agreement.

Cable Act. The Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521 et seq.

Gross Revenue. "Gross Revenue" means the revenue derived by the Company from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly basic, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

Cable Service. The transmission to and from Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

Cable System or System. Shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services which is provided to multiple Subscribers within the Authorized Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right of way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of Section 621(c) of such Act, 47 U.S.C. Section 541(e)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an open video system that complies with Section 653 of Title VI of the Communications Act of 1934, as amended; (v) a facility that serves to provide Telecommunications Service as such term is defined in the Telecommunications Act of 1996; or (v) any facilities of any electric utility used solely for operating its electric utility system.

Channel. A portion of the electro-magnetic frequency spectrum or any other means of transmission, including but not limited to optical fibers which is used in a Cable System and which is capable of delivering a television channel.

City. The City of Peachtree City.

City Council. The City Council of the City of Peachtree City, State of Georgia.

Company. Comcast of Georgia/Virginia, Inc, a corporation duly organized and validly existing under the laws of the State of Colorado, whose principal place of business is located at 2925 Courtyards Drive, Norcross, Georgia 30071.

FCC. The Federal Communications Commission.

Franchise. The nonexclusive rights granted pursuant to this Agreement to construct, operate, and maintain a Cable System along the Streets within all of the City.

Franchise Agreement. This Agreement.

Law. All federal, state or local laws, regulations or rules, and any other action by an authorized entity or person that has the effect of law.

Mayor. The Mayor of Peachtree City, Georgia.

Service Area. The geographical area within the incorporated limits of the City as now exist or are hereafter altered by legal action of the Mayor and Council.

Person. Any individual, firm, partnership, association, corporation, or organization of any kind.

Street(s). The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Company to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of utility or public service use dedicated for compatible uses for the purpose of installing, operating, and maintaining the Company's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

Subscriber. Any person or entity lawfully receiving Cable Service from the Company pursuant to this Agreement.

Telecommunications Service. Shall have the same definition of such term as is set forth in the Telecommunications Act of 1996, as amended.

Video Service Provider or VSP. Any entity suing the streets provide multiple video programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that uses the streets to provide cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

2. GRANT OF AUTHORITY.

The City hereby grants to the Company under the Cable Act a nonexclusive Franchise authorizing the Company to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways and easements within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Company from offering any service over its Cable System that is not prohibited by federal or state law. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.1 Competitive Equity and Subsequent Action Provisions

2.1.1. Purposes. The Company and the City acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the Law, the Company and the City have agreed to the provisions in this Section 2.6, and they should be interpreted and applied with such purposes in mind.

2.1.2 New Video Service Provider. Notwithstanding any other provision of this Agreement or any other provision of Law, if any Video Service Provider ("VSP") (i) enters into any agreement with the City to provide video services to subscribers in the City, or (ii) otherwise begins to provide video services to subscribers in the City (with or without entering into an agreement with the City), the City, upon written request of the Company, shall permit the Company to construct and operate its Cable System and to provide video services to subscribers in the City under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Company and the City shall enter into an agreement or other appropriate authorization (to the extent the Company determines such an agreement or authorization is necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Company submits a written request to the City.

If there is no written agreement or other authorization between the new VSP and the City, the Company and the City shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines such an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the City.

2.1.3 Subsequent Change in Law. If there is a change in federal, state or local Law that provides for a new or alternative form of authorization for a VSP to provide video services to subscribers in the City, or that otherwise changes the nature or extent of the obligations that the City may request from or impose on a VSP providing video services to subscribers in the City, the City agrees that, notwithstanding any other provision of Law, upon the written request and at the option of the Company, the City shall: (i) permit the Company to provide video services to subscribers in the City on the same terms and conditions as are applicable to a VSP under the changed Law; (ii) modify this Agreement to comply with the changed Law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to subscribers in the City. The City and the Company shall implement the provisions of this Section 2.1.3 within sixty (60) days after the Company submits a written request to the City. Notwithstanding any provision of Law that imposes a time or other limitation on the Company's ability to take advantage of the changed Law's provisions, the Company may exercise its rights under this Section 2.1.3 at any time, but not sooner than thirty (30) days after the changed Law goes into effect.

2.1.4 Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the City under Sections 2.1.2 or 2.1.3 shall supersede this Agreement, and the Company, at its option, may terminate this Agreement or portions thereof, upon written notice to the City, without penalty or damages.

2.2 Change in Law. If there is a change in federal or state Law or court or regulatory agency decision that provides for the imposition of a franchise fee for the provision of any services provided by Company for which a franchise fee is not being paid by Company under the terms of this Agreement, including but not limited, to cable modem services, Company agrees that, notwithstanding any other provision of Law, upon the written request and at the option of the City, the Company shall modify this Agreement or enter into another franchise agreement to comply with the changed Law or decision. The City and the Company shall implement the provisions of this Section 2.2 within sixty (60) days after the City submits a written request to the Company. Notwithstanding any provision of Law that imposes a time or other limitation on the City's ability to take advantage of the changed Law's provisions, the City may exercise its rights under this Section 2.2 at any time, but not sooner than thirty (30) days after the changed Law goes into effect.

3. FRANCHISE TERM.

The term of the Franchise granted hereunder shall be ten (10) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

4. FRANCHISE FEE.

4.1 Franchise Fee. Company shall pay City throughout the term of this Franchise an amount equal to four percent (4%) of Company's Gross Revenues ("Franchise Fee"). Such payments shall be made quarterly, and are due within forty-five (45) days after the end of each calendar quarter. Each Franchise Fee payment shall be accompanied by a written report to City, containing an accurate statement in summarized form of Company's Cable Gross Revenues and the computation of the payment amount.

4.2 City may audit Company to verify the accuracy of Franchise Fees paid City. Any additional amount due City shall be paid within thirty (30) days of City's submitting an invoice for such sum, and if such sum shall exceed ten percent (10%) of the total Franchise Fee which the audit determines should have been paid for any calendar year, Company shall pay City's cost of auditing that calendar year as well.

4.3 Interest. All sums not paid when due shall bear interest at the rate of twelve percent (12%) per annum computed monthly or the highest lawful rate, whichever is less, and if so paid with interest within thirty (30) days of due date, shall not constitute an Event of Default under this Franchise.

4.4 Prior Fees. As of the Effective Date of this Agreement, the parties agree that the Company does not owe franchise fees to the City for the provision of Cable Services or non-cable services; provided, however, that Company shall owe to City the amount of franchise fees payable to the City under the previous franchise agreement between the parties from the date of the last such payment by Company through and including the date this Agreement is adopted.

5. PERFORMANCE BOND.

Company shall provide City no later than thirty (30) days after the acceptance of this Franchise, and annually thereafter, a performance bond from a surety Company meeting the standards of Section 5(i) of this Franchise in the amount of Fifty Thousand Dollars ($50,000.00) in a form reasonably acceptable to City as security for the faithful performance by Company of the provisions of this Franchise, and compliance with all orders, permits and directions of any agency of City having jurisdiction over its acts or defaults under this Franchise, and the payment by Company of any claims, liquidated damages, liens or taxes due City which arise by reason of the construction, operation, maintenance or repair of the Cable System or provision of Cable Services.

The condition of such bond shall be that if Company fails to make timely payment to City or its designee of any amount or sum due under this Franchise; or fails to make timely payment to City of any taxes due; or fails to repay to City within ten (10) days of written notification that such repayment is due, any damages, costs or expenses which City shall be compelled to pay by reason of any act or default of Company in connection with this Franchise; or fails, after thirty (30) days notice of such failure from City, to comply with any provisions of this Franchise which City reasonably determines can be remedied by an expenditure of the money (including, without limitation, the assessment of liquidated damages), then City may demand and receive payment under such bond..

The rights provided City by this Section and its bond and guarantee are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to such bond or guarantee shall affect any other rights City may have, except that City shall not be entitled to multiple remedies for the same violation.

6. INDEMNITY AND INSURANCE

6.1 Disclaimer of Liability. City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the construction, maintenance, repair, use, operation, condition or dismantling of the Cable System or Company's provision of Cable Service.

6.2 Indemnification. In order to protect the public, Company shall at its sole cost and expense indemnify and hold harmless City and all associated, Affiliated, allied and subsidiary entities of City, now existing or hereinafter created, and their respective officers, boards, commissions, attorneys, agents, and employees (hereinafter referred to as "Indemnitees"), from and against:

6.2.1 Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys), whether legal or equitable, which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Company, its personnel, employees, agents, contractors, subcontractors or Affiliates, which may arise out of or be in any way connected with the construction, installation, operation, maintenance or condition of the Cable System or other Company property (including those arising from any matter contained in or resulting from the transmission of signals over the System and including any claim or lien arising out of work, labor, materials or supplies provided or supplied to Company, its contractors or subcontractors), the provision of Cable Services, other services or Company's failure to comply with any Federal, State or local statute, ordinance or regulation.

6.2.2 Any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person arising out of the installation, operation, or maintenance or condition of the Cable System or Company's failure to comply with any Federal, State or local statute, ordinance or regulation.

6.3 Assumption of Risk. Company undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any City-owned or controlled property, including Public Ways.

6.4 Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are or may be indemnified hereunder, Company shall upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel reasonably acceptable to City; provided, however, that Company shall not admit liability in any matter on behalf of the Indemnitees without the written consent of City.

6.5 Insurance. At all times during the term of this Franchise, plus any time after the term is over during which removal of facilities or restoration is occurring, Company shall obtain, maintain, and pay all premiums for all insurance policies described in this Section, so as to protect the public. Within thirty (30) days from the Effective Date of this Franchise, Company shall file with Municipality certificates of insurance evidencing coverage. Failure to obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Franchise and may be grounds for termination of this Franchise.

6.6 Commercial General Liability. Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Two Million Dollars ($2,000,000).

6.7 Workers' Compensation. Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.8 Umbrella Policies. The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.9 Additional Insured/Claims Made Basis. Municipality shall be named as an additional insured on all policies (other than workers' compensation and employer's liability). All insurance policies shall provide that they shall not be cancelled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims-made basis.

6.10 No Limitation of Liability. No recovery by Municipality of any sum by reason of any insurance policy required by this Franchise shall be any limitation upon the liability of Company to Municipality or to other persons.

6.11 Qualified Carriers. All insurance shall be effected under valid and enforceable policies insured by insurance carriers licensed to do business in the State of Georgia or by surplus line carriers on the State Insurance Commissioner's approved list of companies qualified to do business in the State of Georgia. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

6.12 Deductibles. The insurance policies required by this Part may be written with deductibles but may not be written with retainages. No deductible shall exceed $100,000.00 unless approved by Municipality in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.13 Contractors. Company's contractors and subcontractors working in the Public Ways shall carry in full force and effect commercial general liability, automobile liability and workers' compensation and employer's liability insurance which complies with all terms of this Section 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company policies).

6.14 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them") with respect to issues arising from the installation or operation of the Cable System. Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7. POLICE POWER.

Company shall at all times during the term of this Franchise be subject to all lawful exercise of the police power of the City. The right is hereby reserved to the City to adopt, in addition to the provisions herein contained and any existing applicable ordinances, such additional applicable ordinances as it shall find necessary in the exercise of its police power; provided, however, that such additional ordinances shall be reasonable, shall not conflict with or alter in any manner the rights granted herein and shall not conflict with the laws of the State of Georgia, the laws of the United States of America, or the rules, regulations, and policies of the FCC. In the event an ordinance, rule or administrative procedure of the City conflicts with the terms of this Agreement, the terms of this Agreement shall prevail.

8. BOOKS AND RECORDS OF COMPANY.

8.1. Throughout the term of this Franchise Agreement, the Company agrees that the City, upon seven (7) days written notice to the Company, may review such of the Company's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Company's compliance with the provisions of this Franchise Agreement at the Company's business office, during normal business hours, and without unreasonably interfering with Company's business operations. Such books and records shall include any records required to be kept in a public file by the Company pursuant to the rules and regulations of the FCC and a copy, true and accurate, of maps and/or plats of existing and proposed installations upon the Streets. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Company for a minimum period of three (3) years.

8.2 The City agrees to treat any information disclosed by the Company as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Company shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Company to competitively sensitive. In the event that the City receives a request under the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.) for the disclosure of information the Company has designated as confidential, trade secret or proprietary, the City shall notify Company of such request and cooperate with Company in opposing such request.

8.3 Company shall maintain in its offices in the City a copy, true and correct, of maps and/or plans of existing and proposed installations upon the Streets. These maps shall conform to the requirement of the City and shall be kept continuously up to date.

9. FCC RULES APPLICABLE.

9.1 This Franchise is governed by and subject to all applicable rules, regulations and policies of the Federal Communications Commission, and by the laws of the State of Georgia. Should there be any modifications of the provisions of the Rules and Regulations of the Federal Communications Commission that must be incorporated in this Franchise, then to the extent such modifications do not automatically and immediately preempt a contrary or conflicting term in the Franchise, the City and Company agree that such incorporation shall be accomplished within one (1) year after the effective date of the FCC's adoption of the modification or upon renewal of this Franchise, whichever occurs first.

9.2 Should there be any modifications of the provisions of the Rules and Regulations of the Federal Communications Commission or State or Federal Law that must be incorporated into this Franchise, then to the extent such modifications do not automatically and immediately preempt a contrary or conflicting term in this Franchise, the City and Company agree that such incorporation shall be accomplished within sixty (60) days of the adoption of such regulation or statute or upon the renewal of this Franchise, whichever occurs first. By way of specific reference, in the event that a regulation or statute is adopted which allows for the imposition of franchise fees to providers of internet services, such incorporation shall be accomplished within the proscribed time period; however, the City shall impose such franchise fees across all internet service providers as authorized by law.

9.3 Consistent with the requirements of the Rules of the FCC, any modification of said rules resulting from amendments thereto by the FCC shall, to the extent applicable, be considered as a part of the Franchise as of the effective date of the amendment made by the FCC.

10. CONDITION OF USE OF STREETS.

10.1 In accordance with applicable law, the City shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Company's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Company's compliance with the provisions of this Franchise Agreement.

10.2 If the grades or lines of any Public Way within the Service Area are lawfully changed at any time during the term of this Franchise Agreement, then the Company shall, upon reasonable advance written notice from the City (which shall not be less than sixty (60) days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any Person using such street or public right-of-way for the purpose of defraying the cost of any of the foregoing, the City shall upon written request of the Company make application for such funds on behalf of the Company. To the extent the relocation of the Cable System, or any portion thereof, is required pursuant to a private development project, the Company shall not be responsible for the costs associated with such relocation.

10.3 The Company shall, upon reasonable prior written request of any Person holding a permit issued by the City to move any structure, temporarily move its wires or equipment, including but not limited to the raising or lowering of the Company's wires, to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires, which charge shall not exceed Company's actual costs; and (ii) the Company is given not less than thirty (30) days advance written notice to arrange for such temporary relocation.

10.4 The Company shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

10.5 The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment. All such trimming shall be done at the Company's sole cost and expense and in compliance with Article XI. Vegetation Protection and Landscape Requirements of the City's Land Development Ordinance. The Company shall be responsible for any damage caused by such trimming.

10.6 Nothing in this Section shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment in the event that other transmission and distribution facilities of all of the respective public or municipal utilities in are area of the Franchise Area are not also maintained underground.

10.7 <u>Restoration of Property.</u> Company shall immediately restore at its sole cost and expense, in a manner approved by City, any public property or portion of the Public Ways that is in any way disturbed by the construction, operation, maintenance or removal of the Cable System to at least as good condition as that which existed prior to the disturbance, and shall at its sole cost and expense immediately restore or replace any other property, real or personal, disturbed, damaged or in any way injured by or on account of Company or by its acts or omissions, to at least as good condition as such property was in immediately prior to the disturbance, damage or injury. Such a restoration shall start promptly but no more than fifteen (15) days from Company becoming aware of the problem in question. Company shall promptly reimburse City for the cost of City repairing any Municipal property harmed by Company (should City choose to conduct such repairs at its expense). In such event, the amounts due and owing City shall increase by one and one-half percent (1 and 1/2%) per month starting with the second month after Company being invoiced for the cost of such repair.

10.8 <u>Relocation of Facilities</u>. Company shall at its own cost and expense, protect, support, disconnect or remove from the Public Ways any portion of the Cable System when required to do so by City due to street or other public excavation, construction, repair, grading, regrading or traffic conditions; the installation of sewers, drains, water pipes, or municipally-owned facilities of any kind; or the vacation, construction or relocation of streets or any other type of structure or improvement of a public agency or any other type of improvement necessary for the public health, safety or welfare.

10.9 Emergency Notification. Company shall provide City with a twenty-four (24) hour emergency telephone number at which a named responsible adult representative of Company (not voicemail or a recording) can be accessed in the event of an emergency.

10.10 Private Property/Zoning. Company shall be subject to all laws and regulations regarding private property in the course of constructing, installing, operating or maintaining the Cable System in City. Company shall comply with all zoning and land use restrictions as may currently exist or may hereafter be enacted or amended.

10.11 Vacation. If a street or Public Way where Company has facilities is vacated, eliminated, discontinued or closed, Company shall be notified of same and all rights of Company under this Franchise to use same shall terminate and Company shall immediately remove the Cable System from such street or Public Way unless Company obtains all necessary easements from the affected property owners to use the former street or Public Way or a court orders the provision of such easements. Where reasonably possible and to the extent consistent with the treatment of other utility facilities in the former street or Public Way, City shall reserve easements for Company to continue to use the former street or Public Way. Company shall bear the cost of any removal or relocation of the Cable System unless the vacation is primarily for the benefit of a private party, in which case the private party shall bear such costs. Company shall be provided thirty (30) days notice of any proposed vacation proceedings involving its facilities.

10.12 Discontinuance and Removal of the Cable System. Upon the revocation, termination, or expiration of this Franchise, and the exhaustion of all appeals available to the Company, Company shall immediately (subject to the notice provision of Section 14.2) discontinue the provision of Cable Services and all rights of Company to use the Public Ways shall cease. Company, at the direction of City, shall remove its Cable System, including all supporting structures, poles, transmission and distribution system and other appurtenances, fixtures or property from the Public Ways, in, over, under, along, or through which they are installed within six (6) months of the revocation, termination, or expiration of this Franchise. Company shall also restore any property, public or private, to the condition in which it existed prior to the installation, erection or construction of its Cable System, including any improvements made to such property subsequent to the construction of its Cable System. Restoration of municipal property including but not limited to the Public Ways shall be in accordance with the directions and specifications of City, and all applicable laws, ordinances and regulations, at Company's sole expense. If such removal and restoration is not completed within six (6) months after the revocation, termination, or expiration of this Franchise, all of Company's property remaining in the affected Public Ways shall, at the option of City, be deemed abandoned and shall, at the option of City, become its property or City may obtain a court order compelling Company to remove same. In the event Company fails or refuses to remove its Cable System or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the Cable System, City, at its option, may perform such work and collect the costs thereof from Company. No surety on any performance bond nor any letter of credit shall be discharged until City has certified to Company in writing that the Cable System has been dismantled, removed, and all other property restored, to the satisfaction of City.

## 11 OPERATIONAL STANDARDS.

11.1 Channels; Programming. The Cable System shall be capable of delivering up to 250 channels of video programming to Subscribers within the City, which may be delivered by analog, digital or other transmission technologies as the Company may, in its sole discretion, determine. Only those broadcast stations which Company is prevented from carrying by operation of the retransmission consent provisions of the Cable Television Consumer Protection and Competition Act of 1992 may be omitted. Company shall provide to Subscribers in City the following categories of programming: sports, news, entertainment, music, religion, health/lifestyle, cultural/arts, children's, minority, family, and weather.

11.2 Emergencies. City may remove or damage the Cable System in the case of fire, disaster, or other emergencies threatening life or property. In such event, neither City nor any agent, contractor or employee thereof shall be liable to Company or its customers or third parties for any damages caused them or the Cable System, such as for, or in connection with, protecting, breaking through, moving, removal, altering, tearing down, or relocating any part of the Cable System. except when such damage is from the gross negligence or willful misconduct of such City employee, agent or contractor.

11.3 Alert System. The Cable System shall include an emergency alert system ("EAS") as required by FCC and the Cable Television Consumer Protection and Competition Act of 1992, as amended.

11.4 Compliance with Applicable Law. In constructing, maintaining, and operating the Cable System, Company shall act in a good and workmanlike manner, observing high standards of engineering and workmanship and using materials which are of good and durable quality. Company shall comply in all respects with all applicable codes, including the National Electrical Safety Code (latest edition); National Electric Code (latest edition); all standards, practices, procedures and the like of the National Cable Television Association; the requirements of utilities whose poles and conduits it uses; and all applicable Federal, State, and local laws.

11.5 Maintenance and Repair. Company shall keep and maintain a proper and adequate inventory of maintenance and repair parts for the Cable System and a workforce of skilled technicians for its repair and maintenance.

11.6 Easement Usage. To the extent allowed by applicable State and Federal law, this Franchise authorizes the construction of the Cable System over Public Ways, and through easements, within the Authorized Area and which have been dedicated for compatible uses, subject to the requirements in the balance of this Section and of this Franchise. In using all easements, Company shall comply with all Federal, State, and local laws and regulations governing the construction, installation, operation, and maintenance of a Cable System. Without limitation, Company shall ensure that:

11.6.1 The safety, functioning and appearance of the property and the convenience and the safety of other persons not be unreasonably affected by the installation or construction of facilities necessary for the Cable System, including the duty of the Company to restore the property to its condition prior to such work being performed;

11.6.2 The cost of the installation, construction, operation, or removal of such facilities be borne by Company; and

11.6.3 The owner of the property be justly compensated by Company for any damages caused by the installation, construction, operation, or removal of such facilities by Company.

11.7 Other Permits. This Franchise does not relieve Company of the obligation to obtain permits, licenses and other approvals from City necessary for the construction, repair or maintenance of the Cable System or provision of Cable Services or compliance with other municipal codes, ordinances and permissions, such as compliance with necessary right-of-way permits, building permits and the like.

11.8 Extension of Plant to New Subdivisions. The Company shall extend the System to serve new subdivisions, or new phases of existing subdivisions, in accordance with the procedures below:

11.8.1 The Company shall use its best efforts to participate in joint trenching with other providers of utility or compatible services using the Streets. When participating in such joint trenching, the Company shall place sufficient cables or conduit in the ground to provide Cable Services to the development. However, the Company shall not be obligated to install the necessary electronics to activate the cables until such time as the development meets the criteria detailed in Section 11.8.2.

11.8.2 The Company shall provide services to new subdivisions, or new phases of existing subdivisions, within thirty (30) days of the first certificate of occupancy being issued within such new or existing subdivision.

The City shall provide the Company with plans for developments within the Service Area requiring undergrounding of cable facilities. Plans shall be on file at the Peachtree City Building Department, available for Company retrieval on a weekly basis. The City agrees to require the developer, as a condition of issuing the permit, to notify the Company of development. Company shall be responsible for installation and for coordination of any joint trenching project with the other participating utilities trenches. The Company shall be responsible for engineering and deployment of labor applicable to its cable facilities.

11.9 The Company shall have trained Company representatives available to respond to customer telephone inquiries during normal business hours and at all additional times when the cable business office is open to the public. Additionally, the Company shall provide telephone access 24 hours a day to the public.

Company must answer the telephone within 30 seconds of the initial ring. If a transfer of a call is required, it must be completed within 30 seconds of when the transfer is first attempted. The answering time and transfer time must be accomplished by 90 percent of the calls.

Under normal operating conditions, a customer of a cable operator shall not receive a busy signal greater than or equal to three percent of the time.

The Company shall be required to keep records of telephone calls, the time it takes to answer the call, and the time it takes to transfer the call. The Company shall keep a copy of all complaints, either oral or written, received by the Company concerning its telephone availability and telephone procedures. A verified copy of this complaint log and the telephone call log shall be available for inspection by the City upon seven (7) days written notice to the Company, said inspection to occur at the Company's business office in the City, during normal business hours, and without unreasonably interfering with Company's business operations. Such records shall be retained by the Company for a minimum period of three (3) years.

The Company shall perform all standard installations within five working days after an order is placed with the Company unless the Subscriber requests a specific installation time or date. Standard installations are those that are located within 125 feet from the existing distribution system. The Company shall meet this standard not less than ninety-five percent (95%) of the time as measured on a quarterly basis.

Cable shall be buried within ten working days of installation, weather permitting.

The Company shall make appointments for service calls and other installation activities either at a specified time or at a maximum of a four-hour time block during normal business hours. The operator may schedule service calls and other installation activities outside normal business hours for the express convenience of the customer. The cable operator may not cancel an appointment with the customer after the close of business on the business day prior to the scheduled appointment. If the Company representative is running late for an appointment with the customer and will not be able to keep the appointment as scheduled, the customer shall be contacted by the Company. The appointment shall be rescheduled as necessary, at a time that is convenient for the customer.

The Company shall comply with the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended, for all standards not addressed in this agreement.

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Company or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Company shall follow the applicable FCC notice requirements and rules and notify the Franchise Authority and all affected Customers, which notice may be by any means permitted under applicable law.

Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary, the Company may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

The Company shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto

As requested by the City, but not more than once annually, Company shall conduct a public hearing to receive information, feedback, and input from Company's subscribers who reside in the City regarding Company's operation of the Cable System. The phrase "operation of the Cable System" is defined for this paragraph to be all-encompassing and shall include, but not be limited to, topics such as programming and service. This meeting shall begin no earlier than 7:00 p.m. and no later than 8:00 p.m. on any Monday, Tuesday, Wednesday or Thursday which is not a state or federal holiday. This hearing must be held within the Franchise Area and must be publicized once a week for four weeks preceding the week of the meeting in the local newspaper which serves as the official legal organ of the City. Notice must be given to the City Manager of the date, place and time of the meeting at least four (4) weeks in advance of the meeting. The City shall have at least one representative present at the meeting. Minutes shall be kept of this meeting and a copy provided to the City Manager. Company must provide a written report to the City Manager within thirty (30) days following this meeting of how it will address each comment made by Subscribers at the meeting.

The Cable System shall comply with all applicable requirements of the FCC (specifically Subpart K of Part 76 of the FCC's Cable Television Technical Service Rules), the National Electric Code, federal laws, City ordinances and adopted building codes, and other pertinent state and local laws.

12. <u>CUSTOMER SERVICE</u>.

12.1 <u>Customer Service Standards.</u> The requirements set forth in this Section 12 shall be in addition to those requirements set forth in Section 11(9) above.

Company will comply with the more stringent of the customer service and consumer protection provisions of this Franchise; those from time to time adopted by Company; those from time to time adopted by the FCC (current FCC Customer Service Rules attached as Exhibit A); or the service and consumer protection standards from time to time adopted by the National Cable Television Association.

As to Company, the parties agree that the signing of this Franchise satisfies the requirement in the FCC Customer Service Rules that the City must provide affected cable operators ninety (90) days written notice of its intent to enforce FCC standards.

"Normal Business Hours" for the purpose of such FCC customer service rules as in effect on the Effective Date of this Franchise shall mean for in-person and live telephone service at Company's local office, 8:30 a.m. to 5:30 p.m. Monday through Friday, excluding holidays, and 9:00 a.m. to 1:00 p.m. on Saturday. There shall be available to Subscribers a live operator or telephone answering service twenty-four (24) hours each day, seven (7) days each week. During Normal Business Hours, all calls shall be sent to the Company's local office.

12.2 Negative Options. Company will not engage in the practice of "negative option" marketing and will not charge a Subscriber for any optional, a la carte or premium service or equipment which the Subscriber has not affirmatively requested.

12.3 Access to Service. Company shall comply at all times with all applicable Federal, State and local laws and regulations relating to nondiscrimination. Company shall not deny or discriminate against any group of actual or potential Subscribers in City on access to or the rates, terms and conditions of Cable Services because of the income level or other demographics of the local area in which such group may be located.

12.4 Programming/Lockout. Company shall provide all Subscribers with the option of obtaining a device at no charge by which the Subscriber can prohibit the viewing of a particular Cable Service during periods selected by the Subscriber.

12.5 Pay Per View. Subscribers shall be given the option of not having pay per view or per program service available at all or only provided upon the Subscriber providing a security number selected by an adult representative of the Subscriber.

12.6 Municipal Contact. Company shall provide a separate phone number and management level person at Company for City to contact on customer service related matters. Such person and number shall be for the use of City and not for the general public. Any such calls by City to such person shall be returned within one (1) business day. On any complaints submitted by City to such person Company shall within three (3) business days provide City in writing its plan for resolution of such complaint.

12.7 Office/Phone. Company shall maintain an office to serve the purpose of paying bills; receiving and responding to requests for service; receiving and resolving customer complaints regarding Cable Service, equipment malfunctions, billing and collection disputes; and similar matters. Such office shall be located within City or at such other location as City and Company shall from time to time in writing agree. Company shall have a local telephone number or toll-free telephone number for use by Subscribers toll-free twenty-four (24) hours per day, seven (7) days per week. The office of Company shall be open during Normal Business Hours to receive inquiries or complaints in person or by live telephone answering by a trained customer service representative able to respond to questions or complaints.

12.8 Upon the request of the City, the Company shall provide reports to City demonstrating on a consistent basis, fairly applied, the number of telephone calls received by Company and in addition measuring Company's compliance with the standards of FCC Rules

76.309(c)(1)(ii) and (iv), and 76.309(c)(2)(i), (ii), and (iv) (a copy of the current Rules are attached as Exhibit A). Such report shall show Company's performance excluding periods of abnormal operating conditions, and if Company contends any such conditions occurred during the period in question, it shall also describe the nature and extent of such conditions and show Company's performance including the time periods such conditions were in effect.

12.9 Continuity of Service. Throughout the term of the Franchise, Company shall operate the Cable System and provide Cable Services twenty-four (24) hours per day, seven (7) days per week. Company shall voluntarily interrupt Cable Service in the City only with prior notice to Subscribers, for good cause, and for the shortest time possible except (a) in emergency situations, (b) as required by the FCC and (c) service may be interrupted between 12:00 a.m. and 6:00 a.m. for routine testing, maintenance and repair, without notification. In the event of a System upgrade, Company shall both minimize any interruptions in Cable Service caused by the upgrade, and shall meet with City in advance to advise City of the nature, geographic extent and duration of any interruptions and obtain, and where possible respond to, City's comments on same. Company shall credit Subscribers on a pro rata basis for Cable Services not received during an interruption.

12.10 Log of Complaints. Company shall maintain a written log of Subscriber complaints or an equivalent stored in computer memory, and be capable of access and reproduction in printed form of all Subscriber complaints. Such log shall list the date and time of such complaints, and describing the nature of the complaints and when and what actions were taken by Company in response thereto. Such log shall be kept at Company's local office reflecting the operations to date for a period of at least three (3) years, and shall be available for City's inspection under the conditions set forth herein.

12.11 FCC Technical Standards. Company shall meet or exceed the FCC's technical standards that may be adopted from time to time.

12.11.1 Upon request, Company shall provide City with a report of such testing.

12.11.2 Company shall establish the following procedure for resolving complaints from Subscribers about the quality of the television signal delivered to them: All complaints shall go initially to a customer service representative and then to the manager of Company's local office for resolution within ten (10) days. If not resolved at that level, they shall be referred to City and then to the FCC.

12.11.3 City at its expense and with notice to Company may test the Cable System in cooperation with Company for compliance with the FCC technical standards once per year and more often if there are a significant number of Subscriber complaints. Company shall reimburse City for the expense of any test (not to exceed Five Thousand Dollars ($5,000) per calendar year for tests) which shows any noncompliance with such standards

12.12 Liquidated Damages. Company acknowledges that noncompliance with the customer service standards set forth above in Section 12 and operational standards in Section 11 will harm Subscribers and City and the amounts of actual damages will be difficult or impossible to ascertain. City may therefore assess the following liquidated damages against Company for noncompliance with such customer service standards. Each day on which a violation of the customer service standards as defined in Section 4.1 occurs constitutes a separate offense, except that a violation by Company of a quarterly standard shall constitute a single offense for such quarter.

12.12.1 First noncompliance with a given standard - Two Thousand Dollars ($2,000).

12.12.2 Second noncompliance with a given standard within four (4) consecutive calendar quarters - Four Thousand Dollars ($4,000).

12.12.3 Third and subsequent noncompliance with a given standard within six (6) consecutive calendar quarters - Six Thousand Dollars ($6,000).

12.12.4 Liquidated damages shall be assessed in accordance with the procedures set forth in Section 15 of this Agreement.

13. SERVICE TO GOVERNMENT BUILDINGS

Free Service. During the term of this Franchise Company shall provide the following free service:

Company shall provide, without any monthly charge, one (1) free Standard Installation and Expanded Basic Service to one outlet at each of the municipal facilities and each public school in the Franchise Area. If requested, Company will add additional outlets at the preceding facilities at standard commercial rates. Such outlets shall be used only for Cable Services. None of the preceding entities receiving free Cable Service and outlets shall be charged any fee during the term of this Franchise for those channels comprising basic service or any expanded basic service or for additional outlets. No channels may be resold.

14. GOVERNMENT ACCESS.

The Company shall designate capacity on one channel(s) for government video programming provided by the City.

To the extent permitted by Georgia law, The City shall indemnify Company for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties on the government access channel and from claims arising out of the City's rules for or administration of access.

15. REMEDIES.

15.1 Not Exclusive. The Company agrees that the City shall have the specific rights and remedies set forth in this Section 15. These rights and remedies are in addition to any and all other rights or remedies, now or hereafter available to the City to enforce the provisions of this Agreement, and will not be deemed waived by the exercise of any other right or remedy. The exercise of any such right or remedy by the City shall not release the Company from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by the Company.

15.2 Events of Default

15.2.1 Grounds. The Company agrees that an Event of Default shall include, but shall not be limited to, any of the following acts or failures to act by the Company, or by any employees, contractors, subcontractors, consultants, agents or representatives of the Company, or, to the extent applicable, to any Affiliated Person:

(A) Any substantial failure to comply with any material provision of this Agreement that is not cured within thirty (30) days after written notice pursuant to this Section 15; or such non-compliance if, by its nature cannot be cured within thirty (30) days, the Company has not initiated reasonable steps to remedy such default and notified the City of the steps being taken and the projected date of such compliance;

(B) In the event that the Company shall suspend or discontinue its business;

15.2.2 City Action Upon Occurrence of Event of Default. Upon the occurrence of an Event of Default, then, in accordance with the procedures provided in Section 15.2.3, the City may, at any time during the term of this Agreement:

(A) Require the Company to take such actions as the City deems reasonably appropriate under the circumstances; and/or

(B) Seek liquidated damages pursuant to Section 12.13 of this Agreement.

(C) Revoke the Franchise by termination of this Agreement pursuant to this Section 9.

15.2.3 Breach Procedures. The City shall exercise the rights provided in Section 15.2.2 in accordance with the procedures set forth below:

(A) The Responsible Franchising Official shall notify the Company, in writing, of an alleged Event of Default, which notice shall specify the alleged Event of Default with reasonable particularity. The Company shall, within sixty (60) days after receipt of such notice or such longer period of time as the Responsible Franchising Official may specify in such notice, either cure such alleged Event of Default or, in a written response to the Responsible Franchising Official, either present facts and arguments refuting such alleged Event of Default or state that such alleged Event of Default will be cured and set forth the method and time schedule for accomplishing such cure.

(B) The Responsible Franchising Official shall determine (A) whether an Event of Default has occurred; (B) whether such Event of Default is excusable; and (C) whether such Event of Default has been cured or will be cured by the Company.

(C) If the Responsible Franchising Official determines that an Event of Default has occurred and that such Event of Default is not excusable and has not been or will not be cured by the Company in a manner and in accordance with a schedule reasonably satisfactory to the Responsible Franchising Official, then the Responsible Franchising Official shall prepare a written report which may recommend the action to be taken by the City's governing body. The City shall provide notice and a copy of such report to the Company. The Company shall have the right to submit within thirty (30) days of receipt of such report additional written evidence and information to the City in support of its position. In the event that the City's governing body determines that such Event of Default has not occurred, or that such Event of Default either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the City's governing body, or that such Event of Default is excusable, such determination shall conclude the investigation and such determination shall be communicated to the Company in writing.

(D) If the City's governing body preliminarily determines that there is an Event of Default, then the City shall conduct a public hearing to determine if an Event of Default has occurred, such hearing shall take place not less than thirty (30) days from the issuance of the report required under Section 15.2.3(C). At the designated hearing, the City shall give the Company an opportunity to state its position on the matter, present evidence and question witnesses. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days.

(E) If the City's governing body determines in a public proceeding that an Event of Default has occurred, and that such Event of Default has not been and will not be cured in a manner and in accordance with a schedule reasonably satisfactory to the City's governing body, and that such Event of Default is not excusable, then the City will issue a written order, detailing its findings and the action to be taken as provided for in Section 15.2.2.

(F) The Company may appeal such order and determination to an appropriate court, which shall have the power to review the decision of the City Such appeal must be taken within thirty (30) days of the issuance of the determination of the City.

15.3 City's Right to Order Removal or To Acquire or Effect a Transfer of the System

15.3.1 Acquisition or Transfer. Upon any lawful termination and prior to the City's issuance of a removal order, the Company shall be provided with twelve (12) months to seek a purchaser for the Cable System, which purchaser shall be subject to the reasonable approval of the City pursuant to Section 16 of this Agreement. Within such twelve (12) months period, the Company shall provide the City with a buyer and a timeline for the proposed transaction that is reasonably acceptable to City calculated from the later date of (a) the City's Governing Body's determination to revoke the Franchise, or (b) the date of a final, non-appealable decision of a court of competent jurisdiction. If the Company cannot find a purchaser at fair market value or elects not to find a purchaser for the Cable System, the City may acquire ownership of the System or effect a transfer of ownership to a third party.

15.3.2 Price. In the event of a lawful termination of this Franchise, the price to be paid to the Company upon an acquisition or transfer by the City or to a third party acceptable to the City shall be pursuant to Section 627 of the Cable Act.

15.3.3 Removal. Upon any lawful termination, the City may issue a removal order directing the Company to remove, at the Company's sole cost and expense, all or any portion of the System from all Streets and other public property within the Franchise Area, subject to the following:

(A) in removing the System, or any part thereof, the Company shall, at its own expense, refill and compact any excavation it makes, and shall leave the Streets and other property, including utility cables, wires and attachments, in as good condition as that prevailing immediately prior to the Company's removal of the System;

(B) the liability insurance and indemnity provisions of this Agreement shall remain in full force and effect during the period in which the System is being removed and the associated repairs to the Streets and other property are being made; and

(C) if, in the reasonable judgment of the City, the Company fails to substantially complete removal, including repair of the Streets and other property within twelve (12) months of the City's issuance of a removal order, the City shall have the right to: (a) authorize removal of the System, at the Company's cost, by another Person; and (b) declare that all rights, title and interest to the System belong to the City, including any portion of the System not designated for removal, without compensation to the Company.

15.4 Termination. In the event of any termination of this Agreement and subject to the rights of the Company in Section 15.3.1, the City may: (i) direct the Company to cooperate with the City or third party in maintaining continuity in the distribution of Services to Subscribers over the System for a period of up to three (3) months or (ii) order the Company to cease all construction and operational activities in a prompt and workmanlike manner.

15.5 Company's Obligations. In the event of any acquisition, transfer or Abandonment pursuant to Section 15.3, the Company shall promptly supply the City or third Person with all records necessary to reflect the change in ownership and to operate and maintain the System.

## 16. RESTRICTIONS AGAINST ASSIGNMENT

Neither the Company nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No change in control of the Company, defined as an acquisition of 25% or greater ownership interest in Company, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Company in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken action on the Company's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

## 17. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

## 18. FORCE MAJEURE

Neither party shall be liable to the other nor considered to be in default or subject to any sanctions under any provision or section of this Franchise for failure to abide by or comply with the terms of this Franchise if such failure is caused by an act of God, strike, public unrest, or other unforeseen or uncontrollable force. Parties shall be so excused only for the length of time and to the extent such force majeure prevents either party from abiding by or complying with the terms of the Franchise. Company shall not be declared in violation or be subject to any sanction under any provision of this Agreement in any case where the action justifying such sanction is without Company's knowledge or authorization or outside its control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Company's cable or equipment is attached, so long as Company has made timely notification to such utility regarding utility pole service or monitoring.

## 19. TIME ESSENCE OF THE AGREEMENT

Whenever the Franchise shall set forth any time for any act to be performed by or on behalf of either party, that time shall be deemed of the essence, and any failure of either party to perform within the time allotted shall be deemed a material breach.

20. EXTENSION OF CITY LIMITS

Upon the annexation of any territory to the City (other than through a governmental consolidation process, as to which the City makes no agreement), the right and Franchise hereby granted shall extend to the territory so annexed to the extent the City has authority, and all facilities owned, maintained or operated by Company, located within, under or over Streets of the territory so annexed shall thereafter be subject to all terms hereof.

21. NOTICES

(a) All notices required in this Franchise to be sent to Company shall be sent via certified mail, return receipt requested, to the General Manager at the last address on file with the City and to COMCAST OF GEORGIAVIRGINIA, INC., 2925 Courtyards Drive, Norcross, Georgia 30071. The City shall also send copies of notices to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
360 Interstate North Parkway, Suite 600
Atlanta, GA 30339
Facsimile: (678) 385-5101

And :

Comcast Cable Communications, Inc.
1500 Market Street
Philadelphia, PA 19102
Attn.: Government Affairs Department

(b) All notices required in this Franchise to be sent to City shall be sent via certified mail, return receipt requested, to City Manager, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

22. AGREEMENT

This Franchise Agreement shall be deemed to be executed in the State of Georgia, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Georgia, as applicable to contracts entered into and performed entirely within the State.

This Agreement embodies the entire understanding and agreement of the City and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the City and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the City or the Company. All ordinances or parts of ordinances or other agreements between the Company and the City that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Company, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

Company by acceptance of the Franchise acknowledges that it has not been induced to enter into the Franchise by any understanding or promise, or other statement whether verbal or written by or on behalf of the City or by any other third person concerning any term or condition of the Franchise not expressed herein.

Company expressly acknowledges that upon accepting the Franchise, it does so relying upon its own investigation and understanding of the power and authority of the City to grant the Franchise.

Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Company may have under federal or state law unless such waiver is expressly stated herein

23. SUBSEQUENT ACTION.

If City determines that a material provision of this Franchise is affected by any subsequent action of the State or Federal government, City shall have the right to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this Franchise. Company shall be given notice of and an opportunity to comment on any such proposed modification

24. ACCEPTANCE OF FRANCHISE.

Company further acknowledges by acceptance of this Franchise that it has carefully read the terms and conditions of this Franchise and any applicable cable ordinance of City and accepts the obligations imposed thereby regardless of whether such obligations are contained in the Franchise or such cable ordinance, or both. As of the Effective Date, and without waiving any rights Company may have to challenge the lawfulness or enforceability of this Franchise or municipal ordinances in the future, Company does not contend that any provision of the Franchise is unlawful or unenforceable, nor is it aware of any municipal ordinance which it contends is unlawful or unenforceable.

25. NON-WAIVER; PREEMPTION.

Nothing in this Franchise shall be deemed an agreement by City as to any claimed preemptive effect, nor shall it be deemed a waiver of City's right to challenge any claimed preemptive effect, of any subsequent Federal law, regulation, or court ruling alleged to conflict with, alter, limit, or replace terms, requirements or conditions of this Franchise in effect as of the Effective Date.

26. <u>RESERVED RIGHTS</u>.

City reserves all rights and powers under its police powers and powers conferred by Federal, State or local law. In particular City reserves the right to alter, amend, or repeal its municipal code and cable ordinance as it determines shall be conducive to the health, safety and welfare of the public, or otherwise in the public interest In the event any ordinance conflicts with the terms and conditions of this Agreement, the terms of this Agreement shall prevail. City agrees that by accepting this Franchise, Company has not waived its right to object to the application to it of actions by City pursuant to its reserved rights or police powers.

27. <u>NO THIRD PARTY BENEFICIARIES</u>.

Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by hereunto setting their hands and affixing their seals the day and date first above written.

(Signatures )

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** **Mayor & Council Members**

**VIA:** **City Manager**

**FROM:** **Administrative Services Director / City Clerk**

**DATE:** **December 19, 2006**

**SUBJECT:** **Consider Resolution to Amend WASA Terms of Office to Four (4) Years January 4, 2007, Council Agenda**

---

**Recommendation**:

Consider adopting the attached resolution requesting the State Legislature to amend the act that created the Peachtree City Water and Sewerage Authority (WASA) to allow for a change in the terms of office from five (5) years to four (4) years.

**Discussion**:

Last year City Council approved a resolution requesting the State Legislature to amend the act that created WASA to change the terms of office to four (4) years. No action was taken by the legislature on this issue. Since there have been three new members elected to Council since last year, staff has prepared a new resolution for the current Council to consider.

**Budget Impact**:

None

Attachment

CITY OF PEACHTREE CITY
STATE OF GEORGIA

**RESOLUTION No. _____**

A RESOLUTION TO AMEND THE ACT CREATING THE PEACHTREE CITY WATER AND SEWERAGE AUTHORITY SO AS TO SHORTEN THE TERMS OF OFFICE FOR THE MEMBERS OF SAID AUTHORITY; TO APPROVE THE PROPOSED LEGISLATION TO BE INTRODUCED IN THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA SO AS TO AMEND SAID ACT; TO REPEAL CONFLICTING LAWS AND RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Peachtree City, Fayette County, Georgia, was duly incorporated by an act appearing at 1959 Ga. Laws, p. 2049, as amended by Ordinance No. 770, adopted September 6, 2001, et. seq.; and

WHEREAS, pursuant to the request by the City Council of the City of Peachtree City, Georgia, the Peachtree City Water and Sewerage Authority was created in 1987, 1984 Ga. Laws, page 4935, as amended by 1996 Ga. Laws, page 3828; and

WHEREAS, the City Council has determined that it appears to be in the best interest of the citizens of the City of Peachtree City to amend the provisions of the Act creating the Peachtree City Water and Sewerage Authority so as to shorten the terms of office of the members of said Authority.

THEREFORE BE IT RESOLVED, the proposed legislation attached hereto as Exhibit "A", to amend the length of the terms of office of the members of the Peachtree City Water and Sewerage Authority, is hereby approved and is to be presented to the Fayette County Delegation of the General Assembly of the State of Georgia so as to amend the Act creating the Peachtree City Water and Sewerage Authority in the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said Fayette County Delegation of the General Assembly of the State of Georgia be and is hereby authorized to introduce legislation in the General Assembly of the State of Georgia to amend the length of the terms of office of the members of the Peachtree City Water and Sewerage Authority, in accordance with applicable State law.

BE IT FURTHER RESOLVED, that said member of the Fayette County Delegation of the General Assembly of the State of Georgia, to be selected by said Delegation, shall be authorized to advertise said intention to introduce legislation to amend the Act creating the Peachtree City Water and Sewerage Authority so as to amend the length of the terms of office of the members of said Authority.

IT IS SO RESOLVED, this _____ day of _________________________, 2007.

ATTEST:

| | |
|---|---|
| ______________________________ | ______________________________ |
| Jane S. Miller, City Clerk | Harold K. Logsdon, Mayor |
| | ______________________________ |
| | Judi-ann Rutherford, Council-member |
| | ______________________________ |
| | Stuart Kourajian, Council-member |
| | ______________________________ |
| | Steve Boone, Council-member |
| | ______________________________ |
| | Cyndi Plunkett, Council-member |

A BILL TO BE ENTITLED

AN ACT

To amend an Act creating the Peachtree City Water and Sewerage Authority, 1987 Ga. Laws, page 5085, as amended by 1996 Ga. Laws, page 3828, to amend Section 2 of said act to provide that the terms of office for members of such Authority shall be for four (4) years; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Section 2 of an Act creating the Peachtree City Water and Sewerage Authority, 1987 Ga. Laws, page 5085, as amended by 1996 Ga. Laws, page 3828, is hereby amended to read as follows:

**Section 2. Water and sewerage authority [created; membership; organization].**

(a) There is created the Peachtree City Water and Sewerage Authority as a public body corporation and by such name, style, and title, said body may contract and be contracted with, sue and be sued, implead and be pleaded, complain and defend in all courts of law or equity, except that the authority or the trustee acting under any trust indenture shall in no event be liable for any torts committed by any of its officers, agents, or employees.

(b) The Peachtree City Water and Sewerage Authority shall be composed of five (5) members. Within sixty (60) days after the approval of this act it shall be the duty of the mayor and council of the City of Peachtree City to appoint the membership of the authority, one (1) of whom shall be appointed for a term of one (1) year, ending December 31, 1987; one (1) for a term of two (2) years, ending December 31, 1988; one

(1) for a term of three (3) years, ending December 31, 1989; one (1) for a term of four (4) years, ending December 31, 1990; and one (1) for a term of five (5) years, ending December 31, 1991. All subsequent appointments shall be for a term of five (5) years and until their successors shall have been duly appointed and shall be made by the mayor and council of the City of Peachtree City. Effective July 1, 2007, all subsequent appointments shall be for a term of three (3) years and until their successors shall have been duly appointed and shall be made by the mayor and council of the City of Peachtree City. Any member of the Authority in office as of July 1, 2007 shall complete the five (5) year term for which such member was appointed. No person shall be appointed to membership on the authority unless he or she has the same qualifications as are required for a person to vote in Peachtree City, Georgia. Members are removed from office by the city council of Peachtree City only for misconduct or in the event they move their residence from Peachtree City.

(c) Immediately after the passage of this act and the appointment of the members, the members of the authority shall enter upon their duties and as soon as is practicable thereafter they shall hold an organizational meeting. The members of the authority shall elect one (1) of their number as chairman and another as vice-chairman. The members shall also elect a secretary and a treasurer, or a secretary-treasurer, who need not be a member of the authority. An assistant secretary may also be elected at the discretion of the authority. Three (3) members of the authority shall constitute a quorum. No vacancy on the authority shall impair the authority of the quorum to exercise all of the rights and powers of and perform all of the duties and obligations of the authority. The members of the authority shall not be entitled to any compensation for their services but shall be reimbursed for their actual expenses necessarily incurred in the performance of their duties. The authority may make rules and regulations and adopt bylaws for its own government. The authority shall have perpetual existence.

SECTION 2.

This Act, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 3.

All laws and parts of laws in conflict with this Act are repealed.

## CLERK'S CERTIFICATION

I, JANE MILLER, City Clerk of the City of Peachtree City, do hereby certify that I am the keeper of the seal, minutes, and records of said City; that the attached is a true, correct, and exact copy of the original Resolution as the same appears on record in the office of the City Clerk of the City of Peachtree City, Georgia; adopted ________________ ____, 2007, authorizing the introduction of legislation in the General Assembly of the State of Georgia to amend the Act creating the Peachtree City Water and Sewerage Authority.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the City this the ____ day of ___________________, 2007.

______________________________________

Jane S. Miller, City Clerk
City of Peachtree City, Georgia

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** **Mayor & Council Members**

**VIA:** **City Manager**

**FROM:** **Administrative Services Director / City Clerk**

**DATE:** **December 19, 2006**

**SUBJECT:** **Consider Resolution to Amend Airport Authority Terms of Office to Four (4) Years**
**January 4, 2007, Council Agenda**

---

**Recommendation**:

Consider adopting the attached resolution requesting the State Legislature to amend the act that created the Peachtree City Airport Authority to allow for a change in the terms of office from five (5) years to four (4) years.

**Discussion**:

Last year City Council approved a resolution requesting the State Legislature to amend the act that created the Airport Authority to change the terms of office to four (4) years. No action was taken by the legislature on this issue. Since there have been three new members elected to Council since last year, staff has prepared a new resolution for the current Council to consider.

**Budget Impact**:

None

Attachment

CITY OF PEACHTREE CITY
STATE OF GEORGIA

**RESOLUTION No. ____**

A RESOLUTION TO AMEND THE ACT CREATING THE PEACHTREE CITY AIRPORT AUTHORITY SO AS TO SHORTEN THE TERMS OF OFFICE FOR THE MEMBERS OF SAID AUTHORITY; TO APPROVE THE PROPOSED LEGISLATION TO BE INTRODUCED IN THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA SO AS TO AMEND SAID ACT; TO REPEAL CONFLICTING LAWS AND RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Peachtree City, Fayette County, Georgia, was duly incorporated by an act appearing at 1959 Ga. Laws, p. 2049, as amended by Ordinance No. 770, adopted September 6, 2001, et. seq.; and

WHEREAS, pursuant to the request by the City Council of the City of Peachtree City, Georgia, the Peachtree City Airport Authority was created in 1984, 1984 Ga. Laws, page 4935; and

WHEREAS, the City Council has determined that it appears to be in the best interest of the citizens of the City of Peachtree City to amend the provisions of the Act creating the Peachtree City Airport Authority so as to shorten the terms of office of the members of said Authority.

THEREFORE BE IT RESOLVED, the proposed legislation attached hereto as Exhibit "A", to amend the length of the terms of office of the members of the Peachtree City Airport Authority, is hereby approved and is to be presented to the Fayette County Delegation of the General Assembly of the State of Georgia so as to amend the Act creating the Peachtree City Airport Authority in the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said Fayette County Delegation of the General Assembly of the State of Georgia be and is hereby authorized to introduce legislation in the General Assembly of the State of Georgia to amend the length of the terms of office of the members of the Peachtree City Airport Authority, in accordance with applicable State law.

BE IT FURTHER RESOLVED, that said member of the Fayette County Delegation of the General Assembly of the State of Georgia, to be selected by said Delegation, shall be authorized to advertise said intention to introduce legislation to amend the Act creating the Peachtree City Airport Authority so as to amend the length of the terms of office of the members of said Authority.

IT IS SO RESOLVED, this _____ day of________________________, 2007.

ATTEST:

| | |
|---|---|
| ______________________________ | ______________________________ |
| Jane S. Miller, City Clerk | Harold K. Logsdon, Mayor |
| | ______________________________ |
| | Judi-ann Rutherford, Council-member |
| | ______________________________ |
| | Stuart Kourajian, Council-member |
| | ______________________________ |
| | Steve Boone, Council-member |
| | ______________________________ |
| | Cyndi Plunkett, Council-member |

A BILL TO BE ENTITLED

AN ACT

To amend an Act creating the Peachtree City Airport Authority, 1984 Ga. Laws, page 4935, to amend Section 3 of said act to provide that the terms of office for members of such Authority shall be for four (4) years; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Section 3 of an Act creating the Peachtree City Airport Authority, 1984 Ga. Laws, page 4935, is hereby amended to read as follows:

**Section 3. Membership.**

The Peachtree City Airport Authority shall be composed of five (5) members. Within thirty (30) days after the approval of this act, it shall be the duty of the mayor and council of the City of Peachtree City to appoint the membership of the authority, one (1) [of] whom shall be appointed for a term of one (1) year ending December 31, 1984; one (1) for a term of two (2) years, ending December 31, 1985; one (1) for a term of three (3) years, ending December 31, 1986; one (1) for a term of four (4) years, ending December 31, 1987; and one (1) for a term of five (5) years, ending December 31, 1988. All subsequent appointments shall be for a term of five (5) years and until their successors shall have been duly appointed and shall be made by the mayor and council of the City of Peachtree City. Effective July 1, 2007, all subsequent appointments shall be for a term of four (4) years and until their successors shall have been duly appointed and shall be made by the mayor and council of the City of Peachtree City. Any member of the Authority in office as of July 1, 2007 shall complete the five (5) year term for which such member was appointed. No person shall be appointed to membership on the authority unless he or she has the same qualifications as are required for a person to vote in Peachtree City, Georgia. Members may be removed from office by the city council of Peachtree City only for misconduct or in the event they move their residence from Peachtree City.

SECTION 2.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 3.

All laws and parts of laws in conflict with this Act are repealed.

## CLERK'S CERTIFICATION

I, JANE MILLER, City Clerk of the City of Peachtree City, do hereby certify that I am the keeper of the seal, minutes, and records of said City; that the attached is a true, correct, and exact copy of the original Resolution as the same appears on record in the office of the City Clerk of the City of Peachtree City, Georgia; adopted ____________ ___, 2007, authorizing the introduction of legislation in the General Assembly of the State of Georgia to amend the Act creating the Peachtree City Airport Authority.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of the City this the ____ day of __________________, 2007.

______________________________________

Jane S. Miller, City Clerk
City of Peachtree City, Georgia

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

---

**TO:** **Mayor and Council Members**

**FROM:** **Bernard J. McMullen** Bernard J. McMullen

**DATE:** **December 28, 2006**

**SUBJECT:** **Consider Recommendations on Legislative Actions**
**January 4, 2007, Council Agenda**

---

Attached is a letter staff has prepared for Council approval detailing legislative actions Council has indicated they wanted the State Legislature to consider during the 2007 legislative session. If approved, Council needs to authorize the Mayor to sign the letter and forward to the appropriate elected officials.

Attachment

PEACHTREE CITY
PLAN TO STAY™

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

January 5, 2007

Senator Ronnie Chance
P.O. Box 267
Tyrone, GA 30290

Representative Virgil Fludd
P.O. Box 125
Fayetteville, GA 30214

Representative Dan Lakly
306 Raintree Bend
Peachtree City, GA 30269

Dear Senator Chance, Representative Fludd, and Representative Lakly:

The Peachtree City City Council has a number of concerns and recommendations on possible legislative actions for consideration during the 2007 legislative session. These concerns and recommendations are detailed below.

**Change in Term Length for City Authorities**: Currently, appointees to the Peachtree City Airport Authority and the Peachtree City Water and Sewerage Authority serve five (5) year terms. City Council requests that local legislation be prepared to amend the enabling legislation for these two (2) authorities to reduce the length of terms to four (4) years. Copies of resolutions adopted by Council at their January 4, 2007, meeting are attached for your information (Attachment # 1).

**Inverse Condemnation**: Over the last couple of years, there has been an effort to establish inverse condemnation claims against local governments with respect to certain buffer-related regulations. This issue is very problematic to local governments for several reasons. First, the United States Supreme Court and the Georgia Supreme Court have established what constitutes a "taking" under the Federal and State Constitutions, thereby establishing the parameters of a claim for inverse condemnation. Both courts have emphasized the "public use" requirement in inverse condemnation cases, thereby distinguishing other zoning or similar restrictions on the use of private property from those instances wherein private property is required to be used for the benefit of the public. Re-defining what constitutes a claim for inverse condemnation will negatively impact a local government's ability to impose buffer requirements on developers and property owners, and may further impact zoning, land development, environmental, and similar regulations to the detriment of the citizens of the State of Georgia. Further complicating this issue is that the buffers established by local governments have been mandated by state law and regulatory agencies such as the Georgia Department of Natural Resources. Nearly every aspect of a local government's zoning power, which is authorized by the Georgia Constitution, would be negatively affected. This would include, but not be limited to, a government's power to zone and to impose zoning regulations. Furthermore, depending on how a claim for inverse condemnation is defined, governments could also incur additional costs associated with having to defend these claims and, if such claims were successful, pay the costs associated with damages arising from the newly defined claims for inverse condemnation.

**Motorized Cart Registration**: State law [O.C.G.A. 40-6-331 (b)] currently allows for a municipality to require local registration of motorized carts operating within its boundaries. It does not address re-registration of carts. Council requests the law be amended to allow for re-registration of motorized carts every five (5) years. This will enable the City to maintain a more accurate database of motorized carts operating in the City. The not-to-exceed $15.00 registration fee currently allowed by state law would be adequate to cover the expense of the re-registration.

**Clarification of GRTA Authority**: State law authorizes GRTA to review Developments of Regional Impact (DRI). In that process, necessary road projects are incorporated into the conditional approval of the project by GRTA. There have been three (3) DRI's in Coweta County which have resulted in conditions being imposed on Peachtree City. Those conditions were imposed on Peachtree City despite the fact that the City had no power with respect to the approval or denial of the proposed projects. In addition, while the conditions were imposed on the City, there was no mandate from GRTA with respect to requiring the submitting jurisdiction to fund, or participate with the City. In essence, the jurisdiction where the project is located could simply approve the project, thereby leaving Peachtree City to make the necessary road system improvements without any participation from the other jurisdiction or developer.

There is a question as to whether GRTA has the requisite authority to impose such conditions on jurisdictions other than the one where the project is located. Assuming such power exists, GRTA should have the additional power to require the jurisdiction where the project is located and developer to coordinate their efforts, through contractual or other means, with those other jurisdictions for which road system projects are mandated. If GRTA is to truly focus on regional transportation issues, then its authority should be extended to require the necessary cooperation by the affected jurisdictions.

**State Authority over Community Sewerage Treatment Systems**: Currently, the Georgia Department of Natural Resources Environmental Protection Division (EPD) issues permits for Community Sewerage Treatment Systems throughout the state. Counties are not involved in the plan review, permitting or inspection of these systems in their jurisdictions. Council requests the law be changed to give counties the authority to do plan review, permitting and inspection of these systems. This would give counties the control to regulate these systems in their jurisdictions.

**Georgia Power Municipal Franchise Fees**: The Council strongly opposes the December 19, 2006 decision of the Public Service Commission (Docket Number 21112) that requires that starting in 2008, 25 percent and in 2009, 50 percent of the municipal franchise fees negotiated with Georgia Power for use of city rights-of-way be billed to municipal customers only. This puts municipalities at a competitive disadvantage in attracting new businesses and ignores the fact that it is less costly to serve the more densely populated areas inside city limits. The Georgia Municipal Association is appealing this ruling. A copy of City Resolution # 10-06-10, adopted by the City Council on October 19, 2006, is attached for your information (Attachment #2).

**Annexation**: This issue has been debated and revised several times since the implementation of Service Delivery Strategy in 1998. Under that legislation, counties were given the right to object to annexations if there was a bona fide land use objection (i.e., the zoning in the City would be more intense than the existing zoning in the county). Newly proposed changes, if approved, would severely impact individual property rights in that property owners and developers should be able to choose the jurisdictional rules under which the property is to be developed. A process is currently in place, and resulted from counties abusing the power given to them under the Service Delivery Strategy law. Having just been revised, that process should not be further revised or amended.

**Redistricting**: Representative Dan Lakly is requesting support for legislation encouraging the redrawing of district lines for Fayette County for better representation of all citizens within the district. The proposal recommends increasing the district areas for Representatives Fludd and Yates and eliminating two representatives whose primary districts are in Clayton County, each of whom has less than seven precincts in Fayette County.

**Invalid Vehicle Registration**: The Municipal Court Judge and Solicitor have indicated concerns with O.C.G.A. 40-6-15 (invalid registration), specifically the penalties provision. The minimum fine for violation of this section is $500. Additionally the penalty calls for a mandatory 60 day license suspension. There is no provision for a defendant to plead NOLO and therein lies the problem. A first in five DUI offender can leave the court room, after being fined the minimum of $600., with a first offender affidavit and get a limited permit to drive until they are eligible for a full reinstatement of their license. A defendant with an invalid registration charge does not have that ability to get a limited permit. The penalty for an invalid registration charge is actually more severe than a first time DUI charge. Council requests that the legislature consider allowing a NOLO plea on a first time invalid registration charge.

**Impact Fees**: The Council opposes any efforts to amend the Georgia Development Impact Fee Act to give counties the authority to impose impact fees within city limits for countywide services. Counties should only have authority to establish impact fees for projects in the unincorporated area. Existing law already provides a mechanism for cities and counties to work together on impact fees through intergovernmental contracts. Furthermore, allowing the unilateral imposition of impact fees by county commissioners would upset and override existing Service Delivery Strategy Act and Special Purpose Local Option Sales Tax agreements.

**Point of Sale Reporting for Sales Tax Purposes**: The Council supports HB 1506 – Penalty for Intentional Failure to Collect Sales Tax. Council supports greater availability of point-of-sale collection information for Local Option Sales Tax. The City's ability to audit, and enforce collection of, Local Option Sales Tax Revenue is greatly impaired by the lack of availability of this information although it is available to the State Department of Revenue, who will not share this information with the cities.

**Strengthen Delivery of Service Legislation**: While attempting to achieve an admirable goal in terms of eliminating duplication of services, the main result of this legislation has been to have a constant battle of power and control. The agency charged with enforcement, the Department of Community Affairs, has also produced very inconsistent interpretation of which events lead to a re-negotiation of the agreement. For example, the legislation indicates that the agreement is to be revised under certain circumstances such as re-allocation of LOST revenues. When a city attempts to press this issue, or when such a re-allocation occurs, DCA takes the position that there is an effective agreement in place despite the fact that the legislation mandates a revision. In addition, there is no process by which duplication of services, and a resulting change in how those charges are assessed either county-wide or only to the unincorporated residents, can be resolved.

The City Council and I very much appreciate your consideration of these requests. I look forward to meeting with you on January 11, 2007 to discuss these items in further detail.

Sincerely,

Harold K. Logsdon
Mayor

cc:

U.S. Representative Lynn Westmoreland
1601-B East Hwy. 34
Newnan, GA 30265

U.S. Representative David Scott
173 N. Main Street
Jonesboro, GA 30236

U.S. Senator Saxby Chambliss
100 Galleria Parkway, Ste. 1340
Atlanta, GA 30339

U.S. Senator Johnny Isakson
3625 Cumberland Blvd., Ste. 970
Atlanta, GA 30339

Representative John Yates, District 73
961 Birdie Road
Griffin, Georgia 30223

Rep. Roberta Abdul-Salaam, District 74
PO Box 960941
Riverdale, Georgia 30274

Representative Darryl Jordan, District 77
316 Herring Way
Riverdale, Georgia 30274

State Senator Valencia Seay, District 34
P.O. Box 960008
Riverdale GA 30274

Attachment 1

CITY OF PEACHTREE CITY
STATE OF GEORGIA

**RESOLUTION No. ____**

A RESOLUTION TO AMEND THE ACT CREATING THE PEACHTREE CITY AIRPORT AUTHORITY SO AS TO SHORTEN THE TERMS OF OFFICE FOR THE MEMBERS OF SAID AUTHORITY; TO APPROVE THE PROPOSED LEGISLATION TO BE INTRODUCED IN THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA SO AS TO AMEND SAID ACT; TO REPEAL CONFLICTING LAWS AND RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Peachtree City, Fayette County, Georgia, was duly incorporated by an act appearing at 1959 Ga. Laws, p. 2049, as amended by Ordinance No. 770, adopted September 6, 2001, et. seq.; and

WHEREAS, pursuant to the request by the City Council of the City of Peachtree City, Georgia, the Peachtree City Airport Authority was created in 1984, 1984 Ga. Laws, page 4935; and

WHEREAS, the City Council has determined that it appears to be in the best interest of the citizens of the City of Peachtree City to amend the provisions of the Act creating the Peachtree City Airport Authority so as to shorten the terms of office of the members of said Authority.

THEREFORE BE IT RESOLVED, the proposed legislation attached hereto as Exhibit "A", to amend the length of the terms of office of the members of the Peachtree City Airport Authority, is hereby approved and is to be presented to the Fayette County Delegation of the General Assembly of the State of Georgia so as to amend the Act creating the Peachtree City Airport Authority in the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said Fayette County Delegation of the General Assembly of the State of Georgia be and is hereby authorized to introduce legislation in the General Assembly of the State of Georgia to amend the length of the terms of office of the members of the Peachtree City Airport Authority, in accordance with applicable State law.

BE IT FURTHER RESOLVED, that said member of the Fayette County Delegation of the General Assembly of the State of Georgia, to be selected by said Delegation, shall be authorized to advertise said intention to introduce legislation to amend the Act creating the Peachtree City Airport Authority so as to amend the length of the terms of office of the members of said Authority.

IT IS SO RESOLVED, this _____ day of ________________________, 2007.

ATTEST:

______________________________
Jane S. Miller, City Clerk

______________________________
Harold K. Logsdon, Mayor

______________________________
Judi-ann Rutherford, Council-member

______________________________
Stuart Kourajian, Council-member

______________________________
Steve Boone, Council-member

______________________________
Cyndi Plunkett, Council-member

CITY OF PEACHTREE CITY
STATE OF GEORGIA

**RESOLUTION No. ____**

A RESOLUTION TO AMEND THE ACT CREATING THE PEACHTREE CITY WATER AND SEWERAGE AUTHORITY SO AS TO SHORTEN THE TERMS OF OFFICE FOR THE MEMBERS OF SAID AUTHORITY; TO APPROVE THE PROPOSED LEGISLATION TO BE INTRODUCED IN THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA SO AS TO AMEND SAID ACT; TO REPEAL CONFLICTING LAWS AND RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Peachtree City, Fayette County, Georgia, was duly incorporated by an act appearing at 1959 Ga. Laws, p. 2049, as amended by Ordinance No. 770, adopted September 6, 2001, et. seq.; and

WHEREAS, pursuant to the request by the City Council of the City of Peachtree City, Georgia, the Peachtree City Water and Sewerage Authority was created in 1987, 1984 Ga. Laws, page 4935, as amended by 1996 Ga. Laws, page 3828; and

WHEREAS, the City Council has determined that it appears to be in the best interest of the citizens of the City of Peachtree City to amend the provisions of the Act creating the Peachtree City Water and Sewerage Authority so as to shorten the terms of office of the members of said Authority.

THEREFORE BE IT RESOLVED, the proposed legislation attached hereto as Exhibit "A", to amend the length of the terms of office of the members of the Peachtree City Water and Sewerage Authority, is hereby approved and is to be presented to the Fayette County Delegation of the General Assembly of the State of Georgia so as to amend the Act creating the Peachtree City Water and Sewerage Authority in the form attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said Fayette County Delegation of the General Assembly of the State of Georgia be and is hereby authorized to introduce legislation in the General Assembly of the State of Georgia to amend the length of the terms of office of the members of the Peachtree City Water and Sewerage Authority, in accordance with applicable State law.

BE IT FURTHER RESOLVED, that said member of the Fayette County Delegation of the General Assembly of the State of Georgia, to be selected by said Delegation, shall be authorized to advertise said intention to introduce legislation to amend the Act creating the Peachtree City Water and Sewerage Authority so as to amend the length of the terms of office of the members of said Authority.

IT IS SO RESOLVED, this _____ day of ________________________, 2007.

ATTEST:

| | |
|---|---|
| ______________________________ | ______________________________ |
| Jane S. Miller, City Clerk | Harold K. Logsdon, Mayor |
| | ______________________________ |
| | Judi-ann Rutherford, Council-member |
| | ______________________________ |
| | Stuart Kourajian, Council-member |
| | ______________________________ |
| | Steve Boone, Council-member |
| | ______________________________ |
| | Cyndi Plunkett, Council-member |

CITY OF PEACHTREE CITY
STATE OF GEORGIA

**RESOLUTION NO. 10-06-10**

RESOLUTION IN OPPOSITION TO REQUEST FROM THE ASSOCIATION OF COUNTY COMMISSIONERS OF GEORGIA TO THE GEORGIA PUBLIC SERVICE COMMISSION TO ALLOW THE GEORGIA POWER COMPANY TO BILL ONLY MUNICIPAL CUSTOMERS FOR USE OF CITY RIGHTS-OF-WAY; AND FOR OTHER PURPOSES.

WHEREAS the Association County Commissioners of Georgia have petitioned the Georgia Public Service Commission in Docket Number 21112 to require that municipal franchise fees negotiated with Georgia Power Company (GPC) for GPC's use of the city rights-of-way be billed only to municipal customers; and,

WHEREAS granting the petition will result in city customers being made to pay anywhere from 2 to 4 % more on their electric bill, creating a disincentive for new businesses to locate in cities and endangering existing business locations in cities; and

WHEREAS use of the municipal rights-of-way by GPC benefits all of Georgia Power's customers because the GPC infrastructure in cities is an integral and original part of the power grid; and,

WHEREAS Georgia Power has numerous costs of doing business that are all included in the "one-bucket" rate base such as paying taxes on power plants to county governments, and acquiring private property in unincorporated areas, and since for decades municipal customers have subsidized the cost of power in more rural unincorporated areas that are more expensive to serve than cities;

NOW THEREFORE BE IT RESOLVED by the governing authority of Peachtree City that they are opposed to the petition filed in the above named docket and urge the Honorable Commissioners of the Georgia Public Service Commission to deny the petition.

IT IS SO RESOLVED, this 19th day of October, 2006.

ATTEST:

Jane Miller

Jane Miller, City Clerk

Harold Logsdon

Harold Logsdon, Mayor

Judi-ann Rutherford

Stephen W. Brown

Cynthia G. Reed

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and Council

**FROM:** Bernie McMullen

**DATE:** December 22, 2006

**SUBJECT:** Nominate and Select Representative to Fayette County Board of Health January 4, 2007 Council Agenda

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The Fayette County Board of Health meets the second Tuesday of every other month at 7:30 a.m. and is comprised of seven members, two of which are appointed by the Peachtree City City Council. Council member Rutherford has served on the Fayette County Board of Health as the elected official designated by the Council since 2004. She has requested that another Council member be appointed to take her seat on the Board. Her term expires 12/31/2010.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor and City Council Members**

**VIA:** **City Manager** Bernard M. Miller
**Developmental Services Director**

**FROM:** **City Planner** David

**DATE:** **December 22, 2006**

**SUBJECT:** **Formation of West Village Development Impact Fee Advisory Committee**
*January 4, 2007 City Council Agenda*

---

**Recommendation:**

Staff recommends that City Council authorize Staff to contact representatives from the following organizations to determine if they would be interested in participating on a five (5) member West Village Development Impact Fee Advisory Committee. The purpose of this committee would be to develop a schedule of impact fees for the proposed West Village development.

A representative from the following organizations would be asked to participate:

Peachtree City Planning Commission
Peachtree City Development Authority
Comprehensive Plan Advisory Board
Residential developer
Residential real estate agent

Once the individual members are contacted and agree to participate, Staff would bring the names of the committee members to Council for official appointment.

**Discussion:**

The city's Impact Fee Ordinance was first adopted on August 6, 1992. The ordinance identifies specific Service Areas and established Development Impact Fees for each area. Subsequently, the ordinance has been amended through the years as the city has developed and specific projects within the established Service Areas have been constructed.

As a part of our review of the proposed annexation and rezoning of the property within the West Village, Staff would like to review the impact fees for this area to determine if they should be amended to handle the impacts of the anticipated growth. City ordinance and State law requires that this be done in conjunction with a formal advisory committee. State law requires that forty

(40) percent of the membership of the committee must be representatives from the development, building, or real estate industries.

The recommendations of the Advisory Committee are non-binding, as the ultimate decision pertaining to amending the Impact Fee Ordinance will be the responsibility of City Council. City Staff and the City Attorney will be in attendance at all Committee meetings to ensure compliance with City and State regulations.

**Budget impact:**
Budget impacts associated with this request include revenue in the form of impact fees to offset the cost of city services for this and potential future developments within the West Village.

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** **Mayor and Council Members**

**VIA:** **City Manager** Brenda McMorrow
**Financial Services Director** P.S.
**Developmental Services Director**

**FROM:** **City Planner** David

**DATE:** **December 27, 2006**

**SUBJECT:** **Approval of Supplemental Agreement #1 extending the completion date for the SR 54 W multi-use bridge and gateway feature**
*January 4, 2007 City Council agenda*

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**Recommendation:**
Staff recommends that Council authorize the Mayor to sign the Supplemental Agreement for the SR 54 W multi-use bridge and gateway feature.

**Discussion:**
The city applied for and received funding through the Livable Centers Initiative (LCI) construction grant program to assist with the design and installation of a multi-use bridge spanning SR 54 West. The city entered into a Project Management Agreement with the Georgia Department of Transportation on September 25, 2003. Since that time, Staff has been working on the various components required to obtain approval from GDOT to move forward with the design and construction of this project.

Once the construction documents are complete and a detailed cost estimate is prepared, Staff will present this to Council for approval prior to bidding this project. The attached Supplemental Agreement extends the completion date for this project to December 31, 2007.

**Budget impact:**
The project is estimated to cost $618,200, and the local share ($138,200) is included in the city's SPLOST program.

*Attachment*

SUPPLEMENTAL AGREEMENT NO. 1

between

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

and

CITY OF PEACHTREE CITY

PROJECT ACCOUNT NUMBER: STP-0002-00 (305)

FAYETTE COUNTY

P.I. #0002305

FEDERAL-AID PARTICIPATING PROJECT

**SUPPLEMENTAL AGREEMENT NO. 1**

This Agreement is made and entered into this ______ day of ____________, 20___, by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and the **City of Peachtree City**, hereinafter sometime referred to as the "SPONSOR".

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on **September 1, 2005**, entered into an Agreement, hereinafter called the Original Contract, for the purpose of **Construction of the West Village Multi-Use Bridge**, hereinafter referred to as the "PROJECT"; and

WHEREAS, the parties wish to amend said Agreement to extend the time for the performance of work on the PROJECT.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated **September 1, 2005**, is hereby modified as follows:

By deleting Article II, TIME OF PERFORMANCE in its entirety and the following substituted in lieu thereof:

> TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibility for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT and shall complete the PROJECT no later than **December 31, 2007**.
>
> The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

Except as modified, changed, or amended, all terms and conditions of the Original Contract dated **September 1, 2005,** shall remain in full force and effect.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

RECOMMENDED:

______________________________
State Transportation Planning Administrator

______________________________
Director Transportation Planning, Data, & Intermodal Development Division

______________________________
Chief Engineer

DEPARTMENT OF TRANSPORTATION

BY:___________________________
Commissioner

ATTEST:

______________________________
Treasurer

REVIEWED AS TO LEGAL FORM:

______________________________
Office of Legal Services

**CITY OF PEACHTREE CITY**

BY:______________________(SEAL)
**Name**
**Title**

Signed, sealed and delivered this ______ day of _______, 20___, in the presence of:

______________________________
NOTARY PUBLIC

ATTEST:

______________________________

**CITY/COUNTY CLERK (or as appropriate)**

FEIN: 58-1079955

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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| | |
|---|---|
| **TO:** | **Mayor and Council Members** |
| **VIA:** | **City Manager**<br>**Assistant City Manager**<br>**Financial Services Director**<br>**Assistant Financial Services Director**<br>**Purchasing Agent** |
| **FROM:** | **City Engineer** |
| **DATE:** | **December 27, 2006** |
| **SUBJECT:** | **Stevens Entry Traffic Signal Construction**<br>**January 4th, 2007 City Council Meeting** |

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**Recommendation:**

Staff recommends that City Council award the bid for the installation of the Stevens Entry Signal to R.J. Haynie and Associates, Inc. for the not to exceed amount of **$133,780**.

**Discussion:**

The City currently has a permit and an approved design to install a traffic signal at the intersection of State Route 54 and Stevens Entry. On November 13, 2006, the City of Peachtree City solicited bids from seven (7) contractors for the signal installation. Three (3) contractors attended the mandatory pre-bid meetings. Two (2) bids were received, opened, and reviewed on December 21, 2006. The bid results are as follows:

| | |
|---|---|
| **Atcheson Electrical.** | **$167,564** |
| **R.J. Haynie** | **$133,780** |

Therefore, staff recommends awarding the bid to R.J. Haynie as the lowest, responsive bidder.

**Budget Impact:**

$100,000 is currently budgeted in the 2006 SPLOST budget for the installation of the traffic signal. $33,780 will be re-appropriated from SPLOST reserves.

Attachment

cc: City Engineer's File
Public Works

# CITY OF PEACHTREE CITY
# BID TABULATION SHEET

• must attend pre-bid mtg
• 5% bid bond
• Addendums 1, 2, 3

**BID TITLE:** Signalization at Stevens Entry & Hwy 54

**DATE:** Dec. 21, 2006 3:00 p m.

**BIDS OPENED BY:** Charlotte Burns

**WITNESSED BY:** Angela Egan

**BUDGET:** SPLOST

**TIME COMPLETED:** 3:05 pm

| BIDDER NAME | MAILING ADDRESS | BID AMOUNT | BOND | MISC. INFO |
|---|---|---|---|---|
| Ateneson Elec. Cont. Inc. | P.O. BOX 1911 | | | |
| | | $167,564.00 | | 1+2+3 add. |
| | Douglasville, GA 30133 | | | bid bond |
| R.J. Haynie & Assoc., Inc | 1551 Forest Pkwy | | | |
| | | $133,780.00 | | 1+2+3 |
| | Lake City, GA 30260 | | | bid bond |