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

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Statement of Support for the National Guard and Reserve
Recognition of Major Mike Dupree and Capt. Terry Ernst by Honor Flight Fayette

IV. Public Comment

V. Agenda Changes

VI. Minutes
November 20, 2008, Regular Meeting Minutes
December 2, 2008, Workshop Minutes
December 4, 2008, Regular Meeting Minutes

VII. Election and Oath of Office – Mayor Pro-tem

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

IX. Old Agenda Items
06-08-08 Public Hearing – Consider Amendments, Specific Permitted Uses in Multiple Zoning Districts
a. Sec. 1006 GC, General commercial district (to be continued)
b. Sec. 1006A LUC, Limited use commercial (to be continued)
c. Sec. 1009 OS, Open space and conservation district
12-08-04 Consider Amendments to Personnel Policy

X. New Agenda Items
12-08-07 Public Hearing – Consider Step 1 Annexation Application – 379.493-acre Wieland Tract in Wilksmoor Village
12-08-08 Public Hearing – Consider Request to Re-name Husky Drive to FieldTurf Drive
12-08-09 Consider Ordinance Amendment – LSMV Use
12-08-10 Consider Equipment Lease Financing Agreement
12-08-11 Consider Budget Adjustments for FY 2009
12-08-12 Consider Signing DOT Signal Application for Line Creek Signal
12-08-13 Consider Drug Task Force Agreement
12-08-14 Consider January 2 as Additional City Holiday
12-08-15 Consider Alcohol Ordinance Amendment – Approval of License Changes
12-08-16 Consider MOU with FCDA and NCR
12-08-17 Consider Appointment of Council Representative to Fayette County Board of Health
12-08-18 Consider Appointment of Council Representative to PCTA

XI. Council/Staff Topics
Discuss Council Assignments to Commissions/Authorities
CSX Bridge Path Connections

XII. Executive Session

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

City Council of Peachtree City
Minutes of Meeting
November 20, 2008
7:00 p.m.

The City Council of Peachtree City met Thursday, November 20, 2008, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:01 p.m. Other Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognition
Mayor Logsdon recognized Jill Prouty of the Library and Janis Hooper of Human Resources for 10 years of service.

Public Comment
There were none.

Agenda Changes
There were none.

Minutes
Sturbaum moved to approve the November 4, 2008, workshop minutes and the November 6, 2008, executive session minutes as written. Boone seconded. The motion carried unanimously.

Consent Agenda

1. **Consider Budget Amendments – FY 2008**
2. **Consider Budget Amendments – FY 2009**
3. **Consider Appointment of PCTA Member – Veronica Ross**

Haddix moved to approve the Consent Agenda. Boone seconded. The motion carried unanimously.

Old Agenda Items
There were no items.

New Agenda Items
11-08-08 Public Hearing – Consider Step 1 Annexation Application, 403.093-acre Scarbrough Tract in Wilksmoor Village
Mark Forsling, representing Scarborough Group and Roy and Donna Stillwell, owners, addressed Council, noting that Council had granted annexation and zoning for the property in May 2007 under Levitt & Sons. Subsequently, a lawsuit was filed challenging the annexation process that had not made much progress to date. Currently, there was no judge assigned to the case. The owners believed the lawsuit had no merit, and the annexation and zoning would stand once the case was adjudicated. A quicker resolution would be for Council to repeat the steps for the annexation; it would moot the lawsuit and save lengthy and expensive litigation.

City Attorney Ted Meeker said that, as a Step 1 request, staff would not be able to comment.

No one spoke in favor of the annexation.

Phyllis Aguayo said she opposed the annexation the first time for reasons dealing with the Comprehensive Plan, Land Use Plan, step-down zoning, and the impact on schools and public services. She still felt that, but was confused. If it was legally annexed the first time, she asked why it was being considered again. If the first annexation was not legal, then Council was wasting thousands of taxpayer dollars in court. She felt the Step 1 request had no merit.

Beth Pullias echoed Aguayo's comments, adding that, since a condition of the original annexation was Wieland's plan, why was the City not reaffirming Wieland's portion of the plan. She said she understood part of the reasoning was to put the new property owner onto the zoning and annexation, but felt that could be accomplished with a letter or amendment to the original zoning.

Richard Bacon, general counsel for John Wieland Homes, said he might be able to help clarify some of the questions. He said the question had been raised about Wieland's intent. Wieland also believed the annexations were proper, but the procedural re-annexation would save a lot of time and money rather than continuing with the lawsuit. He said they had not requested the annexation for this meeting because he was personally unable to get the paperwork in order in time. Wieland intended to go through the process with Scarborough.

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

Haddix moved to approve the Step 1 Annexation application for the 403.093-acre Scarbrough tract in Wilksmoor Village. Boone seconded. The motion carried unanimously

11-08-09 Public Hearing – Consider Adopting Transmittal Resolution forwarding Draft Capital Improvements Element to ARC/DCA for Review

City Planner David Rast addressed Council, saying staff had been working on a proposed amendment to the Impact Fee ordinance for several months at Council's direction. The consultant, Ross+associates, developed a methodology report for updating the Impact Fee program. Part of the process was adopting an amendment to the Capital Improvement Element (CIE), a component of the Comprehensive Plan. The resolution was authorization from Council to transmit the document to the Atlanta Regional Commission/Department of Community Affairs (ARC/DCA), then the document would come back to Council for adoption. At that point, staff would come back to Council for an amendment to the Impact Fee ordinance. Logsdon asked if there needed to be a public hearing since it was just approval to send the document forward to ARC/DCA. Rast explained the ARC required the amendment be heard at a public hearing.

No one spoke in favor of the item.

Scott Bradshaw, chairman of the government affairs committee of the Midwest Georgia Home Builders Association, said the item had been advertised as a draft. It was not a public hearing on merely a transmittal resolution; it was a public hearing on impact fees. He felt the wording was deceptive. The resolution did not reference the document as a draft. The cover memo stated that, once the document was approved, the City could adopt the revised impact fee ordinance and begin collecting impact fees. Bradshaw pointed out that Rast would argue the program was not new, but cover memo stated, "...the Methodology Report represents a new impact fee program." Bradshaw said state law required two public hearings for new impact fee programs. It was also required that the fees be put before an impact fee advisory committee, which had not been done. Bradshaw recognized that the consultant recommended this course to staff, but it was contrary to how the City had operated in the past. The report was very similar to those done for other jurisdictions, and he had concerns about the validity of the report. The growth projections, capital improvement needs, and revenue projections were based on historic data. Growth had been projected for the next 20 years, but the projections did not apply to a planned city with a definite build-out. Bradshaw felt the study needed to reflect the actual remaining land and realistic projections for job growth. He continued that the draft report grossly underestimated future infrastructure needs and overestimated the revenues. The estimated $8.7 million in future infrastructure needs for the next 20 years was a gross underestimation. He said the projections would cause a shortfall down the road.

Bradshaw felt two major changes needed public discourse – the elimination of the neighborhood service areas that had been used since impact fees were imposed, and the establishment of impact fees for commercial and industrial development. The service areas were connected to a City-wide service area with a portion of the fees going to the City-wide improvements and a portion going to the neighborhood impacted by the growth. The system was appropriate and central to the state law, Bradshaw said. The report recommended collapsing the fees into one City-wide pool, so the money could be spent anywhere. The City did not currently charge commercial and industrial impact fees. The impact fees would have a positive economic impact, but had negative impact on cash flow. He felt these were really sweeping changes that needed public input. He also said the new "maximum allowable impact fees" were not reflective of any state requirements. Bradshaw's last point was the point of impact for the fees. Presently, the residential fees were collected at final plat approval. In many places, the fees were attached later at the time of the building permit. If the fee was based on square footage, the fees had to be collected after a development was platted, but before the building permits were given. There would be significant cash flow implications with that approach. Bradshaw asked Council to slow down the process, appoint an advisory committee to study all the implications, and to hold the two public hearings.

Dan Petrie addressed Council as a member of the Midwest Georgia Home Builders Association, saying they were not opposed to impact fees, but they would like some input as the fees were developed because it would heavily impact the industry.

Hearing no further comment, Logsdon declared the public hearing closed, and asked Meeker to address Bradshaw's concerns. Meeker said he would not be able to get into the methodology, but if the Impact Fee ordinance were before Council, then he would agree with Bradshaw. However, this was merely a revision of the City's CIE, which outlined the projects the City anticipated needing in the future. This was the first step in a very long process. Once ARC reviewed and commented, it would come back to Council for formal adoption. Once that was done, there were still many steps before the actual impact fee could be levied. From a legal standpoint, the City had complied with the requirements for this part of the process. Logsdon asked how many public hearings remained. Meeker said the CIE would have a public hearing before adoption. Then there would need to be the impact fee advisory committee and public hearings before Council adopted an Impact Fee Ordinance that would be based on the elements reflected in the CIE. Logsdon asked if there was a committee. Meeker said there had been a committee previously.

Plunkett asked if the builders had been included in public input for this element of the Comprehensive Plan. Rast clarified that the element in question was merely a capital improvement element based on the methodology report. Projects were identified based on future population projections. Everything that had been done to this point was at staff level. Historical data had been used for the growth projections that were also based on the land left for development. The consultant had been instructed to use the projected build-out population. Plunkett said it appeared that the City was trying to amend its Comprehensive Plan, and she was concerned that the City was not getting input from all the available resources up front.

Logsdon asked, if the advisory board were formed and significant changes were made, whether the CIE would have to go back to ARC. Consultant Bill Ross said it would depend on the types of changes made whether the document would have to go back to the ARC. Logsdon asked if staff intended to form an advisory committee when the document came back from the ARC. Rast said yes. Ross said that CIEs were separate from the full public participation requirements for Comprehensive Plans and had different requirements; however, there was no reason not to get that input. Ross said Council had held a public meeting in August on the Impact Fee Methodology Report. This was the second step in the process. There was a requirement to hold a public hearing on the amended CIE. The ARC made the determination to send the documentation to the DCA. He said the document was a draft, and was considered as such by the ARC, until Council adopted it. Nothing could be done during the review period, which was normally 60 days. The advertising requirements were confusing. Ross said if Council was interested in taking some time for public input, they could certainly do so.

Boone said that he had some concerns about Bradshaw's comments about the projections and a possible shortfall in the future. Ross said he could double or half the cost forecast, but the impact fee would be the same. The City would either need more or less infrastructure.

Haddix said he would feel more comfortable if there was a public meeting that would let people voice their concerns about the document. Sturbaum said that Bradshaw had been very helpful when the City was looking at the City's fees, and he would like the committee appointed up front. Haddix and Plunkett said that advertising for the meeting should reference the impact fees. Plunkett suggested using the wording required by the state, but putting impact fees in parentheses. Ross said they were not trying to surprise anyone. There had been press coverage at the August workshop. Getting the word out was important.

Ross explained that one of the requirements needed to bring the Impact Fee Ordinance up-to-date was an approved CIE. Impact fees could not be collected prior to the issuance of building permits, and that was one of the things that had to change. Boone said he agreed with Bradshaw that the impact fees needed to go the area of development. Ross said fire stations did not operate by themselves. Service areas were important when there were geographic boundaries, and the City did not have any services that operated by themselves. He used north and south Fulton County, which were separated by the City of Atlanta, as an example. He said separate service areas were not a good idea in current impact fee assessment.

Plunkett asked what the best way was to handle the issue. Logsdon clarified that Council wanted a committee to look at the document. A committee would be more productive. Plunkett said the committee could hold workshops or charettes to get input to the public. An impact fee advisory committee could work on the current reports, then come back to work on the report after the ARC review was complete.

Haddix moved to table indefinitely the transmittal resolution for the CIE to the ARC/DCA until such time as a committee was formed as required for the impact fee study to function both in the formulation of the transmittal resolution proposal and after its return from ARC/DCA to be the Impact Fee Advisory Committee for the final improvements, alterations, and submission for final approval. Plunkett seconded. The motion carried unanimously.

11-08-10 Consider Concept for Utilization of Elevated Wooden Boardwalk for Approach Paths to Multi-use Bridge Spanning Flat Creek

Stormwater Manager Mark Caspar gave a recap of the project concerns, which included the new design (residents were concerned about the effect of the earthen ramp design on the wetlands), the issue with the Federal Emergency Management Agency (FEMA) floodplain, meeting the requirements of the City's Future Condition Floodplain Ordinance, and the impact to the wetlands. The proposed new bridge would be constructed of marine-grade wood, as was originally asked for by the citizens, and the bridge would meet the structural requirements outlined by the City, American Association of State Highway and Transportation Officials (AASHTO), and the Americans with Disabilities Act (ADA). The span would be 12 feet wide. The pros of the proposed profile included spanning the floodplain as asked by the citizens, no significant impacts to wetlands since it could be installed to match the existing clearing, and the cost of the bridge would be the same or less than the previous option. Regardless of which concept was used, a Conditional Letter of Map Revision (CLOMR) from FEMA would be needed. Caspar continued that most of the construction could be done from the Industrial Park side of the creek, with minimal disturbance to the wetlands. Caspar went over the timeline for the project, which began on October 1, 2008, and should be completed by November 2009.

Sturbaum asked if the bridge would be wide enough for two carts, and Caspar said yes. He added that the cost was the same or slightly less than the original proposal, and the equipment could be staged from the industrial park side.

Morallion Hills resident Keith Walker thanked Council and staff for working out a solution. He said the bridge would be a showcase and would have minimal impact on the wetlands.

Kim Cort thanked staff for accommodating the residents' concerns. She felt the new design took care of the wetlands issue. The flooding issue was ongoing, but she was waiting for an elevation study to see if that had been addressed.

Phyllis Aguayo commended Council for doing the right thing. She was a member of Southern Conservation Trust, and felt this design offered a much better protection of the wetlands.

Plunkett moved to approve the concept for utilization of an elevated wooden boardwalk for approach paths to the multi-use bridge spanning Flat Creek. Boone seconded. The motion carried unanimously.

11-08-11 Certify Election Results

Acting Administrative Services Director Betsy Tyler said the election results had been adopted by the Fayette County Board of Elections and had been transmitted to the state. Staff asked Council to certify the results of the special election for the City's bond question and authorize the Mayor to sign the certification. The votes cast were:

QUESTION 1 (Ice Rink)

Yes	6,861	37.53%
No	11,418	62.47%

Plunkett moved to certify the special election results for Peachtree City and authorize the Mayor to sign the certification. Haddix seconded. The motion carried unanimously.

11-08-12 Consider December 26 as Employee Holiday

Sturbaum moved to approve December 26 as an employee holiday. Haddix seconded. The motion carried unanimously.

11-08-13 Consider Authorization to Submit GATE*way* Grant Application for SR 74 South Landscaping

Rast said this was a new program at the Georgia Department of Transportation (GDOT), and the funding came from the advertising industry, specifically the money from the permits required to clear vegetation from the right-of-way for billboards. Rast said he and McMullen met with GDOT a few weeks ago to discuss ideas about the SR 74 South corridor. The GDOT representatives encouraged the City to apply for the grant. The applications were due November 30, and the maximum grant was $50,000. No City match was required. The funds were to be used for the first phase of the reforestation of SR 74 South. They would ask for funding for plant material to screen the soundwalls and re-establish the buffer in areas that did not have soundwalls to screen the residential neighborhoods from the highway. Rast briefly went over the plan. (A copy of the plan is included in the official meeting file.) The City would be required to enter into a mowing and maintenance agreement with GDOT, which had been done on other state highways. The application should be signed by the City Manager.

Plunkett asked if the City had to come up with any funds. McMullen said no, adding that the grant money came from those who put up billboards. Rast added that the pot of money was quite large. Boone asked about the time frame for approval. Rast said the application was due on November 30, and there would be a short turnaround as far as notification. The district engineer would make a recommendation to the GDOT's main office, and the right-of-way people would also make a recommendation. The GDOT commissioner would ultimately sign off on the application. Sturbaum asked if there was anything that could be planted to keep from having to mow the 12 inches of grass between the sidewalk and the curb, which seemed labor intensive. Rast said they might be able to mulch or plant groundcover, which would require less maintenance than mowing.

Plunkett moved to authorize the City Manager to sign the application for the GATE*way* grant for the SR 74 South landscaping project. Sturbaum seconded. The motion carried unanimously.

<u>Council/Staff Topics</u>
Cedarcroft Multi-use Path Connections
Rast said Council had directed staff to resolve the issue about the paths, and a letter was written to the builder notifying him that the paths needed to be relocated to the center of the easements. He continued that some of the residents had asked to speak to Council about the paths.

Roch DeGolian represented the developer, Ravin Homes, and thanked Rast for his accessibility on the issue. He acknowledged that the path was misaligned, and, based on Council's decision, they would act accordingly. The removal of the paths would have a positive impact on the neighborhood, particularly those adjacent to the paths. There had been approximately 500 carts in the neighborhood on one summer afternoon. He had contacted five of the eight residents that lived next to the paths in the subdivision, and they had signed a letter to Council. (A copy of the letter is in the official meeting file.) DeGolian read the letter to Council, which stated that the residents requested the paths be removed immediately, and Ravin Homes agreed to remove the paths at no expense to the City. The letter cited safety reasons for closing the paths, recommending the completion of an alternative route to the commercial area.

Plunkett asked where an alternative path could be located. DeGolian suggested the carts travel on the streets through the neighborhood. Plunkett continued that the City originally asked to have the paths go behind the houses rather than through the middle of the development, but the developer wanted them in the current location because of the cost. While Plunkett did not disagree that the paths were inconvenient, she pointed out that the paths were obviously needed. DeGolian said Cedarcroft was the only residential neighborhood with paths that went directly to a commercial area. Plunkett said there were others. DeGolian pointed out that the golf carts went through the neighborhood all night long. Plunkett said the residents should be screaming at the developer, not the City. The path system was part of the City, and it was used.

DeGolian said they had been working with Rast on an alternate route around the neighborhood. Plunkett asked how people would get to the commercial center. Rast said there was a tunnel underneath MacDuff Parkway, with an entrance from the Discount Tire side of the road. On the east side of the path, there was no connection. The plan had been to extend the path from the tunnel to the walkway behind Tires Plus. Rast noted that the commercial developer had indicated he would build the path, but was not going to do so now. Plunkett suggested the Cedarcroft developer complete the path connection. McMullen added that the City did not have the funds to complete the alternate route at this time. One of the residents asked who was responsible for the property damage in their neighborhood, and McMullen pointed out that the developer had created the situation. Now, the developer was asking the City to fix the problem he created. DeGolian said they were asking Council to alleviate the issue. The carts just would not be going directly between the houses, but through the neighborhood on the streets. People had trash thrown over the fence, tires burned, antennas broken, and more.

Haddix said he was sympathetic to the residents, and asked if there was a way to go around the development. City Engineer Dave Borkowski said that, if the internal paths were closed, golf carts could use the streets in the subdivision, but the problem was where the golf carts would go from there. The golf carts still had to use the connection between the neighborhood and Wal-mart. He said they would have to design and build the approaches to the existing tunnel to get people to Wal-mart.

Plunkett asked if the proximity of the homes to the paths had been pointed out to the developer. Borkowski said that happened prior to his employment with the City. Haddix said if the developer paid to move the paths he would support it, but if the City had to pay for it, he would not.

Dan Marsden said he and Gary Lindsey put together a residents' council. He was the public safety chairman. His neighbors had a concern. They were only asking to shut down paths in the middle of the neighborhood. People would still be able to get to Wal-mart. The ultimate goal was to have the paths re-routed. The problems included vandalism, fires, and one woman ran her golf cart through a garage. The kids were out of control. The golf cart traffic was 24 hours a day, seven days a week.

Logsdon asked Rast where the path would be located. Rast showed the route of the path from the SR 74 bridge to the tunnel at MacDuff Parkway. Everyone who came across the bridge had no option but to cut through Cedarcroft. Logsdon asked how many feet of path would be needed. Rast said several hundred, plus there was also a detention pond the path would have to go around or over. It would not be a small task. Marsden said a curb cut on MacDuff Parkway along the existing path would be a simpler solution. The carts could cross the street at the crosswalk. Rast said that would put the carts on MacDuff Parkway to the service road, which created another safety issue.

Plunkett said she did not have a problem with the neighborhood's request, but asked who would write the check. Marsden asked who wrote the check for the tunnel. Plunkett said it was impact fees from the Wieland development. She continued that the Cedarcroft developer had fought the City on everything. The rest of the taxpayers should not have to pay to fix the problem created by the developer. Marsden suggested Council work with the residents. Plunkett said they would, but the developer was still building houses. They had to have something to put on the table. Marsden asked Council if they would be willing to look at a proposal from the developer. Council said they would. Marsden said that was all they were asking. Logsdon said they were all sympathetic about the problems the residents had, but the developer needed to come up with a plan.

Report on Operating Costs/Recycling Center
Public Services Director Tom Corbett said two questions had come up at the November 6 meeting – what caused the additional hours for recycling and the cost. The 823 hours in FY 2007 were matched by 890 hours in FY 2008. The excess hours included adding cardboard recycling at the Public Works yard, which required an extraordinary number of hours. There were also an additional 200 hours at the Recycling Center, mainly due to the reconfiguration of the property for the right-of-way needed for the widening of SR 74 South, which had been a one-time occurrence. The additional hours at the Public Works yard would continue. Cardboard had become the most popular recycling item. Plunkett asked if the trash haulers had been asked to pick up recyclables from a single-stream bin. Corbett said he did not know if a recycler would pick it up. Plunkett said the haulers could keep the money from the recyclables they picked up. Corbett said they did not know of a recycler that would pick up cardboard or take it if it was mixed with other materials. Logsdon said all the haulers at the November 6 meeting wanted to do single-stream recycling. Plunkett said the City could put bins at the Baseball Soccer Complex, as well as other areas, to provide more recycling opportunities for residents. Keep Peachtree City Beautiful Director Al Yougel said, if the recyclables were not captured at the curb, it would be easier to have all the recyclables put into one bin at Public Works. Boone said the question should be asked of a single-stream vendor. McMullen said that, even if the City had to pay for pick-up, it would cost less. Yougel said everyone would be happier if it was single-stream. The highest revenue producers were cardboard and aluminum.

Sturbaum moved to convene in executive session to discuss pending and threatened litigation at 8:37 p.m. Haddix seconded. Motion carried unanimously.

Plunkett moved to reconvene in regular session at 9:30 p.m. Boone seconded. Motion carried unanimously.

There being no further business to discuss, Logsdon moved to adjourn the meeting. Sturbaum seconded. Motion carried unanimously. The meeting adjourned at 9:40 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City Council of Peachtree City
WORKSHOP MINUTES
December 2, 2008
6:30 p.m.

The City Council of Peachtree City met in workshop session on Tuesday, December 2, 2008, at 6:30 p.m. Council Members in attendance were: Mayor Harold Logsdon, Don Haddix, Cyndi Plunkett, and Doug Sturbaum. Steve Boone was unable to attend.

The purpose of the workshop was to discuss the proposed changes to the GC, LUC and OS zoning ordinances and to discuss proposed budget adjustments for FY 2009.

Planning Commission members attending were: Joe Frazar, Marty Mullin, Theo Scott, Patrick Staples, and Larry Sussberg.

Staff members attending were: City Manager Bernard McMullen, Assistant City Manager/Developmental Services Director Colin Halterman, Financial Services Director Paul Salvatore, Assistant Finance Director Janet Camburn, Leisure Services Director Randy Gaddo, Acting Administrative Services Director/City Clerk Betsy Tyler, Fire Chief Ed Eiswerth, Police Chief Skip Clark, Public Services Director Tom Corbett, City Planner David Rast, and Battalion Commander/EMS(Captain) Dave Williamson.

Proposed changes to the OS zoning ordinance
Rast noted that several amendments to the zoning ordinance had been considered, and all had been adopted except for the proposed changes to the Open Space (OS), General Commercial (GC), and Limited Use Commercial (LUC) categories. Additional research had been done and presented to the Planning Commission for their recommendation. The Planning Commission did not feel that the proposed changes were going in the right direction and requested the workshop with Mayor and Council for further discussion. (A copy of Rast's PowerPoint presentation is included in the official meeting file.)

Rast continued that the concern with the OS zoning was how it would play out on the zoning map. Two categories were proposed – Open Space Conservation (OSC) and Open Space Public (OSP).

The uses allowed in OSC zoning would include:
(a) Undeveloped, natural land
(b) Paved, multi-use paths or natural surface trails
(c) Boardwalks, scenic overlooks, playgrounds and/or picnic areas
(d) Archaeological or historic sites
(e) Cemeteries established prior to the adoption of this ordinance
(f) Building, facility or land for the distribution of utility services
(g) Stormwater detention facilities

The uses included in OSP zoning would include:
(a) Undeveloped, natural land

(b) Paved, multi-use paths or natural surface trails
(c) Boardwalks, scenic overlooks, playgrounds and/ or picnic areas
(d) Archaeological or historic sites
(e) Cemeteries established prior to the adoption of this ordinance
(f) Publicly owned building, facility or land
(g) Building, facility or land for the distribution of utility services
(h) Building, facility or land for non-commercial park, recreation, thoroughfare, or open space purposes
(i) Public or private boat dock, fishing pier, boathouse and related accessory concession and support facilities, where permitted through deed restrictions
(j) Public and/ or private golf course, including clubhouses, swimming pools, tennis courts or other associated activities located thereon, but not including miniature golf courses
(k) Stormwater detention facilities

Logsdon asked what the difference was between OSC and OSP. Rast said the parcels recommended for OSC zoning predominantly included greenbelts and wetlands owned by the City, although some of the areas were privately owned. He continued that OSP had the same uses, but would also included the more active recreational uses such as Riley Field, the Baseball Soccer Complex, and the boat docks.

Plunkett asked about OSP(h), noting that, if the referendum for the ice rink had passed, it would not be allowed on City property because it would have been a public-private partnership. There was not a restriction on non-commercial areas currently. Logsdon added that OSP(h) was very constraining. McMullen said it would be easy to fix. Sturbaum said the wanted the ordinance to be enforceable, but he did not want to keep the City from having public-private partnerships, which might be the avenue to pursue for future recreation needs.

Haddix asked if some OS areas should be available for public-private partnerships, or if some areas, such as the City Hall area, should be restricted to City use. Plunkett asked if that could pose a problem if the City contracted out any services, such as public works. Haddix said it would not be an issue, because the City would still own the land. McMullen asked Council if they wanted a third OS category for services. If there was a potential public-private partnership, there would have to be a contract, and Council would have to decide whether to enter into the contract. Staples added that there would also need to be a definition of what constituted a public-private partnership. Logsdon said he wanted the best ordinance to offer protection to the City, but also to provide some flexibility. Rast suggested looking at the verbiage for a non-public (commercial) park. Plunkett asked if the proposed zoning categories would allow Drake Field to be used for overflow for soccer tournaments and other activities. Gaddo pointed out that, due to the greenspace grant used to purchase Drake Field, there were limitations as to what could be done on the property. Sturbaum agreed that the uses for the area were governed by the grant. Plunkett said it would be easier to fix those issues now than later. Haddix said he would be comfortable with the two types of open space and more research on public-private partnerships.

Staples referred to OSP(f) Publicly owned building, facility or land and noted it was ownership specific, but there was nothing about community usage. McMullen suggested adding "used to provide public services." Plunkett asked if there would have to be a rezoning if the City wanted to rent out an empty fire station. McMullen said he was familiar with government buildings that leased space to other government organizations. Leasing a public building to a private organization/business was an unfair competitive advantage. Sussberg said a zoning change was needed to have a commercial use in a residential area, which involved the residents. It was not always a bad thing. Sturbaum agreed, adding that Council would be in the position to get what the City wanted so it would be a good fit. McMullen noted that the majority of the space that would be zoned OSC belonged to the City, and Council would have to approve any construction. Rast added that most of the boardwalks were on property that would be zoned OSC. Now everything was zoned OS, with no differentiation, including the City Hall area. The uses in OSC zoning would be very limited. Haddix said there were private property owners that did not want their land developed and rezoning the property to OSC would provide protection. Mullin asked if there was a way to subdivide the OSC category so nothing could ever be built on particular parcels. Gaddo said a conservation easement could do that. Rast pointed out that, just because a use was in an ordinance, a developer would not have carte blanche to do it. Even the Water and Sewerage Authority (WASA) had to get Council approval to run lines on City-owned property. Plunkett asked to have the City Attorney look at OSC(f) to see if it could be tightened up. She wanted to be able to keep the OSC areas as pristine as possible, yet still be able to traverse them. McMullen said design standards could also be created for OS zoning.

Proposed changes to the GC and LUC zoning ordinances
Rast noted the existing language for GC zoning – Minimum rear setback depth: 20 feet; *Note: If adjoining a residential zoning lot, the building setback shall be 75 feet.*

The proposed changes would read – Minimum rear setback depth: 20 feet; *Note: If adjoining a residential zoning lot, the setback depth for both building and parking shall be no less than 75 feet, and this setback shall be designated as an undisturbed buffer. Absolutely no grading or clearing of vegetation shall be permitted within this buffer.*

Rast clarified that an additional 25-foot buffer would be needed to separate residential from commercial. There would be no clearing or grading allowed within the buffer. It was to remain undisturbed.

The existing language for building height in GC – The maximum height of all buildings shall not exceed 35' in height from finish grade to the ridge line or the tallest portion of the roof without first rezoning the property. In no case shall the maximum height of a building exceed 60' in height from finish grade to the ridge line or the tallest portion of the roof. As a part of the rezoning process, the proposed site access, site circulation and building design details regarding the overall building layout, proposed construction methods, and overall fire protection plan shall be reviewed and approved by the Fire Marshal and Building Official in accordance with current fire and building codes. The Fire Marshal and Building Official may impose additional or alternative requirements to include, but not be limited to, the type of building, construction type and/ or the planned occupancy and use of the building and overall life safety considerations. In addition, City Staff and the Planning Commission shall review the building elevations in accordance with the city's Design Guidelines Ordinance.

The proposed language regarding building height – *Maximum building height: The maximum height of all buildings shall not exceed 35' in height from finish grade to the ridge line or the tallest portion of the roof.*

The existing language for Limited Use Commercial – Maximum building height: The maximum height of all buildings shall not exceed 35' in height from finish grade to the ridge line or the tallest portion of the roof without first rezoning the property. In no case shall the maximum height of a building exceed 60' in height from finish grade to the ridge line or the tallest portion of the roof. As a part of the rezoning process, the proposed site access, site circulation and building design details regarding the overall building layout, proposed construction methods, and overall fire protection plan shall be reviewed and approved by the Fire Marshal and Building Official in accordance with current fire and building codes. The Fire Marshal and Building Official may impose additional or alternative requirements to include, but not limited to, the type of building, construction type and/ or the planned occupancy and use of the building and overall life safety considerations.

The proposed language for Limited Use Commercial included – *Maximum building height: The maximum height of all buildings shall be determined as a part of the rezoning process, but in no case shall the height of the building, as measured from finish grade to the ridge line or tallest portion of the roof, exceed 60' in height. In determining the maximum height permitted, the proposed site access, site circulation and building design details regarding the overall building layout, proposed construction methods, and overall fire protection plan shall be reviewed and approved by the Fire Marshal and Building Official in accordance with current fire and building codes. The Fire Marshal and Building Official may impose additional or alternative requirements to include, but not limited to, the type of building, construction type and/ or the planned occupancy and use of the building and overall life safety considerations.*

Williamson explained how the 35-foot height limited affected the City's Insurance Services Office (ISO) rating. The ISO required fire departments to have aerial apparatus if there were five buildings that were three stories or 35 feet in height within two and one-half road miles from a fire station. The City received its first aerial apparatus in 1984. The City needed to keep track of how many buildings there were to keep from hitting the number five in an area. Three ladder trucks were now required. Only the southside of the City did not require a ladder truck, but was just a few buildings shy of that mark. Another requirement that tripped the need for another truck was whether a fire flow of 3,500 gallons per minute was needed, which was primarily needed for churches. Another issue to consider with the 35-foot limit was that the Department's ground ladder reached 24 feet, which was basically a second-floor window. An aerial device would be required for a third floor window or a 35 to 40-foot ground ladder. The Fire Department needed to ensure it had adequate access to buildings. Other considerations included the parking areas and how sharp the corners were. Tower 8 was 59 feet long, and it was the largest aerial device.

Mullin said the Planning Commission's concern was the aesthetics, not the number of stories. Staples said the aesthetic concern needed to be determined. Using just height as a factor, the City might lose control of the buffer standards. Plunkett suggested adding specific parameters to the Special Use Permit standards. Staples, Mullin, and Frazar all felt a building should be nestled into its environment. Mullin said the landscaping would also be a factor, and the developers should be required to plant 10 to 12-inch caliper trees. Logsdon agreed that he did not want an arbitrary restriction. Sussberg also said it should be open-ended, with a workshop to talk through the issues. Mullin said the City could grant a variance for something in return. There should be dialogue. Haddix said that, next to residential, there should be a determined height and buffer. The residents did not want big height and big buildings. Mullin said there needed to be guidelines. McMullen said the ordinance had to establish the minimum requirements. Mullin felt it would be better to limit the number of stories. Frazar had researched the issue and found that many cities required that buildings should not protrude above the mature tree height. Haddix said the 35 feet meant the roof line, but he would consider a 10-story building in the industrial park if it was good for the City. Plunkett said the City needed to make the Special Use Permit work better. McMullen pointed out that all buildings had to be serviced with the existing fire equipment.

Rast asked Council if the Planning Commission or Council should approve a building that exceeded the trigger. Plunkett said it should be a Council decision with a Planning Commission recommendation. Fire Chief Ed Eiswerth reminded Council that taller buildings might trigger the requirement for another ladder truck. Sussberg suggested that developers pay if another truck was required. McMullen said staff and the Planning Commission would continue to work on the ordinance.

Rast noted that the height limit for Office Institutional (OI) was 60 feet. Logsdon asked if steeples on churches were a factor. Mullin said that, technically, steeples and chimneys were not measured. Mullin said they also needed to discuss whether denseness or quality was most important for the 50-foot buffers. Plunkett said both were important.

Proposed budget adjustments for FY 2009

The budget portion of the workshop began at 7:59 p.m. Salvatore anticipated a total General Fund revenue shortfall of $912,000, which included $700,000 in Local Option Sales Tax (LOST), $50,000 in the motor vehicle taxes, $45,000 in intangible taxes, $75,000 in franchise taxes, $15,000 in the City's share of the hotel/motel tax, and $28,000 in other revenues. (A copy of Salvatore's PowerPoint presentation is included in the official meeting file.)

Salvatore continued that the anticipated Special Local Option Sales Tax (SPLOST) revenue shortfall was approximately $200,000 for FY 2009, and the SPLOST projects would be revisited. Some of the projects might be deferred until the next SPLOST. The anticipated impact fee revenue had been reduced by $350,000 due to projects being put on hold by the developers.

Salvatore went over the impact on the five-year financial model. He noted that the original FY 2009 adopted budget called for use of the cash reserves of approximately $1.5 million. The FY 2010 budget had already included a 1.5 millage rate increase and the use of $477,000 in cash reserves. Another ½ mill increase was also scheduled for FY 2011. The revised revenue estimates for FY 2009 would increase the use of cash reserves from $1.5 million to approximately $2.5 million, which represented about 25% of the City's total General Fund reserves. Salvatore said such reliance on cash reserves was unacceptable and could not be sustained. It might also adversely impact the City's bond ratings. If no action was taken to reduce expenditures, the estimated millage rate for FY 2010 would increase to approximately two mills. One-time cuts in the FY 2009 budget would only delay the problem, not fix it. Meaningful, ongoing cuts would be needed in order to avoid millage rate increases. Salvatore went over the revised five-year model with the revised revenue and the revised model with one-time cuts.

The proposed budget reductions for FY 2009 included using the Public Improvement Program (PIP) contingency for prior year projects to cover the projected impact fee shortfall ($333,423). An additional $159,814 would be transferred from PIP Contingency to the General Fund. The total of cancelled projects/equipment for current and past years was $290,186. The delay in FY 2009 debt service would save $360,000. The total for one-time PIP cuts was $810,000. Salvatore then went over an analysis of the PIP funds.

The total of the proposed cuts to the department operating budgets was $886,689. The cuts included City Manager, $2,381; Administrative Services, $55,000; Fire/EMS, $134,749; Leisure Services, $315,961; Police, $115,486; Public Works, $141,200; Financial Services, $33,034; and Developmental Services, $88,878. McMullen and Salvatore went over the cuts in each department.

The total estimated adjustments (total General Fund adjustments - $1,733,289) included PIP funds, $450,000; debt service delays, $360,000; departmental cuts, $886,689; and computer equipment, $36,600. Recurring adjustments totaled $382,693, and non-recurring adjustments totaled $1,733,289.

The proposed cuts for the FY 2010 PIP totaled $1,116,832, including South Kedron traffic signal, $250,000; cart path extensions, $100,000; Station 83 improvements, $275,000; a Quint for the Fire Department, $166,832; Station 82 improvements, $175,000; a crime scene van, $50,000; and a reduction in the PIP contingency, $100,000. Salvatore went over the revised five-year model with adjusted revenue estimates, no millage rate increases, and the budget adjustment that were presented.

Comments regarding the departmental cuts included the following:

- QIT lunches cut – McMullen said staff was looking at changing the format used for generating ideas
- PTC 101 retained – citizen education would be more important than ever
- ***UPDATE*** to be published six times a year instead of 12 times
- Staff would look at the usage at the Library to determine when slower times in order to reduce hours
- Usage at Kedron Fieldhouse would also be looked at to determine when hours could be reduced

- Public Safety staff levels would be maintained to keep service level the same
- Public Works was responsible for 260 subdivision entrances, and staff would look at simplifying the landscaping or entering into agreements with subdivisions to maintain their own entrances
- Logsdon asked staff to look at Court giving community service hours to pick up trash in lieu of jail time. McMullen said that the community service workers still had to be supervised. Keep Peachtree City Beautiful Director Al Yougel said he was working with the probation office and had offered to supervise community service workers on trash detail. Logsdon said he would also make sure the workers were working.
- Clover Reach and Pebble Pocket pools would be closed.

Yougel encouraged Council to reconsider cutting the number of ***UPDATE*** issues. When times were down, communication needed to increase.

Tim Lydell agreed with Yougel regarding the ***UPDATE***. He asked McMullen if the department heads felt they could accomplish their missions with the budget cuts. McMullen said the level of service would be reduced in areas, but there was not a yes or no answer regarding accomplishing the mission. Lydell suggested that more cuts should be made, and the budget be looked at again in four or five months. The cuts could always be reinstated if needed. Logsdon said the direction given to staff was a good first step. Council had their eye on the target. Lydell said the cuts were a good move, but the move should be bolder. There were good, resourceful people on staff who could accomplish the mission with less money.

Haddix asked Salvatore what impact the homestead exemption would have on the budget. Salvatore said he did not know, but he would find out. McMullen said it would be about 0.25 mills.

McMullen noted that some of the changes to the budget would be effective January 1 if approved by Council, but others would be effective immediately. The proposed budget revisions would be on the December 18 agenda.

There being no further business to discuss, the meeting adjourned at 9:25 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

City Council of Peachtree City
Minutes of Meeting
December 4, 2008
7:00 p.m.

The City Council of Peachtree City met Thursday, December 4, 2008, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:01 p.m. Other Council Members present: Steve Boone, Don Haddix, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards, Special Recognition

Mayor Logsdon, Police Chief Skip Clark, and Police Captain Stan Pye recognized the graduates of the most recent Community Emergency Response Team (CERT) class. Mayor Logsdon swore in four police officers – Kenneth Ralls, Jamaal Greer, Robert Kloznick, and Katrina Freund.

Public Comment

Al Yougel showed photos of the landscaping designed by the Garden Club and installed by the Recreation Department recently at the gazebo at the Luther Glass Memorial Park (aka Three Ponds). He noted that it was a perfect example of a community need met through cooperation between residents and the local government. There was a program for more landscaping in front of the Frederick Brown, Jr., Amphitheater.

Agenda Changes

There were none.

Minutes

Boone moved to approve the November 6, 2008, regular meeting minutes as written. Haddix seconded. The motion carried unanimously.

Monthly Reports

City Manager Bernard McMullen showed a PowerPoint of the donations given to the City in November. (A copy of the PowerPoint is included in the official meeting file.) Plunkett asked about the CERT donation from Giorgi ($75). McMullen noted that Police Chief Skip Clark would have the information later in the meeting.

Consent Agenda

1. **Consider Contract – Amphitheater Sound & Lighting**
2. **Consider SCBA Bid**

Plunkett moved to approve Consent Agenda Items 1 and 2. Boone seconded. The motion carried unanimously.

Old Agenda Items

There were none.

<u>New Agenda Items</u>

12-08-01 WASA Update

Peachtree City Water and Sewerage Authority (WASA) Chairman Wade Williams introduced fellow member Phil Mahler and General Manager Larry Turner. Turner show aerial photos of the Rockaway waste treatment facility (four million gallons per day) located behind WASA's administrative offices and next to the Baseball Soccer Complex (BSC) and the Line Creek facility (two million gallons per day) located near the south end of the Falcon Field runway. Both of the facilities were state-of-the-art and provided treatment to a level adequate for re-use. Irrigation water for the BSC was provided from the Rockaway plant. The Line Creek facility had provided water to Planterra Golf Course for four or five years. (A copy of the PowerPoint presentation is included in the official meeting file.) Turner noted that WASA had 35 pump stations, one million feet of gravity sewers, and 4,030 manholes. The equipment included a vac truck that cleaned out the sewers through the manholes, a truck small enough to get down the cart paths, and a tracked vehicle with a camera that could go into the sewers to look for cracks and problems.

Turner continued that there had been a recent rate increase, and he briefly discussed the reasons. The annual revenues had decreased from \$6,586,252 in 2004 to \$5,813,829 in 2008. Turner attributed some of the loss in revenue to the closing of Photocircuits in 2005. Revenues dropped \$500,000 in 2008, which was consistent with the watering restrictions during the drought. The anticipated revenue in 2009 was \$5,907,500. Last year, WASA had supplemented the revenue stream from its reserve and would take \$300,000 from the reserves this year. The last rate increase was in February 2002.

Turner continued that Peachtree City ranked near the bottom of a survey of monthly sewer bills done in October 2008 by the Metropolitan North Georgia Water Planning District. The City's rate for 7,000 gallons was currently \$30.66. The highest rate was \$55.35 in Tyrone, and the lowest was Fayetteville at \$30.20. Two rate increases would be coming up – a five percent increase went into effect on December 1, which would put the bill for 7,000 gallons per month at \$32.20; and a five percent increase on October 1, 2009, which put the bill for 7,000 gallons per month at \$33.81. Even with the increases, the City would remain in the bottom half of the cities surveyed.

Turner said the City had adequate capacity. The next steps included focusing on sewer rehabilitation, bio-solids, and market re-use. Turner explained that the lines in some areas of the City needed to be replaced due to age and poor materials. There were also root problems in some areas, as well as infiltration inflow problems. Currently, the bio-solids (sludge) were taken by truck to Plains, Georgia, where they were composted using peanut hulls as the bulking agent. WASA was basically hauling a lot of water, and the costs continued to increase due to the cost of fuel and transportation. They were looking at alternatives, including a joint venture with Newnan Utilities or a mechanical rotary drum drying process on site, so what was hauled away would be 30% water rather than 80% water.

Increasing the market for WASA's re-use water was another avenue to help with the costs. The problem would be getting it to the site, and Turner said they would work on that during the next few years.

Sturbaum thanked Turner and the WASA members for deferring half the rate increase to 2009 to help people during the trying economic times. Logsdon said he hoped they would be able to market the re-use water. Sturbaum noted that water was becoming a valuable commodity, and WASA was leading the pack.

12-08-02 Consider Modification to PCTA FY09 Budget

Peachtree City Tourism Association (PCTA) Vice-Chairman Kai Wolter addressed Council regarding the changes to the FY09 budget. Wolter noted that Council had already approved the FY 2009 budget, but the original budget had included the revenues and expenses for the Frederick Brown, Jr., Amphitheater. The costs and revenue projections for the Amphitheater had been taken out of the budget since the City had taken over management of the venue.

Logsdon noted that the PCTA projected a surplus of $53,475, and they had budgeted $223,000 for four employees. He asked Wolter why they still needed four employees. Wolter said that the PCTA would need the employees to act as a true Convention and Visitors Bureau (CVB), which the board had not done before. The board believed that was what they needed to do that.

Plunkett moved to approve the PCTA FY 2009 amended budget. Boone seconded. The motion carried unanimously.

12-08-03 Consider Amendment – Purchasing Ordinance (Amphitheater Contracts)

Finance Director Paul Salvatore explained that the amendment was necessary to accommodate the contracts for the performances at the Frederick Brown, Jr., Amphitheater. There were critical timing issues, and the Amphitheater manager needed some flexibility for marketing purposes. A control procedure would still be in place since Council approved the budget. The Finance Department would review the contracts before they were signed, and the Mayor and City Manager would sign the contracts. Logsdon asked City Attorney Ted Meeker if he had reviewed the proposed amendment. Meeker said he had.

Sturbaum said that, after speaking with Amphitheater Manager Nancy Price, he had no problem with the proposed amendments and having the agreements signed in the proposed timeframe. He asked that everything be reviewed in a few years to see if there were any changes needed to ensure the success of the Amphitheater.

Haddix moved to approve the amendments to the Purchasing Ordinance for the Amphitheater contracts. Boone seconded. The motion carried unanimously.

12-08-04 Consider Amendments to Personnel Policy

Acting Administrative Services Director/City Clerk Betsy Tyler noted that the Personnel Policy was originally adopted by Mayor and Council in 1981, with the last major revision being done in 1991. A workshop on the policy was held in Fall 2007. The changes included housekeeping items, such as changing the title of Personnel Manager to Human Resources Manager, clarifications for better understanding, changes for approvals due to growth of organization (Director/Chief instead of City Manager), changes due to changes in state or federal laws, and policy changes.

The recommended changes included the following:

- **Civil Leave (Page 36)** – Employees given time off with pay for jury duty or court ***unless*** they were litigants or had a personal interest
- **Bereavement Leave (Page 36)** – Full-time employees only

Plunkett read the list of relatives regarding bereavement leave, noting that step-parents, step-grandparents, and grandparent-in-law had been added to the list that included an employee's spouse, child, parent, grandparents, brother, sister, parent-in-law, sister-in-law, and brother-in-law. Sturbaum noted that the changes were standard across the government and private industry.

Tyler then discussed the following changes to the content:

- **Entrance at Minimum Salary (Page 4)** – City Manager would determine recruitment starting salary (versus Council)
- **Salary of Promoted Employee (Page 5)** – If an employee failed to successfully complete a probationary period following promotion, he would be reinstated if the position was vacant. If there were no vacant positions available for which he was qualified, the employee would be terminated (2007 City Council item).
- **Intra-departmental Transfers (Pages 11-12)** – City Manager did not have to approve intra-departmental transfers within the same pay range.
- **Demotion (Page 12)** – Reason for demotion would include acts violating laws
- **Disability (Pages 18 & 19)** – Authorized mandatory physician examination when disability was discovered that could create a dangerous situation
- **Reduction in Workforce (Page 19)** – Reduction in Workforce would be approved by Council; retention based on seniority, performance history, job skills (2007 City Council item)

Sturbaum referred to page 19, Reduction in Workforce...He suggested considering the date of offer of acceptance, or application if seniority became a factor.

- **Disciplinary Action (Page 21)** – A violation of any rule or regulation adopted by the City would grounds for disciplinary action
- **Reasons for Disciplinary Action (Page 24)** – Changes included use of tobacco products in any City building/vehicle, allegations of a felony or crime of moral turpitude, subordinates working for supervisors on personal time would be eliminated

Plunkett was concerned that a supervisor could threaten an employee with their job at the City if the employee was doing something during on their own time for the supervisor. Sturbaum pointed that, under Reasons for Disciplinary Action, page 24, an allegation of felony or crime of moral turpitude was just that. He suggested that the wording be changed to "conviction."

Meeker suggested changing "allegation" to "arrest" or "indictment." Sturbaum said that wording would be more definitive than "allegation," since action had been taken against the person.

- **Grievance Procedures (Page 26)** – Human Resources Manager would give recommendation rather than ruling, with City Manager making final decision
- **Appeals (Pages 28 & 29)** – Appeal hearings must be public hearings per state law
- **Appeals (Page 28)** – Appeals Board would make recommendation rather than decision, City Manager would make the final decision
- **Appeals (Page 28)** – Ability to appeal the City Manager's decision to the Mayor and Council
- **Appeals (Page 29)** – Increased Council response time from five to 15 days

Boone asked if the appeals would come to City Council. Tyler said that, generally, the appeals were heard by a board of several managers. Human Resources Manager Brenda Rogers explained that an appeal of the Appeals Board's decision would go to Council, but they would only review the information and would not hear any testimony. Sturbaum asked if the employee's supervisor would sit on the board. Tyler said there was pool of 10 employees designated for the Appeals Board. The employee chose five from the pool, and the City determined which three would sit on the Appeals Board. This would exclude anyone who might have a conflict.

- **Hours of Work (Page 30)** – Work schedules established by Directors/Chiefs, approved by City Manager
- **Holidays (Page 30)** – Increased holiday pay for regular full-time Firefighters to 10.71 hours; Holiday Pay would no longer be earned while on leave after Family and Medical Leave Act (FMLA) had been exhausted
- **Sick Leave (Page 33)** – Director/Chief approval of limited sick leave use for family members (versus City Manager)
- **Sick Leave (Page 33)** – City Manager (versus Mayor & Council) approval for an employee on Workers' Compensation to use their leave to make up the pay difference under appropriate circumstances

Tyler said if an employee had time on the books that could be used to compensate for the difference between regular pay and Workers' Compensation, they could use it to do so. Plunkett asked why approval was needed. Rogers explained that Workers Comp only paid a percentage of an employee's salary, and they used that as a way to get people back to work. It was very rare that an employee would be allowed to make up the difference, but if they had the time and a reason for needing it, they could request it. Rogers said Workers' Comp was different from short-term disability. Supplementing the income was not allowed under short-term disability. Haddix said they were using something they were entitled to instead of direct pay. Plunkett said the City could have a person out on Workers' Comp and be paying someone to do their job at the same time potentially. Sturbaum said it would just be paying the differential between Workers Comp and the employee's salary.

- **Military Leave (page 35)** – Federal law allowed up to 18 days (144 hours) per year for Military Leave; added benefits to makeup difference in military pay (2007 City Council Item)

Tyler noted there had been changes in federal law regarding military leave. Council had also asked staff to look what could be done when the military compensation was less than the employee's City salary. Logsdon asked how long the City would be required to make up the difference in the compensation. Sturbaum noted Section 2 on page 36, which stated that the City should compensate an employee for earnings equal to the City salary when activated during a declared conflict. Plunkett asked if that was federal law. McMullen said that was a City policy, adding that the City did not make up the difference in pay due to normal Reserves or National Guard commitments. Logsdon questioned what would happen if the employee stayed on active duty for 10 years. Boone recalled that employees called up for a certain period of time were guaranteed their jobs when they completed active duty. Logsdon said the question was how long the City would make up the difference in any disparity in pay. McMullen said the City did not have a time limitation. Sturbaum asked staff to find out if there was a standard time limit and to use that in the policy. Boone suggested also checking federal law. Logsdon noted there was case law that would require the City to give someone their job back if they were gone for 10 years. Tyler said an employee could return to the City without loss of seniority within 90 days after honorable discharge from service. An employee disabled during military service had an additional year. Plunkett said there should probably be language regarding employees that volunteered to stay on active duty as opposed to those called to active duty.

- **Leave Without Pay (Page 37)** – Training and military service included for leave without pay
- **Public Inspection of Personnel Records (Page 39)** – Change in status of personnel records confidentiality to comply with state Open Records laws
- **Retention of Records (Page 39)** – Change in personnel records responsibility to ensure the safekeeping of information deemed confidential by state and federal law
- **Outside Employment, Page 40** – Outside employment to be approved by Director/Chief (vs. City Manager)

Plunkett referred to page 2, noting that many cities were looking at voluntary and involuntary 30-hour weeks to help with budget issues. The employees received less pay, but retained full-time status and benefits. Rogers said she had spoken to the insurance carrier about that and was told that it could be done on a temporary basis. Employees could be furloughed eight hours a month (four hours a pay period) and still retain benefits. Logsdon asked what would happen with the insurance if a four-day work week became a permanent change for a position. Rogers said that Council would have to decide if full-time employment was 32 or 40 hours. The City's current plans required employees to work 40 hours a week to get the benefits. Plunkett clarified that it was considered temporary if it was left open-ended. Rogers and Meeker said yes.

Sturbaum referred to page 7, Section 17E. The policy said a salary survey would be conducted every five to 10 years. Sturbaum preferred that a salary survey be conducted every five years due to the dynamics of the economy, which would allow salary review in a more accurate timeframe consistent with the economy as a whole. Plunkett said that would work well in some areas, but the City could not always do what the survey suggested. McMullen noted there was a difference between a salary survey and a pay and classification study, which was more extensive. The Atlanta Regional Commission (ARC) usually did the salary surveys at no cost. Salary surveys were done more often than five to 10 years.

Sturbaum referred to page 10, Policy VII, Section 1 Probational Status. He suggested adding the word, "hired," to the first sentence, "Each applicant appointed or promoted to a position…" He asked if appointed was considered hired. McMullen said yes.

Sturbaum referred to page 17, Section 2A. Unsatisfactory. He asked if there was Performance Improvement Plan for employees. Rogers said if an employee received an unsatisfactory evaluation they could be terminated. Employees considered marginally satisfactory were placed on a 90-day probation and were evaluated every 30 days. The City did everything humanly possible to make the employee fully satisfactory in the 90 days. Sturbaum asked if it was possible for an employee to go from fully satisfactory to unsatisfactory. Rogers said it was. Sturbaum asked if there was an instrument for supervisors to discuss the sliding performance with employees. Rogers said the director or supervisor could do that at any time, but there was nothing formal. Tyler said that was where the disciplinary action came into play. All employees were on a six-month probation when hired, except for protective services, which was 12 months. Sturbaum said he wanted to ensure all the resources possible were available. Logsdon said that a drastic decline in performance should be obvious. Boone said if job performance was falling rapidly, then the manager or supervisor should call the employee in to address it. McMullen said that was the rationale for the next sentence, which required documentation that the employee was made aware of unsatisfactory performance prior to the evaluation and had been advised on what would be required to be considered satisfactory.

Sturbaum referred to page 19, Section 5. Reduction-in-Workforce. He had checked with his employer's human resources department regarding seniority. Sturbaum said they should define job skills, so they could be properly evaluated. Plunkett asked whether a reduction in force was always based on seniority. Tyler said it was under the currently policy. Sturbaum said, based on the changes, seniority would become a deciding factor rather than the primary factor. McMullen said any cuts would be based on seniority, employment history, and job skills best suited to the needs of the City. McMullen said the items had not been prioritized.

Plunkett said Human Resources had not heard from everyone looking over the policy yet, and she preferred continuing the policy to ensure everything was good.

Sturbaum moved to continue the consideration of the amendments to the Personnel Policy until the December 18 meeting. Haddix seconded. The motion carried unanimously.

12-08-05 Consider Appointments for Impact Fee Advisory Committee

The recommendation for membership of the Impact Fee Advisory Committee to review the Methodology Report of the City's impact fee consultant included representatives from the following groups – Planning Commission, Development Authority of Peachtree City, Fayette

County Board of Realtors, Home Builders Association, a residential developer, and a member of the public-at-large. Sturbaum moved to approve the appointments of the Impact Fee Advisory Committee. Haddix seconded. The motion carried unanimously.

12-08-06 Consider Letter of Support for Safe Routes to School Grant Application Being Prepared by Fayette County for Redwine Road Multi-use Path

McMullen explained that the County was applying for the Safe Routes to School Grant to extend the golf cart path. The funds would be used to extend the County's cart path down Redwine Road to the Starr's Mill school complex. The path would cross Camp Creek and enter in the City McMullen reiterated that no funding was required on the City's part, just a commitment to work with the County to get the grant to build the path. The City had identified this area in the Master Plan for the path system.

Plunkett moved to authorize the Mayor to send a letter of support for the Safe Routes to School grant application being prepared by Fayette County for the Redwine Road multi-use path. Sturbaum seconded. The motion carried unanimously.

<u>Council/Staff Topics</u>

Chief Clark noted that the $75 donation was made by the CERT class. Boone asked how much money had been raised for the K-9 program. Clark said the Department received periodic donations to the K-9 fund. He had just gotten $500 from Kroger. Others were dropped off at the station.

Plunkett asked about the bridge over the CSX railroad on SR 54 West. Developmental Services Director/Assistant City Manager Colin Halterman reported that staff had received one estimate on the cost of the project, and two more were expected. Halterman said they were just rough estimates, not bids.

Plunkett moved to convene in executive session to discuss personnel and pending or threatened litigation at 8:20 p.m. Sturbaum seconded. The motion carried unanimously.

Plunkett moved to reconvene in regular session at 9:31 p.m. Boone seconded. The motion carried unanimously.

There being no further business to discuss, Plunkett moved to adjourn the meeting. Boone seconded. The motion carried unanimously. The meeting adjourned at 9:32 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

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:

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council**
VIA:	**City Manager**
FROM:	**Acting Administrative Services Director/City Clerk**
DATE:	**December 11, 2008**
SUBJECT:	**Indemnification Resolution December 18, 2008, City Council Agenda**

Recommendation:
Staff recommends that Council adopt the attached resolution indemnifying City elected and appointed officials (except officials of authorities) and employees.

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

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

Attachment

BT/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 18th day of December 2008.

____
Mayor

____

____

____

____

ATTEST: ____________________________
Betsy Tyler, Acting City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

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

DATE: **December 11, 2008**

SUBJECT: **Authorization of Legal Organ**
December 18, 2008, City Council Agenda

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

Discussion:
Fayette Newspapers, Inc., has been the legal organ for Peachtree City for a number of years. Their publication schedule allows for timely placement of legal ads 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.

BT/pd

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **December 12, 2008**

SUBJECT: **Appointment of City Attorney**
December 18, 2008, City Council Meeting

Recommendation:

Staff recommends that Council appoint Sumner Meeker LLC of Newnan as the City Attorney effective January 1, 2009.

Discussion:

May of 2005, Council appointed the firm of Davis & Meeker, PC, to serve as City Attorney. Ted Meeker of that firm has served as representation for the City since 2002. Effective January 1, 2009, Meeker will join the Newnan firm of Sumner Meeker LLC and would like to continue his service to the City as City Attorney.

Staff feels this is of benefit to the City due to his direct knowledge of ongoing City legal issues and the working relationship with Staff that Mr. Meeker has developed in the past six years.

Mr. Meeker has agreed to retain the same fees and terms of service currently in effect, and will send a request letter and confirmation of fees upon taking his new position on January 1.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: **Mayor & City Council**

VIA: **Bernie McMullen, City Manager**
Ed Eiswerth, Fire Chief

FROM: **David Williamson, Asst. Opns. / EMS Officer**

DATE: **December 10, 2008**

SUBJECT: **Mutual Aid Agreement Between the City of Peachtree City and Clayton International, Inc**
Council Consent Agenda December 18, 2008

Recommendation:
Staff recommends that Council approve a mutual aid agreement between the City of Peachtree City and Clayton International, Inc, attachment 1. The mutual aid agreement is for fire protection to augment Clayton International's own aircraft fire fighting capabilities.

Discussion:
Clayton International, Inc is located at 300 Dividend Drive in Peachtree City. Clayton International is in the business of rebuilding United States Department of Defense helicopters for government sales to other countries.

The Defense Contract Management Agency, in an inspection of Clayton International dated July 22, 2008, requires them to enter into the proposed formal mutual aid agreement in order to be in compliance with Department of Defense requirements.

The Peachtree City Fire Department is providing the requested support on a routine basis now and has been for the last twelve months. The mutual aid agreement formalizes the procedures now in place.

This mutual aid agreement has been reviewed by the city attorney and was found to be in proper order.

Budget Impact:
The proposed mutual aid agreement will have no budget impact and no costs associated with it outside the Peachtree City's Fire Department normal response services.

ARFF MUTUAL AID AGREEMENT

This Agreement, made and entered into this _________ day of __________, 2008, by and between the City of Peachtree City and Clayton International, Incorporated (CII), WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires within its own jurisdiction and areas, and

WHEREAS, the parties hereto desire to augment the fire protection available in their jurisdictions in the event of fires or other emergencies involving flight operations, and

WHEREAS, the agencies entering into this Agreement have an interest in providing mutual assistance in emergencies for which each respective fire department has the capabilities to respond, and

THEREFORE BE IT AGREED THAT:

1. The jurisdiction of the Aircraft Rescue and Firefighting (ARFF) crew operated by CII shall be limited to the initial response to emergencies involving U.S. Government aircraft operated by CII, in locations where the CII ARFF crew is standing by (Falcon Field or the CII premises). This jurisdiction shall be superseded by Peachtree City Fire Department (PCFD) upon arrival of PCFD personnel to the scene.
2. In the event of a fire or other emergency occurring in the jurisdiction of the CII ARFF crew, the CII ARFF crew shall provide the initial response. A CII representative shall notify PCFD of the emergency at the earliest opportunity by placing a 911 call.
    a. Upon arrival at the scene of the emergency, the PCFD on-scene commander shall assume control of all response efforts, allocating additional personnel and equipment as the situation dictates. The CII ARFF crew shall continue its response if needed under the direction of the PCFD on-scene commander. The CII ARFF vehicles are specially equipped for firefighting and rescue operations involving aircraft, and all CII crewmembers are certified ARFF firefighters.
    b. If required, water for replenishing the CII ARFF vehicles shall be provided by the PCFD crew responding to the emergency. The emergency vehicles operated by PCFD are capable of supplying 500 gallons of water to the CII ARFF vehicles prior to the setup of hydrant connections. Hydrant connections shall be utilized as needed in the event that the fire cannot be extinguished using on board water supplies.
3. In the event of an aircraft emergency involving CII operated aircraft at a location where the CII ARFF crew is not standing by, PCFD shall provide the initial response. The CII ARFF crew shall provide assistance if needed under the direction of the PCFD on-scene commander.
4. During periods when the CII ARFF crew is standing by, the crew shall also provide assistance as necessary in the event of any emergencies involving civilian aircraft not operated by CII.
5. With the exception of initial 911 calls, communications between PCFD and the CII ARFF crew shall be conducted face to face. A PCFD liaison may be assigned to the CII ARFF Crew. The CII ARFF crew shall keep PCFD informed of its flight operations schedule.
6. The tendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request of assistance should immediately inform the requesting agency if, for any reason, assistance cannot be rendered.
7. Each party to this Agreement waives all claims against the other party or parties for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.
8. Each party to this Agreement shall maintain its own insurance coverage for equipment and personnel.

9. All services performed under this Agreement shall be rendered without reimbursement of either party or parties.
10. The chief fire officers and personnel of the fire departments of both parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.
11. The commanding officers of the fire departments of the parties of this Agreement are authorized to meet and draft any detailed plans and procedures of operations necessary to effectively implement this Agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.
12. This agreement shall become effective upon the date hereof and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving ten (10) days notice of said cancellation.

IN WITNESS THEREOF, the parties hereto have executed this agreement at Peachtree City, Georgia, on the day and year first above written.

City of Peachtree City, City Manager

CLAYTON INTERNATIONAL, INCORPORATED

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager** Bernard McMullen

DATE: **December 5, 2008**

SUBJECT: **CONSIDER APPOINTMENTS OF AIRPORT AUTHORITY MEMBERS**
Consent Agenda, December 18, 2008

The Selection Committee, composed of Mayor Harold Logsdon, Council Member Steve Boone, Airport Authority Chairman Jerry Cobb, and myself, considered seven applicants for the vacancies on the Airport Authority.

It is the recommendation of the Committee that Zaheer Faruqi be appointed to complete Mr. John Cordner's unexpired term that would end on 12/31/12 and recommends that Mike Brady be appointed to a new five-year term scheduled to expire on 12/31/13. In addition, the Committee further recommends that Bill Rial be appointed 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.

RECEIVED
OCT 24 2008
PEACHTREE CITY
CITY HALL

AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT

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

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

The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Thursday of each month at 7:00 p.m. 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, OCTOBER 24, 2008**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

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

NAME: ZAHEER FARUQI

ADDRESS: 501 SAMIEL POINT
PEACHTREE CITY, GA 30269

TELEPHONE (Day Time) 770-632-7930 (W) 770-309-2683 (M)

(Evening) 770-632-0022 (H)

(Fax #) 770-632-7931

(E-mail Add:) zaheer@aventureaviation.com

[signature]
Signature

21st OCT 08
Date

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

SINCE AUG 1998

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

I WOULD LIKE TO ASSIST THE AIRPORT AUTHORITY IN BEING ABLE TO MARKET ITSELF TO OWNERS/OPERATORS WHO USE THE OTHER AIRPORTS AROUND ATLANTA AND CONVINCE THEM THAT FALCON FIELD OFFERS THEM A VALUE FOR MONEY SERVICES. I WOULD LIKE FALCON FIELD TO BE THE FIRST IN CHOICE FOR VISITORS TO ATLANTA SOUTH SIDE.

3. What qualifications and experience do you possess that would benefit the Airport Authority? I HAVE AN AIRFRAME & POWERPLANT FAA LICENSE AND MY EDUCATION AND WORK EXPERIENCE OF PAST 30 YEARS HAS BEEN IN AVIATION. I AM AN OWNER OF AN AVIATION BUSINESS NEAR FALCON FIELD AND AM INVOLVED WITH GA GOVT DEPTS ON AREGULAR BASIS.

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

PRESIDENT - AVENTURE INTL AVIATION SERVICES - PEACHTREE CITY

V.P INTL SALES - AVIATION SYSTEMS INTL - BOCA RATON, FL

V.P. INTL SALES - AVATAR ALLIANCE - FAIRBURN, GA

(PLZ SEE RESUME ATTACHED)

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

CURRENTLY ASSISTING A CLIENT OVERSEAS IN THEIR CHARTER AVIATION BUSINESS CONSISTING OF 3 PIPER SENECAS, 1 CESSNA CARAVAN, 1 BEECH 1900 C AND 1 FOKKER F27 AIRCRAFT.

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

NONE IN LAST YEAR. HAVE ATTENDED PRIOR TO THEN.

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.

I AM INVOLVED IN VARIOUS COMMUNITY EVENTS, MEMBER OF FAYETTE CHAMBER OF COMMERCE, PARTICIPATED WITH GOV. SONNY PURDUE IN TRADE MISSION, INVOLVED WITH GA ECONOMIC DEVELOPMENT, GUEST SPEAKER TO GA.STATE UNIV MBA PROGRAM, INTL MARKETING COURSE, GUEST SPEAKER TO UGA/SBA EXPORT TRAINING PROGRAM ETC.

ZAHEER FARUQI

108 International Drive
Peachtree City, GA 30269

Tel: 770-632-7930
Fax: 770-632-7931

EXPERIENCE

Sep 2001- Present

AVENTURE INTERNATIONAL AVIATION SERVICES
Atlanta Operations, Peachtree City, GA, USA
President/Owner
Created company to provide aviation services such as parts sales, repair management, surplus consignment sales, and aircraft sales and leasing. The company operates out of a warehouse located in Georgia Foreign Trade Zone just south of Atlanta's Hartsfield Airport. Sales from International Clients account for 80% of revenue. Aventure is an ASA 100 Accredited Organization meeting the guidelines of FAA AC 00-56A as a Parts Supplier. The company is also a subcontractor to Boeing and representative for MAPAERO, an Airbus Industrie Paint Manufacturer.

September 2000
August 2001

AVIATION SYSTEMS INTERNATIONAL
Boca Raton, FL
Vice President International Sales
Reporting to General Manager. Responsible for developing strategy to increase international sales and manage international company representatives and parts consignment locations in UK, France and Belgium. Company's international sales increased significantly as well as secured international airline consignments and opportunities for parts provisioning.

Jan 1998
August 2000

AVATAR ALLIANCE
Fairburn, GA
Vice President International Sales
Reporting to COO and Executive VP. Responsible for development and implementation of International Sales Business Plan. Increased international sales revenue by 300% in first year and winning largest components single purchase order of $2.4 m. Developed a market entry plan for company's thrust into Europe and Middle East with Amsterdam and Doha/Dubai as a planned office location. Increased International Client portfolio and secured exclusive multi-year Repair Management contract from UK Royal Air Force for their L-1011 fleet valued at $500,000 per year. Awarded a 1.5m+ consignment contract of B747 rotables in Atlanta from a Middle East Airline. Represented company in various Aviation events domestic and overseas and nominated as a speaker in Conference Forum. Responsible for supervision of international departmentinternal sales staff as well as overseas sales staff and Managing Outside Representatives and Agents network.

Nov 1992
Jan 1998

Gulf Aircraft Maintenance Company (GAMCO)
Abu Dhabi, United Arab Emirates
Manager, Marketing and Business Development

Reporting to General Manager. Responsible for developing 5 year Marketing Policy and Business Plan and assisting in development of strategic plan for GAMCO. Initiating Marketing Campaign, which resulted in substantial increase in new customers and business from 70 international airlines leading to major contracts for $47m from UK RAF and $8m from Saudi Arabian Airlines. Organized GAMCO's participation in international aviation Exhibitions, Conferences and seminars. Evaluating and assisting in establishing joint ventures and special projects with international Organizations and Vendors. Responsible for functions related to advertising, customer relations and company quarterly newsletter.

Dec 1991
Oct 1992

Gulf Aircraft Maintenance Company (GAMCO)
Superintendent – Aircraft Engineering.
Responsible for resolving Engineering problems on Lockheed L-1011, C130, Boeing 737, 747, 767 and Airbus fleet. Assisted in the development of he Engineering Design Organization and supervised engineering personnel. Provide engineering and maintenance advice to marketing Group. Prepared and made presentations to various Operators regarding aircraft maintenance work and aging aircraft related issues.

July 1990-
Dec 1991

Gulf Aircraft Maintenance Company (GAMCO)
Superintendent – Hanger Support Shops
Responsible for the Technical and Personnel Administration of 350 Employees in the following shops: Airframe structures, Sheet metal shop, Fiberglass & Composite shops, Aircraft Cabin Appearance, Aircraft painting, Aircraft Interiors & Safety Equipment, Aircraft Structures Liaison Engineering.

July 1984
July 1990

Gulf Air, the International Airline of Abu Dhabi, United Arab Emirates & Bahrain
Senior Development Engineer/ Technical Representative
Responsible for supervising Engineers and resolving engineering problems in Airframe, structures, systems, interiors and landing gears on Lockheed L-1011, Boeing 737 and 767. Represented Gulf Air during L-1011 aircraft heavy maintenance at Osaka and Hong Kong. Represented Gulf Air at Lockheed L-1011 Engineering and Maintenance Conference'86 through '89. Made a presentation on Airframe Structural and Corrosion problems at 1998 Conference.

Served as Member of the **FAA/Lockheed Steering Committee** for the L-1011 Aging Aircraft program.

July 1979-
July 1984

Saudi Arabian Airlines, Jeddah, Saudi Arabia
Senior Aircraft Engineer
Responsible for resolution of all airframe structures problems on Boeing 747, 747 SP, 737, 707, Airbus A300-600 and Lockheed L-1011 aircraft. (Was promoted to senior position after first year in service). Represented Saudia at several Lockheed and Boeing Conferences worldwide. Represented Saudia in the **Airbus Working Group** responsible for **A300-600 Airbus MRB** Document.

Mar 1978 | Oct 1978
DeLaval Turbine, Los Angeles, California
Design and Development Engineer

Responsible for design and development of pressure and temperature control systems

Sep 1976 | Feb 1978
Garret AiResearch, Los Angeles, California
Junior Development Engineer

Responsible for development of Aircraft Turbo-charger control systems for Cessna, Beechcraft and various other aircraft.

PROFESSIONAL LICENSES/CERTIFICATES

Graduate Certificate in Airframe and Powerplant Maintenance
Federal Aviation Administration, California

Airframe & Powerplant License
Federal Aviation Administration

Airframe & Powerplant Mechanic Certificate
DGCA, Jeddah, Saudi Arabia

L-1011 Aircraft Systems Course Certificate
Saudi Arabian Airlines, Jeddah, Saudi Arabia

Boeing Airline Structures Engineering Course
Boeing Aircraft Company

Airbus A300-600 Familiarization Course
Airbus Industries

Boeing B767-300 Familiarization Course
Boeing Aircraft Company

Boeing B767-300 Airframe & Systems Course
Gulf Aircraft Maintenance Company

PROFESSIONAL MEMBERSHIP

Member: American Institute of Aeronautics and Astronautics (AIAA)
Member: Society of Automotive Engineers – Aerospace Division (SAE)
Member : Aviation Maintenance Foundation, Inc. (AMFI)
Associate Fellow: Society of Licensed Aircraft Engineers & Technologist, UK
Registered Technican Engineer: The Council of Engineering Institution, UK

EDUCATION

Jan 1976 | Jan 1978
Master of Science Degree in Management
Northrop University, California
Graduated with a 3.6 GPA out of a possible 4.0
Management courses covering:
Corporate Planning, Production Planning, Industrial Relations, Personnel Management, Project Planning, Financial & Marketing Management

Sep 1971 | Dec 1975
Bachelor of Science Degree in Aircraft Maintenance Engineering Technology
Northrop University, California

Diploma in Airframe and Powerplant Maintenance
Federal Aviation Administration, California

AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT

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

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The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Thursday of each month at 7:00 p.m. 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, OCTOBER 24, 2008**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

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

NAME: MICHAEL (MIKE) J. BRADY

ADDRESS: 410 VANDERWALL
PEACHTREE CITY, GA 30269

TELEPHONE (Day Time) 770-486-0583
" " "

(Evening) ______

(Fax #) 770-486-1790

(E-mail Add:) MBRADY6721@AOL.COM

M. J. Brady — 10/14/08

Signature — **Date**

Application for Member of Airport Authority
Peachtree City, Georgia

Michael J. Brady

1. **How long have you been a resident of Peachtree City?**
    a. 13 Years

2. **Why are you interested in serving on the Airport Authority?**
    a. I would like to contribute my 35 years of successful and demonstrated business development skill in aviation management, leadership, business development, operations, finance, administration, and marketing to assist in the further development of Falcon Field and its contributions to the citizens of Peachtree City and the surrounding areas from a business, operational, and tax revenue development perspective.

3. **What qualifications and experiences do you possess that would benefit the Airport Authority?**
    a. **Qualifications/ Experiences**
        i. **Professional** – I have started and managed from a total start-up mode five airlines and one aviation related national non-profit veterans public educational foundation. ALL of the five airlines were financially and operationally successful with one of these airlines developing into the country's largest privately owned regional airline. I have been told by industry experts that no other person in the history of US airline aviation has ever been able to start and sustain profitable operations over a lengthy period of time for five airlines in the highly competitive and capital intensive airline industry. The non-profit veterans educational foundation has developed into a national organization with multiple chapters in other States and has been formally recognized for its contributions to the country and military by the U.S. Congress and Secretary of the Army.
        All of these start-up organizations involved the requirement for me to be capable of successfully performing the full range of skill sets for managerial, leadership, inter-personal, financial, operational, administrative, and marketing business knowledge and capabilities.
        ii. **Personal** – I have been a rated pilot for 35 years with an impeccable safety record. I hold both Commercial Fixed Wing and Rotorcraft ratings, Multi-engine, Instrument rated. Type Rated in the Citation II Jet.
        I own a number of fixed-wing and rotorcraft aircraft.
        I have been a tenant of Falcon Field for 12 years and am very familiar with the airport operations and operating environment.

4. **List major jobs you have held during your working career to include name of company and position.**
    a. Chairman, President, and CEO: Express Airlines I d/b/a Northwest Airlink Airlines
    b. Chairman, President, and CEO: Phoenix Airline Services, Inc.: airline support company that provided financial, operational, administrative, human resources, accounting, finance, insurance, FAA liaison, and safety resources to multiple airlines.
    c. Chairman and CEO: Chicago Express Airlines, Inc.
    d. Chairman, President, and CEO: Express Airlines II

4. List major jobs you have held during your working career to include name of Company and position. (continued)

e. President and COO: Eastern Metro Express Airlines, Inc.
f. President and CEO: Southeastern Airlines, Inc.
g. President and CEO: Army Aviation Heritage Foundation, Inc.
h. Various managerial positions: Eastern Air Lines, Inc.

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

I have a total of 35 years of experience in airport operations encompassing 25 years of commercial experience and 10 years of private experience. I started my aviation career as a line supervisor responsible for numerous aircraft operations at both major and medium activity level airports throughout the country progressing to airport manager position and then promoted to airline director of system-wide airport operations for Eastern Air Lines. The past ten years have provided me with hands-on experience with smaller general aviation airport operations in the local Peachtree City area and similar size general aviation airports throughout the country in support of the non-profit veterans organization I manage and lead.

During my 25 years of commercial airport operations experience I have effectively worked with and been involved with 60 Airport Authorities in 22 States throughout the country.

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

No, I have not attended any Airport Authority meetings in the past year. However, during the early days of my being a tenant at Falcon Airport, I attended a number of Airport Authority meetings.

7. Are you willing to take continuing education classes?

Yes

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

I am retired and have no employment. There is no conflict.

9. Describe your current community involvement.

President and CEO, Army Aviation Heritage Foundation- local area based non-profit veterans public educational foundation.
Member, Fayetteville First United Methodist Church
Member, Board of Directors, Clayton State University School of Business
Member, Congressman Westmoreland's Service Academy Selection Board
Member, Congressman Westmoreland's Transportation Advisory Board
Past Rotarian, Peachtree City Rotary Club
Member, Atlanta Jaguar Club
Member, "Z" Club of Atlanta

AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT

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

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

The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Thursday of each month at 7:00 p.m. 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, OCTOBER 24, 2008**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

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

NAME: Bill Rial

ADDRESS: 614 Graystone Court
Peachtree City, GA 30269

TELEPHONE (Day Time) 404.259.2258

(Evening) "

(Fax #)

(E-mail Add:) RIALWGFP@EARTHLINK.NET

Bill Rial
Signature

RECEIVED
SEP 12 2008
PEACHTREE CITY
CITY HALL

12 Sep 08
Date

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

2. Why are you interested in serving on the Airport Authority?
Through community service, I would like to contribute any expertise I might have to offer, that might result in a meaningful and positive impact on our community. Simply, I want to be an involved citizen and help make Peachtree City a better place to live.

3. What qualifications and experience do you possess that would benefit the Airport Authority?
   - **Career military officer (25 years) – retired, USAF Colonel.**
   - **Staff officer and Commander**
     - **Authored and implemented numerous DOD plans, policy and directives.**
     - **Commanded front-line fighter squadron operations.**
     - **Managed multi-million dollar budgets.**
     - **Managed fighter squadron's safe and tactically effective flight operations.**
     - **Managed an 80 aircraft, 32,000 flying hour program for NATO operations.**
     - **Managed and directed flight operations for over 1,200 aircrew flying more than 470 aircraft at over 40 locations across the U.S.**
     - **Advised Chairman, Joint Staff and SecDef on operational aspects of worldwide DOD operational missions.**
   - **Military Pilot/Airline Transport Pilot/Private Pilot**
   - **Undergraduate BSBA / Masters Military Arts & Science**

4. List major jobs you have held during your working career to include name of company and position.
   - **Pilot, Commercial Airlines, Delta Airlines.**
   - **Pilot, USAF**
   - **Assistant Director of Operations, USAF Reserve Command.**
   - **Staff Officer, Joint Chiefs of Staff, Pentagon.**
   - **Deputy Commander for Operations, USAF Tactical Fighter Wing.**
   - **Commander, USAF Tactical Fighter Squadron.**
   - **Operations Inspector, USAF Major Command.**

5. Do you have any past experience relating to airport operations? If so, describe.
Other than military airport operations, I have been an FBO "customer" at numerous airports throughout the U.S. and Europe.
I have 11 years experience with commercial airport operations throughout the U.S.
I have a few months of General Aviation experience at Falcon Field.

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.
   - **Peachtree City Parks & Recreation Department**
     - **7 years participating with Adult Softball and Flag football.**
   - **Daedalian Flight Captain, Atlanta Flight**
     - **Lead local and Atlanta area members/prospective members in a fraternal organization of military pilots.**
   - **Honor Flight Fayette**
     - **Volunteer.**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Developmental Services Director** **City Engineer**
FROM:	**Stormwater Manager**
DATE:	**December 2, 2008**
SUBJECT:	**Stormwater Maintenance Agreements** ***December 18, 2008 City Council Agenda***

Recommendation:

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

Discussion:

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

Attached are several agreements for recent development in the City. The agreements are completed in the standard format as has been reviewed by the City Attorney and are acceptable.

Budget Impact:

There is no budget impact for this particular agreement.

Attachments

cc: File

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 March, 2008, by and between (Insert Full Name of Owner) F.J. Investments, LLC. hereinafter called the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 0613010 07 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 34 Page 117-119, 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 F.J. Investments- 220 + 230 Parkade Ct., (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 7-31-07, titled 220 + 230 Parkade Ct., 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: ____________________________

Jihad Hojaij - President
(Type Name and Title)

____
Witness

The foregoing Agreement was acknowledged before me this 21 day of March, 2008, by Jihad Hojaij.

____
NOTARY PUBLIC
My Commission Expires: 4.23.10
COUNTY OF Coweta, GEORGIA

KRYSTAL M. ERICKSON
MY COMMISSION EXPIRES
APRIL 23 2010
COWETA COUNTY, GA
NOTARY PUBLIC

____
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**

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 22nd day of February, 2008, by and between (Insert Full Name of Owner) Southern Motor Carriers Rate Conference, Inc. d/b/a SMC3 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) Land Lot 130, 7th District Parcel ID# 0733030260l as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 2215 Page 426, 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 Commerce Point, (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 12/6/07, titled Commerce Center - New Building 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:

Southern Motor Carriers Rate Conference, Inc.

Company/Corporation/Partnership Name (Seal)

By: Joseph a McClure

Sr. VP, Finance & Admin.

(Type Name and Title)

Witness

The foregoing Agreement was acknowledged before me this 22 day of Feb., 2008, by

____.

Sharon Harmon

NOTARY PUBLIC

My Commission Expires: 1/24/11

COUNTY OF Coweta, GEORGIA

SHARON W. HARMON
MY COMMISSION EXPIRES
NOTARY
PUBLIC
JAN. 24, 2011
COWETA COUNTY, GA

____

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**

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 22nd day of January, 2008, by and between (Insert Full Name of Owner) Storage Xxtra Hwy 74, LLC hereinafter called the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 0613-001-01 (Portion) as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 3134 Page ~~86 + 87~~ 107-119, 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 Cooper Circle / Hwy 74, (Name of Plan/Development)

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.

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 1/25/07 titled ____ on file in the office of the City Engineer and incorporated herein by express reference. Storage Xxtra Hwy 74

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

WITNESS the following signatures and seals:

Storage Xxtra Hwy 74 LLC

Company/~~Corporation~~/~~Partnership~~ Name (Seal)

By: ____________________

S. Albert Gaston, Chief Operating Officer

(Type Name and Title)

____

Witness

The foregoing Agreement was acknowledged before me this 24 day of January, 2008, by ____________________.

____

NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES FEBRUARY 13, 2009

COUNTY OF Muscogee, 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

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 15 day of JANUARY, 2008, by and between (Insert Full Name of Owner) HARRIS III LLC hereinafter called the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 0614 019 01 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 2650 Page 501, 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 304 DIVIDEND DR, (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 11-09-07 titled ____ on file in the office of the City Engineer and incorporated herein by express reference. 304 DIVIDEND DR

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:

HARRIS III, LLC

Company/Corporation/Partnership Name (Seal)

By: ____________________

____

(Type Name and Title)

____

Witness

The foregoing Agreement was acknowledged before me this 18 day of January, 2008, by

____________________.

____

NOTARY PUBLIC

My Commission Expires: 2/1/11

COUNTY OF Fayette, GEORGIA

ANITA GLENN MY COMMISSION EXPIRES FAYETTE COUNTY, GEORGIA NOTARY PUBLIC

____

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

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 3 day of January, 2008, by and between (Insert Full Name of Owner) RAM LINE CREEK, LLC hereinafter called the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 0733 115 01 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 2324, 3018 Page 16, 633, 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 Discount Tire Peachtree City, (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 10/18/07, titled _____ on file in the office of the City Engineer and incorporated herein by express reference. Discount Tire Peachtree City

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

RDM

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.

written RDM

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.

RDM

WITNESS the following signatures and seals:

RAM LINE CREEK, LLC

Company/Corporation/Partnership Name (Seal)

By: ______________________

Doug McMurrain, Manager

(Type Name and Title)

____

Witness

The foregoing Agreement was acknowledged before me this 7 day of January, 2008 by ______________________.

YOLANDA M. KING

NOTARY PUBLIC

My Commission Expires: May 9, 2010

COUNTY OF Douglas, GEORGIA

YOLANDA MICHELLE KING
MY COMMISSION EXPIRES
NOTARY
PUBLIC
MAY 9TH, 2010
DOUGLAS COUNTY, 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**

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 19 day of DECEMBER 2007, by and between (Insert Full Name of Owner) CROWN DEVELOPMENT CO. 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) 16 EASTBROOK BEND as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 40 Page 161, 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 CROWN CENTRE, (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 8-21-2006, titled GRADING PLAN, 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:

CROWN DEVELOPMENT CO.

Company/Corporation/Partnership Name (Seal)

By: MUKUT GUPTA, PRESIDENT

M Gupta, Pres

(Type Name and Title)

Kelly R. Williams

Witness

The foregoing Agreement was acknowledged before me this 19 day of December, 2007, by Courtney L. Winzler.

NOTARY PUBLIC

My Commission Expires: January 17, 2010

COUNTY OF Fayette, 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**

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 30TH day of NOV, 2007, by and between (Insert Full Name of Owner) SullyMack, Inc. 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) 061301003 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 3215 Page 545, 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 Gardner Park, (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 4/16/07, titled Suey Nuck 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:

SULLY MACK, INC.

Company/Corporation/Partnership Name (Seal)

By: [signature]

ALLEN WILKINS, PRES.

(Type Name and Title)

Evan Horsch

Witness

The foregoing Agreement was acknowledged before me this 30th day of November, 2007, by Cheryl Kay Harrigan.

NOTARY PUBLIC

My Commission Expires: 9-22-2011

COUNTY OF Coweta, GEORGIA

CHERYL KAY HARRIGAN
MY COMM. EXP.
NOTARY PUBLIC
SEPTEMBER 22, 2011
COWETA COUNTY, 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**

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 7th day of September, 2007, by and between (Insert Full Name of Owner) GreenTee Partners, LLC hereinafter called the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 0614 - 070 - 01 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 1593 Page 683, 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 GreenTee Office / Warehouse, (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 9/15/06, titled Green Tee Warehouse 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:

Green Tee LLC

Company/Corporation/Partnership Name (Seal)

By: Chuck Ogletree (managing member)

(Type Name and Title)

Witness

The foregoing Agreement was acknowledged before me this 7th day of Sept, 2007, by

NOTARY PUBLIC

My Commission Expires: 1/17/2011

COUNTY OF Fayette, GEORGIA

BETTY J. CASSADY NOTARY PUBLIC EXP. JAN. 17, 2011 FAYETTE COUNTY, GA

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**

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 26 day of July, 2007, by and between (Insert Full Name of Owner) **Hella Incorporated** 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) 6 14 46 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book **44** Page **7 & 8**, Fayette County Georgia 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 **Hella Incorporated** ___, (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 4/10/07, titled As-built Survey for Hella Incorporated Warehouse Addition 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.

10. *As requested by the City Engineer, it is hereby noted that the pond is to hold water at the pool elevation indicated on the plans in order to properly treat the Storm Water. Due to extreme drought condition prevalent at the completion of the project, the water was not present. In the future, if the water does not return and the City determines it is necessary, provisions will need to be made to insure the normal pool elevation is maintained. Such modifications will be the responsibility of the Landowner.*

WITNESS the following signatures and seals:

____
Company/Corporation/Partnership Name (Seal)

By: Linda Volckmann
H.R./Office Mgr.
(Type Name and Title)

Craig Waze
Witness

The foregoing Agreement was acknowledged before me this 26 day of July, 2007 by Bobbi D. Oates.

Bobbi D. Oates
NOTARY PUBLIC

My Commission Expires:

COUNTY OF Fayette, GEORGIA

BOBBI D. OATES
Notary Public
Fayette County
State of Georgia
My Term Expires July 19, 2008

____
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**

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 23 day of July, 2007, by and between (Insert Full Name of Owner) Kedron Office Park LLC hereinafter called the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 07 3609 001 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 3209 Page 683, 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 Kedron Office Park, (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 08/29/06 titled ______ on file in the office of the City Engineer and incorporated herein by express reference. Kedron Office Park

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:

Kedron Office Park, LLC

Company/Corporation/Partnership Name (Seal)

By: Elizabeth Thibo

Elizabeth Thibo/CFO

(Type Name and Title)

Witness

The foregoing Agreement was acknowledged before me this 23rd day of July, 2007, by ______________________.

Martha Ann Turner-Andrews

NOTARY PUBLIC

My Commission Expires: ____________

COUNTY OF Fayette, GEORGIA

MARTHA ANN TURNER-ANDREWS NOTARY PUBLIC EXPIRES GEORGIA AUG. 30, 2009 FAYETTE COUNTY

Mayor of Peachtree City

Witness

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

NOTARY PUBLIC

My Commission Expires: ____________

Approved as to Form:

City Attorney **Date**

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 5 day of July, 2007, by and between (Insert Full Name of Owner) F.J. Investments, LLC. hereinafter called the "Landowner", and the City of Peachtree City, hereinafter called the City. WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/Parcel Identification Number) 0070082800008 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 2954 Page 662-669, 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 F.J. Investments-Parkade Ct., (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 4/30/07 titled PK 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:

F.J. Investments, LLC.

Company/Corporation/Partnership Name (Seal)

By: Jihad Hojaij

President

(Type Name and Title)

Witness

The foregoing Agreement was acknowledged before me this 5 day of July, 2007, by Krystal M. Erickson.

NOTARY PUBLIC

My Commission Expires: 4/23/10

COUNTY OF Coweta, GEORGIA

KRYSTAL M. ERICKSON
MY COMMISSION EXPIRES
APRIL 23 2010
COWETA COUNTY, GA
NOTARY PUBLIC

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

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 5 day of July, 2007, by and between (Insert Full Name of Owner) HWG Limited Partnership No.1 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) 0614-052 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 43 Page 75-78, 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 Lot 1, South 74 Industrial Park (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 1/13/06 titled _____ on file in the office of the City Engineer and incorporated herein by express reference. SITE DEVELOPMENT PLANS FOR DALTILE

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:

HWG Limited Partnership No.1

Company/Corporation/Partnership Name (Seal)

By: [signature]

Howard Guthrie,Managing Partner

(Type Name and Title)

Roger P. Clarkin

Witness

The foregoing Agreement was acknowledged before me this 5th day of July, 2007, by HWG Limited Partnership No. 1.

Kimberly C. Barnett

NOTARY PUBLIC

My Commission Expires: 1-23-2010

COUNTY OF Fayette GEORGIA

KIMBERLY C. BARNETT NOTARY PUBLIC Expires Jan. 23, 2010 FAYETTE COUNTY GA

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

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 2 day of July, 2007 by and between (Insert Full Name of Owner) First Baptist Church of Peachtree City 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) 07 32 53 as recorded by deed in the land records of the City of Peachtree City, Georgia, Deed Book 497 Page 329, 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 New Community Life, (Name of Plan/Development)
Center for
First Baptist church Peachtree City,

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 09/06/2007 titled _____ on file in the office of the City Engineer and incorporated herein by express reference. New Community Life Center First Baptist Church of Peachtree City

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: Lynn Fairley, Trustee

LYNN FAIRLEY, TRUSTEE

(Type Name and Title)

Witness

The foregoing Agreement was acknowledged before me this 4 day of July, 2008, by Michael Crabtree.

Fayette

NOTARY PUBLIC

My Commission Expires: 4/15/11

COUNTY OF Fayette, 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

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Acting City Clerk**

DATE: **December 9, 2008**

SUBJECT: Alcohol License – Change in Ownership, Licensee, and License Representative – China Café Waikiki December 18, 2008, Regular Meeting

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Recommendation:
Staff recommends Council consider the attached application for a change in the license for China Café Waikiki.

Discussion:
China Café Waikiki, located at 1019 Peachtree Parkway North, has submitted a request for a change in the alcohol license. King's Clay, Inc., has taken over the ownership and management of the restaurant. Mr. Jesse Liang has requested he be appointed as the Licensee and License Representative. He will attend the meeting on Thursday, December 18, to answer any questions you may have.

Budgetary Impact:
The change will have no impact on the budget.

BT:pd

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

Application For Alcoholic Beverage License

Business Name: King's Clay Inc.	Business Location: Peachtree City GA 30269 1019 N Peachtree Pkwy	
Nature of Business: Restaurant	Mailing Address: 1500- Mt. Zion Rd / Ste. 201 Morrow GA 30260	Business Phone Number: (770) 968 - 1100
Name of Licensee: Jesse L Liang	Home Address: J.L. 106 - Barberry LN Peachtree City GA 30269	Home Phone Number: (678) 267 - 0328
Name of License Representative: Jesse L Liang	Home Address: J.L. 106 - Barberry Ln Peachtree City GA 30269	Home Phone Number: (678) 267 - 0328

Please indicate type of licenses applying for:

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

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
Jesse L Liang	J.L. 106 - Barberry LN Peachtree City GA 30269	(678) 267 - 0328

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

If YES, Please Provide Name of Employee: N/A

PEACHTREE CITY
PLAN TO STAY™

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

State of Georgia

City of Peachtree City:

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

Jesse L. Liang
Name

106 Barberry Lane Peachtree City, GA 30269
Address

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

HClark
Signature

12/8/08
Date

BD3
Witness

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: **Mayor & City Council**

VIA: **City Manager**
Acting Director of Administrative Services

FROM: **Director of Leisure Services**

DATE: **Dec. 10, 2008**

SUBJECT: **Consider Authorizing City Manager to Approve Special Use 50th Anniversary City Logo**
December 18, 2008, City Council agenda

Recommendation:

That Council authorizes the city manager to approve use of a special 50th Anniversary City Logo from the date of the approval through calendar year 2009

Discussion:

In April Council approved use of the logo and approval of the current request would further streamline the process without burdening Council with each request. This special use logo would fall under the same approval criteria as the existing logo contained in City Administrative Regulation (CAR) 5-5, City Logo and Slogan, with the exception that the city manager would have final approval vice City Council. This would only be for the 50th logo and only through December 31, 2009. This special 50th Anniversary Logo was developed as a means of involving the community in preparations for the city's 50th Anniversary in 2009. The 50th Logo does not depart from the basic design of the existing copyrighted logo, except to highlight the 50 year milestone. The 50th Logo would be available on an approval basis to primarily Peachtree City or Fayette County groups that are sponsoring events in Peachtree City and tying them into the 50th. Because events are held through December each year, this approval would encompass the period from approval through calendar year 2009.

Budgetary Impact:

No anticipated budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

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

FROM: **City Planner** DMN 10

DATE: **December 10, 2008**

SUBJECT: **Request to modify Planning Commission schedule.**
December 18, 2008 City Council Agenda

Recommendation:

Approve request to change Planning Commission meetings to one meeting a month, to be held on the second Monday of every month.

Discussion:

As discussed at the December 2 Planning Commission/ City Council joint workshop, Staff is proposing to reduce the number of Planning Commission meetings from two meetings to one meeting a month, which would take place on the second Monday of every month. Should there be a need to have a second meeting, workshop or special called meeting, we would schedule that meeting for the fourth Monday of every month.

This request is due to a noticeable decrease in the number of new site plans and rezoning applications submitted for review over the past several months. Once there is an increase in development activity, we will reconsider the Planning Commission schedule and make a recommendation to City Council accordingly.

Budget impact:

While not significant, this proposal would provide a reduction in printing costs, staff time and utility consumption.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **December 11, 2008**

SUBJECT: **Consider Cancellation of January 1, 2009, City Council Meeting**
December 18, 2008, City Council Meeting

Recommendation:

That Council officially cancel the January 1, 2009, Regular City Council meeting.

Discussion:

At the December 4 meeting, Council discussed cancelling the first regular meeting of 2009, which falls on the January 1 holiday. Staff has included the more urgent regular annual business on the December 18 agenda to ensure that there are no lapses in appointments.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

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

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

DATE: **December 10, 2008**

SUBJECT: **Proposed amendments to Section 1006, GC General Commercial zoning district.**
December 18, 2008 City Council Agenda

Recommendation:

Table discussion of this item indefinitely.

Discussion:

In response to discussion at the December 2 Planning Commission/ City Council joint workshop as well as the December 8 Planning Commission workshop, Staff is continuing to research various items to potentially include within this ordinance. Our intent is to finalize this research and provide our recommendations to the Planning Commission at their meeting in January. Should the Planning Commission endorse these recommendations, we will then schedule this item for the next available City Council meeting.

Budget impact:

There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

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

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

DATE: **December 10, 2008**

SUBJECT: **Proposed amendments to Section 1006A, LUC Limited Use Commercial zoning district.**
December 18, 2008 City Council Agenda

Recommendation:

Table discussion of this item indefinitely.

Discussion:

In response to discussion at the December 2 Planning Commission/ City Council joint workshop as well as the December 8 Planning Commission workshop, Staff is continuing to research various items to potentially include within this ordinance. Our intent is to finalize this research and provide our recommendations to the Planning Commission at their meeting in January. Should the Planning Commission endorse these recommendations, we will then schedule this item for the next available City Council meeting.

Budget impact:

There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

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

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

DATE: **December 10, 2008**

SUBJECT: **Proposed amendments to Section 1009, OS Open Space zoning district.**
December 18, 2008 City Council Agenda

Recommendation:

Adopt amendments to Section 1009, OS Open Space as proposed.

Discussion:

In response to discussion at the December 2 Planning Commission/ City Council joint workshop as well as a Public Hearing at the December 8 Planning Commission meeting, Staff is presenting the proposed amendments to the OS zoning ordinance for adoption. The intent of the changes to the existing open space zoning category is to identify specific parcels within the city that would remain open space with minimal disturbance and rezone these tracts to a new OS-C open space – conservation zoning district. Parcels that are also considered as open space but may be developed with more intensive uses would be rezoned to a new OS-P open space – public zoning district.

Staff was initially recommending that the OS-C open space – conservation zoning district allow the following as permitted uses:

(a) Undeveloped, natural land.
(b) Paved, multi-use paths or natural surface trails.
(c) Boardwalks, scenic overlooks, playgrounds and/ or picnic areas.
(d) Archaeological or historic sites.
(e) Cemeteries established prior to the adoption of this ordinance.
(f) Building, facility or land for the distribution of utility services.
(g) Stormwater detention facilities.

And the following as conditional uses:

(a) Telecommunication towers and associated equipment, as identified within the Telecommunications Ordinance.

It became evident the Planning Commission was concerned about including *"building, facility or land for the distribution of utility services"* and *"stormwater detention facilities"* as permitted uses, as they felt these types of developments should be reviewed and approved by the Planning Commission and all easements approved by the City Council prior to allowing these activities within dedicated open space. They also felt that adjoining property owners should have the ability to review and comment on the plans before they are approved and constructed.

However, the City Engineer and Stormwater Manager have indicated they need the ability to use greenbelts and areas designated as open space for infrastructure and stormwater improvements, utility relocation, multi-use path projects, etc. They preferred not to have to go through the rezoning process each time they needed to do work within these areas.

Understanding there may sometimes be a need to utilize greenbelts and open space for public improvement projects, Staff recommends that these items be permitted as a conditional use with the caveat they be reviewed based on the established site plan review process and approved by the Planning Commission prior to construction.

Staff is also recommending that all structures within the OS-C zoning district be limited to no more than 10' in height. This height will accommodate pump and lift stations, picnic shelters, etc. The height of telecommunication towers would obviously exceed this height, but the ultimate height would be reviewed and approved in accordance with the city's Telecommunications Ordinance.

These changes are reflected within the attached zoning ordinance.

Staff was also initially recommending that the OS-P open space – public zoning district allow the following as permitted uses:

(a) Undeveloped, natural land.
(b) Paved, multi-use paths or natural surface trails.
(c) Boardwalks, scenic overlooks, playgrounds and/ or picnic areas.
(d) Archaeological or historic sites.
(e) Cemeteries established prior to the adoption of this ordinance.
(f) Publicly owned building, facility or land.
(g) Building, facility or land for the distribution of utility services.

(h) Building, facility or land for non-commercial park, recreation, thoroughfare, or open space purposes.
(i) Public or private boat dock, fishing pier, boathouse and related accessory concession and support facilities, where permitted through deed restrictions.
(j) Public and/ or private golf course, including clubhouses, swimming pools, tennis courts or other associated activities located thereon, but not including miniature golf courses.
(k) Stormwater detention facilities.

And the following would be permitted as conditional uses:

(a) Telecommunication towers and associated equipment, as identified within the Telecommunications Ordinance.
(b) Church or other place of worship on the following conditions:
  (1) Notwithstanding any other requirements in this ordinance, the following conditions shall apply to all churches regardless of zoning district.
  (2) Minimum zoning lot area is three acres.
  (3) Minimum lot width: 100 feet.
  (4) Minimum setback area, front:
    (a) Building: 40 feet.
    (b) Parking: 20 feet.
  (5) Minimum setback area, side: 15 feet. If adjoining a residential lot, the building setback shall be 75 feet.
  (6) Minimum setback area, rear: 30 feet. If adjoining a residential zoning lot, the building setback shall be 75 feet.
  (7) Maximum building height: As approved by the fire department.
  (8) All zoning lots shall have direct access onto an arterial, major collector road or have access to an arterial, major collector or industrial/commercial road via a minor collector.
  (9) No parking shall be permitted within 20 feet of the property line of any adjoining residential zoning lot.
  (10) Parking and/or service areas shall be separated from adjoining residential lots by a suitable fence or wall six feet in height or a suitable evergreen planting screen six feet in height at time of planting. The required fence, wall, or evergreen planting screen must provide for a reasonable visual separation between properties. No fence or wall in excess of four feet may be placed in a setback area adjoining a public street.
  (14) Any existing church in any zoning district may comply with either the requirement existing prior to enactment of this ordinance or they may comply with the conditions of this section. They shall not be permitted to comply with various sections of both requirements.

(c) On-site sewage disposal system with the following conditions:
  (1) The zoning lot is at least one acre in area.
  (2) A permit for the system is obtained from the county health department prior to its installation.

Based on Council comments, Staff recommends that (h) under permitted uses be modified to remove *"non-commercial"*, such that the city could enter into a public/ private partnership if desired for existing and/ or proposed recreation facilities. Similar to OS-C, Staff also recommends that *"building, facility or land for the distribution of utility services"* and *"stormwater detention facilities"* be permitted as a conditional use with the caveat they be reviewed based on the established site plan review process and approved by the Planning Commission and all easements approved by the City Council prior to construction.

These changes are reflected within the attached zoning ordinance.

At their meeting on December 8, the Planning Commission voted unanimously to forward these recommendations to City Council with a recommendation that they be approved.

Budget impact:

There are no budget impacts associated with this request.

Ordinance Number _____

AN ORDINANCE TO AMEND ARTICLE X, REQUIREMENTS BY DISTRICT, SECTION 1009, OS OPEN SPACE AND CONSERVATION ZONING DISTRICT TO CLARIFY USES PERMITTED WITHIN THE OS ZONING DISTRICT, AND TO ESTABLISH A NEW SECTION 1009A, OS OPEN SPACE PUBLIC DISTRICT TO ESTABLISH THE USES PERMITTED WITHIN SUCH DISTRICT, AND FOR OTHER PURPOSES.

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

Section 1. Article X, Requirements by District, Section 1009, OS open space and conservation zoning district of the Peachtree City Zoning Ordinance, be repealed in its entirety and replaced as follows:

Sec. 1009. OS-C open space - conservation district.

(1009.1) *Intent of district:* It is intended that the OS-C zoning district be established to conserve and protect natural areas, floodplain and/ or wetland areas, historical sites, wildlife habitats and lands agreed to be left undisturbed and undeveloped as a part of the site plan approval process or as identified within the city's master plan. The regulations which apply for uses in this district are designed to protect the open nature of the landscape and discourage encroachment by residential, commercial, industrial or other uses capable of adversely affecting the undeveloped character of the district. The primary purpose of designating these areas is to raise the degree of assurance that designated open space will remain open.

(1009.2) *Permitted uses:* The following uses shall be permitted in any OS-C zoning district:

(a) Undeveloped, natural land.
(b) Paved, multi-use paths or natural surface trails.
(c) Boardwalks, scenic overlooks, playgrounds and/ or picnic areas.
(d) Archaeological or historic sites.
(e) Cemeteries established prior to the adoption of this ordinance.

(1009.3) *Conditional uses.*

(a) Building, facility or land for the distribution of utility services, subject to review and approval by the Planning Commission and all easements approval by the City Council.
(b) Stormwater detention facilities, subject to review and approval by the Planning Commission.
(c) Telecommunication towers and associated equipment, as identified within the Telecommunications Ordinance.

(1009.4) *Other requirements:* Unless otherwise specified in this ordinance, uses permitted in OS-C zoning districts shall conform to the following standards:

(a) Minimum zoning lot area: None.

(b) Minimum lot width: None.

(c) Minimum front setback depth: 50 feet.

(d) Minimum side setback depth: 20 feet.

(e) Minimum rear setback depth: 50 feet.

(f) Maximum building and structure height: Ten feet except for telecommunication towers which are governed by separate ordinance.

Section 1. Article X, Requirements by District, be amended by adding a new Section 1009A, OS-P open space – public district, to said article, said new Section 1009A to read and to be codified as follows:

Sec. 1009A. OS-P open space - public district.

(1009A.1) *Intent of district:* It is intended that the OS-P zoning district be established to conserve and protect natural areas and to control development on certain land and water areas which provide for public parks and/ or buildings, scenic areas or open spaces, to protect watersheds and water supply reservoirs and to allow for recreational uses. The regulations which apply to uses in this district are designed to protect the open nature of the landscape and discourage encroachment by residential, commercial, industrial or other uses capable of adversely affecting the undeveloped character of the district.

(1009A.2) *Permitted uses:* The following uses shall be permitted in any OS-P zoning district:

(a) Undeveloped, natural land.
(b) Paved, multi-use paths or natural surface trails.
(c) Boardwalks, scenic overlooks, playgrounds and/ or picnic areas.
(d) Archaeological or historic sites.
(e) Cemeteries established prior to the adoption of this ordinance.
(f) Publicly owned building, facility or land.
(h) Building, facility or land for park, recreation, thoroughfare, or open space purposes.
(i) Public or private boat dock, fishing pier, boathouse and related accessory concession and support facilities, where permitted through deed restrictions.
(j) Public and/ or private golf course, including clubhouses, swimming pools,

tennis courts or other associated activities located thereon, but not including miniature golf courses.

(1009A.3) *Conditional uses.*

(a) Building, facility or land for the distribution of utility services, subject to review and approval by the Planning Commission and all easements approval by the City Council.

(b) Stormwater detention facilities, subject to review and approval by the Planning Commission.

(c) Telecommunication towers and associated equipment, as identified within the Telecommunications Ordinance.

(d) Church or other place of worship on the following conditions:

  (1) Notwithstanding any other requirements in this ordinance the following conditions shall apply to all churches regardless of zoning district.

  (2) Minimum zoning lot area is three acres.

  (3) Minimum lot width: 100 feet.

  (4) Minimum setback area, front:

    (a) Building: 40 feet.

    (b) Parking: 20 feet.

  (5) Minimum setback area, side: 15 feet. If adjoining a residential lot, the building setback shall be 75 feet.

  (6) Minimum setback area, rear: 30 feet. If adjoining a residential zoning lot, the building setback shall be 75 feet.

  (7) Maximum building height: As approved by the fire department.

  (8) All zoning lots shall have direct access onto an arterial, major collector road or have access to an arterial, major collector or industrial/commercial road via a minor collector.

  (9) No parking shall be permitted within 20 feet of the property line of any adjoining residential zoning lot.

  (10) Parking and/or service areas shall be separated from adjoining residential lots by a suitable fence or wall six feet in height or a suitable evergreen planting screen six feet in height at time of planting. The required fence, wall, or evergreen planting screen must provide for a reasonable visual separation between properties. No fence or wall in excess of four feet may be placed in a setback area adjoining a public street.

  (11) Any existing church in any zoning district may comply with either the requirement existing prior to enactment of this ordinance or they may comply with the conditions of this section. They shall not be permitted to comply with various sections of both requirements.

(e) On-site sewage disposal system with the following conditions:

  (1) The zoning lot is at least one acre in area.

  (2) A permit for the system is obtained from the county health department prior to its installation.

(1009A.4) *Other requirements:* Unless otherwise specified in this ordinance, uses permitted in OS-P zoning districts shall conform to the following standards:

(a) Minimum zoning lot area: None.

(b) Minimum lot width: None.

(c) Minimum front setback depth: 50 feet.

(d) Minimum side setback depth: 50 feet. These setback requirements do not apply to boat docks, fishing piers, boathouses and similar structures normally used along shorelines, provided the structures are permitted in this district.

(e) Minimum rear setback depth: 50 feet. These setback requirements do not apply to boat docks, fishing piers, boathouses and similar structures normally used along shorelines, provided the structures are permitted in this district.

(f) Maximum building and structure height: Sixty feet , but if the height of a proposed building or structure exceeds 35 feet, as measured from finish grade to the ridge line or the tallest portion of the roof, the proposed site access, site circulation and building design details regarding the overall building layout, proposed construction methods, and overall fire protection plan shall be reviewed and approved by the fire marshal and building official in accordance with current fire and building codes prior to the review by the city planning commission. The fire marshal and building official may impose additional or alternative requirements to the approval based on conditions to include but are not limited to, the type of building, construction type and/or the planned occupancy and use of the building and overall life safety considerations.

In addition to this review, federal air space regulations may apply should the building or structure exceed 35 feet in height

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

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

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

This __________ day of _________________________ 2008.

____
Harold K. Logsdon, Mayor

____

____

____

____

Attest: ___________________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Administrative Services Director / City Clerk**
Human Resources Manager

DATE: **December 11, 2008**

SUBJECT: **Consider Amendment to Personnel Policy**
December 18, 2008, City Council Meeting

Recommendation:

That Council adopt the attached amendment to the City Personnel Policy.

Discussion:

On December 4, Council reviewed the proposed changes to the City's Personnel Policy. At that time, Council made a few suggestions, and staff was still waiting to hear back from a Personnel Consultant reviewing sections of the policy.

Those changes have been made and are indicated in blue text with yellow highlights. A summary of the additional changes are as follows (page numbers reflect those appearing at the bottom of the policy page):

Page 2	Revisions to how the policy is amended, as suggested by the HR attorney that reviewed some of the language.
Page 7	Paragraph E - removed the "to ten" option for the formal survey frequency.
Pages 19-20	Reduction in Force language suggested by the HR attorney was to remove the second paragraph as the basics were covered in the first paragraph.
Page 24	Reasons for disciplinary action amended to reflect arrest/indictment versus allegations.
Page 24	Reinserted language about outside work for a supervisor, but limited it to the immediate supervisor and left the option for Director/Chief approval to address concerns about conflict/coercion.

Page 35	Clarification that full-time employees are eligible to use up to 24 hours per year of sick leave for family members; part-time employees who earn sick leave would be eligible for 12 hours per year.
Page 36	Military pay supplement limited to 18 months of active duty.

Budget Impact:

No anticipated budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Developmental Services Director

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

DATE: **December 10, 2008**

SUBJECT: **Request to approve Step One annexation application – Wieland tract (Wilksmoor Village)**
December 18, 2008 City Council Agenda

Recommendation:

Based on the requirements identified within the city's Annexation Review Process, Staff is providing information to City Council for consideration of the applicant's request. After careful review of this information and discussion with the applicant, Council must then decide if the application should move forward to Step Two of the annexation process.

Background information:

In 2004, the city repealed its moratorium on annexations and initiated a two-step process for review and consideration of annexation requests. The first step was written to provide a general overview of the proposed annexation and to identify how the annexation and proposed development may or may not be compatible with the established goals within the city's Comprehensive Plan.

Following the review of this information, City Staff and the Applicant present this information to City Council, who then decides if the application moves to Step Two of the application process, which requires the submittal of additional and detailed information pertaining to the annexation request and the proposed development. **Allowing a developer to move forward to Step Two in no way implies that City Council will ultimately approve the property for annexation.** Rather, it provides Staff the opportunity to work with the Applicant to develop a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

Application:

At their meeting on March 17, 2005, City Council approved the Step One annexation application from John Wieland Homes and Neighborhoods for a 379.594-acre tract of land located within unincorporated Fayette County. This application, along with a similar Step One annexation application from Scarbrough & Rolader Development, LLC (formerly Levitt & Sons) for an adjoining 400.306-acre tract of land, was submitted to the Georgia Department of Community Affairs, the Atlanta Regional Commission and the Georgia Regional Transportation Authority to be reviewed as a Development of Regional Impact.

Following this process, both applications were reviewed extensively by City Staff, the Planning Commission and City Council. At their meeting on May 3, 2007, City Council voted to annex and rezone the John Wieland Homes and Neighborhoods tract to LUR-15 to accommodate a 475-lot single-family detached subdivision. At that same meeting, City Council voted to annex and rezone the Scarbrough tract to LUR-14 to accommodate a 675-lot age-restricted active adult subdivision.

In order to reaffirm the annexation and zoning of the subject tract, the Applicant has re-filed a Step One annexation application for the 379.594-acre tract of land. There are no changes being proposed to the zoning, site plan or use of the property previously approved by City Council.

The information submitted by the Applicant complies with the requirements identified within the Step One submittal guidelines and is being presented to City Council for consideration. A copy of this application is attached. Staff and the Applicant will be present at the City Council meeting to answer questions about this proposal.

Should City Council authorize the application to move forward, Staff will notify the County that an official annexation application has been submitted.

Budget impact:

Budget impacts associated with this request have already been considered as a part of the initial annexation and rezoning application.

Attachments

Step One

Annexation Application For 380-Acre Connector Village Tract

City of Peachtree City
City Council Meeting
December 18, 2008

Submitted by: John Wieland Homes and Neighborhoods, Inc.

TABLE OF CONTENTS

SECTION I CONTACT INFORMATION

Applicant:	John Wieland Homes and Neighborhoods, Inc.
Address:	1950 Sullivan Road Atlanta, GA 30337
Contact Person:	Richard Bacon Executive Vice President and General Counsel
Telephone Number:	(770) 703-2205
Fax Number:	(770) 907-3482
Email:	richarda.bacon@jwhomes.com
Submitted By:	Richard Bacon

SECTION II - PROJECT INFORMATION

ACREAGE; ZONING CLASSIFICATION

The purpose of this annexation request is to reaffirm the annexation and rezoning of the subject property within Wilksmoor Village. This property was annexed from unincorporated Fayette County into the City limits of Peachtree City on May 3, 2007 for the purpose of developing a 475-lot subdivision.

The approximately 380-acre tract is located in Land Lots 165, 166, 184 and 185 of the 7th District of Fayette County, Georgia. The net developable acreage is approximately 276 acres. The property is currently zoned LUR-15. The current zoning ordinance applicable to the property is attached as EXHIBIT A.

LOCATION OF PROPERTY

The location of the property is shown on the attached survey of Tract "A" by Rochester & Associates, Inc., dated July 25, 2006 (EXHIBIT B). This survey was prepared when the property was zoned R-70 and so the survey references R-70 zoning. However, as noted above, the property is currently zoned LUR-15. The legal description of the property is included in EXHIBIT A.

BRIEF DESCRIPTION OF PROPOSED PROJECT

The project will be a a mixed-use community that will contain transportation choices and a range of housing opportunities. The project will also creatively use pocket parks and other geenspace.

SECTION III – RELATIONSHIP TO COMPEHENSIVE PLAN

HOUSING

Consistent with the overall goals of the City, the Applicant intends to provide a broad range of housing opportunities. Houses of different size, type and price point will be built. The following housing types will be considered:

* Single Family Homes (attached garage) 2200 square feet and up
* Single Family Homes (detached garage) (alley served) 1600 square feet and up
* Townhomes (detached garage) (alley served) 16' and wider
* Townhomes (attached garage) (alley served) 20' and wider
* Townhomes (front-entry garage) all widths.

COMMERCIAL

No commercial facilities are planned for the property.

ECONOMIC DEVELOPMENT

The City previously analyzed the significant economic impact of the property.

TRANSPORTATION

The completion of MacDuff Parkway will assist in mitigating the increase in traffic congestion within the GA 54 West corridor as well as the GA 54/74 intersection. The Applicant has previously provided a detailed traffic study which evaluates the impact of the project.

New multi-use paths will be linked to existing multi-use paths. The development and implementation of a multi-use path system will encourage the use of golf carts, bicycling and walking to reach areas within the proposed development, as opposed to traveling by automobile.

RECREATION

Neighborhood amenities may include a clubhouse, swimming pool, pockets parks, jogging, biking, nature observation areas and playgrounds.

LAND USE

Annexation of this property is consistent with the City's goals of "following the village concept" and preserving adequate open space along the City's borders.

Dating as far back as 1985, the City's Land Use Plan has recommended that the property located in unincorporated Fayette County between Peachtree City and Tyrone "be examined for possible annexation by Peachtree City."

NATURAL RESOURCES

The Line Creek water recharge area is the source of Lake McIntosh. Planning will include input from professionals regarding water quality protection, flood protection and wetlands protection. The final concept will include adequate open space to protect the streams.

Development within Peachtree City will allow interconnection with the City's sanitary sewer system. The applicant has an agreement with the Water and Sewage Authority for capacity for the proposed development.

COMMUNITY SERVICES AND FACILITIES

The impact on City services, such as police and safety, will be minimal. The Applicant previously donated a fire station site. The extension of MacDuff Parkway should also improve response time to the overall west side of GA 74.

COMMUNITY AESTHETICS

During the planning charette process, detailed streetscape and architectural design were discussed. Based on the input received, a plan will be designed to maximize the aesthetic quality of the neighborhood.

PLANNING

The Applicant has hosted several planning charettes. These meetings, designed to encourage citizen input throughout the City, brought together the staff, annexation committee, churches, citizens, seniors, realtors, adjacent property owners, land planning specialists and other interested parties in an effort to collaborate on the future of this area. Our professional team will continue to cooperate with staff to achieve a mutually-desirable result. The community's input is critical in developing a realistic, creative proposal, which is also economically feasible. By working with the professional team that has been assembled by the Applicant and staff, the Applicant hopes to quickly bring a host of valuable ideas to a tangible design.

EXHIBIT B

(1013A.15) Limited-use residential district no. 15.

(a) A single tract of land described below shall be rezoned from its present zoning classification of A-R Agricultural Residential (Fayette County) to LUR-15 Limited Use Residential (Peachtree City). Said property is more particularly described as follows:

Tract 1

All that tract or parcel of land lying and being in Land Lot 166, 7th District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at a 1" pipe on the Land Lot Line common to Land Lots 166 and 167, being 1574' East of the Land Lot corner common to Land Lots 166, 167, 183, and 184, being the TRUE POINT OF BEGINNING; thence South 88°51'41" East, a distance of 542.37 feet to a railroad iron; thence South 00°20'17" East, a distance of 1595.01 feet to a 1/4 inch rebar; thence North 89°36'57" West, a distance of 543.36 feet to a 1/4 inch rebar; thence North 00°17'52" West, a distance of 1602.14 feet to a 1 inch pipe, being the TRUE POINT OF BEGINNING.

Said tract contains 19.918 acres or 867636 square feet.

Tract 2

All that tract or parcel of land lying and being in Land Lots 165, 166, 184 & 185 of the 7th District, Fayette County, Georgia and being more particularly described as follows:

BEGINNING at a nail found at the Land lot corner common to Land Lots 157, 158, 164 and 165; thence along the Land Lot line common to Land Lots 164 & 165 North 88°11'34" West, a distance of 1146.31 feet to a 1 inch crimp top pipe found; thence along the Land Lot line common to Land Lots 164 & 165 and 185 & 186 North 88°09'44" West, a distance of 2469.33 feet to a point in the centerline of Line Creek, which is also the Fayette/Coweta County line; thence along the centerline of Line Creek and the county line the following calls: North 36°58'03" West, a distance of 214.55 feet to a point; thence North 85°36'23" East, a distance of 132.55 feet to a point; thence North 70°13'27" East, a distance of 110.92 feet to a point; thence North 62°50'46" East, a distance of 105.30 feet to a point; thence North 47°26'44" East, a distance of 100.12 feet to a point; thence North 89°34'59" East, a distance of 70.71 feet to a point; thence North 78°16'24" East, a distance of 36.06 feet to a point; thence North 17°26'00" East, a distance of 43.83 feet to a point; thence North 30°51'58" West, a distance of 109.49 feet to a point; thence North 25°41'48" West, a distance of 65.19 feet to a point; thence North 02°51'47" West, a distance of 66.41 feet to a point; thence North 59°57'28" West, a distance of 128.06 feet to a point; thence North 09°59'17" West, a distance of 101.98 feet to a point; thence North 36°03'32" West, a distance of 58.87 feet to a point; thence North 45°11'31" West, a distance of 96.00 feet to a point; thence North 01°17'13" West, a distance of 114.13 feet to a point; thence North 21°34'01" West, a distance of 101.12 feet to a point; thence North 16°03'41" West, a distance of 82.46 feet to a point; thence North 39°11'04" West, a distance of 175.05 feet to a point; thence North 25°26'10" West, a distance of 101.43 feet to a point; thence North 15°10'33" East, a distance of 116.62 feet to a point; thence North 14°07'37" West, a distance of 69.00 feet to a point; thence North 00°29'39" West, a distance of 106.94 feet to a point; thence North 19°25'52" East, a distance of 104.12 feet to a point; thence North 00°44'43" West, a distance of 100.24 feet to a point; thence North 38°43'42" West, a distance of 134.54 feet to a point; thence North 16°12'42" East,

a distance of 102.61 feet to a point; thence North 40°29'33" East, a distance of 77.68 feet to a point; thence North 33°02'37" East, a distance of 219.86 feet to a point; thence North 23°23'23" West, a distance of 72.11 feet to a point; thence North 41°02'24" West, a distance of 64.03 feet to a point; thence North 10°30'23" West, a distance of 106.98 feet to a point; thence North 12°34'32" West, a distance of 144.77 feet to a point; thence North 06°14'30" West, a distance of 206.90 feet to a point; thence North 21°00'55" East, a distance of 152.00 feet to a point; thence North 14°58'12" East, a distance of 101.79 feet to a point; thence North 30°35'59" East, a distance of 82.43 feet to a point; thence North 22°11'57" West, a distance of 79.79 feet to a point; thence North 03°11'43" East, a distance of 107.70 feet to a point; thence North 40°24'27" West, a distance of 107.70 feet to a point; thence North 08°57'29" West, a distance of 101.43 feet to a point; thence North 45°10'16" West, a distance of 111.80 feet to a point; thence North 25°53'27" East, a distance of 97.02 feet to a point; thence North 18°49'50" East, a distance of 106.37 feet to a point; thence North 07°36'21" East, a distance of 101.12 feet to a point; thence North 00°11'28" East, a distance of 72.80 feet to a point; thence North 65°32'07" East, a distance of 46.10 feet to a point; thence North 07°36'21" East, a distance of 101.12 feet to a point; thence North 19°09'17" West, a distance of 45.83 feet to a point; thence North 30°59'47" West, a distance of 65.01 feet to a point; thence North 37°26'05" West, a distance of 70.62 feet to a point; thence leaving said creek centerline South 89°39'07" East, a distance of 2347.47 feet to a 1/4 inch rebar found; thence South 01°16'43" East, a distance of 16.15 feet to a 1 inch pipe found; thence North 88°40'53" East, a distance of 543.13 feet to a 1/4 inch rebar found; thence South 00°20'55" East, a distance of 142.69 feet to a 3 inch railroad iron found; thence North 89°51'29" East, a distance of 872.66 feet to a 3 inch railroad iron found on the Land Lot line common to Land Lots 156 & 166; thence along said Land Lot line South 00°12'25" West, a distance of 640.18 feet to a 1 inch pipe found; thence along the Land Lot line common to Land Lots 156 & 166 and 157 & 165 South 00°13'00" West, a distance of 2326.75 feet to a 1/2 inch rebar found; thence along the Land Lot line common to Land Lots 157 & 165 South 00°06'24" West, a distance of 1275.40 feet to a nail found, being the POINT OF BEGINNING.
Said tract contains 359.575 acres or 15,663,081.26 square feet.

(b) This tract is illustrated on the Boundary and Topography Survey prepared by Rochester & Associates, Inc. (last revised August 14, 2006), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.

It is intended that the LUR-15 zoning district be established specifically for a 450-unit single-family detached residential subdivision to be developed substantially in accordance with the following express conditions:

(c) Conformance with master plan.

Development shall take place in conformance with the master plan prepared by PBS&J (last revised June 12, 2007), a copy of which is attached hereto as Exhibit "B" and incorporated herein by express reference. Any substantive change to this plan or any of the conditions and requirements of this section shall require a new rezoning action.

(d) Permitted uses.

1. No more than 475 single-family detached lots with the following dimensions:

(a) 54 lots shall measure no less than 55' x 125';

(b) 140 lots shall measure no less than 65' x 125';

(c) 90 lots shall measure no less than 75' x 130';

(d) 134 lots shall measure no less than 90' x 130';
(e) 29 lots shall measure no less than 100' x 150';
(f) 28 lots shall measure no less than 115' x 200';
2. A clubhouse, including an outdoor pool, tennis courts and other customary accessory uses.
3. General retail uses associated with a neighborhood retail center, located on two tracts of land not to exceed three acres each.
4. Publicly owned building, facility or land.
5. Building, facility or land for the distribution of utility services.
6. Building, facility or land for non-commercial park, recreation or open space purposes.
7. Accessory uses (see Section 908).
8. Customary home occupations (see Section 907).
(e) Conditional uses. No conditional uses shall be permitted within this zoning district.
(f) Other requirements.
1. Minimum floor area per dwelling unit: 1,500 SF.
2. Minimum zoning lot area: As described herein and shown on the concept plat approved as a part of the rezoning.
3. Maximum number of dwelling units: No more than 475 residential units shall be provided within the overall subdivision.
4. Minimum lot width: As described herein and shown on the concept plat approved as a part of the rezoning.
5. Minimum front building setbacks: Fifteen feet; provided that each dwelling unit provides at least two paved parking spaces off the right-of-way; at least one of those spaces must be within a fully enclosed garage, and no part of the garage shall be within 20 feet of the right-of-way.
6. Minimum side setbacks: Zero feet; provided that at least a ten-foot separation is maintained between dwellings, and further provided, that at least one 20-foot separation is provided between every ten dwelling units.
7. Minimum rear setbacks: Ten feet; provided that for those units served by a dedicated alley with garage access in the rear of the homes, at least two paved parking spaces shall be provided off of the alley; at least one of those spaces shall be within a fully enclosed garage, and no part of the garage shall be located less than 20 feet from the edge of alley.
8. Maximum building height: Two stories, plus a basement.
9. Parking: As set forth within the city's parking ordinance.
10. Signs: As set forth within the city's sign ordinance.
11. Alley access: Alleys shall be a minimum of 20 feet in width and shall be paved with a suitable surface to support fire and emergency apparatus.
12. Uses permitted above garages: On those lots where detached garages are located behind homes, the second floor of these buildings shall be limited to storage or home office use only. Garage apartments, granny flats, or other residential uses within these second floor areas shall not be permitted.
13. Tree save and landscape buffers: All tree save and landscape buffers shall be maintained with natural vegetation and/or enhanced with berming, fencing and landscaping. No vegetation shall be removed from these areas without prior city approval. All tree save areas within the subdivision must be delineated with tree save fencing and approved by the city prior to any land disturbance activities.

14. Greenbelts: A 50-foot greenbelt shall be provided around the perimeter of the development. A 50-foot greenbelt shall be provided adjacent to MacDuff Parkway as required by the city's buffer ordinance. All greenbelt areas shall be dedicated to the city.
15. Architectural concept: A unified architectural concept for the overall development must be developed and approved by the planning commission. The architectural design, building materials and color selections of all buildings and structures on the site must be substantially the same. Each home with a side elevation facing a public street shall include architectural detailing to avoid creating a blank wall facing the public street.
15.[16.] Development concept: Development shall take place substantially in conformance with the approved concept plat (Exhibit "B"), as well as the design concepts presented with the zoning request and approved as a part of the concept. Substantial deviation from the approved concept plat or design concepts shall require city council approval.
(g) The overall development of the tract is subject to the following understandings and conditions:
1. All transportation enhancements identified within Attachment "A" of GRTA's Notice of Decision (dated December 20, 2006) shall be constructed at no cost to the city and open to the public prior to issuance of the first certificate of occupancy for any residential dwelling unit within this development. Such traffic enhancements were imposed as conditions by GRTA on the entire DRI, which included both developments. Accordingly, the enhancements should be constructed based upon an agreement between John Wieland Homes and Neighborhoods and Levitt & Sons, or their successors in interest, and should be based on each party's pro-rata share of traffic generated by each development based upon the information considered by GRTA. Evidence of such agreement between John Wieland Homes and Neighborhoods and Levitt & Sons shall be provided to the city prior to the approval of any plats for the development of the property.
2. MacDuff Parkway shall be designed to city standards as a community collector and shall include a 24-foot wide median with vertical curb and gutter as measured from back-of-curb. The road section shall also include two travel lanes at a minimum width of 16 feet each, as measured from edge of pavement. The road shall be designed within an 80-foot right-of-way (minimum).
3. Parallel parking shall not be provided along MacDuff Parkway as proposed by the developer, as this road is designated as a community collector. The applicant is aware that staff does not support parallel parking on any portion of MacDuff Parkway, and shall continue to coordinate with staff to determine if this type of parking arrangement might be supported.
4. In accordance with the city's buffer ordinance, a continuous 50-foot wide (minimum) city-owned greenbelt buffer shall be established for any residential development adjacent to a community collector road and a continuous 50-foot wide tree-save and landscape buffer shall be established for any non-residential development adjacent to a community collector road.
5. The applicant shall coordinate with city staff to identify locations of traffic calming devices and incorporate these into the design and construction of MacDuff Parkway at no cost to the city.
6. The applicant shall coordinate with city staff to determine if a multi-use path tunnel can be constructed underneath MacDuff Parkway as a part of the road improvements.

Should a location be identified, the applicant shall design and construct the tunnel as a part of the MacDuff Parkway extension at no cost to the city.

7. The applicant shall coordinate with city staff to determine locations of multi-use paths throughout the development, and shall provide a multi-use path connection from this development to the existing multi-use path within the adjoining Centennial subdivision.

8. The applicant shall coordinate with the Fayette County Water Department and the city fire department to ensure appropriately sized water lines are constructed as a part of the MacDuff Parkway extension. In addition, the applicant shall be responsible for installing all utilities within the right-of-way of MacDuff Parkway.

9. The applicant shall coordinate with city staff and the fire department to identify a suitable location for a new fire station to serve the West Village area. This site should be located approximately 3,600 LF to the north of the existing fire station site and dedicated at no cost to the city.

10. The applicant shall be responsible for installing landscaping within the median and right-of-way of MacDuff Parkway as a part of the road construction and maintaining these areas until the roads are accepted by the city. Following this dedication, the maintenance of the landscaping within the right-of-way shall be the sole responsibility of the Homeowner's Association in perpetuity.

11. There shall be no more than 475 total lots within the overall subdivision. The concept plat submitted as a part of the annexation and rezoning request is illustrative only. The developer shall prepare a detailed development plan, which must be approved by the planning commission as a part of the concept plat approval process. It is understood the general layout of the streets and individual lots will be similar to what is shown on the concept plat once final engineering documents are prepared.

12. Existing vegetation within the areas identified as open space on the concept plat must be protected prior to, during and following construction.

13. A 50-foot wide greenbelt shall be provided between the homes along the southern property boundary separating this development from the proposed school site and the existing homes within the Chadsworth subdivision.

14. Existing vegetation within the 50-foot buffer around the perimeter of the property shall be preserved to the greatest extent practicable prior to, during and following construction activities. These areas shall be dedicated to the city as greenbelt.

15. The overall development shall comply with the city's post-construction stormwater runoff management ordinance and provide water quality best management practices (BMP's) on greenbelt areas dedicated to the city.

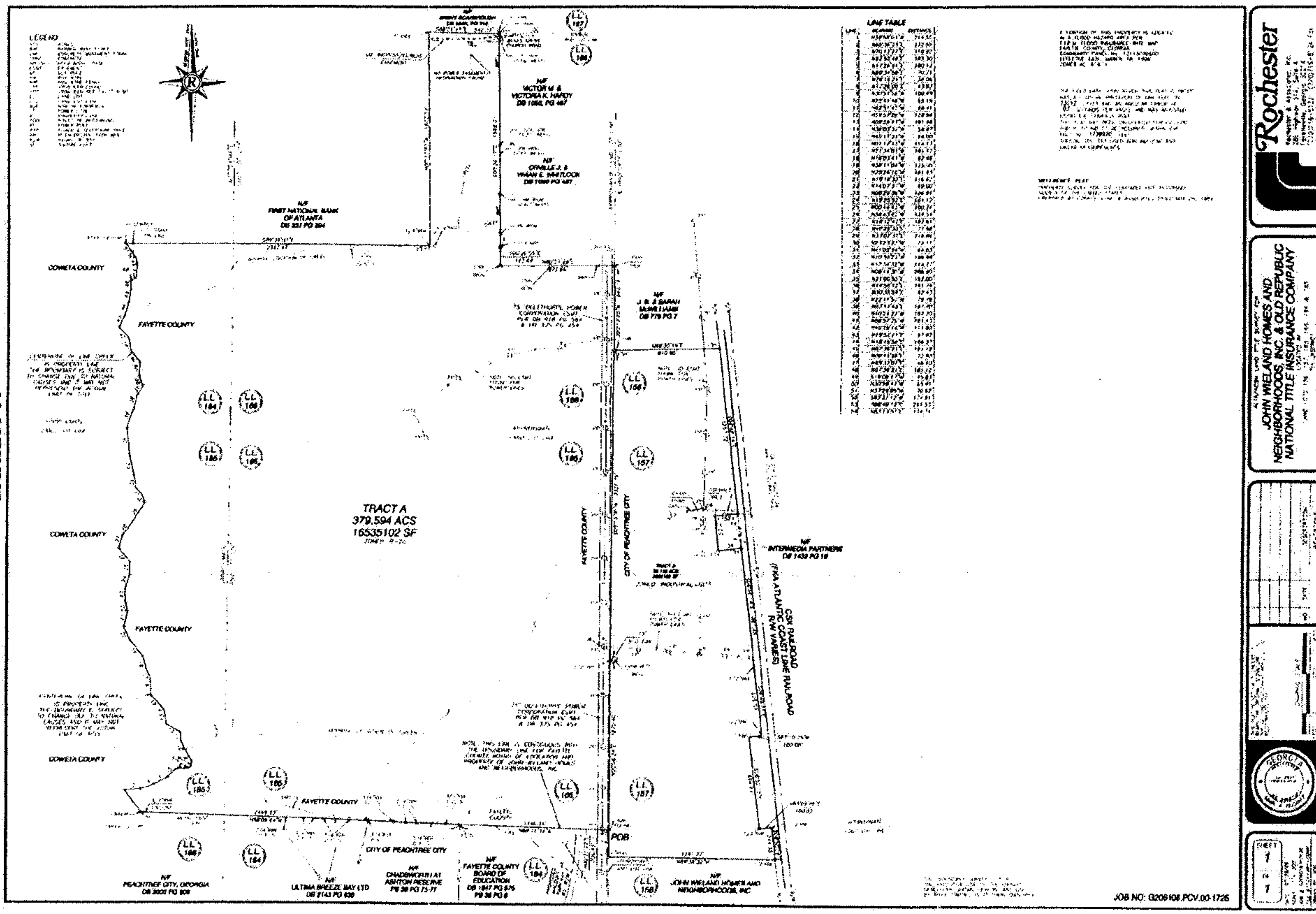
16. The location of the floodplain shall be field located and surveyed prior to preparation of the engineering drawings. Absolutely no development shall be permitted within the floodplain.

17. The maintenance of all internal parks, landscaped areas, signage and subdivision entrances shall be the sole responsibility of the developer and/or the Homeowner's Association.

18. The applicant shall establish deed covenants for the overall subdivision that shall limit rental units to no more than 20 percent of the total number of dwelling units in the subdivision. The covenants shall provide for the strict enforcement of the limit on rental units, and the developer shall establish the administrative structure for that enforcement prior to sale of the first dwelling unit in the subdivision.

19. The developer shall pay impact fees for each residential lot within the subdivision as identified within the city's impact fee ordinance.
20. The annexation and rezoning is conditioned upon the execution of the development agreement between the city and the applicant attached hereto. The development agreement shall be recorded in the deed records of the clerk of the Superior Court of Fayette County, Georgia, so as to provide notice of the conditions of this zoning to all parties in interest.
21. The annexation and rezoning as proposed is conditioned upon the annexation of the Scarborough/Stillwell tracts to the north.
(Ord. No. 917, 5-3-2007)

EXHIBIT A


TRACT A
379.594 ACS
16535102 SF
N/F
FIRST NATIONAL BANK
OF ATLANTA
DB 337 PG 394
N/F
VICTOR M &
VICTORIA K. HARDY
DB 1050, PG 467
N/F
ORVILLE J. &
VIVIAN E. WHITLOCK
DB 1060 PG 467
N/F
J. B. & SARAH
McWILLIAMS
DB 779 PG 7
N/F
INTERMEDIA PARTNERS
DB 1433 PG 18
CSX RAILROAD
(FKA ATLANTIC COAST LINE RAILROAD
R/W VARIES)
COWETA COUNTY
FAYETTE COUNTY
CITY OF PEACHTREE CITY
POB
N/F
PEACHTREE CITY, GEORGIA
DB 3003 PG 309
N/F
ULTIMA BREEZE BAY LTD
DB 2143 PG 630
N/F
CHADSWORTH AT
ASHTON RESERVE
PB 38 PG 75-77
N/F
FAYETTE COUNTY
BOARD OF
EDUCATION
DB 1847 PG 576
PB 38 PG 8
N/F
JOHN WIELAND HOMES AND
NEIGHBORHOODS, INC
LINE TABLE
LEGEND
JOHN WIELAND HOMES AND
NEIGHBORHOODS, INC. & OLD REPUBLIC
NATIONAL TITLE INSURANCE COMPANY
Rochester
JOB NO: G206108.PCV.00-1725

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
VIA:	**City Manager** **Development Services Director** CWH
FROM:	**City Planner/ Zoning Administrator** David
DATE:	**December 10, 2008**
SUBJECT:	**Request to change the name of a public street (Husky Drive) to FieldTurf Drive.** *December 18, 2008 City Council Agenda*

Recommendation:

Approve request.

Discussion:

The conceptual site plan for the Husky Injection Molding Systems building was approved on January 1, 1995. As a part of that development, Peachtree City Development Corporation (now Pathway Communities) constructed a portion of what is known to us as Husky Drive. The road extended approximately 285 LF from Southpark Drive to just beyond the entrance to the Husky facility. The right-of-way of Husky Drive extends to the proposed realignment of TDK Boulevard.

Husky no longer has an operation in Peachtree City and sold their facility to FieldTurf Tarkett USA several months ago. FieldTurf Tarkett USA is an international company that operates throughout the United States and Canada. Their North American headquarters is currently located in Montreal, Canada. The Peachtree City location will become the North American headquarters for Field Turf Tarkett USA Holdings, LLC.

The new owners of the property are requesting that the street name be changed from Husky Drive to FieldTurf Drive. The city currently has several streets named after companies located on or near them (TDK Boulevard, Cooper Circle, Gardner Park, Paschall Road, etc.).

In accordance with the adopted procedures for changing street names, Staff contacted Fayette County E911 to ensure the proposed name was not duplicated elsewhere in the county. We also notified each of the property owners who have property fronting on the street as to the nature of the request and identified the date, time and place of the public hearing.

Sequoia Golf owns the property immediately across from the former Husky building and has provided a letter indicating they do not have an issue with renaming the street. It should be noted that Pathway Communities owns property adjoining the right-of-way that would adjoin the future extension of the road and they have indicated they would not support renaming the street due to the cost of changing their marketing material.

Representatives from the Fayette County Development Authority and FieldTurf Tarkett will be in attendance at Thursday's meeting to make a brief presentation about their business operation and to request that the street name be changed. Informational brochures pertaining to the company are available in the City Clerk's office.

Budget impact:

There are no budget impacts associated with this request.

FieldTurf Tarkett™

UNITED IN SPORT™

September 26, 2008

City of Peachtree City
ATTN: City Planner, David Rast
151 Willowbend Rd.
Peachtree City, GA 30269

Re: Changing "Husky Drive" to "FieldTurf Drive"

Mr. Rast

This is a formal request to change the street name of "Husky Drive" to "FieldTurf Drive."

There is one building on Husky Dr. It is currently known as 100 Husky Dr. and was the Atlanta Technical Center for Husky Injection Molding Systems, Inc. Most recently, Husky has sold the building and moved. The only other property owner abutting Husky Dr. is Pathway Communities. That property is currently vacated. Hopefully Pathway Communities would have no objection to this requested street name change.

Fieldturf Tarkett USA is an international company that operates throughout the United States and Canada. Currently the North American headquarters is in Montreal, Canada. The Peachtree City location will become the North American Headquarters for FieldTurf Tarkett USA Holdings, Inc.

FieldTurf Tarkett is very proud to be moving our corporate headquarters to Peachtree City. Our executive team will be moving to Peachtree and our new location will also host numerous customer visits and sales meetings throughout the year.

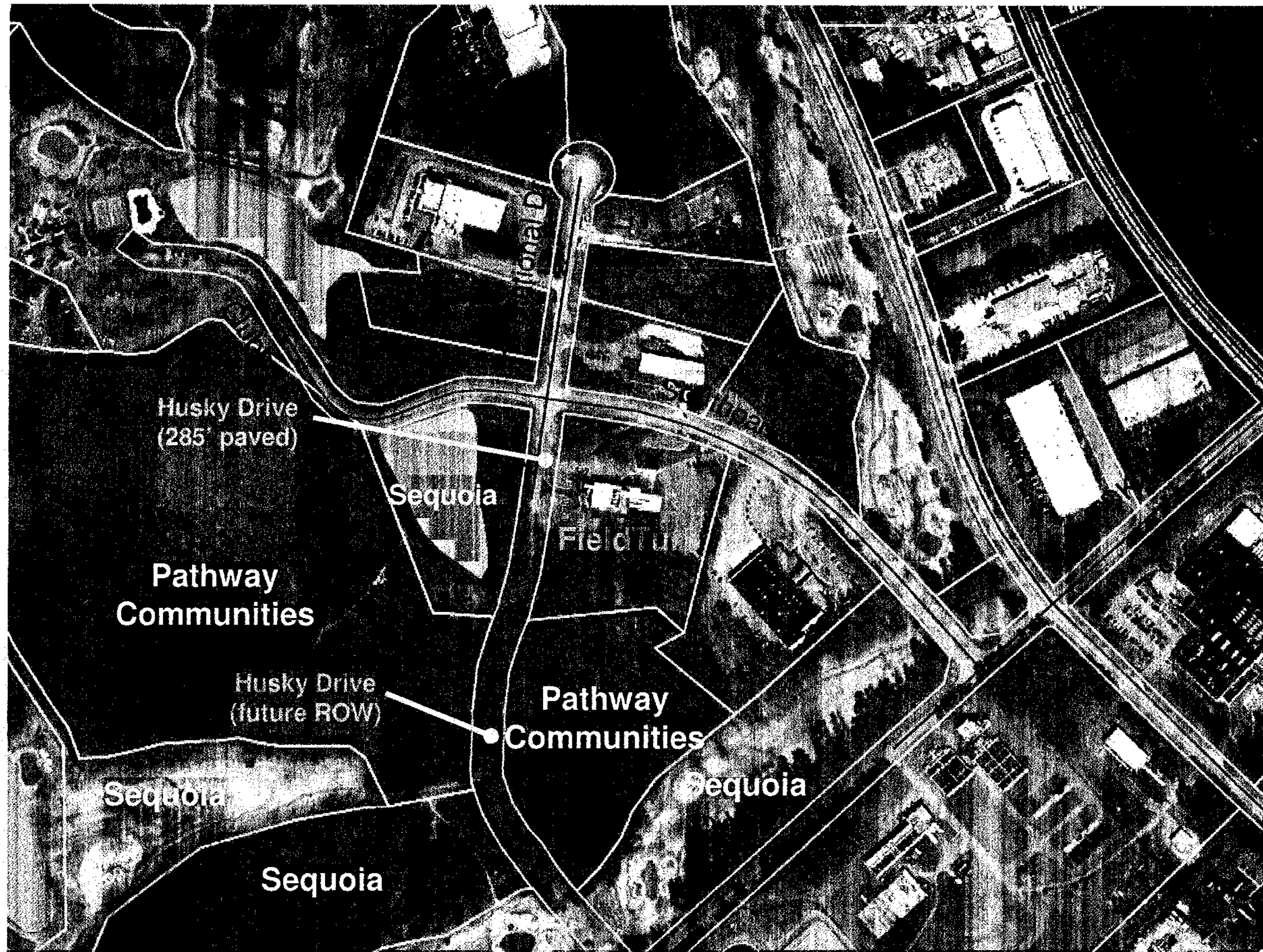
Our product, FieldTurf, is installed in over 3000 locations across America and is the Official Turf of the Atlanta Falcons and the Georgia Dome.

We respectfully request that this street name change be granted.

Thanking you in advance,

Michel Levasseur
CFO

Fieldturf Tarkett 8088 Montview, TMR- Montreal, PQ, Canada H4P 2L7
Toll Free: 1-800-724-2969 Tel.: (514) 340-9311 Fax: (514) 340-9374 Website: http://www.fieldturftarkett.com


Husky Drive
(285' paved)
Sequoia
Pathway
Communities
Husky Drive
(future ROW)
Pathway
Communities
Sequoia
Sequoia
Sequoia

Sequoia Golf, LLC

1955 Highway 34
Newnan, Georgia 30265
678.854.0600

November 6, 2008

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

Attention: David Rast

This letter serves as authorization from Sequoia Golf, LLC to change the current street name of Husky Drive to FieldTurf Drive. Sequoia grants full permission to the City of Peachtree City to make this street name change effective immediately with no opposition. If you have any questions please contact me at (678)333-7910.

Sincerely,

Tim Dunlap
Chief Operating Officer
Canongate Golf
Sequoia Golf, LLC

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

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

DATE: **December 11, 2008**

SUBJECT: **Consider Ordinance Amendment – LSMV Operating Rules**
December 18, 2008, City Council Meeting

Recommendation:

That Council adopt the attached ordinance amendment.

Discussion:

In October, local resident Glen Allen addressed Council and asked that the City review its rules for Low Speed Motor Vehicles (LSMVs) crossing Peachtree Parkway, Crosstown Road, and Highways 54 and 74. The City ordinance specifically prohibited Golf Carts and LSMVs from crossing those streets except at authorized crossings.

Staff had already begun working on a review of the golf cart and path rules, and added this element as part of the proposed overall changes. In the case of Mr. Allen's request, the City ordinance is more restrictive than State Law, which allows LSMVs to cross streets with a speed limit over 35 mph as long as they are going from one street with a speed limit of 35 mph or less to another.

Staff, including the Police Department, Engineering Department, City Solicitor, and City Attorney, have not completed the other proposed changes to the ordinances because they will require additional work with the Georgia Department of Transportation for crossings on State Highways. However, the attached amendment would bring the City ordinance regulating LSMVs in line with State Law and can be accomplished separately.

Budget Impact:

No anticipated budgetary impact.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TRAFFIC ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR OPERATION REGULATIONS OF LOW SPEED MOTOR VEHICLES; AND FOR OTHER PURPOSES.

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

Section 1. Article III, Section 78-93, paragraph (K) of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 78-93. Operation regulations.

(k) No LSMV shall be permitted to operate on any street of which the posted speed limit exceeds 35 miles per hour. Except as prohibited above, LSMVs shall be permitted to cross over streets of which the posted speed limit exceeds 35 miles per hour.

Deleted: No LSMV shall be permitted to operate on, over, along, or across Highway 74, Highway 54, Peachtree Parkway or Crosstown Road between Peachtree Parkway and Highway 74 within the boundaries of the city except where authorized crossings are provided.

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

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

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

This _______ day of ________________ 200___.

____
Harold K. Logsdon, Mayor

____

____

____

Attest: ______________________________ ______________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

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

DATE: **December 10, 2008**

SUBJECT: **Equipment Lease Agreement**

December 18, 2008 City Council Meeting

Recommendation:
Adopt the attached resolution concerning lease purchase of equipment.

Discussion:
The City recently issued requests for proposals to provide lease-purchase financing for approximately $1.1M of equipment that the City purchased during fiscal years 2007 and 2008. The City retained the services of our financial advisor, Todd Barnes, to assist in the RFP process. A summary of the proposals received and recommendation to award the lease to BB&T are attached. Also attached for your review are the lease documents, which include a detail listing of the equipment being financed. All documents pertaining to this transaction have been reviewed by the City Attorney.

If the Council adopts the attached Resolution, the Council will be accepting the bid by BB&T, approving the Equipment Lease/Purchase Agreement, and Absolute Assignment.

Budgetary Impact:
Adequate funds have been appropriated in the FY 2009 budget to cover the annual debt service payments on this lease.

A RESOLUTION AUTHORIZING THE CITY OF PEACHTREE CITY (THE "LESSEE") TO ENTER INTO A EQUIPMENT LEASE/PURCHASE AGREEMENT (THE "LEASE") WITH THE PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION (THE "LESSOR"), PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH EQUIPMENT WILL BE LEASED TO PEACHTREE CITY AND WHICH LEASE WILL BE ASSIGNED PURSUANT TO AN ABSOLUTE ASSIGNMENT AGREEMENT TO BRANCH BANKING & TRUST COMPANY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Equipment Lease/ Purchase Agreement (the "Lease") presented at this meeting; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment and the financing of such equipment through the Lease with Branch Banking & Trust Company (the "Bank");

NOW, THEREFORE, BE IT RESOLVED by the governing body of Lessee that the forms, terms, and conditions and the execution, delivery, and performance of the Lease presented at this meeting are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lease shall be in accordance with the proposal of the Bank dated December 9, 2008, which proposal the Lessee hereby accepts, and that the amount financed through the Lease shall not exceed $1,110,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.39%, and the financing term shall not exceed 7 years form the date of closing.

BE IT FURTHER RESOLVED by the governing body of Lessee that the terms of the Lease are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee approves the Lease and designates and authorizes the Mayor and City Clerk to execute and deliver, and to attest, respectively, the Lease and any related financing documents necessary to the consummation of the transactions contemplated by the Lease, including , but not limited to, the Absolute Assignment Agreement (the "Financing Documents").

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lease and all Financing Documents shall be consistent with this resolution and the terms of the Bank's proposal.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Director is authorized to approve such changes to any Financing Documents previously signed by City officers or employees, provided that such changes to any Financing Documents shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance

Director's release of Financing Documents for delivery constituting conclusive evidence of such officer's final approval of the Financing Documents final form.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lessee shall not take or omit to take any action the taking or omission of which shall cause the interest payments on the Lease to be included in gross income for federal income tax purposes of the registered owners of the Lease. The Lessee hereby designates its obligation to make interest and principal payments under the Lease as "qualified tax-exempt obligations" for the purposes of Internal Revenue Code Section 265(b)(3).

BE IT FURTHER RESOLVED by the governing body of Lessee that all prior actions of officers of the Lessee in furtherance of the purposes of this resolution are hereby ratified approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of such conflict. This resolution shall take effect immediately.

RESOLVED this December __, 2008.

PEACHTREE CITY, GEORGIA

____
Mayor

____
Council member

____
Council member

____
Council member

____
Council member

ATTEST:

____
City Clerk

Dated: December ___, 2008

(SEAL)

City Clerk

Peachtree City, Georgia
2008 Equipment Master Lease Proposals
Summary of Bids
Bids Submitted December 9, 2008
Recommendation = BB&T

					Prepayment Option		
Bidder	Timing of Closing	5-Year	7-Year	Fees	Yes/No	When	Penalty
BB&T	Within 30 Days	3.1100%	3.3900%	$0	Yes	Any scheduled payment date	1.00%
RBC	December 31, 2008	3.1400%	3.3200%	$3,000[1]	Yes	Any scheduled payment date	1.00%
SunTrust Equipment Finance & Leasing	January 1, 2009[2]	3.2690%	3.6290%	$500 plus UCC Fees	Yes	Any scheduled payment date	3.00%
		3.4690%	3.8290%		Yes	Any scheduled payment date	0.00%
Bank of America	December 29, 2008 [3]	3.3896%	3.7260%	$0	Yes	Second half of each funding	1.00%
Wachovia Bank National Association	na[4]	na	3.9600%	$0	Yes	After the first year	na [5]
		na	4.3200%		Yes	After the first year	0.00%

Notes:

[1] The RBC bid requires purchase of a $250,000 CD.

[2] SunTrust cannot commit to closing by December 31.

[3] Rates quoted by Bank of America are subject to adjustment per a market disruption clause.

[4] Wachovia rates are indicative only. Actual rates would be quoted and locked upon acceptance by the City.

[5] The prepayment penalty would be calculated based on make whole language.

Financing #1 - 5 years

Description	VIN/Serial Number	Amount
2008 Ford Explorer	1FMEU63E78UA94303	$ 27,531.56
2008 Ford Explorer	1FMEU63E48UB09131	23,366.55
2008 Ford Explorer	1FMEU63E68UB09132	23,366.55
2008 Ford Crown Vic	2FAFP71V48X164217	39,374.73
2008 Ford Crown Vic	2FAFP71V88X164219	39,374.73
2008 Ford Crown Vic	2FAFP71V08X164215	39,374.73
2008 Ford Crown Vic	2FAFP71V78X164213	39,374.73
2008 Ford Crown Vic	2FAFP71V28X164216	41,255.73
2008 Ford Crown Vic	2FAFP71V68X164218	39,374.73
2008 Ford Crown Vic	2FAFP71V98X164214	39,374.73
Yamaha YFM 350 ATV	KIT2DSAT25	6,948.49
2009 Ford F-250 Pickup	1FTSW21R79EA00268	42,503.00
Moblie Data Terminals		
(laptops, software, and installation)		152,168.69
Preplans Software		108,000.00
		$ 661,388.95

Financing #2 - 7 years

Description	VIN/Serial Number	Amount
Fire Apparatus		
Spartan Gladiator Chassis	4S7AT2F938C067147	$ 436,202.03

Financing Costs

Advisor - estimate	$ 5,000.00
Attorney - estimate	5,000.00
	$ 10,000.00

Total Financing	$ 1,107,590.98

City of Peachtree City, Georgia
Vehicles and Equipment for Fire Department
2008 Amortization Schedule

Compound	Quarterly
Nominal	
Annual	
Rate	3.390%
Loan	
Amount	436,202.03

Date	Principal	Interest	Payment	Balance
12/30/2008				436,202.03
3/30/2009	13,868.89	3,696.81	17,565.70	422,333.14
6/30/2009	13,986.43	3,579.27	17,565.70	408,346.71
9/30/2009	14,104.96	3,460.74	17,565.70	394,241.75
12/30/2009	14,224.50	3,341.20	17,565.70	380,017.25
3/30/2010	14,345.05	3,220.65	17,565.70	365,672.20
6/30/2010	14,466.63	3,099.07	17,565.70	351,205.57
9/30/2010	14,589.23	2,976.47	17,565.70	336,616.33
12/30/2010	14,712.88	2,852.82	17,565.70	321,903.46
3/30/2011	14,837.57	2,728.13	17,565.70	307,065.89
6/30/2011	14,963.32	2,602.38	17,565.70	292,102.57
9/30/2011	15,090.13	2,475.57	17,565.70	277,012.44
12/30/2011	15,218.02	2,347.68	17,565.70	261,794.42
3/30/2012	15,346.99	2,218.71	17,565.70	246,447.43
6/30/2012	15,477.06	2,088.64	17,565.70	230,970.37
9/30/2012	15,608.23	1,957.47	17,565.70	215,362.14
12/30/2012	15,740.51	1,825.19	17,565.70	199,621.64
3/30/2013	15,873.91	1,691.79	17,565.70	183,747.73
6/30/2013	16,008.44	1,557.26	17,565.70	167,739.29
9/30/2013	16,144.11	1,421.59	17,565.70	151,595.18
12/30/2013	16,280.93	1,284.77	17,565.70	135,314.25
3/30/2014	16,418.91	1,146.79	17,565.70	118,895.34
6/30/2014	16,558.06	1,007.64	17,565.70	102,337.28
9/30/2014	16,698.39	867.31	17,565.70	85,638.88
12/30/2014	16,839.91	725.79	17,565.70	68,798.97
3/30/2015	16,982.63	583.07	17,565.70	51,816.34
6/30/2015	17,126.56	439.14	17,565.70	34,689.79
9/30/2015	17,271.70	294.00	17,565.70	17,418.08
12/30/2015	17,418.08	147.62	17,565.70	0.00
	436,202.03	55,637.58	491,839.61	

City of Peachtree City, Georgia
Vehicles and Equipment
2008 Amortization Schedule

Compound	Quarterly
Nominal	
Annual	3.110%
Loan	671,388.95

Date	Principal	Interest	Payment	Balance
12/30/2008				671,388.95
3/30/2009	31,157.11	5,220.05	36,377.16	640,231.84
6/30/2009	31,399.36	4,977.80	36,377.16	608,832.48
9/30/2009	31,643.49	4,733.67	36,377.16	577,189.00
12/30/2009	31,889.51	4,487.64	36,377.16	545,299.48
3/30/2010	32,137.46	4,239.70	36,377.16	513,162.03
6/30/2010	32,387.32	3,989.83	36,377.16	480,774.70
9/30/2010	32,639.14	3,738.02	36,377.16	448,135.56
12/30/2010	32,892.91	3,484.25	36,377.16	415,242.66
3/30/2011	33,148.65	3,228.51	36,377.16	382,094.01
6/30/2011	33,406.38	2,970.78	36,377.16	348,687.63
9/30/2011	33,666.11	2,711.05	36,377.16	315,021.52
12/30/2011	33,927.87	2,449.29	36,377.16	281,093.65
3/30/2012	34,191.66	2,185.50	36,377.16	246,902.00
6/30/2012	34,457.50	1,919.66	36,377.16	212,444.50
9/30/2012	34,725.40	1,651.76	36,377.16	177,719.10
12/30/2012	34,995.39	1,381.77	36,377.16	142,723.70
3/30/2013	35,267.48	1,109.68	36,377.16	107,456.22
6/30/2013	35,541.69	835.47	36,377.16	71,914.53
9/30/2013	35,818.02	559.14	36,377.16	36,096.51
12/30/2013	36,096.51	280.65	36,377.16	0.00
	671,388.95	56,154.24	727,543.19	

EQUIPMENT LEASE/PURCHASE AGREEMENT

LESSOR: Peachtree City Governmental Finance Corporation
151 Willowbend Road
Peachtree City, Georgia 30269

LESSEE: Peachtree City, Georgia
151 Willowbend Road
Peachtree City, Georgia 30269

DATE: December 30, 2008

This Equipment Lease/Purchase Agreement (this "Agreement") entered into between the Peachtree City Governmental Finance Corporation ("Lessor") and Peachtree City, Georgia ("Lessee"), a political subdivision duly created and existing under the laws of the State of Georgia ("State");

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms used in this Agreement shall have the respective meanings specified below.

"Acceptance Certificate" means a certificate in substantially the form attached hereto as Exhibit F and which shall be delivered by Lessee to Lessor upon receipt and acceptance of the Equipment.

"Agreement" means this Equipment Lease/Purchase Agreement with its Exhibits, which Exhibits are attached hereto and incorporated herein by reference.

"Code" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued thereunder.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date first above written.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Event of Default" means any Event of Default specified in Section 13.01 of this Agreement.

"Event of Nonappropriation" shall have the meaning specified in Section 6.05 of this Agreement.

"Event of Nonrenewal" means the termination of the Lease Term pursuant to Section 4.02(a) of this Agreement.

"Lease Amount" means the outstanding and unpaid aggregate principal component of the Rental Payments.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Peachtree City Governmental Finance Corporation, acting as lessor hereunder, (ii) any surviving, resulting, or transferee corporation, and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the calendar year in effect at the Commencement Date.

"Purchase Price" means the amount set forth and so titled in Exhibit E hereto which Lessee may pay to Lessor to purchase the Equipment as provided in Article XI.

"Renewal Term" means the automatic renewal term of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the calendar year, except the last of such automatic renewal terms which shall end with the payment of the last Rental Payment and all other amounts due hereunder in full.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of such manufacturer.

ARTICLE II
COVENANTS OF LESSEE

Lessee represents, covenants, and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a political subdivision, duly created and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(d) Lessee is duly authorized to execute and deliver this Agreement by the resolution of its governing body attached hereto as Exhibit A, or by other appropriate official approval. All requirements have been met and procedures have occurred, in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be delivered an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.

(f) During the Lease Term, Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) a statement of revenues, expenditures, and changes in fund balances, and (3) schedules and attachments to the financial statements), together with the related audit report, within 180 days of the end of each fiscal year, (ii) such other financial information as Lessor may reasonably request, and (iii) Lessee's annual budget for the following fiscal year within 90 days of the end of each fiscal year. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(g) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Lease Term.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and, when subjected to use by Lessee under this Agreement, will not be or become fixtures.

(i) The principal component of the Rental Payments, when added to the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia, does not exceed 10 percent of the assessed value of all taxable property within Lessee. The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the immediately preceding four calendar years, unless such Equipment is required to be financed pursuant to a federal or state court order, or imminent threat thereof, as certified by the governing authority of Lessee.

ARTICLE III
LEASE OF EQUIPMENT

Lessor hereby demises, leases, and lets to Lessee, and Lessee hereby rents, leases, and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV
LEASE TERM

Section 4.01. **Commencement and Continuance of Lease Term**. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of the current calendar year. The Lease Term shall be automatically continued, at the end of the Original Term or any Renewal Term, for an additional one year, up to a maximum Lease Term of seven years, unless Lessee shall deliver to Lessor written notice of its election to terminate the Lease Term not less than 90 days prior to the end of the Original Term or the Renewal Term then in effect, upon which event the Lease Term shall terminate. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. **Termination of Lease Term**. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement under the terms of Section 4.01;

(b) the occurrence of an Event of Nonappropriation pursuant to Section 6.05;

(c) the exercise by Lessee of the option to purchase the Equipment granted under the provisions of Article XI of this Agreement and the payment of all amounts due hereunder in accordance with such provisions;

(d) the exercise by Lessor of its right to terminate this Agreement upon a default by Lessee under Article XIII; or

(e) the payment by Lessee of all Rental Payments and all other sums authorized or required to be paid by Lessee hereunder.

ARTICLE V
ENJOYMENT OF EQUIPMENT

Section 5.01. **Quiet Enjoyment**. Lessor hereby agrees not to interfere with Lessee's quiet use and enjoyment of the Equipment so long as Lessee is not in default hereunder.

Section 5.02. **Use of the Equipment**. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Agreement.

Section 5.03. **Right of Inspection**. During the Lease Term, Lessor and its officers, employees, and agents shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. **Disclaimer of Warranties**. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS." In no event shall Lessor be liable for any loss or damage, including incidental, indirect, special, or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning, or Lessee's use of any items or products or services provided for in this Agreement.

Section 5.05. **Vendor's Warranties**. Lessee may assert claims and rights that Lessor may have against any Vendor of any portion of the Equipment, so long as no Event of Default, Event of Nonrenewal, or Event of Nonappropriation shall have occurred and be continuing. Lessee's sole remedy for the breach of such warranty shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the obligations of Lessee hereunder. The obligation of Lessee to pay the Rental Payments shall not be abated, impaired, or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to, its condition, quality, workmanship, delivery, shipment, installation, defects, or otherwise.

ARTICLE VI
RENTAL PAYMENTS

Section 6.01. **Rental Payments to Constitute a Current Expense of Lessee**. The obligation of Lessee to pay Rental Payments hereunder is a current expense of Lessee and not a debt of Lessee in contravention of any applicable debt limitations or requirements, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of Lessee.

Section 6.02. **Rental Payments; Interest and Principal Components**. (a) Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America, to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due.

(b) A portion of each Rental Payment is paid as interest, and the balance of each Rental Payment is paid as principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.03. **Rental Payments to be Unconditional**. The obligation of Lessee to make Rental Payments, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided in this Agreement, notwithstanding any dispute between Lessee and Lessor, any Vendor, or any other person. Lessee shall not assert any right of set-off or counterclaim against its obligation to make payments under this Agreement.

Section 6.04. **Continuation of Lease Term by Lessee**. Lessee intends, subject to the provisions of Section 6.05, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made.

Section 6.05. **Nonappropriation**. If (a) sufficient funds are not appropriated for Rental Payments due in any fiscal year and (b) Lessee shall have at such time no funds legally available for the Rental Payments or other amounts payable hereunder from other sources, an Event of Nonappropriation shall be deemed to have occurred. Lessee shall promptly deliver notice thereof to Lessor.

Section 6.06. **Possession of the Equipment Upon Nonappropriation or Nonrenewal**. Upon the occurrence of an Event of Nonappropriation or an Event of Nonrenewal, Lessee agrees that Lessor may reclaim possession of the Equipment, which Lessee agrees shall be in the condition required by Section 8.01. Lessee agrees to deliver the Equipment peaceably to Lessor at a reasonable location specified by Lessor, all at Lessee's expense.

ARTICLE VII
TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01. **Title to the Equipment**. During the Lease Term, title to the Equipment shall be retained by Lessor.

Section 7.02. **Security Interest**. To secure its obligations hereunder, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom.

Section 7.03. **Liens and Encumbrances to Title**. Lessee shall promptly discharge any liens placed on the Equipment other than those created by Lessor.

Section 7.04. **Location of Equipment**. The Equipment will not be removed from, or if the Equipment consists of mobile goods, its permanent base will not be changed from, the principal office of Lessee, without Lessor's prior written consent. Lessee covenants and agrees that it will furnish Lessor with notice of any change in its principal office within thirty (30) days of the effective date of any such change, and Lessee will promptly execute any financing statement deemed necessary by Lessor to prevent any filed financing statement from becoming misleading or losing its perfected status.

ARTICLE VIII
MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. **Maintenance of Equipment by Lessee**. Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Equipment in good repair, working order, and condition. If requested by Lessor, Lessee shall enter into a maintenance contract for the Equipment with Vendor.

Section 8.02. **Taxes, Other Governmental Charges, and Utility Charges**. In the event that the use, possession, or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), government charges, or utility charges and expenses, Lessee shall pay all such taxes and charges as they come due.

Section 8.03. **Provisions Regarding Insurance**. At its own expense Lessee shall cause casualty, public liability, and property damage insurance to be carried and maintained (and evidenced by certificates delivered to Lessor throughout the Lease Term) in the amounts and for the coverages set forth in Exhibit G, provided that the amount of casualty and property damage insurance shall not be less than the then applicable Lease Amount, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement.

Section 8.04. __**Advances**__. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof, and all amounts so advanced therefor by Lessor shall be repaid to Lessor, together with interest thereon at the rate specified in Section 13.05, as additional rental hereunder.

Section 8.05. __**Modifications**__. Without the prior written consent of Lessor, Lessee shall not make any material alterations, modifications, or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment.

ARTICLE IX
DAMAGE, DESTRUCTION, AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. __**Damage, Destruction, and Condemnation**__. So long as no Event of Default has occurred and is continuing hereunder, if (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification, or replacement of the Equipment or, at Lessee's option, to the payment in full of the Lease Amount. Any replacement Equipment must have a value, utility, and useful life equal to or greater than the replaced Equipment, assuming no damage, destruction, or condemnation. Lessee agrees to provide such documents or assurances as Lessor may reasonably request to maintain or confirm Lessor's interest in the replacement Equipment and to evidence the value, utility, and useful life thereof. If an Event of Default has occurred and is continuing, Lessor may apply the Net Proceeds, at its option, to the repair, restoration, modification, or replacement of the Equipment or to payment of any obligation of Lessee hereunder. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Lessee.

For purposes of this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Section 9.02. __**Insufficiency of Net Proceeds**__. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, or replacement, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) pay to Lessor the Lease Amount.

ARTICLE X
TAX COVENANT

It is the intention of Lessee and Lessor that the interest component of the Rental Payments be and remain excluded from gross income for federal income tax purposes. Lessee covenants that it will take any and all action necessary to maintain the exclusion from gross income for federal income tax purposes of the interest component of the Rental Payments, and that it will not perform or omit to perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of causing the interest component of the Rental Payments to be included in gross income for federal income tax purposes, including (without limitation) leasing all or any portion of the Equipment or contracting to a third party for the use or operation of all or any portion of the Equipment if entering into such lease or contract would have such effect.

ARTICLE XI
OPTION TO PURCHASE

Lessee shall be entitled to purchase the Equipment upon payment in full of all Rental Payments in accordance with Exhibit E hereto, all other amounts due hereunder, and the sum of one dollar. Any transfer of the Equipment by Lessor to Lessee shall be on an "AS IS" and "WHERE IS" basis and without any representation or warranty by Lessor. In addition, the Rental Payments may be prepaid in whole on a scheduled payment date in an amount equal to the then outstanding total Rental Payments, together with a prepayment premium equal to 1% of the then outstanding principal amount of the Rental Payments.

ARTICLE XII
ASSIGNMENT, SUBLEASING, INDEMNIFICATION, ENCUMBERING, AND SELLING

Section 12.01. **Assignment or Sale by Lessor**(a) This Agreement, and the obligation of Lessee to make payments hereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by Lessor. Upon any sale, disposition, assignment, or reassignment, Lessee shall be provided with a notice of such assignment. During the Lease Term, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or its assignee to protect its interests in the Equipment and in this Agreement.

(c) Lessor may not sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in this Agreement, the Equipment, or the Rental Payments or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

Section 12.02. **No Sale, Assignment, or Subleasing by Lessee**. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, subleased, or encumbered by Lessee without the prior written consent of Lessor or its assignee.

Section 12.03. **Release and Indemnification Covenants**. To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless, and indemnify Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof except those resulting from Lessor's intentional or negligent acts or omissions, and all expenses in connection therewith, including, without limitation, reasonable counsel fees and expenses, penalties, and interest, arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage, or return of any item of the Equipment resulting in damage to property or injury to or death of any person. The indemnification arising under this paragraph shall survive the termination of this Agreement.

ARTICLE XIII
EVENTS OF DEFAULT AND REMEDIES

Section 13.01. **Events of Default**. The following constitute "Events of Default" under this Agreement:

(a) failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder when due; or

(b) failure by Lessee to maintain insurance on the Equipment in accordance with Section 8.03 hereof; or

(c) Lessee's breach in any material respect of any representation or warranty contained in this Agreement or failure by Lessee to observe and perform any other covenant, condition, or agreement on its part to be observed or performed for a period of 30 days after written notice is given to Lessee by Lessor, specifying such breach or failure and requesting that it be remedied; provided, however, that if the breach or failure stated in such notice cannot be corrected within such 30-day period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the breach or failure is corrected; or

(d) initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

The foregoing provisions of this Section are subject to the provisions of Section 6.05 hereof.

Section 13.02. **Remedies On Default**. Whenever any Event of Default shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, retake possession of the Equipment wherever situated, and sell or lease, sublease, or make other disposition of the Equipment for use over a term in a commercially reasonable manner, all for the account of Lessee; provided that Lessee shall remain directly liable for the amount actually appropriated for the purchase or rental of the Equipment and unpaid by Lessee during the current fiscal year.

Lessor shall apply the disposition proceeds in the following manner:

FIRSTLY, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage, and sale of the Equipment, including reasonable attorneys' fees and expenses;

SECONDLY, to pay Lessor (i) the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the then applicable Lease Amount (taking into account the payment of past due Rental Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to establish the interest component for the Rental Payment next due, from the next preceding due date of a Rental Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder;

THIRDLY, to pay the remainder of the disposition proceeds to Lessee.

(b) Proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Agreement or to recover for the breach thereof.

(c) Use or retake such portion of the Equipment as Lessor, in its sole discretion, may decide.

All of Lessee's right, title, and interest in any Equipment the possession of which is retaken by Lessor upon the occurrence of an Event of Default, an Event of Nonappropriation, or an Event of Nonrenewal shall terminate immediately upon such repossession.

Section 13.03. **Return of Equipment**. Upon an Event of Default, Lessee agrees to allow Lessor to recover the Equipment at Lessee's sole cost and expense, in accordance with Section 6.06.

Section 13.04. **No Remedy Exclusive**. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default, Event of Nonrenewal, or Event of Nonappropriation shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 13.05. **Late Charge; Interest on Late Payment**. Any Rental Payment not paid on the due date thereof shall bear a late charge equal to two percent (2%) of the amount of the past due Rental Payment, but in no event less than $100.00. Any unpaid Rental Payment or other amount payable by Lessee to Lessor hereunder shall bear interest at the lesser of (a) the rate payable on the principal component of the Rental Payments, plus five full percentage points per annum, or (b) the maximum rate allowed by law.

Section 13.06. **Force Majeure**. If by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI and Section 8.03 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States of America or the State or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, or explosions.

ARTICLE XIV
MISCELLANEOUS

Section 14.01. **Notices**. All notices, certificates, or other communications hereunder shall be in writing and mailed, telecopied, or delivered to the address set forth on the first page hereof. Any notice, certificate, or other communication which is mailed shall be mailed registered mail, postage prepaid, return receipt requested. Notices, certificates, or other communications shall be effective upon the earlier of (i) actual receipt by the addressee or (ii) the date shown on the return receipt, fax confirmation, or delivery receipt.

Section 14.02. **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.03. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. **Execution in Counterparts**. This Agreement may be executed in several counterparts.

Section 14.05. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 14.06. **Captions**. The captions or headings in this Agreement are for convenience only and no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 14.07. **Entire Agreement; Amendments**. This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent, amendment, modification, or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, amendment, modification, or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names and attested by their duly authorized officers. All of the above occurred as of the date first written on the heading hereof.

LESSOR:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(SEAL)

By:____
President

Attest:

____
Secretary/Treasurer

LESSEE:

PEACHTREE CITY, GEORGIA

(SEAL)

By:____
Mayor

Attest:

____
City Clerk

EXHIBIT A

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of Peachtree City, Georgia ("Lessee") held on the 18th day of December, 2008, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Equipment Lease/ Purchase Agreement (the "Lease") presented at this meeting; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment and the financing of such equipment through the Lease with Branch Banking & Trust Company (the "Bank");

NOW, THEREFORE, BE IT RESOLVED by the governing body of Lessee that the forms, terms, and conditions and the execution, delivery, and performance of the Lease presented at this meeting are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lease shall be in accordance with the proposal of the Bank dated December 9, 2008, which proposal the Lessee accepts, and that the amount financed through the Lease shall not exceed $1,110,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.39%, and the financing term shall not exceed 7 years form the date of closing.

BE IT FURTHER RESOLVED by the governing body of Lessee that the terms of the Lease are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and authorizes the Mayor and City Clerk to execute and deliver, and to attest, respectively, the Lease and any related financing documents necessary to the consummation of the transactions contemplated by the Lease, including, but not limited to, the Absolute Assignment Agreement (the "Financing Documents").

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lease and all Financing Documents shall be consistent with this resolution and the terms of the Bank's proposal.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Director is authorized to approve such changes to any Financing Documents previously signed by City officers or employees, provided that such changes to any Financing Documents shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director's release of Financing Documents for delivery constituting conclusive evidence of such officer's final approval of the Financing Documents final form.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lessee shall not take or omit to take any action the taking or omission of which shall cause the interest payments on the Lease to be included in gross income for federal income tax purposes of the registered owners of the Lease. The Lessee hereby designates its obligation to make interest and principal payments under the Lease as "qualified tax-exempt obligations" for the purposes of Internal Revenue Code Section 265(b)(3).

BE IT FURTHER RESOLVED by the governing body of Lessee that all prior actions of officers of the Lessee in furtherance of the purposes of this resolution are hereby ratified approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of such conflict. This resolution shall take effect immediately.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Equipment Lease/Purchase Agreement is the same as presented at such meeting of the governing body of Lessee.

Dated: December 30, 2008

(SEAL)

City Clerk

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

Branch Banking & Trust Company
Charlotte, North Carolina

Ladies and Gentlemen:

As counsel for Peachtree City, Georgia ("Lessee"), we have examined duly executed originals of the Equipment Lease/Purchase Agreement (the "Lease"), dated December 30, 2008, between Lessee and the Peachtree City Governmental Finance Corporation ("Lessor"), and based upon such examination and upon such other examination as we have deemed necessary or appropriate to render this opinion, we are of the opinion, as of the date hereof, that:

1. Lessee is a political subdivision, duly created and validly existing under the laws of the State of Georgia.

2. The Lease has been duly authorized, executed, and delivered by Lessee and is the legal, valid, and binding obligation of Lessee, enforceable in accordance with their terms.

3. Lessee has complied with applicable public bidding requirements in connection with the Lease.

4. To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Lease.

5. To the best of our knowledge, the execution, delivery, and performance by Lessee of the Lease will not conflict with, breach, or violate any law, any order or judgment to which Lessee is subject, or any contract to which Lessee is a party.

6. The signatures of the officers of Lessee which appear on the Lease are true and genuine. We know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of Lessee set forth below their names.

EXHIBIT C

CERTIFICATE OF LESSEE

I am a duly authorized representative of Peachtree City, Georgia ("Lessee"), as lessee under that certain Equipment Lease/Purchase Agreement (the "Lease"), dated December 30, 2008, with the Peachtree City Governmental Finance Corporation ("Lessor"), as lessor, and hereby certify as follows and in accordance with the requirements of the Lease. Capitalized terms used herein have the same meaning as in the Lease.

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I have custody of the records of Lessee, and the following officers of Lessee are duly elected or appointed and hold the office or title set forth opposite each individual's name, and the signatures opposite their names are true and correct, and where required, have been filed with the appropriate officials of the State, and each such individual has the authority to enter into the Lease on behalf of Lessee:

Name	Title/Office	Signature
______________	Mayor, Peachtree City, Georgia	____________________________
______________	City Clerk	____________________________

B. ESSENTIAL USE:

1. The Equipment will be used by Lessee for the following governmental or proprietary purpose:

Police and fire protection

2. The Equipment is essential for the functioning of Lessee and is immediately needed by Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Equipment is expected to be used by Lessee for a period in excess of the Lease Term.

C. CERTIFICATE OF APPROPRIATION:

Moneys for all rental payments to be made under the Lease for the fiscal year ending June 30, 2009, are available from unexhausted and unencumbered appropriations or funds within Lessee's budget for such fiscal year, and appropriations or funds have been designated for the payment of those rental payments that may come due under the Lease in such fiscal year.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the 30th day of December 2008.

____

City Clerk

EXHIBIT D

DESCRIPTION OF THE EQUIPMENT

EQUIPMENT:

Quantity	Vehicle	Make
3	Police cars	2008 Ford Explorer
7	Police cars	2008 Ford Crown Victoria
1	Police vehicle	Yamaha YFM 350 ATV
1	Police vehicle	2009 Ford F-250 Pickup
N/A	Mobile data terminals	
N/A	Preplans software	
1	Fire apparatus	Sparton Gladiator Chassis

EQUIPMENT LOCATION:

Lessee: Peachtree City, Georgia

By:________________________________

Mayor

Dated: December 30, 2008

EXHIBIT E

RENTAL PAYMENT SCHEDULE

Payment Number	Due Date of Payment	Total Rental Payment	Principal Component	Interest Component

See attached schedule

EXHIBIT F

ACCEPTANCE CERTIFICATE

Peachtree City Governmental
Finance Corporation
Peachtree City, Georgia

In accordance with the terms of the Equipment Lease/Purchase Agreement (the "Agreement"), dated December 30, 2008, between you and the undersigned ("Lessee"), Lessee hereby certifies and represents as follows:

1. The Equipment, as such term is defined in the Agreement, has been delivered to, and its permanent base is, the Equipment Location specified in Exhibit D to the Agreement. The Equipment was accepted on the date indicated below.

2. Lessee has conducted such inspection or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. No Event of Default, as such term is defined in the Agreement, and no event which with notice or the lapse of time, or both, would become an Event of Default, has occurred and is continuing on the date hereof.

Lessee: Peachtree City, Georgia

By:________________________________
Mayor

Dated: December 30, 2008

EXHIBIT G

INSURANCE COVERAGE REQUIREMENTS

TO: Peachtree City Governmental Finance Corporation

FROM: Peachtree City, Georgia

SUBJECT: Insurance Coverage Requirements of Equipment Lease/Purchase Agreement (the "Agreement"), dated December 30, 2008, between the Peachtree City Governmental Finance Corporation, as lessor, and Peachtree City, Georgia, as lessee

1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address, and telephone number)

____
____
____
____
Telephone: (___) __________

to issue:

a. All Risk Physical Damage Insurance on the equipment leased pursuant to the Agreement, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Peachtree City Governmental Finance Corporation or its assigns as loss payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming the Peachtree City Governmental Finance Corporation or its assigns as an additional insured.

Minimum Coverage Required:

$500,000.00 per person
$500,000.00 aggregate bodily injury liability
$100,000.00 property damage liability

OR

2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided prior to the time that the leased equipment is delivered to us.

Lessee: Peachtree City, Georgia

By:______________________________
Mayor

Dated: December 30, 2008

ABSOLUTE ASSIGNMENT AGREEMENT

This **ABSOLUTE ASSIGNMENT AGREEMENT** (this "Assignment") is made as of December 30, 2008 by and between Peachtree City Governmental Finance Corporation ("Lessor"), a Georgia nonprofit corporation whose mailing address is 151 Willowbend Road, Peachtree City, Georgia 30269, and Branch Banking & Trust Company (the "Purchaser"), a North Carolina banking corporation whose mailing address is 5130 Parkway Plaza Blvd., Charlotte, North Carolina, 28217.

WITNESSETH:

WHEREAS, Lessor has entered into that certain Equipment Lease/Purchase Agreement (the "Lease"), dated the date hereof, with Peachtree City, Georgia ("Lessee"), pursuant to which Lessor has leased to Lessee certain equipment described therein (the "Equipment") in consideration for the payment by Lessee of rental payments (the "Rental Payments") with respect to the Equipment; and

WHEREAS, Lessor is authorized pursuant to the provisions of Section 12.01(a) of the Lease to assign the Lease, including its right to receive the Rental Payments and other payments and amounts payable by Lessee thereunder, in whole or in part; and

WHEREAS, Lessor desires to sell, assign, and transfer to the Purchaser, and the Purchaser desires to purchase, all of Lessor's right, title, and interest in, to, and under the Lease (including the right to receive the Rental Payments) upon the terms and conditions stated below;

NOW, THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

Section 1. Assignment; Payment of Purchase Price. (a) Lessor hereby sells, transfers, delivers, and assigns to the Purchaser and its successors and assigns, forever, all of Lessor's right, title, interest, estate, claims, and demands (but expressly excluding any obligations of Lessor) as lessor in, to, and under the Lease, including any and all extensions or renewals of the term thereof, together with the Exhibits now or hereafter attached thereto and any amendments, supplements, agreements, documents, and other instruments relating thereto, including, without limitation, insurance policy binders and certificates and maintenance agreements, and all rights, powers, privileges, options, and other benefits of Lessor as lessor under the Lease, including (without limitation) the immediate and continuing right to receive and collect all Rental Payments, insurance proceeds, condemnation awards, and all other payments and amounts due thereunder (collectively the "Assigned Payments"), the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof, and the right to exercise all rights and remedies as are conferred on Lessor by the Lease; provided, however, that legal title to the Equipment shall remain in Lessor subject to the security interest granted to the Purchaser in Section 4 hereof. All of the foregoing rights, titles, interest, property, estate, claims, and demands are herein collectively referred to as the "Assigned Property." This Assignment is absolute and unconditional and is not intended to be merely the grant of a security interest to the Purchaser. This Assignment is made without recourse to Lessor except to the extent expressly provided herein.

(b) In consideration of the sale, transfer, and assignment provided for in Section 1(a) hereof, the Purchaser has paid to Lessor in immediately available funds the purchase price of $1,107,590.98, receipt of which Lessor hereby acknowledges, to be applied for the purposes provided in the Lease.

Section 2. Power of Attorney. Lessor irrevocably constitutes and appoints the Purchaser and any present or future officer or agent of the Purchaser, or the successors or assigns of the Purchaser, as its lawful attorney with full power of substitution and resubstitution, and in the name of Lessor or otherwise, to exercise all rights and remedies as are conferred on Lessor by the Lease and to demand, receive, collect, and sue in any court for payments due under the Lease, or any part thereof, to withdraw or settle any claims, suits, or proceedings pertaining to or arising out of the Lease upon any terms, all without notice to or assent of Lessor, and, further, to take possession of and to endorse in the name of Lessor any instrument for the payment of money received on account of the payments due under the Lease. The foregoing appointment of the Purchaser as Lessor's attorney-in-fact is coupled with an interest, cannot be revoked by death, incompetence, bankruptcy, insolvency, reorganization, or otherwise and shall not terminate until all amounts payable under the Lease have been paid and satisfied in full.

Section 3. Authority for Payments. Lessor has authorized and directed Lessee, in writing, to pay directly to the Purchaser all payments due or to become due under the Lease from and after the date of this Assignment by forwarding such payments to the Purchaser's address shown at the beginning of this Assignment, a copy of which authorization and direction, the receipt of and agreement to which has been acknowledged by Lessee, is attached as Exhibit "A." In the event Lessor hereafter receives any such payment from Lessee, Lessor shall hold such payment in trust for the Purchaser and shall immediately deliver such payment to the Purchaser (endorsed, if necessary, by Lessor to facilitate the collection thereof).

Section 4. Security Interest. (a) In order to secure the payment and performance by Lessee of all of its obligations under the Lease, Lessor hereby grants to the Purchaser a first priority security interest in all right, title, and interest of Lessor in, to, and under the Equipment and the proceeds thereof. Lessor agrees to execute or file such additional documents, including financing statements, fixture filings, continuation statements, affidavits, notices, and similar instruments, in form and in the offices satisfactory to the Purchaser, which the Purchaser deems necessary or appropriate to establish, perfect, and maintain its security interest in the Equipment and to deliver to the Purchaser certificates of title showing the Purchaser as lienholder for motor vehicles constituting the Equipment.

(b) Upon the occurrence of an Event of Default, an Event of Nonrenewal, or an Event of Nonappropriation under the Lease, the Purchaser may at its election have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Georgia with respect to the Equipment and the proceeds thereof, in addition to all of the rights of Lessor under the Lease.

Section 5. Representations, Warranties, and Covenants. Lessor hereby represents, warrants, and covenants to and with the Purchaser that:

(a) Lessor is a nonprofit corporation duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia, with the corporate power and authority to own its properties and to carry on its business as now being conducted.

(b) Lessor is and will be during the term of the Lease duly qualified to transact business and hold property in the jurisdiction or jurisdictions in which the Equipment is located and wherever necessary to perform its obligations under this Assignment and the Lease.

(c) Lessor has full power, authority, and legal right to enter into and perform its obligations under this Assignment and the Lease and with respect to the Assigned Property. The execution, delivery, and performance of this Assignment and the Lease have been duly authorized by all necessary corporate action on the part of Lessor, do not require any stockholder approval or the approval or consent of any trustee or holder of any indebtedness or obligation of Lessor which have not been duly obtained, and the foregoing do not contravene any law, governmental rule, regulation, order, or ordinance of any governmental entity having jurisdiction or the Articles of Incorporation or By-Laws of Lessor and do not and will not result in any breach of or constitute a default under any indenture, mortgage, lease, security deed, contract, agreement, or instrument to which Lessor is a party or by which it or its property is bound.

(d) Immediately prior to the transfer and assignment provided for by this Assignment, Lessor had good and marketable title to the Lease and all of the other Assigned Property, free and clear of all claims, liens, security interests, and encumbrances. This Assignment vests in the Purchaser full right, title, and interest and legal title in and to the Assigned Property, including the Lease and the right to receive the Assigned Payments, in each instance free and clear of all claims, liens, security interests, and encumbrances of any kind or character, except the rights of Lessee under the Lease, and the same shall be and remain free of all claims, liens, security interests, and encumbrances arising through any act or omission of Lessor or any person claiming by, through, or under Lessor.

(e) The Lease delivered to the Purchaser herewith is an original thereof, is genuine in all respects, constitutes the entire writing, obligation, and agreement between Lessor and Lessee respecting the Equipment, the lease thereof, the payment therefor by Lessee, and the title thereto, and has not been amended, terminated, or modified by either party thereto, and no advance payments have been made by Lessee thereunder.

Section 6. Further Assurances. Lessor from time to time, at the request of the Purchaser, shall execute and deliver such further acknowledgments, agreements, and instruments of assignment, transfer, and assurance, including financing statements under the Georgia Uniform Commercial Code, and do all such further acts and things as may be necessary or appropriate in the opinion of the Purchaser to give effect to the provisions hereof and to more perfectly confirm the rights, titles, and interests hereby sold, assigned, and transferred to the Purchaser.

Section 7. Notices. Any notice required or permitted to be given by Lessor or the Purchaser to the other shall be deemed to have been given upon the actual receipt thereof or on the third day after it is deposited in the United States mail, certified mail, return receipt requested, with proper postage prepaid, whichever is the earlier, and addressed to the party at such address as shown at the beginning of this Assignment or at such other address as one party shall hereafter furnish to the other in writing.

Section 8. Entirety; Amendments. This Assignment contains the entire agreement between Lessor and the Purchaser with respect to the subject matter hereof and supersedes all prior agreements and understandings relating thereto. No other agreements will be effective to change, modify, or terminate this Assignment in whole or in part unless such agreement is in writing and duly executed by Lessor and the Purchaser. No representations, inducements, promises, or agreements, oral or otherwise, that are not embodied herein (or in any other written instrument or document delivered pursuant hereto or in connection herewith) will be of any force or effect.

Section 9. Parties Bound. This Assignment shall be binding on Lessor and its successors and assigns, and shall inure to the benefit of the Purchaser and its successors and assigns.

IN WITNESS WHEREOF, Lessor and the Purchaser have duly executed this Assignment by their duly authorized officers, as of the date first above written.

LESSOR:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(SEAL)

By:____
President

Attest:

____
Secretary/Treasurer

Accepted and agreed to as of the date first above written.

PURCHASER:

BRANCH BANKING & TRUST COMPANY

By:____
Authorized Officer

EXHIBIT A

NOTICE AND CONSENT TO ASSIGNMENT

DATE: December 30, 2008

TO: Peachtree City, Georgia

RE: Equipment Lease/Purchase Agreement (the "Lease"), dated December 30, 2008, between Peachtree City Governmental Finance Corporation ("Lessor") and Peachtree City, Georgia ("Lessee")

Please be advised that Lessor has, pursuant to the terms of an Absolute Assignment Agreement, dated December 30, 2008, between Lessor and Branch Banking & Trust Company (the "Purchaser"), assigned all its rights in and benefits of the above-referenced contract (the "Contract"), together with all amounts payable from and after the date hereof under or pursuant to the Contract and the right to exercise all rights and remedies as are conferred on Lessor by the Contract, to the Purchaser.

All payments due under the Contract should be made to the Purchaser at the following address:

Branch Banking & Trust Company
5130 Parkway Plaza Blvd.
Charlotte, N.C. 28217

Please acknowledge your acceptance of the assignment, your recordation of the assignment pursuant to the Lease, and your agreement to make the payments specified in the Contract to the Purchaser by executing the enclosed counterpart of this Notice and Consent to Assignment and returning it to us.

LESSOR:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(SEAL)

By:____________________________________
President

Attest:

____
Secretary/Treasurer

ACKNOWLEDGED AND ACCEPTED:

PEACHTREE CITY, GEORGIA

(SEAL)

By:____
Mayor

Attest:

____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager Bernard J. McMullen

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

DATE: December 12, 2008

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

December 18, 2008, City Council Consent Agenda

Recommendation:

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

Discussion:

Attached please find budget amendments (09-010 through 09-027) for fiscal year 2009 submitted for your approval. The first budget amendment 09-010 amends the 2009 Amphitheater Fund budget previously approved by City Council and is based on the new Amphitheater Manager's recommendation for concert format for the 2009 concert season.

Budget amendments 09-011 through 09-017 reflect amendments to the Public Improvement Program Funds (PIP) and Debt Service Funds, along with their impact on the General Fund, for those items discussed at the December 2, 2008, workshop. A summary of those changes updated to December 9, 2008, are also included in this packet immediately following budget amendment 09-017.

Budget amendments 09-018 through 09-026 include departmental recommendations to amend the 2009 budget that were also discussed at the December 2, 2008, workshop. Also, included in this packet is detailed information provided by Directors and Chiefs that support each budget amendment. Amendment 09-018 reflects computer supply savings for all departments and has been reviewed by the Systems Administrator. Amendment 09-019 includes recommended savings from the City Manager's budget. Amendment 09-020 includes recommended savings from the City Council and Administrative Services budgets. Amendment 09-021 reflects the recommended savings from the Fire Department budget. Amendment 09-022 includes recommended savings from the Leisure Services budget. Concerns regarding Library and Kedron hours have been addressed by the Leisure Services Director and his staff. Recommended staffing hours for both facilities appear on a worksheet immediately following Amendment 09-022.

Amendment 09-023 includes recommended savings from the Police Department budget. Recommended savings from the Public Works Department budget are reflected on amendment 09-024 and from the Finance Department budget on amendment 09-025. Amendment 09-026 includes recommended savings from the Developmental Services budget.

Finally, budget amendment 09-027 provides a transfer from the 2009 PIP Contingency account in the amount of $50,000 to fund a pending economic development project.

Items still to be addressed that were discussed at the December 2, 2008, Council workshop include Pebblepocket Pool and safety boots for employees. Any recommended savings in these areas will be brought back to Council for approval at a subsequent City Council meeting.

Budget Impact:

The proposed budget amendments impact the total budget for the General Fund, several PIP Funds, Debt Service Fund 400, and the Amphitheater Fund. A separate report is attached that shows the budget impact on each of these funds.

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

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS – FY 09 – 12/18/08

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2009

December 18, 2008

General Fund 100		
Budgeted Revenue and Expenditures before amendments	$	27,483,620
Budget Amendments:		
Transfer from PIP Funds (reduction of use of surplus $415,354)		-
Reduction in Transfer to Debt Service Fund		(394,646)
Miscellaneous Departmental Budget Reductions		(854,208)
Budgeted Revenue and Expenditures after amendments	$	26,234,766
PIP Fund 350		
Budgeted Revenue and Expenditures before amendments	$	988,796
Budget Amendments:		
PIP Amendment		-
Budgeted Revenue and Expenditures after amendments	$	988,796
PIP Fund 355		
Budgeted Revenue and Expenditures before amendments	$	496,424
Budget Amendments:		
PIP Amendment		193,000
Budgeted Revenue and Expenditures after amendments	$	689,424
PIP Fund 356		
Budgeted Revenue and Expenditures before amendments	$	309,735
Budget Amendments:		
PIP Amendment		(167,840)
Budgeted Revenue and Expenditures after amendments	$	141,895
PIP Fund 357		
Budgeted Revenue and Expenditures before amendments	$	1,499,392
Budget Amendments:		
PIP Amendment		19,660
Budgeted Revenue and Expenditures after amendments	$	1,519,052
PIP Fund 358		
Budgeted Revenue and Expenditures before amendments	$	1,386,121
Budget Amendments:		
PIP Amendment		(20,000)
Budgeted Revenue and Expenditures after amendments	$	1,366,121
Debt Service Fund 400		
Budgeted Revenue and Expenditures before amendments	$	2,299,298
Budget Amendments:		
Reduction of Transfer from General Fund		(394,646)
Budgeted Revenue and Expenditures after amendments	$	1,904,652
Amphitheater Fund 565		
Budgeted Revenue and Expenditures before amendments	$	869,336
Budget Amendments:		
Amend Original Budget		553,360
Budgeted Revenue and Expenditures after amendments	$	1,422,696

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-010

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
565-00-34-7300	xxx	Admission Fees	462,229	
565-00-34-7600	xxx	Sponsors	25,500	
565-00-34-7601	xxx	Sponsors - In-Kind	27,040	
565-00-34-7310	xxx	Handling Fees	5,100	
565-00-34-7930	xxx	Concession Fees	5,600	
565-00-34-7950	xxx	Merchandise Sales	8,000	
565-00-34-7900	xxx	Other Charges for Services		8,500
565-6180-51-1200	xxx	Part-time Salaries		8,160
565-6180-51-1300	xxx	Overtime	600	
565-6180-51-2200	xxx	Social Security	1,354	
565-6180-51-2300	xxx	Medicare	317	
565-6180-51-2400	xxx	Retirement - Matching	137	
565-6180-51-2700	xxx	Workers' Compensation	287	
565-6180-52-1300	xxx	Technical Services	1,800	
565-6180-52-3900	xxx	Merchant Account Charges	6,000	
565-6180-52-2100	xxx	Cleaning Services	600	
565-6180-52-3000	xxx	Sound & Lights		80,000
565-6180-52-3100	xxx	Liability Insurance	9,000	
565-6180-52-3200	xxx	Communications	1,200	
565-6180-52-3300	xxx	Advertising	12,000	
565-6180-52-3301	xxx	Advertising - In-Kind	12,900	
565-6180-52-3400	xxx	Printing & Binding	4,500	
565-6180-52-3401	xxx	Printing & Binding - In-Kind	1,500	
565-6180-52-3450	xxx	Postage	1,200	
565-6180-52-3600	xxx	Dues & Fees	5,400	
565-6180-52-3850	xxx	Contract Labor	30,000	
565-6180-53-1175	xxx	Operating Supplies	3,600	
565-6180-53-1210	xxx	Water	150	
565-6180-53-1215	xxx	Sewerage	150	
565-6180-53-1230	xxx	Electricity	6,685	
565-6180-53-1270	xxx	Gasoline	300	
565-6180-53-1300	xxx	Catering		7,500
565-6180-53-1301	xxx	Catering - In-Kind		2,500
		TOTAL	$ 633,149	$ 106,660

To amend the 2009 Amphitheater Fund budget to accommodate the Amphitheater Manager's recommendation for concert format. Page 1 of 2.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-010 continued

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
565-6180-57-3105	xxx	Programs - Concerts	375,500	
565-6180-57-3107	xxx	Venue Cleaning (Post-Concert)	3,900	
565-6180-57-3108	xxx	Transportation	1,800	
565-6180-57-3109	xxx	Hotel Accomodations	6,000	
565-6180-57-3110	xxx	Hotel Accomodations - In-Kind	6,000	
565-6180-57-3111	xxx	Golf Cart Rental - In-Kind	1,500	
565-6180-57-3112	xxx	Floral Arrangements - In-Kind	390	
565-6180-57-3113	xxx	Give-Aways at Shows	750	
565-6180-57-3114	xxx	Sound & Lights	140,000	
565-6180-57-3115	xxx	Catering	12,000	
565-6180-57-3115	xxx	Catering - In-Kind	4,000	
565-00-38-9025	xxx	Surplus Carryover	28,391	
		TOTAL	$ 580,231	$ -

To amend the 2009 Amphitheater Fund budget to accommodate the Amphitheater Manager's recommendation for concert format. Page 2 of 2.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-011

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
350-1505-61-1358	xxx	Transfer to Fund 358	69,749	
350-1511-54-0049	049	PIP Contingency		69,749
		TOTAL	$ 69,749	$ 69,749

To amend Fund 350 based on December 2, 2008 Council workshop discussions.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-012

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
355-1505-61-1358	xxx	Transfer to Fund 358	35,391	
355-1511-54-0049	049	PIP Contingency		35,391
355-00-39-1138	xxx	Transfer from Fund 358	193,000	
355-4110-54-1430	115	54 Cartpatch Connections		193,000
		TOTAL	$ 228,391	$ 228,391

To amend Fund 355 based on December 2, 2008 Council workshop discussions.

ENTERED ______________

APPROVED ______________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-013

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
356-00-33-4215	xxx	State Grants		167,840
356-4110-54-1410	155	Hwy 54 E Landscape VI		201,408
356-1505-61-1358	xxx	Transfer to Fund 358	33,568	
356-1505-61-1358	xxx	Transfer to Fund 358	74,837	
356-1511-54-0049	049	PIP Contingency		74,837
356-1505-61-1357	xxx	Transfer to Fund 357	19,660	
356-6110-54-1210	158	Meade/Riley Parking Lots		19,660
		TOTAL	$ 128,065	$ 463,745

To amend Fund 356 based on December 2, 2008 Council workshop discussions.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-014

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
357-3210-54-1325	177	PD Renovations	148,875	
357-6110-54-1240	204	Battery Way Boat Docks		148,875
357-1505-61-1358	xxx	Transfer to Fund 358	117,636	
357-1511-54-0049	049	PIP Contingency		117,636
357-1505-61-1110	xxx	Transfer to General Fund	60,000	
357-3210-54-2510	206	AFIS Equipment		60,000
357-3210-54-1325	177	PD Renovations	19,660	
357-00-39-1136	xxx	Transfer from Fund 356	19,660	
		TOTAL	$ 365,831	$ 326,511

To amend Fund 357 based on December 2, 2008 Council workshop discussions.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-015

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
358-3210-54-2520	xxx	Simulated Fire Arms Training		150,000
358-00-39-3310	xxx	Loan Proceeds		150,000
358-1505-61-1110	xxx	Transfer to General Fund	194,040	
358-4110-54-1270	222	Recycling Center Improvements		19,086
358-4110-54-1436	209	Traffic Signal - Kedron		19,000
358-4110-54-1461	213	GA 54E Multi-Use Path #1		60,000
358-4110-54-1462	214	GA 54E Multi-Use Path #2		60,000
358-4110-54-1463	215	Robinson Rd. Multi-Use Path		5,000
358-6110-54-1235	210	Playground Picnic Park		30,954
358-1505-61-1359	xxx	Transfer to Fund 359	130,000	
358-00-34-1321	xxx	Impact Fees	130,000	
358-00-39-1130	xxx	Transfer from Fund 350	69,749	
358-00-39-1135	xxx	Transfer from Fund 355	35,391	
358-00-39-1136	xxx	Transfer from Fund 356	108,405	
358-00-39-1137	xxx	Transfer from Fund 357	117,636	
358-00-34-1321	xxx	Impact Fees		331,181
358-1505-61-1355	xxx	Transfer tp Fimd 355	193,000	
358-1511-54-0048	xxx	TDK Contingency	193,000	
358-1505-61-1110	xxx	Transfer to General Fund	161,314	
358-1511-54-0049	049	PIP Contingency		161,314
		TOTAL	$ 1,332,535	$ 986,535

To amend Fund 358 based on December 2, 2008 Council workshop discussions.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-016

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-39-1137	xxx	Transfer from Fund 357	60,000	
100-00-39-1138	xxx	Transfer from Fund 358	355,354	
100-00-38-9025	xxx	Surplus Carryover		415,354
100-1505-61-1400	xxx	Transfer to Fund 400		34,646
100-00-38-9025	xxx	Surplus Carryover		34,646
100-1505-61-1400	xxx	Transfer to Fund 400		123,708
100-00-38-9025	xxx	Surplus Carryover		123,708
100-1505-61-1400	xxx	Transfer to Fund 400		236,292
100-00-38-9025	xxx	Surplus Carryover		236,292
		TOTAL	$ 415,354	$ 1,204,646

To amend the General Fund based on December 2, 2008 Council workshop discussions.
Total reduction in Surplus Carryover for the General Fund for fiscal year 2009 = $810,000.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-017

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
400-00-39-1110	xxx	Transfer from General Fund		34,646
400-8000-58-1303	xxx	Capital Leases - Principal		30,015
400-800-58-4303	xxx	Capital Leases - Interest		4,631
400-00-39-1110	xxx	Transfer from General Fund		123,708
400-8000-58-1302	xxx	Bricks & Mortar - Principal		64,151
400-8000-58-4302	xxx	Bricks & Mortar - Interest		59,557
400-00-39-1110	xxx	Transfer from General Fund		236,292
400-8000-58-1303	xxx	Capital Leases - Principal		204,710
400-8000-58-4303	xxx	Capital Leases - Interest		31,582
		TOTAL	$ -	$ 789,292

To amend the Debt Service Fund budget based on December 2, 2008 Council workshop discussions, by canceling the lease/purchase of Simulated Fire Arms Training project and delaying the financing of 2009 budgeted projects.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY
ANALYSIS OF PIP FUNDS AND DEBT SERVICE FUND
DECEMBER 9, 2008

PIP Funds and Debt Service Fund Proposed Budget Adjustments

		Potential General Fund 2009 Impact
Fund 350		
1)	Decrease 2004 PIP Contingency by $69,749 and transfer to Fund 358 to cover 2008 impact fee shortfall	$ -
Fund 355		
1)	Transfer $193,000 from Fund 358 to provide City funding for Hwy 54/CSX multi-use path connections.	-
2)	Transfer $35,391 2005 PIP Contingency to Fund 358 to cover 2008 impact fee shortfall.	-
Fund 356		
1)	Cancel Hwy 54 East landscaping project - City funds available $33,568 - transfer to Fund 358 to cover 2008 impact fee shortfall.	-
2)	Transfer $74,837 2006 PIP Contingency to Fund 358 to cover 2008 impact fee shortfall.	-
3)	Transfer $19,660 from Meade/Riley Parking Lot Improvements (2007 B&M loan) to Fund 357 to assist in funding Police Department renovations.	-
Fund 357		
1)	Transfer $148,875 from Battery Way Boat Docks (2007 B&M loan) to assist in funding Police Department renovations.	-
2)	Transfer $117,636 2007 PIP Contingency to Fund 358 to cover 2008 impact fee shortfall.	-
3)	Cancel AFIS project of $60,000 and transfer funds to General Fund	60,000
Fund 358		
1)	Cancel Simulated Firearms Training budget of $150,000. Savings in 2009 is debt service only since this was schedule to be financed (reduce transfer from General Fund to Debt Service Fund).	34,646
2)	Transfer balance of funds available from Recycling Renovations to General Fund and close project.	19,086
3)	Transfer balance of funds available from Kedron traffic signal design to General Fund and close project.	19,000
4)	Cancel GA 54 East multi-use path project #1 (in conjunction with Hwy 54 E landscape project) and transfer funds to General Fund.	60,000
5)	Cancel GA 54 East multi-use path project #2 (in conjunction with Hwy 54 E landscape project) and transfer funds to General Fund.	60,000
6)	Cancel Robinson road multi-use path project and transfer funds to General Fund.	5,000
7)	Transfer balance of funds available in Playground/Picnic Park account and transfer funds to General Fund.	30,954
9)	Transfer $69,749 from Fund 350, $35,391 from Fund 355, $108,405 from Fund 356, $117,636 from Fund 357 to cover 2008 impact fee shortfall.	-
10)	Transfer $193,000 to Fund 355 to provide City funding for Hwy 54/CSX multi-use path connections (balance of $200,000 refund from County associated with TDK construction.	-
11)	Transfer $161,314 of remaining 2008 PIP Contingency to General Fund.	161,314

CITY OF PEACHTREE CITY
ANALYSIS OF PIP FUNDS AND DEBT SERVICE FUND
DECEMBER 9, 2008

PIP Funds and Debt Service Fund Proposed Budget Adjustments

	Potential General Fund 2009 Impact
Fund 359	
1) Transfer $50,000 from 2009 PIP Contingency to fund pending economic development project.	-
Total amount of PIP funds available to cover General Fund projected revenue shortfall in FY 2009	$ 450,000
Debt Service Funds	
1) Delay in Bricks & Mortar project financing	123,708
2) Delay in Lease/Purchase project financing	236,292
Total amount of PIP funds and debt service project financing delays to cover General Fund projected revenue shortfall in FY 2009	$ 810,000

Results:

1) $218,532 of City cash to be available for Hwy 54/CSX multi-use path connections (consider canceling grant funding).
2) Hwy 54 E landscape project cancelled.
3) A total of $331,181 available to cover 2008 impact fee shortfall and amount needed to transfer to Fund 359 as budgeted.
4) $168,535 more available for Police Department renovations (potentially reducing amount needed in 2008 B&M loan - $19,660 from Meade/Riley Improvements and $148,875 from Battery Way Boat Docks).
5) AFIS project cancelled.
6) Battery Way Boat Docks project cancelled.
7) Simulated Fire Arms project cancelled.
8) Recycling Center project closed.
9) Kedron Traffic Signal project closed.
10) Hwy 54 E multi-use path projects cancelled (3 projects).
12) $50,000 of 2009 PIP Contingency to be rebudgeted to fund pending economic development project.
13) $810,000 available to be transferred back to General Fund in FY 2009 from PIP Funds and Debt Service Fund.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-018

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025		Surplus Carryover		36,600
100-1320-53-1180		Computer Supplies		1,100
100-3210-53-1180		Computer Supplies		15,900
100-3510-53-1180		Computer Supplies		2,200
100-3600-53-1180		Computer Supplies		2,500
100-4250-53-1180		Computer Supplies		1,100
100-6110-53-1180		Computer Supplies		3,300
100-6510-53-1180		Computer Supplies		4,400
100-7210-53-1180		Computer Supplies		2,200
100-1540-53-1180		Computer Supplies		1,100
100-3210-53-1180		Computer Supplies		1,100
100-7450-53-1180		Computer Supplies		1,700
		TOTAL	$ -	$ 73,200

Computer Equipment budget reductions. December 2 Workshop meeting.
Note: Council laptop computer reduction listed in departmental cuts - $8,500

ENTERED ____________

APPROVED ____________

Computer Review - FY2009 Budget
Total Dollar Amount Recommended to Reduce =

Department	Requested Item	Amount Budgeted
1320	Replace PC - Halterman	$ 1,100.00
3210	Replace PC - Alcohol Permit	$ 2,000.00
3210	Replace PC - H Jones (City machine)	$ 1,100.00
3210	Replace PC - H Jones (Internet crimes)	$ 1,100.00
3210	Replace PC - LT Jenkins DESKTOP	$ 1,100.00
3210	Replace PC - SGT Williams DESKTOP	$ 1,100.00
3210	Replace PC - SGT L. Crider DESKTOP	$ 1,100.00
3210	Replace PC - SGT Myers DESKTOP	$ 1,100.00
3210	Replace PC - Lt. Hill DESKTOP	$ 1,100.00
3210	Replace PC - Lt. Brown DESKTOP	$ 1,100.00
3210	Replace Laptop - Michel (patrol spot)	$ 1,700.00
3210	Replace Laptop - Claman (patrol spot)	$ 1,700.00
3210	Replace Laptop - Meier (patrol spot)	$ 1,700.00
3510	Replace PC - Day Office Station 82	$ 1,100.00
3510	Replace PC - Training Captain (Hughey)	$ 1,100.00
3600	Replace PC with Tablet - Williamson	$ 2,500.00
4250	Replace PC - Baro	$ 1,100.00
6110	Replace PC - Joyce Williams	$ 1,100.00
6110	Replace PC - Jim O'Connell	$ 1,100.00
6110	Replace PC - Scott Christopher	$ 1,100.00
6510	Replace Library PC	$ 1,100.00
6510	Replace Library PC	$ 1,100.00
6510	Replace Library PC	$ 1,100.00
6510	Replace Library PC	$ 1,100.00
7210	Replace PC - Todd	$ 1,100.00
7210	Replace PC - A Bernard	$ 1,100.00
1540	Replace PC - Training Room	$ 1,100.00
3210	Replace PC - Evidence Room	$ 1,100.00
7450	Replace Laptop - Babb	$ 1,700.00
		$ 36,600.00

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-019

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025		Surplus Carryover		2,381
100-1320-52-2275		Repairs & Maintenance Vehicles		25
100-1320-52-3600		Dues & Fees		126
100-1320-52-3700		Education & Training		1,100
100-1320-53-1150		Office Supplies		700
100-1320-53-1175		Operating Supplies		105
100-1320-53-1650		Small Tools & Equipment		325
		TOTAL	$ -	$ 4,762

Budget reduction for City Manager. December 2, 2008 Workshop meeting.

ENTERED ____________

APPROVED ____________

City Manager
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact	Recurring Impact?
City Manager						
	1320-52-2275	Repairs & Maintenance Vehicles				
		Emissions Testing	$25	$25		
		Oil Change	$42	$0		
	1320-52-3600	Dues & Fees				
		American Public Works Association	$126	$126		x
	1320-52-3700	Education & Training				
		CM Meetings/Conferences	$1,100	$1,100		x
	1320-53-1150	Office Supplies				
		Miscellaneous Supplies	$700	$700		x
	1320-53-1175	Operating Supplies				
		QIT Luncheons - Quarterly	$750	$0		
		New Hire Meet & Greet - Quarterly	$105	$105		x
	1320-53-1650	Small Tools & Equipment				
		Miscellaneous	$325	$325		
City Manager Total			$3,173	$2,381		$2,031

Non-recurring: $350

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-020

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025		Surplus Carryover		55,000
100-1310-52-3700		Education & Training		5,000
100-1310-53-1180		Computer Supplies		8,500
100-1540-52-1200		Professional Services		300
100-1540-52-3300		Advertising		1,000
100-1540-52-3600		Dues & Fees		300
100-1540-52-3700		Education & Training		2,150
100-1540-53-1175		Operating Supplies		500
100-1540-53-1650		Small Tools & Equipment		1,100
100-1570-52-3400		Printing & Binding		14,000
100-1570-52-3450		Postage		11,500
100-1570-52-3700		Education & Training		500
100-1580-52-3700		Education & Training		1,200
100-1580-54-2060		Computer Equipment		6,000
100-2650-51-1200		Part Time Salaries		2,500
100-2650-52-1267		Indigent Care	3,000	
100-2650-52-1268		Subpoenas		300
100-2650-52-3400		Printing & Binding		400
100-2650-52-3700		Education & Training		2,350
100-2650-53-1725		Uniforms		400
		TOTAL	$ 3,000	$ 109,550

Administrative Services budget reductions. December 2 Workshop meeting.

ENTERED ____________

APPROVED ____________

Administrative Services
FY 2009 Budget Reductions
11/2008

Dept.	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact	Recurring Impact?
Mayor & Council						
	1310-52-3700	Education & Training	$5,000	$5,000	No Mandatory Training this year.	
	1310-53-1175	Operating Supplies	$900	$0	Cut PTC 101 to once a year	
	1310-53-1180	Computer Supplies	$8,500	$8,500	No New laptops for Council	
Human Resources						
	1540-52-1200	Professional Services	$300	$300	Pre-employment training	
	1540-52-3300	Advertising	$1,000	$1,000	Reduce job ads, fewer openings	
	1540-52-3600	Dues & Fees	$300	$300	Books & Periodicals	
	1540-52-3700	Education & Training	$2,150	$2,150	Law letter, reduce employee training, reduce personnel seminars	
	1540-53-1175	Operating Supplies	$500	$500	Referral rewards (have had no problem filling PW positions)	
	1540-53-1650	Small Tools & Equipment	$1,100	$1,100	No new training tables	
Public Information						
		Salaries & Benefits	$5,600		Potential savings in salary adjustments if new director is hired	
	1570-52-3400	Printing & Binding	$14,000	$14,000	Reduce UPDATE to 6x/year	x
	1570-52-3450	Postage	$11,500	$11,500	Reduce UPDATE to 6x/year	x
	1570-52-3700	Education & Training	$500	$500	PIO Training done through City Clerk	
					$25,500	
City Clerk						
	1580-52-3700	Education & Training	$1,200	$1,200	Reduce Clerk training / retain elections, deputy clerk, and records retention	
	1580-54-2060	Computer Equipment	$6,000	$6,000	Emailing archiving software - using freeware	x
					$6,000	
Municipal Court						
	2650-51-1200	PT Salaries	$2,500.00	$2,500.00	Reduce court runners to arraignment court only	x
	2650-52-1267	Indigent Care	-$3,000.00	-$3,000.00	Budget was reduced from 2008 - however we are seeing an increase due to the economy and court appointed attorneys	x
	2650-52-1268	Subpoenas	$300.00	$300.00	Not charging	x

Administrative Services
FY 2009 Budget Reductions
11/2008

Dept.	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact	Recurring Impact?
	2650-52-3400	Printing & Binding	$400.00	$400.00	Enough forms on hand to last through FY09	
	2650-52-3700	Education & Training	$2,350.00	$2,350.00	Eliminate Court Clerk Sup certification training (not mandated - retirement pending) Reduce mgmt development by $500 (course III will be in FY10)	
	2650-53-1725	Uniforms	$400.00	$400.00	Reduce uniforms (non-essential except Wednesdays)	x
Administrative Services Total			$64,800.00	$55,000	$200.00	$31,700.00

Non-recurring: $23,300

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-021

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025		Surplus Carryover		124,030
100-3600-52-3700		Education & Training		7,480
100-3600-53-1650		Small Tools & Equipment		1,200
100-3510-51-1210		Volunteer Stipends		24,850
100-3510-52-1200		Professional Services		1,500
100-3510-52-3300		Advertising		3,500
100-3510-52-3400		Printing & Binding		1,750
100-3510-52-3700		Education & Training		9,390
100-3510-53-1150		Office Supplies		3,000
100-3510-53-1175		Operating Supplies		1,200
100-3510-53-1180		Computer Supplies		20,050
100-3510-53-1650		Small Tools & Equipment		10,110
100-3510-53-1725		Uniforms		40,000
		TOTAL	$ -	$ 248,060

Fire/Ems Department budget reductions. December 2 Workshop meeting.

ENTERED ______________

APPROVED ______________

Fire / EMS
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact / Div Comments	Recurring Impact?
Fire / EMS						
	Rescue 8 Replacement	PIP	$64,519.00	$0.00		
	C/V Relacement W/Expedtion	PIP	$10,719.00	$0.00		
	Education & Training	3600-52-3700				
			$300.00	$0.00	GA EMT Instructor Recert	
			$1,935.00	$1,935.00	Changes Conference	
			$1,745.00	$1,745.00	IAFC EMS Confernce	
			$3,800.00	$3,800.00	Critical Care Paramedic Course	
	Small Tools & Equip	3600-53-1650				
			$1,200.00	$1,200.00	EMS Bikes	x
	Machinery & Equip	3600-54-2050				
			$3,995.00	$0.00	RAD 57 Blood Gas Meter	
	Part/Temporary Employees	3510-51-1200	$53,000.00	$0.00		
	Volunteer Stipends	3510-51-1210	$24,850.00	$24,850.00		x
	Professioanl Services	3510-52-1200				
			$1,500.00	$1,500.00	Flu Shots	
			$600.00	$0.00	Dive Master Insurance	
	Cleaning Services	3510-52-2100				
			$1,700.00	$0.00	Strip/Wax/Bluff Floors	
			$1,700.00	$0.00	Shampoo Carpets	
	Advertising	3510-52-3300	$3,500.00	$3,500.00		x
	Printing & Binding	3510-52-3400				
			$400.00	$400.00	Building Inspection Forms	

Fire / EMS
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact / Div Comments	Recurring Impact?
			$650.00	$650.00	Code Books	
			$300.00	$300.00	Driver Training Mat	
			$400.00	$400.00	Accreditation Material	
	Education & Training	3510-52-3700				
			$2,100.00	$0.00	Fire Prevention Material	
			$200.00	$200.00	Update Fire Reference Library	
			$400.00	$0.00	Diver Training Books	
			$250.00	$0.00	Child Safety Seat Program Materials	
			$6,500.00	$0.00	Dive/Boat Team Training	
			$4,500.00	$0.00	Swift Water Rescue Trng	
			$7,525.00	$7,525.00	Fire House Training (Total)	
			$665.00	$665.00	Ga. Fire Chief Conference (Total)	
			$5,500.00	$0.00	FDIC (Total)	
			$700.00	$700.00	Governor's Emergency Man. Conf.	
			$300.00	$300.00	Ga. Fire Safety Sympos.	
	Office Supplies	3510-53-1150				
			$3,000.00	$3,000.00	Replacement Furniture	
	Operating Supplies	3510-53-1175				
			$1,200.00	$1,200.00	Coffee & Supplies	
			$4,500.00	$0.00	Volunteer Recognition Dinner	
	Computer Supplies	3510-53-1180				
			$800.00	$800.00	Fire Studio 4.0 Upgrade	
			$3,200.00	$3,200.00	Vehicle Computer Mtng Kit	
			$1,050.00	$1,050.00	VisioSoftware Preplan	
			$3,000.00	$3,000.00	Printers for Vehicles	
			$12,000.00	$12,000.00	GPS Units/Vehicles	
	Small Tools & Equipment	3510-53-1650				
			$3,800.00	$0.00	Dive Tem Equipment	

Fire / EMS
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact / Div Comments	Recurring Impact?
			$1,000.00	$1,000.00	Fire Marshal Digtal Camera	
			$4,000.00	$0.00	Swift Water Recue Equipment	
			$700.00	$0.00	Boat Division Equipment	
			$6,500.00	$6,500.00	Wellness Equipment	
			$2,610.00	$2,610.00	Bio-Block Matteress Covers	
			$1,800.00	$0.00	K12 Saw	
			$5,400.00	$0.00	Cutters Edge x 3	
	Uniforms	3510-53-1725	$40,000.00	$40,000.00		
Fire / EMS Total			$300,013	$124,030		$29,550.00

Non-recuring: $94,480 $28,350.00

$0

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-022

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025		Surplus Carryover		317,599
100-6110-52-1330		Non-Supporting Rec Programs		4,000
100-6110-52-2290		Repairs & Maintenance - Other		17,500
100-6110-52-3300		Advertising		3,000
100-6110-53-1650		Small Tools & Equipment		6,000
100-6110-54-1260		Improvements Other than Bldg		122,000
100-6110-52-2140		Landscape		16,000
100-6110-52-1320		Fourth of July		10,000
100-6110-52-2251		Repairs & Maintenance - Amph		8,000
100-6110-52-2250		Repairs & Maintenance - Bldg		4,800
100-6110-52-3400		Printing & Binding		2,000
100-6110-52-3700		Education & Training		2,000
100-6110-52-1200		Professional Services		2,500
100-6122-51-various		Personnel Services - Kedron		14,949
100-6122-53-various		Utilities - Kedron		1,440
100-6122-52-2140		Landscape		1,000
100-6122-52-2200		Repairs & Maintenance - Equip		6,000
100-6122-53-1650		Small Tools & Equipment		2,569
100-6122-54-1320		Buildings - Capital Outlay		30,000
100-6510-various		Pool Closings- C/R & P/P		35,000
100-6510-51-various		Personnel Services - Library		25,799
100-6510-51-various		Utilities - Library		3,042
		TOTAL	$ -	$ 635,198

Leisure Services budget reductions. December 2 Workshop meeting.

ENTERED ____________

APPROVED ____________

Library Hours Reduction

Day	Mon	Tues	Wed	Thur	Fri	Sat	Sun
Open	10	10	12	10	10	10	1
Close	8	8	6	8	6	6	5
Reduction	-2	-2	-6	-2	0	0	0

Net Hour Reduction: 12 facility hours
Savings: Jan - Sept. 08 - $25,799 (p/t staff savings based on average $13.50/hr)
Utility savings $3,042
Total Savings $28,841

Kedron Hours Reduction

Closing at 9pm (vice 10) Monday -Friday & 7pm (vice 10) on Saturdays

			Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	
TOM	F.L.	P/T		5P - 10P	5P - 10P	5P - 10P		5P - 10P		Old Schedule
TOM	F.L.	P/T		5P - 9P	5P - 9P	5P - 9P		3P - 7P		New Schedule
BILLY	F.L.	P/T	4P - 10P		5P - 10P			9A - 6P		Old Schedule
BILLY	F.L.	P/T	5P - 9P		5P - 9P			9A - 6P		New Schedule
JARED	F.L.	P/T		5P - 10P		5P - 10P		5P - 10P	12:30P - 6P	Old Schedule
JARED	F.L.	P/T		5P - 9P		5P - 9P		3P - 7P	12:30P - 6P	New Schedule
JOE	C.S.R.	P/T	5P - 10P	5P - 10P	5P - 10P	5P - 10P	5P - 10P			Old Schedule
JOE	C.S.R.	P/T	5P - 9P	5P - 9P	5P - 9P	5P - 9P	5P - 9P			New Schedule
MARISOL	C.S.R.	P/T	5P - 10P					11A - 7P	12:30P - 6P	Old Schedule
MARISOL	C.S.R.	P/T	5P - 9P					11A - 6P	12:30P - 6P	New Schedule
DICK	MTC. 1	P/T		5P - 10P		5P - 10P		9A - 6P	12:30P - 6P	Old Schedule
DICK	MTC. 1	P/T		5P - 9P		5P - 9P		9A - 5P	1:30P - 5:30P	New Schedule
MICHAEL	MTC.2	P/T	4P - 9:30P		4P - 9:30P		4P - 9:30P	4P - 9:30P		Old Schedule
MICHAEL	MTC.2	P/T	5P - 9P		5P - 9P		5P - 9P	2:30P -6:30P		New Schedule

Net Hour Reduction: 8 facility hours, 25 man-hours
Savings Jan - Sept: $14,949
Utility Savings $1,440
Total Savings $16,389
Total Kedron &Lib $45,230

Leisure Services
FY 2009 Budget Reductions
11/14/2008

Dept.	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact	Recurring Impact?
Library						
	Staff & Utilities		$20,726	$20,726.00	Reduction of Operating Hours, Sunday (12:30 - 5:00 - 6 PT + SS/Med)	x
Recreation						
	Non-supporting Rec	6110-52-1330	$4,000	$4,000	Reduced Scope of Hometown Holiday	x
	Vinyl Fence purchase	6110-52-2290	$3,500	$3,500	Cancel replacing split rail w/white vinyl fence in parks	
	Paint Tennis Poles	6110-52-2290	$6,000	$6,000	Discontinue refurbishing tennis fences in parks	
	Metal dugout roofs	6110-52-2290	$3,000	$3,000	Discontinue refurbishing support structures, Braelinn	
	Bleacher Pads, Braelin	6110-52-2290	$5,000	$5,000	Discontinue refurbishing support structures, Braelinn	
	Advertising	6110-52-3300	$3,000	$3,000	Eliminate paid ads for programs/events	
	Aluminum tables	6110-53-1650	$2,000	$2,000	Discontinue replacing old wooden tables	
	Sm. Tools/Equip	6110-53-1650	$4,000	$4,000	Cancel purchase of wheelstops, park benches	
	Sealcoat Glen. Parking	6110-54-1260	$10,000	$10,000	Cancel resurfacing parking lot, will just restripe	
	Central Irr. Sys. Control	6110-54-1260	$20,000	$20,000	Cancel computerized irrigation monitor system	x
	Glen. BB/Tennis resurf.	6110-54-1260	$25,000	$25,000	Cancel resurfacing, tennis and basketball courts	
	Regravel parking lots	6110-54-1260	$20,000	$20,000	Reduce scope from full regravel, repair holes only	
	Park Benches/Tables	6110-54-1260	$7,000	$7,000	Cancel replacing old wooden benches, tables	
	Sports field Fencing	611054-1260	$40,000	$40,000	Cancel replacing, repairing sports field fencing	
	Curlex matting	6110-52-2140	$1,000	$1,000	Reduce purchase of erosion control matting	
	Outsource Topdressing	6110-52-2140	$15,000	$15,000	Cancel topdressing of baseball fields	x
	B'day Fireworks	6110-52-1320	$10,000	$10,000	Reduce scope of 50th Anniversary fireworks	
	Amp.Sandblast/paint	6110-52-2251	$15,000	$5,000	Cancel sandblast/paint amphitheater stage area	
	Amph A/C Repl	6110-52-2251		$3,000	Done in FY 2008	
	Restroom dryers/heaters	6110-52-2250	$4,800	$4,800	Cancel conversion to hand dryers, space heaters	
	Printing Rec Brochure	6110-52-3400	$2,000	$2,000	Reduce scope (color, # pages) of Rec Program catalog	x
	Crew Training	6110-52-3700	$2,000	$2,000	Cancel non-local training sessions	
	Goose control program	6110-52-1200	$2,500	$2,500	Cancel goose relocation program	
			$35,000	$35,000	Closing of Clover Reach Pool	x

Leisure Services
FY 2009 Budget Reductions
11/14/2008

Dept.	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact	Recurring Impact?
Kedron						
	Staff & Utilities		$15,866.00	$15,866	Reduction of Operating Hours, Saturday (7:00 - 10:00 - 2 PT + SS/Med), Sunday (12:30 - 6:00 - 3 PT + SS/Med)	x
	Wood Chips	6122-52-2140	$1,000	$1,000	Reduce replacement volume in landscape areas	
	Rep/Maint Bld	6122-52-2250	$2,000	$0	Cancel new bubble rubber seal	
	Motor Rewind/Impellor	6122-52-2200	$6,000	$6,000	Eliminate contingency for pool motor failures	
	Sm Tools/Equip	6122-53-1650	$2,569	$2,569	Cancel safety padding, folding tables, air hockey table	
	Kedron Capital Items	6122-54-1320	$30,000	$30,000	Cancel fence repairs, new bubble lights	
Leisure Services Total			$317,961	$308,961		$112,592

Non-recurring:	$196,369	$76,000

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-023

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025		Surplus Carryover		55,486
100-3210-53-1175		Operating Supplies		9,703
100-3210-53-1650		Small Tools & Equipment		18,860
100-3210-52-2250		Repair & Maintenance - Bldg		460
100-3210-52-2275		Repair & Maintenance - Vehicles		4,000
100-3210-52-2100		Cleaning Services		750
100-3210-52-1300		Technical Services		990
100-3210-53-1150		Office Supplies		532
100-3210-52-3200		Communications		3,000
100-3210-53-1725		Uniforms		6,391
100-3210-52-1200		Professional Services		750
100-3210-51-1300		Overtime Pay		10,050
		TOTAL	$ -	$ 110,972

Police department budget reductions. December 2 Workshop meeting.

ENTERED ____________

APPROVED ____________

Police Department
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact / Div Comments	Recurring Impact?
Police						
	Operating Supplies	3210-53-1175	$413.00	$413.00	SPRAY MARKING PAINT	
			$1,000.00	$0.00	GUN CLEANING SUPPLIES	
			$640.00	$640.00	ANTI-BACTERIAL SPRAY	
			$500.00	$0.00	EVIDENCE PROCESSING SUITS	
			$650.00	$650.00	EVIDENCE DRYING CABINET FILTER	
			$500.00	$500.00	BADGE HOLDERS	
			$7,000.00	$0.00	SIMMUNITIONS CONVERSIONS	
			$1,590.00	$0.00	SIMMUNITION ROUNDS	
			$1,500.00	$1,500.00	LESS LETHAL ROUNDS	
			$6,000.00	$6,000.00	DVD/RAM DISKS	
	Small Tools & Equip	3210-53-1650	$30.00	$30.00	BLUE FLASHLIGHT CONES	
			$2,000.00	$2,000.00	SHOT GUN RACKS	
			$500.00	$0.00	DIGITAL CAMERA ACCESSORIES	
			$100.00	$100.00	ANTI-PUTRIFICATION	
			$2,400.00	$2,400.00	.45 CAL GUNS	
			$1,650.00	$1,650.00	VIDEO SHOULDER MICS	
			$840.00	$0.00	FILING CABINETS (2)	
			$450.00	$450.00	JUMP N CARRY PRO 650	
			$1,600.00	$1,600.00	10HR HOLDING CELL VHS TAPES	
			$180.00	$180.00	JUMPER CABLES	
			$750.00	$750.00	50TH ANNIVERSAY PROMO ITEMS	
			$189.00	$0.00	LARGE BULLETIN BOARD	
			$2,250.00	$2,250.00	STOP STICKS	
			$1,880.00	$0.00	DIGITAL CAMERAS/SD FLASHCARD	
			$1,000.00	$0.00	METAL DETECTOR	
			$325.00	$0.00	REFLECTIVE TAPE	
			$4,000.00	$4,000.00	BREACHING TOOLS	
			$200.00	$200.00	SRT HEADSETS	
			$3,250.00	$3,250.00	TRANSMITTERS-MICS/MICS OLD/VCR	
	Rpr & Maint (Equip)	3210-52-2200	$800.00	$0.00	ALCO-SENSOR REPAIR	

Police Department
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact / Div Comments	Recurring Impact?
	Rpr & Maint (Bldg)	3210-52-2250	$160.00	$160.00	LIGHT FIXTURE REPLACEMENT	
			$300.00	$300.00	CEILING TILE REPLACEMENT	
	Rpr & Maint (Vehicle)	3210-52-2275	$4,000.00	$4,000.00	CAR WASH	x
	Cleaning Services	3210-52-2100	$750.00	$750.00	CARPET CLEANING	
	Education & Training	3210-52-3700	$2,000.00	$0.00	ICIAC TRAINING	
			$5,120.00	$0.00	RALEIGH CALEA CONFERENCE	
			$2,100.00	$0.00	GATLINBURG TRAINING	
	Technical Services	3210-52-1300	$990.00	$990.00	POWER DMS COST SAVINGS ONLY	
	Advertising	3210-52-3300	$2,800.00	$0.00	JOB FAIRS	
	Office Supplies	3210-53-1150	$500.00	$0.00	MINI DV CASSETTES	
			$532.00	$532.00	MISCELLANEOUS	
			$1,000.00	$0.00	THERMAL BINDING MACHINE SUPPLIES	
	Communications	3210-52-3200	$3,000.00	$3,000.00	GCIC MODEM LINE	
			$500.00	$0.00	REPLACEMENT PARTS/CELL PHONES	
	PIP	CARRYOVER	$60,000.00	$0.00	AFIS FINGERPRINT	
	Machinery & Equip	3210-54-2050	$9,000.00	$0.00	VIDEO SURVEILLANCE EQUIP	
	Uniforms	3210-53-1725	$3,141.00	$3,141.00	UNIFORMS	
			$3,250.00	$3,250.00	WINTER/SUMMER BIKE UNIFORMS	
	Professional Services	3210-52-1200	$750.00	$750.00	APPLICANTS POLYGRAPHS	x

Police Department
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact / Div Comments	Recurring Impact?
	Salaries	3210-51-1300	$4,050.00	$4,050.00	OVERTIME COMPENSATION	
			$12,000.00	$6,000.00	COURT OVERTIME PAY	x
	CURRENT OFFICER - ACTIVE MILITARY DUTY (FEB. 09 - SEPT. 09)	3210-51-1100	$6,029.00		REGULAR SALARIES(ACTIVE DUTY)	
		3210-51-1100	$2,445.00		BENEFITS (ACTIVE DUTY)	
			$8,474.00		COMBINED COST PER MONTH	
			$67,792.00	$0.00	TOTAL COST FEB 09 TO SEP 09	
	NEW OFFICER DEFFERED HIRE (HIRE DATE JUL 1, 09)	3210-51-1100	$26,919.00		SALARY/ MONTH OCT 08 - JUN 09	
		3210-51-1100	$14,877.00		BENEFITS/ MONTH OCT 09 - JUN 09	
			$41,796.00	$0.00	TOTAL COST HIRE DATE JUL 1, 09	
	NEW OFFICER DEFFERED HIRE (HIRE DATE SEPT 1, 09)	3210-51-1100	$29,910.00		SALARY/MONTH OCT 08 - JUL 09	
		3210-51-1100	$16,530.00		BENEFITS/ MONTH OCT 08 - JUL 09	
			$46,440.00	$0.00	TOTAL COST HIRE DATE AUG 1, 09	
Police Department Total			$316,158.00	$55,486.00		$10,750.00

Non-recurring: $44,736.00

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-024

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025		Surplus Carryover		141,200
100-4100-51-1300		Overtime		15,000
100-4100-51-various		Personnel Services		102,500
100-4100-52-3700		Education & Training		8,700
100-4100-53-1650		Small Tools & Equipment		15,000
		TOTAL	$ -	$ 282,400

Public Works department budget reductions. December 2 Workshop meeting.

ENTERED ____________

APPROVED ____________

Public Services
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact	Recurring Impacts?
Public Services						
	4100-51-1300	Overtime	$15,000	$15,000	No Overtime	
	4100-51-1100	Salaries	$102,500	$102,500	Reduce Landscaping Crew by (2) Maint Techs	x
	4100-52-3700	Education & Training	$8,700	$8,700		
	4100-53-1650	Small Tools & Equipment	$15,000	$15,000	Mower Replacement	
Public Services Total			$141,200	$141,200		$102,500

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-025

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025		Surplus Carryover		33,034
100-1511-52-1225		Profesional Svces. - Audit		21,000
100-1511-52-3700		Education & Training		3,500
100-1535-52-3700		Education & Training		1,000
100-various-52-3200		Communications		7,534
		TOTAL	$ -	$ 66,068

Financial Services budget reductions. December 2 Workshop meeting.

ENTERED ______________

APPROVED ______________

Financial Services
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact / Div Comments	Recurring Impact?
Financial Services						
	Citywide Phone Service		$7,534.00	$7,534.00	Capacity Reduction	x
	Annual Audit		$21,000.00	$21,000.00		x
	Education & Training		$4,500.00	$4,500.00	Incode Conference & General Trng	
	Postage		$500.00	$0.00	Email RFPs	
Financial Services Total			$33,534.00	$33,034.00		$28,534.00

Non-recurring: $4,500.00

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-026

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-38-9025		Surplus Carryover		88,878
100-7210-52-1200		Professional Services		52
100-7210-52-2275		Repairs & Maintenance - Veh		288
100-7210-52-3400		Printing & Binding		1,000
100-7210-52-3500		Travel		50
100-7210-3600		Dues & Fees		30
100-7210-52-3700		Education & Training		2,000
100-7210-53-1650		Small Tools & Equipment		300
100-7210-53-1725		Uniforms		675
100-7450-51-various		Personnel Services		50,911
100-7450-52-2200		Professional Services		26
100-7450-52-2275		Repairs & Maintenance - Veh		288
100-7450-52-3400		Printing & Binding		1,000
100-7450-52-3600		Dues & Fees		180
100-7450-52-3700		Education & Training		299
100-7450-53-1650		Small Tools & Equipment		300
100-7410-52-1200		Professional Services		6,220
100-7410-52-2275		Repairs & Maintenance - Veh		72
100-7410-52-3400		Printing & Binding		3,500
100-7410-52-3450		Postage		500
100-7410-52-3700		Education & Training		2,225
100-7410-53-1175		Operating Supplies		50
100-7410-53-1650		Small Tools & Equipment		500
100-7410-53-1725		Uniforms		280
100-1575-52-1200		Professional Services		16,060
100-1575-52-2275		Repairs & Maintenance - Veh		72
100-1575-52-3700		Education & Training		500
100-1575-53-1180		Computer Supplies		1,500
		TOTAL	$ -	$ 177,756

Developmental Services budget reductions. December 2 Workshop meeting.

ENTERED ____________

APPROVED ____________

Developmental Services
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact	Recurring Impact?
Building Department						
	7210-52-1200	Professional Services				
		Flu Shots	$40.00	$40.00	Two employees did not have flu shot in 2008. MVR fee for employee transferred to Stormwater.	
		MVR	$12.00	$12.00		
	7210-52-2275	Repairs & Maintenance Vehicles				
		Car Wash	$288.00	$288.00	Vehicles can be washed at Public Works.	x
	7210-52-3400	Printing & Binding				
		Trade Permits, Notices, etc.	$1,000.00	$1,000.00	Due to decrease in construction, should not have to reproduce as many permits and notices.	
	7210-52-3500	Travel				
		Parking - Meetings in Atlanta	$50.00	$50.00	Cut back on meetings/training in Atlanta.	
	7210-52-3600	Dues & Fees				
		West GA Inspectors Association	$30.00	$30.00	Fee for employee transferred to Stormwater	
	7210-52-3700	Education & Training				
		Annual ICC Code Enforcement Mtg.	$1,000.00	$1,000.00	Building Official does not pay registration to ICC Public Hearing Conference since he is President of BOAG. One inspector will not attend Annual Education Conference.	
		Georgia State Hearings	$1,000.00	$1,000.00		
	7210-53-1650	Small Tools & Equipment				
		Hard Hats	$300.00	$300.00	No impact, was a duplication from the Uniforms budget.	x
	7210-53-1725	Uniforms				
		Safety Boots	$100.00	$100.00	Uniforms for employee transferred to Stormwater	x
		Uniform Shirts, Trousers, etc.	$500.00	$500.00		
		Hard Hats	$75.00	$75.00		
Building Department Total			$4,395.00	$4,395.00		$688.00

Developmental Services
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact	Recurring Impact?
Code Enforcement						
	7450-51-1100	Regular Salaries = Benefits			Position Vacant - not to be filled	
		Code Enforcement Position (1)	$50,911.00	$50,911.00		x
	7450-52-2200	Professional Services				
		Flu Shot	$20.00	$20.00		x
		MVR	$6.00	$6.00		x
	7450-52-2275	Repairs Maintenance - Vehicles			Wash at Public Works.	
		Car Wash	$288.00	$288.00		x
	7450-52-3400	Printing & Binding				
		Landlord Training	$1,000.00	$1,000.00	Manuals to be printed in house.	x
	7450-52-3600	Dues and Fees				
		ICC Exam Fees	$180.00	$180.00	Deferred until position is filled.	x
	7450-52-3700	Education and Training				
		Landlord and Tenant Class	$299.00	$299.00	Deferred until future date.	x
	7450-53-1650	Small Tools & Equipment				
		Digital Camera	$300.00	$300.00	Deferred until future date.	x
Code Enforcement Total			$53,004.00	$53,004.00		$53,004.00

Developmental Services
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact	Recurring Impact?
Engineering						
	1575-52-1200	Professional Services				
		Geotechnical Services	$5,000.00	$5,000.00	City Engineer does not anticipate using in FY09	
		Engineering Studies	$5,000.00	$5,000.00		
		Flu Shots Tower Inspection	$60.00 $6,000.00	$60.00 $6,000.00	Employees did not receive flu shots Completed in FY08	
	1575-52-2275	Repairs & Maintenance Vehicles				
		Car Wash	$72.00	$72.00	Wash at PW	x
	1575-52-3700	Education & Training				
		City Engineer Training Class	$500.00	$500.00	Defer until next year	
	1575-53-1180	Computer Supplies				
		New Turning Movement Software	$1,500.00	$1,500.00	Work can be done by hand. Defer software purchase until future date.	x
Engineering Total			$18,132.00	$18,132.00		$1,572.00

Developmental Services
FY 2009 Budget Reductions
11/2008

Department	Item	Line Item	Division Proposed Cut	CM Approved Cut	Budget Impact	Recurring Impact?
Planning						
	7410-52-1200	Professional Services				
		Arborist Service	$1,200.00	$1,200.00	Can be done in-house instead of outsourcing.	x
		Flu Shot	$20.00	$20.00	Employee did not receive flu shot	
		Drafting Services	$5,000.00	$5,000.00	Can be done in-house instead of outsourcing.	x
	7410-52-2275	Repairs & Maintenance Vehicles				
		Car Wash	$72.00	$72.00	Wash at PW	x
	7410-52-3400	Printing & Binding				
		Comprehensive Plan Printing	$2,500.00	$2,500.00	Can be done in-house instead of outsourcing.	x
		Miscellaneous Printing	$500.00	$500.00	Can be done in-house instead of outsourcing.	x
		Comprehensive Plan - Public Mtg.	$500.00	$500.00	Reduction of printings for mailing for future	x
	7410-52-3450	Postage				
		Miscellaneous Postage	$500.00	$500.00	Reduction in projects will lessen requirements	
	7410-52-3700	Education & Training				
		Arc View Training Course	$700.00	$700.00	Deferred to later date	
		ASLA Seminars	$875.00	$875.00	Not required. CLA eared CE credits in FY08	
		ARC Workshops	$500.00	$500.00	ARC has not defined training or seminars.	
		Staff Meeting Training Supplies	$150.00	$150.00	Share Engineering supplies.	
	7410-53-1175	Operating Supplies				
		Flagging/Marking Paint	$50.00	$50.00	Deferred to later date	
	7410-53-1650	Small Tools & Equipment				
		Miscellaneous Small Tools	$500.00	$500.00	Deferred to later date	
	7410-53-1725	Uniforms				
		Rainsuits	$80.00	$80.00	Deferred to later date	
		Safety Boots	$200.00	$200.00	Deferred to later date	
Planning Total			$13,347.00	$13,347.00		$9,772.00

$88,878.00

Non-recurring: $23,842.00 Recurring: $65,036.00

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 09-027

DATE December 18, 2008

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
359-1505-54-1412	xxx	Economic Development Project	50,000	
359-1511-54-0049	xxx	PIP Contingency		50,000
		TOTAL	$ 50,000	$ 50,000

Budget adjustment to transfer funds from 2009 PIP Contingency to a pending economic development project as discussed at the December 2, 2008, workshop.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Financial Services Director** **Assistant Financial Services Director** **Developmental Services Director** **City Planner**
FROM:	**City Engineer**
DATE:	**December 11, 2008**
SUBJECT:	**Signal Application for Line Creek Drive and State Route 54** ***December 18, 2008, City Council Meeting***

Recommendation:

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

Discussion:

The Thomaston District Office of the Georgia Department of Transportation (GDOT) has reviewed and approved the traffic impact study and the signal plans for a stop and go signal at the aforementioned intersection. The next step in the process is to have the local municipality sign a signal application requesting the signal and agreeing to pay for the installation and electricity/telephone costs.

The City of Peachtree City has entered into a development agreement with Ram Development for the signal. In the agreement Capital Cities Development Partners, LLC will pay for the design and installation of the signal. The agreement also states that the City of Peachtree City shall not oppose the installation of the signal under paragraph 14 (copy attached).

Budget Impact:

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

Attachments:
- Signal Application
- Development Agreement

cc: City Engineer
Public Services Director

Department of Transportation
State of Georgia
Thomaston District Office
115 Transportation Blvd
Thomaston, GA 30286

December 3, 2008

David A. Borkowski, P.E.
City Engineer
City of Peachtree City
153 Willowbend Road
Peachtree City, Georgia 30269

RE: Signal Application

Mr. Borkowski:

Attached is a signal application for a stop and go signal for the intersection of State Route 54 and Line Creek. Please have all three copies executed and returned to this office for further handling.

If you have questions, please contact Mike England at 706-646-6678.

Sincerely,

Mike England
District Traffic Operations Engineer

ME/bs
enclosure

D.O.T. 401
8-98

Distribution:
White – Applicant
Yellow – State Traffic Engineer
Pink – District Traffic Engineer

Do Not Write In This Space
Application No. ________________
Permit No.______________________

DEPARTMENT OF TRANSPORTTION
STATE OF GEORGIA

REQUEST FOR TRAFFIC SIGNAL

To the Georgia Department of Transportation:

The City of Peachtree City in Fayette County hereby request approval for the use of a traffic signal at the location described below:

LOCATION

Local Street names: SR 54 at Line Creek Road

State Route Numbers: 54 at Line Creek Road

TYPE SIGNAL

☒ Stop and Go ☐ Flashing Beacon ☐ School Beacon ☐ Other

CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

COST OF OPERATION

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the cost for the purchase, installation and maintenance of the signal if approved.

INSPECTION AND APPROVAL

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

RIGHT TO REVOKE

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

This the ______ day of ________________ 19__

Attest: By: ____________________________________

________________________________ Title: ____________________________________
Clerk

Doc ID: 007747770008 Type: GLR
Filed: 03/18/2008 at 02:00:00 PM
Fee Amt: $24.00 Page 1 of 8
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court
BK 3371 PG 308-315

AFTER RECORDING RETURN TO:

THEODORE P. MEEKER, III
DAVIS & MEEKER, LLC
6631 WATSON STREET
UNION CITY, GEORGIA 30291

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by Capital City Development Partners, LLC and its successors and assigns ("Developer") and the City of Peachtree City, Georgia ("City") to provide for the orderly development of the property more particularly described as Exhibit "A" which is incorporated herein by express reference ("Property").

Whereas, Developer submitted to the City a request for abandonment and proposal to purchase a certain right-of-way known as Line Creek Circle and most of the right-of way known as Line Creek Drive (together "Right-of-Way") which have ceased to be used by the public to the extent that they no longer serve a substantial public purpose and anticipate submitting a proposal to develop the Property according to the City's GC zoning, the request for abandonment and purchase having been approved by the City Council on February 13, 2008 under certain terms and conditions; and,

Whereas, it is the intent of this Agreement to finalize the terms of Right-of-Way abandonment, certain of the development conditions, restrictions, and all conditions to which the parties have agreed as of this date.

Now Therefore, in exchange of the mutual promises and considerations contained herein and for other good and valuable consideration, the parties agree the Right-of-Way abandonment is approved and said approval is conditioned further as follows:

1. The Developer agrees that the restrictions and conditions contained herein are binding on its successors-in-title to the real property, any other entities by which the property owner shall be known, all assigns, successors-in-interest to the development, and any entity taking possession of this development.

2. This Development Agreement shall be recorded in the Deed Records of the Clerk of the Superior Court of Fayette County, Georgia, so as to apprise any successors-in-title of this Development Agreement.

3. The Developer agrees that nothing contained in this Agreement shall obviate the requirement that the Developer comply with all city ordinances, building codes, and development standards. Any plans submitted by the Developer shall be submitted to the City in accordance with the City's established plan review process under the terms of applicable city ordinances. With respect to all these requirements, the City will not unreasonably withhold approval of Developer's plans.

4. The Developer agrees to include the restrictions and covenants contained herein on any and all deeds the Developer signs to transfer said Property or otherwise to reference this deed restriction on any forms of conveyance. If Developer fails to include said restrictions and covenants, the City shall have the option to file said restrictions and covenants in the chain of title of said Property so the restrictions and covenants will run with the land.

5. All Parties agree that this Agreement is entered into voluntarily and that all parties will incur their own legal expenses.

6. In the event an ambiguity exists in the interpretation or implementation of this Agreement, the parties will first look at the Agreement itself to clarify such ambiguity. In the event the ambiguity is still not resolved, the parties will next look to the GC zoning ordinance, and then, if necessary, to the rules, regulations and other ordinances of the City. In the event of a conflict between the provisions of this Agreement and the regulations of the GC zoning ordinance, the most restrictive regulation shall apply.

7. Developer shall cause the Right-of-Way to be appraised by a qualified appraiser acceptable to both the City and Developer. All costs associated with the appraisal shall be paid by the Developer. Developer shall pay to the City the appraised value of the Right-of-Way which in no case shall be less than Five Hundred Thousand ($500,000.00) Dollars. If the appraised value for the Right-of-Way exceeds Five Hundred Thousand Dollars, Developer shall transfer to the City a portion of the western edge of the Property which abuts the City's property known as Line Creek Nature Preserve. The portion of Property to be so transferred shall equal in value the amount the abandoned Right-of-Way which exceeds Five Hundred Thousand Dollars. Developer shall pay said sum to the City within

fifteen (15) days of approval of the final site plan for the first phase of development on the Property or the sale of any portion thereof. In the event that a final site plan is not approved within five (5) years of the date of this Agreement, Developer shall quitclaim any interest it has in the Right-of-Way to the City and the City shall quitclaim to Developer all of the property it may have acquired under the terms of this paragraph.

8. The Developer shall prepare a plat of the Property that combines all parcels currently platted as individual parcels into a single parcel. Said plat shall be submitted to city staff for review and approval and recorded in the Fayette County Tax Assessor's Office prior to submittal of a conceptual site plan. Should any portion of the overall tract be subdivided and sold for development, a subdivision plat must be prepared and recorded prior to submittal of a conceptual site plan for that particular tract of land. Appropriate setbacks shall incorporated into each parcel in accordance with city ordinances.

9. The Developer shall prepare a conceptual site plan for the Property in accordance with the city's established site plan review process. It is understood the proposed development would require a Special Use Permit as identified by city ordinance and, further, there is no guarantee the city will ultimately grant such Special Use Permit except for the buildings approved in sub-paragraph (b) below.

At a minimum, the conceptual site plan shall contain the following:

(a) The total square footage for all buildings on the site shall not exceed 175,000 SF.

(b) No more than three (3) buildings with single tenants or occupants may exceed 32,000 SF of enclosed space, with a maximum of 50,000 SF for any single tenant or occupant..

(c) No freestanding restaurant with a drive-thru window for pick-up of food or drink orders shall be allowed on the Property; provided that this restriction shall not prohibit a freestanding restaurant from maintaining designated parking areas for patrons to pick up food orders "to go" and further provided that this restriction shall not prohibit a coffee shop. As used herein, the term "coffee shop" shall mean a small restaurant in which coffee and light snacks and other drinks are served.

(d) No business whose primary business is the sale of gasoline or diesel shall be allowed on the Property.

(e) The minimum number of vehicular parking spaces required for the total square footage of all buildings on the Property shall be provided in accordance with city ordinances. Shared parking shall be encouraged.

(f) Stormwater detention shall not be permitted within the 30' landscape buffer adjacent to SR 54.

(g) Golf cart parking spaces shall be provided throughout the development in close proximity to the entrance to each tenant space.

(h) A vegetated buffer measuring no less than 50 feet in width shall be provided along the entire length of the southern property boundary adjoining Cardiff Park. Any portion of this buffer that does not contain vegetation shall be replanted to provide a dense cover of trees. Said buffer shall be dedicated to the City as greenbelt prior to submittal of the final site plan. Appropriate building and parking setbacks in accordance with city ordinances shall be established from the original property boundary; however, in no event shall the building setbacks be less than 75 feet from the current property boundary.

10. In addition to the conceptual site plan, the following documents shall be prepared and submitted along with the conceptual site plan review package:

(a) A schematic site lighting plan for the overall site that is prepared in accordance with the city's lighting ordinance and the SR 54 West Design Guidelines.

(b) A schematic landscaping plan for the overall site that is prepared in accordance with the city's landscape ordinance and the SR 54 West Design Guidelines. All canopy trees shall be no less than 6" in caliper.

(c) A schematic stormwater management plan for the overall site that is prepared in accordance with the city's stormwater ordinance.

(d) Schematic elevations of all buildings, including exterior materials and color selections, that is prepared in accordance with the SR 54 West Design Guidelines.

(e) A schematic site amenities plan that is prepared in accordance with the SR 54 West Design Guidelines. Said plan shall identify public seating areas, public spaces with fountains, hardscape features and integrated pedestrian walkways.

(f) A schematic pedestrian circulation plan that identifies pedestrian movement, locations of crosswalks and entry features to buildings and individual tenant spaces.

(g) A schematic multi-use path circulation plan, identifying locations of multi-use path connections, parking areas and potential charging stations. At a minimum, the plan shall include a 10' wide multi-use path spanning the entire frontage of the Property abutting SR 54 and a separate path connection extending from the SR 54/Planterra Way intersection to the Peachtree City Tennis Center.

11. The Developer shall agree to the following:
    (a) Should retaining walls be required at the rear of the site to accommodate a change in grade, said walls shall be constructed of earthen fill gabion baskets and planted to create a vegetated wall.
    (b) No disturbance shall be permitted within the city-owned tract to the west (Line Creek Nature Area).
    (c) Once clearing and grading is complete and the buildings are under construction, the city landscape architect shall review the eastern property boundary to determine if additional plant material is necessary in order to screen views of this development from Planterra Way.
    (d) Sound baffles shall be installed on all roof-top mechanical equipment facing Cardiff Park.
    (e) Delivery trucks shall be restricted from making deliveries between the hours of 8:00PM and 8:00AM.
    (f) An outdoor sound system shall be provided throughout the development that provides music. Said outdoor sound system shall be equal to or similar to that currently provided at the Avenue.

12. The Developer shall work in good faith with the Planterra Homeowners Association, the Cardiff Park Homeowners Association and the city landscape architect to develop a landscape plan for the east and west sides of the Planterra Way entrance, which shall include an underground irrigation system. The Developer shall install the agreed upon landscaping and irrigation at no cost to the City or the individual Associations.

    This condition is contingent on the City and the individual HOA's entering into an agreement for the perpetual maintenance of said landscaping and irrigation. It is understood the City shall not maintain these improvements.

13. There shall be no internal road connection between the Property and Planterra Way. By agreeing to this condition, the City recognizes this is a modification to the approved SR 54 West Master Plan. The City shall adopt a modification to this plan eliminating this requirement.

14. The Developer, at his own option and expense, may request approval from the Georgia Department of Transportation (GDOT) for the installation of a traffic signal at the entrance to the

development from SR 54. Said signal shall be installed on decorative poles and mast arms identified within the SR 54 West Design Guidelines. The cost of the signal warrant analysis, construction plans, equipment, lane improvements and installation shall be the sole responsibility of the Developer. The City shall not oppose the installation of such a traffic signal. The City and the Developer shall cooperate and work together with the GDOT for the abandonment of the right-of-way currently known as Line Creek Drive owned by the State of Georgia or GDOT. Developer shall reimburse the City for any and all costs associated with such abandonment.

15. As of this date, there is no plan which has been approved by the City for the Property. Accordingly, any such plan must be reviewed and approved in accordance with existing city ordinances. Nothing in this agreement shall preclude City Staff, the Planning Commission and/or City Council from imposing additional conditions on the development of the Property in accordance with the City's established plan review process.

16. Developer covenants that it will not at any time make any claim or demand, nor sue nor commence, nor prosecute, nor cause or allow to be prosecuted in its name any action at law or in equity against City regarding the restrictions contained in Section 1006 of the Peachtree City Zoning Ordinance including, without limitation, any challenges to the size restrictions on structures located within the GC Zoning District provided the City does not apply any restrictions which are more severe or limiting than those set forth in this Agreement and provided further that the City acts according to the requirements set forth in the ordinance, the law, and the Georgia and federal constitutions. Developer fully understands that this covenant not to sue may be pleaded as a complete defense to any action that may be brought against City with respect to such issues.

17. **COVENANTS RUNNING WITH THE LAND.** The terms and conditions of this Agreement shall be binding upon the Developer and its successors in title and shall run with the title to the Property identified herein.

18. **DATE OF EFFECTIVENESS OF THIS AGREEMENT.** This Agreement shall be effective between the parties, their successors and assigns, immediately upon execution of this Agreement by all parties hereto.

19. **PREVIOUS WRITTEN AND ORAL STATEMENTS.** All previously written or transcribed plans, documents, letters, notes, minutes,

and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties.

20. **AMENDMENT AND MODIFICATION OF AGREEMENT.** This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions, or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City and the Developer, or the Developer's assigns and successors in title to the remaining undeveloped portion of the above described Property.

21. **BINDING EFFECT.** This Agreement shall be binding upon the undersigned, their heirs, administrators, executors, successors, and assigns.

22. **NOTICES.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at the address set forth below, or transmitted by facsimile to the facsimile number set forth below with hard copy sent within three (3) days thereof by one of the other approved methods of delivery. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or courier delivery or facsimile transmission or on the third (3rd) day following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address or facsimile number hereunder.

If to the City: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269
Attn: City Manager

If to the Developer: Mr. Doug McMurrain
Capital City Development Partners, LLC
P.O. Box 4939
Edwards, CO 81632

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this 13th day of February, 2008.

CITY OF PEACHTREE CITY, GEORGIA

By: Harold Logsdon
Harold Logsdon, Mayor

ATTEST:

City Clerk

(SEAL)

PEACHTREE CITY INCORPORATED GEORGIA 1959 SEAL

Sworn to and subscribed before me this day of February, 2008.

Pamela P. Dufresne
Notary Public

PAMELA P. DUFRESNE
MY COMMISSION EXPIRES 4/30/10
FAYETTE COUNTY, GEORGIA
NOTARY PUBLIC

CAPITAL CITY DEVELOPMENT PARTNERS, LLC (Developer)

Witness

By:
Doug McMurrain, Managing Member (SEAL)

Sworn to and subscribed before me this 25th day of February, 2008.

Notary Public

Richard P. Lindsay
Notary Public, Fayette County, Georgia
My Commission Expires March 2011

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council**
VIA:	**Bernard McMullen, City Manager**
From:	**H. C. "Skip" Clark II, Chief of Police**
Date:	**December 11, 2008**
Subject:	**Request for Approval of Fayette County Drug Suppression Task Force Agreement**
	December 18, 2008 City Council Agenda

Recommendation:

It is staff's recommendation that the Mayor and City Council approve the attached interagency agreement submitted by the Fayette County Drug Suppression Task Force.

Discussion:

At the federal, state, and local levels we have made numerous efforts and initiatives in order to combat illegal drugs and their associated crimes. As a result of these initiatives a number of jurisdictions around the country have created and have been successful using a multi-jurisdictional drug task force. Many of the law enforcement agencies within Fayette County have participated in the Fayette County Drug Suppression Task Force for over fifteen years. This task force has worked closely with surrounding jurisdictions in combating crime and has been very successful in accomplishing drug/narcotics interdiction in our county as well as other counties throughout the State of Georgia. In fact, from 1992-1997 the Peachtree City Police Department was an active member of this task force; however, due to manpower constraints and other law enforcement priorities, we were unable to continue our participation.

In March 2008, during City Council Retreat, the police department's staff addressed our lack of involvement in the Fayette County Drug Suppression Task Force and identified our participation as a major priority for the next fiscal year. Since then, the police department has met with key task force stakeholders along with the Sheriff's Office on numerous occasions in order to once again be part of the Fayette County Drug Suppression Task Force. As a result, the police department is seeking approval from the Mayor and City Council to enter into a contractual agreement with the members of the

Fayette County Drug Suppression Task Force. The purpose for entering into this agreement is to accomplish a mutual goal of drug suppression and interdiction through cooperative alliances between the Fayette County Sheriff's Department, Fayetteville Police Department, Tyrone Police Department and, if approved, Peachtree City Police Department. If this agreement is approved, the police department will assign an officer to the Task Force as soon as possible.

Budget Impact:

The approval of this recommendation should not have a budgetary impact on Fiscal Year 2009 other than the current salary and benefits of one officer. The officer assigned to the Fayette County Drug Suppression Task Force will be selected from the police department's 2009 authorized strength. Future budgetary impacts will include the officer's salary and benefits package as well as any overtime accrual. The budgetary impact will be determined based on the officer's rank and pay grade.

Attachment

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and executed this ______ day of ______________, 2008, by and among the Sheriff of Fayette County (hereinafter referred to as "Sheriff"), and each of the duly incorporated municipalities signing this Agreement, each acting by and through its Mayor and Council (hereinafter referred to as "Participating Agency" or "Participating agencies").

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia provides that the state, or any institution, department or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding fifty (50) years with each other or with any other public agency, public corporation, or public authority for joint services; and

WHEREAS, pursuant to the authority of the Constitution of the State of Georgia, Article 9, Section 2, Paragraph 3, and O.C.G.A. §36-69-1 *et seq.*, political subdivisions within the state are allowed to render mutual aid and assistance extraterritorially in the event of a local emergency, in the prevention or detection of violations of any law, or in the apprehension or arrest of any person who violates a criminal law; and

WHEREAS, the parties to this Agreement declare that a local emergency, as defined in O.C.G.A. §36-69-1, exists and that the sale, exchange and use of illegal drugs render unsafe conditions to the people and property of each political subdivision hereof; and

WHEREAS, the parties hereto declare that the prevention or detection of violations of the drug laws of the state and the apprehension and arrest of those violators may be beyond the control of the services, personnel, equipment and facilities of each individual law enforcement agency hereof.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1.

Within the Fayette County Sheriff's Office is the Fayette County Sheriff's Tactical Narcotics Team. This unit operates exclusively within and under the sole authority of the Sheriff. However, under the direction of the Sheriff, Participating Agencies will be allowed to participate in the Fayette County Sheriff's Tactical Narcotics Team (hereinafter referred to as the "Sheriff's Tactical Narcotics Team"), pursuant to O.C.G.A. §36-69-1 *et seq.*, for the purpose of interjurisdictional enforcement of criminal statutes relating to and prohibiting the sale, exchange or use of narcotics and other illegal drugs.

2.

An Advisory Board for the Sheriff's Tactical Narcotics Team shall be established under this Agreement. The Advisory Board shall consist of the Sheriff or his designee, who will be named as Chairman and the Chiefs of Police, or a law enforcement designee for each of the Participating Agencies. The Advisory Board shall meet at least quarterly, and for any other special purpose or at any other time as requested and deemed advisable by the Sheriff. The Sheriff will consider and accept all recommendations and requests for Tactical Narcotics Team investigations; however all decisions regarding investigations will be made by the Sheriff, the Tactical Narcotics Team Commander and the Tactical Narcotics Team Group Supervisor.

3.

The Sheriff's Tactical Narcotics Team shall be composed of those deputies appointed by the Sheriff and those law enforcement officers nominated by the Participating Agencies and approved by the Sheriff (hereinafter "Team Members"). All Team Members will be deputized by the Sheriff and will operate under the authority granted by the Sheriff. Upon being deputized, the Participating Agency shall provide a bond for the Team Member as required by law for all sheriff's deputies in the State of Georgia. All Team Members shall abide by those Standard Operating Procedures utilized by the Fayette County Sheriff's Office (hereinafter referred to as "S.O.P."). All lawful actions taken by the Team Members shall be considered taken pursuant to those lawful police powers delegated to each political subdivision by operation of law and by the authority delegated by the Sheriff. All officers, employees and agents granted authority by the Sheriff shall, upon the reassignment of such officers, have this delegation of authority terminated.

4.

The services performed and investigative expenditures made under this Agreement shall be deemed for public and governmental purposes. All immunities from liability enjoyed by each City, and by the Fayette County Sheriff, within its respective boundaries shall extend to its participation in rendering aid under this Agreement outside of its respective boundaries, unless otherwise provided by law.

5.

The Sheriff's Tactical Narcotics Team Commander and Group Supervisor shall be appointed by the Sheriff. The duties of the Sheriff's Tactical Narcotics Team Commander and Group Supervisor shall be outlined by the S.O.P., and may be revised and redefined as the Sheriff deems appropriate.

6.

Each participating agency shall nominate a law enforcement officer to be made a Team Member. Upon approval by the Sheriff of the nominee, said nominee will be deputized by the Sheriff prior to becoming a Team Member. The Sheriff reserves the right to withhold deputizing any person for any reason whatsoever. Should the Sheriff withhold deputizing any nominee, the Participating Agency shall nominate another law enforcement officer for consideration. The Sheriff shall not be the "employer" of any individual assigned as a Team Member by a Participating Agency Except as otherwise stated herein or in the S.O.P., Team Members shall be subject to the personnel rules and procedures adopted by the respective Participating Agency assigning said Team Member. At the order of the Sheriff and at his sole discretion, assignments to the Sheriff's Tactical Narcotics Unit may be terminated without cause.

7.

All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits which apply to the personnel of each Participating Agency when performing their respective functions within the boundaries of that political subdivision shall apply to such officers, agents or employees to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

8.

The Fayette County Sheriff's Office shall be responsible for providing all equipment. However, any Participating Agency which furnishes any equipment which has been approved for use by the Sheriff, pursuant to this Agreement shall bear the loss or damage to such equipment and shall pay any expense incurred in the operation and maintenance thereof.

9.

Salary, overtime, compensatory time, and benefits of their respective employees who are participating in the Sheriff's Tactical Narcotics Team will be the sole responsibility of the Participating Agencies. Each Participating Agency furnishing personnel pursuant to this Agreement shall compensate its employees during the time of rendering of such service and shall defray the actual travel and maintenance expenses of such employees while they are rendering such service. Such compensation shall include any amounts paid or due for compensation due to personal injury to or death of any employee while such employee is engaged in Sheriff's Tactical Narcotics Team duties.

10.

The Sheriff's Tactical Narcotics Team will apply for condemnation in accordance with state and federal condemnation laws for all assets seized. Non-monetary assets i.e.: vehicles awarded to the Fayette County Sheriff's Tactical Narcotics Team will be divided upon the recommendation for use by the Sheriff's Tactical Narcotics Team Commander and the Sheriff. If the Sheriff's Tactical Narcotics Team Commander and the Sheriff recommend that the vehicle awarded is not to be placed into service, it will then be sold and the proceeds derived from the sale will be divided as this Agreement provides. After a vehicle that was awarded is removed from service it will then be sold and the proceeds derived from the sale will be divided as this Agreement provides.

11.

Assets seized by Participating Agencies with no Sheriff's Tactical Narcotics Team involvement will be shared at the discretion of the Participating Agency. However, assets which are initially seized by a Participating Agency, but follow-up investigation by the Sheriff's Tactical Narcotics Team is necessary to the successful prosecution of the seized assets, will be shared as this agreement provides. All Participating Agencies agree that all assets seized by the Sheriff's Tactical Narcotics Team shall be shared as provided in this Agreement as between the Sheriff and Participating Agencies. The Participating Agencies agree not to make any claims for any share of said seized assets outside of the terms of this Agreement

12.

Nonparticipating law enforcement agencies that are entitled by law to any share of asset proceeds will be awarded their share as agreed upon by the Sheriff, the Sheriff's Tactical Narcotics Team Commander, and the non-participating law enforcement agency head before assets are divided as stated below.

After disbursement to non-participating law enforcement agencies, the first thirty-five percent (35%) of all assets will be awarded to the Fayette County Sheriff's Tactical Narcotics Team to provide funding of the day to day operations for this unit. The remainder of assets will be divided as follows: Each Participating Agency will receive twenty percent (20%) of the remaining assets with the Sheriff receiving the remaining funds, provided that there are no more than four Participating Agencies.

Asset checks will be issued and dispersed to the Participating Agencies. These monies will be used exclusively for the enhancement of law enforcement as described in the Guide to Equitable Sharing of Federally Forfeited Property, as may be amended from time to time. Each Participating Agency represents that it understands the terms of the Guide to Equitable Sharing of Federally Forfeited Property and that all funds received pursuant to this Agreement will be spent in strict accordance with same. Should any Participating Agency fail to comply with the Guide to Equitable Sharing of Federally Forfeited Property, any funds that have been spent outside of said Guide shall be refunded to the Fayette County Sheriff. Should the Fayette County Sheriff be forced to take legal action to retrieve any funds, the Participating agency shall be liable for all attorney's fees and costs associated with said action. The right of the Sheriff to seek recovery of any funds spent contrary to this Agreement shall survive termination of this Agreement.

Law enforcement agencies of the participating Cities will adhere to and ensure that the participating Cities remain in good standing with all local, state and federal agencies. Participating Agencies must maintain an up to date Equitable Sharing Agreement and any other paperwork as required by the federal government for the purpose of receiving forfeiture and/or reimbursement monies.

Any amounts received exceeding the amount allowed by law to be awarded to any particular law enforcement agency will be awarded according to Georgia State Law and the Guide to Equitable Sharing for Federally Forfeited Property.

13.

If participation in or the entire agreement is terminated, the property that has been seized and not yet awarded and distributed shall, when civil disposition is concluded, be divided and distributed according to the provisions of this Agreement.

14.

If, at any time a participating Cities law enforcement agency's expenditures of forfeiture monies or acceptance within the federal reimbursement programs is not in compliance, monies are misappropriated, monies are co-mingled with other funds, the supplantation of law enforcement budgetary funds occurs, or any other violation of the Guide to Equitable Sharing of Federally Forfeited Property or the federal reimbursement agreements will result in termination of this Agreement by the Sheriff which will include termination of participation within the Sheriff's Tactical Narcotics Team.

15.

The Sheriff shall be responsible for all press releases. With the Sheriff's approval, Advisory Board members may participate and/or advise on press releases.

16.

If, during the performance of duties pursuant to this Agreement, personal injury, death, or property damage or loss occurs outside of the territorial limits of the City or County employing the officer or officers responsible or allegedly responsible for such incident, the City or County employing such officer or officers shall be responsible for the defense of itself and its personnel, and shall be solely liable for all legally determined damages that are awarded as a result of the acts or omissions of the City or County and its employees, regardless of where any such acts or omissions take place. The Sheriff agrees to obtain sufficient insurance coverage for all vehicles used by the Sheriff's Tactical Narcotics Team in conducting Sheriff's Tactical Narcotics Team duties, in the minimum amount of $500,000 for bodily injury and property damage. Each City and County agrees to obtain sufficient insurance coverage for their own personnel that are members of the Sheriff's Tactical Narcotics Team in the amounts set out hereunder.

Such insurance coverages shall insure both the City or County and its personnel and shall include, but not be limited to, worker's compensation insurance in the statutorily prescribed amounts, and liability insurance covering false arrest, false imprisonment and claims under civil rights statutes, with a limit of liability of not less than $1,000,000.00 for any such damage sustained by any one person during any one wrongful act, and a limit of liability of not less than $2,000,000.00 aggregate for any such damages sustained by two or more persons in any one such wrongful act.

18.

This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right or action under any provision hereunder whatsoever for any cause, claim, assertion or benefit.

19.

Additional agencies may become parties to this Agreement upon acceptance and execution of this Agreement and upon approval of the Sheriff.

20.

The term of this Agreement shall commence on __________ _______, 2008, and shall continue until termination is declared by the Sheriff, at his sole discretion, and only after providing the Participating Cities and their law enforcement agencies with a thirty (30) day advance written notice of his intention to terminate the Agreement. The obligations to participate in the Sheriff's Tactical Narcotics Team under the terms of this Agreement may also be terminated by any Participating Agency after giving written notice at least thirty (30) days in advance to the other parties, or as otherwise agreed upon by the Sheriff.

Termination by any single Participating Agency does not relieve any other Participating Agency from its obligations hereunder, and the Agreement shall continue with respect to all other non-terminating parties. However, under no circumstances will this Agreement extend past forty-nine (49) years from the above date.

21.

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Sheriff's Tactical Narcotics Team referenced herein. Any alteration of this Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

Executed at Fayette County, Georgia, this ___ day of _______________, 2008.

FAYETTE COUNTY
SHERIFF'S OFFICE

By:___________________________
WAYNE HANNAH, Sheriff

ATTEST:

By:____________________________

Name: __________________________

Title:___________________________

By:___________________________
DON REHWALDT, Mayor,
Town of Tyrone

ATTEST:

By:____________________________

Name: __________________________

Title:___________________________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **December 12, 2008**

SUBJECT: **Consider January 2, 2009, as a City Holiday**
December 18, 2008, City Council Meeting

As you know, January 1 is a City Holiday and falls on Thursday this year. The Fayette County Board of Commissioners and the Tyrone Town Council have designated Friday, January 2 as an additional holiday, I am requesting Council to consider doing the same for City employees this year. This would give employees a four-day holiday weekend.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager

FROM: Acting Administrative Services Director / City Clerk

DATE: December 11, 2008

SUBJECT: Consider Alcohol Ordinance Amendment – Approval of License Changes
December 18, 2008, City Council Meeting

Recommendation:

That Council adopt the attached ordinance amendment.

Discussion:

Peachtree City's Alcoholic Beverage Ordinance requires City Council approval of all licenses granted in the City. As Council knows, it also currently requires Council approval of any transfers, changes, or if the existing business relocates.

The attached ordinance amendment would keep the original granting of any alcohol license under the City Council. However, approval of transfers, changes in licensees or license representatives, could be approved by the City Manager following the appropriate background checks by the Police Department. This would reduce City Council agenda items throughout the year (there have been as many as six on a single agenda in the past year), and would streamline the process for local changes in management.

Budget Impact:

This item should have no budgetary impact.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ALCOHOL ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR LICENSE TRANSFERS, CHANGE IN LICENSEES, OR LICENSE REPRESENTATIVES, OR RELOCATION OF BUSINESS; AND FOR OTHER PURPOSES.

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

Section 1. Section 6-47 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 6-47. License transfers, change licensee, or license representative or relocation of business.

(a) Retail alcoholic beverage licenses may be transferred from one owner to another with the approval of the city manager provided:

(1) The business has existed at the same location and licenses have not been transferred for more than one year;

(2) All existing alcoholic beverage licenses issued to the existing owner for that location shall be transferred;

(3) All provisions of section 6-37 shall be completed by the new owner except for subsection (d) provided license fees are current; and

(4) All provisions of section 6-38 shall be completed by the new owner except for subsection (a) provided such information was previously supplied by the existing owner or previous owners and has not changed.

Deleted: council

(b) All requests for a change in licensee or license representative must be approved by the city manager and shall provide all appropriate information or supporting documents required under sections 6-37 and 6-38 as outlined in an approved form to be supplied by the city clerk for that purpose.

Deleted: council

(c) So long as there is no change in ownership, a temporary license representative may be appointed by the licensee for a period not to exceed 45 days, subject to the following conditions:

(1) The temporary license representative makes application by providing all appropriate information or supporting documents required under sections 6-37 and 6-38 as outlined in an approved form to be supplied by the city clerk for this purpose;

(2) The application is approved by the city manager prior to the issuance of an amended license;

Deleted: mayor

(3) There shall be no residence requirement for a temporary license representative; and

(4) There shall be no extension of the 45-day period of operation for any temporary license representative without approval of the city manager.

Deleted: council

(d) All business relocations must be approved by the city manager, and the licensee and license representative shall provide all appropriate information and supporting documents as required under sections 6-37 and 6-38. Requirements of section 6-40 relating to advertising must be met. Additional license fees shall not be required if fees are current.

Deleted: city council

(e) Any violation of this section shall constitute due cause for probation, suspension or revocation of the license or licenses granted by the council.

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

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

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

This _______ day of _________________ 200___.

____
Harold K. Logsdon, Mayor

____

____

____

Attest: _______________________________
City Clerk
____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**
Financial Services Director

DATE: **December 12, 2008**

SUBJECT: **Memorandum of Understanding and Economic Development Grant to the Fayette County Development Authority - NCR**
December 18, 2008, City Council Meeting

Recommendation:

That Council authorize the Mayor to sign the attached Memorandum of Understanding and and approve the $50,000 grant from the 2009 PIP Contingency Fund.

Discussion:

Attached is the agreement, which commits Peachtree City to contribute a $50,000 relocation grant to the Fayette County Development Authority (FCDA) for NCR's expansion in the Peachtree City Industrial Park. The FCDA is providing a separate grant of $500 per new job created with a salary over $60,000, up to $100,000, for the project.

The agreement also establishes a 10-year graduated property tax scale during NCR's constructing and equipping of the expansion through bonds from the Development Authority.

Budget Impact:

Should Council approve the MOU and $50,000 grant, funding is available in the 2009 PIP Contingency.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "**Agreement**") is entered into as of the effective date set forth below by and among the **FAYETTE COUNTY DEVELOPMENT AUTHORITY** (the "**Authority**"), a development authority and public body corporate and politic duly created by the Development Authorities Law, O.C.G.A. Section 36-62-1, *et seq.* (the "**Act**") and activated by resolution of the Board of Commissioners of Fayette County, Georgia (the **"County"**), a county and political subdivision of the State of Georgia (the **"State"**), the **CITY OF PEACHTREE CITY** (the "**City**"), a municipality that is located in the County, and **WORLDWIDE CUSTOMER SERVICES LLC,** a Delaware limited liability company (the "**Company**"), each a "**Party**" and collectively the "**Parties**."

WHEREAS, the Act provides that the Authority is created for the public purpose, among other purposes, of promoting industry and employment within the County and is authorized by the Act to issue its revenue bonds to finance "projects," including manufacturing facilities, to be located in the County for use by private sector businesses; the Authority's revenue bonds are to be issued and validated under and in accordance with the applicable provisions of the Revenue Bond Law, O.C.G.A. Section 36-82-61, *et seq.*; and

WHEREAS, the Authority has been informed by the Company that: (a) the Company desires to have the Authority issue its industrial development revenue bonds to finance a capital project, described below and (b) the Project is expected to create jobs and result in capital investment in the County, as described below, and otherwise have a favorable impact upon the welfare of the County; and

WHEREAS, the Project will provide private sector employment and is a facility that the Authority may finance under the Act, specifically under O.C.G.A. Section 36-62-2(6)(N); and

WHEREAS, the Company has advised the State of Georgia (the **"State"**), the County, the City and the Authority that the Project is not feasible unless the incentives described herein are provided by the State, by the County, by the City and the Authority and by the other entities identified herein, respectively; and that the provision of such incentives is a material incentive to the Company's location of the Project in the County; and

WHEREAS, such incentives are being provided in consideration of the Company's agreement, as set forth below, to locate the Project, as it may exist from time to time in the County, with attendant job creation and investment on the part of the Company referred to herein, all of which constitutes valuable, non-cash consideration to the Authority, to the State, to the County, to the City, and their citizens.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto agree as follows:

1. THE PROJECT.

1.1. Description of the Project. The Company owns land described in Section 1.4 below (the "**Site**"), improvements (the **"Existing Improvements"**), building equipment and other personal property (the **"Existing Equipment"**) located within the County (the "**Facility**") that are used in the Company's worldwide customer service and parts distribution business and wishes to expand the same. The "**Expansion**" shall consist of: (i) real property improvements and building fixtures (the **"New Improvements"**; the Existing Improvements and the New Improvements are sometimes collectively referred to herein as the **"Improvements"**) on the Site that expand or improve the Facility; and (ii) building equipment and other personal property (the **"New Equipment"**; the Existing Equipment and the New Equipment are sometimes collectively referred to herein as the **"Equipment"**) for use by the Company at the Facility. The Facility and the Expansion are collectively referred to herein as the **"Project."** The Project will be owned by the Authority and leased to the Company under the Bond Lease (defined below).

1.2. Total Project Costs. "**Total Project Costs**" include all reasonable costs, fees and expenses incurred by the Company in connection with the Project and the issuance of the Bonds (defined below). The Company will be responsible for any costs of or related to the Project (including, without limitation, those related to any change orders or cost overruns) to the extent that Bond proceeds are not available or are not sufficient to pay such costs.

1.3. Closing. As used herein, the "**Closing**" is the event at which the Bonds are issued and the other transactions contemplated herein are consummated. References herein to a "**closing condition**" are to the optional right of a party hereto, based on a closing condition, to exercise a right provided herein in its favor and to avoid the Closing and terminate this Agreement as provided in Sections 5.4 and 5.5, respectively, below. In connection with the issuance of the Bonds, the signatories hereto will also enter into an Economic Development Agreement (the **"EDA"**) to reflect any amendments hereto agreed to prior to Closing (or to reflect that there are no such amendments).

1.4. The Site. The Site is more particularly described on Schedule 1.4 attached hereto and incorporated herein by reference. The Site consists of land which is currently owned by the Company. In connection with the issuance of the Bonds, the Authority will become the owner of the Site.

1.5. Acquisition, Construction and Installation of the Project.

1.5.1. Construction of the Improvements and Installation of the Equipment.

1.5.1.1. Design and Permits. The Company shall be responsible for the design of the Improvements and the selection of the Equipment. The Company shall be responsible at its own expense for timely obtaining all necessary permits and licenses. The City agrees to provide a fast track permit review process to expedite the local permitting process so that the Company may meet its schedule for the Project.

1.5.1.2. Construction, Generally. The Company will be responsible for the construction of the Improvements. Without limitation, the Company will select the contractor ("**Contractor**") for such construction and enter into an agreement, as principal and not as agent of the Authority, with the Contractor for the construction of the Improvements. The Improvements shall be constructed in compliance with applicable laws, including applicable zoning laws, building codes, environmental laws and other restrictions.

1.5.1.3. Acquisition and Installation of Equipment. The Company will be responsible for the acquisition and installation of the Equipment, including, without limitation, payment of the costs thereof. The Bond Lease will provide for the Company to convey title to the Equipment to the Authority from time to time by one or more bills of sale as the items of the Equipment are acquired and installed at the Site.

1.5.1.4. Indemnity by the Company. The Company shall indemnify, hold harmless and defend the Authority and its members, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from construction and installation activities) that may arise out of or relate to: (a) any act or omission by or attributable to the Company or the Contractor (including, without limitation, the acts or omissions of their respective vendors, contractors or subcontractors, agents, employees or representatives) related to the Project; or (b) this transaction, including the Bonds or the issuance thereof, or the ownership or operation of the Project. The indemnity contained in this Section 1.5.1.4 shall not apply to any claim, loss or liability which is the result of the negligence or willful misconduct of the indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement, but at Closing shall be superceded by the indemnities in the Definitive Documents.

1.5.1.5. Permitted Exceptions. Without limitation, the Company shall keep the Project free and clear of all liens and encumbrances attributable to the Company except for Permitted Exceptions and shall in any event indemnify, hold harmless and defend the Authority and its respective members, officers, employees and representatives from any claim, liability or loss arising out of or related to any such lien or encumbrance. Said indemnity shall survive the expiration or earlier termination of this Agreement. As used herein, "**Permitted Exceptions**" shall be defined as any liens, encumbrances or exceptions contained on Schedule 1.4 hereto or otherwise specified in this Agreement as being acceptable, or defined as such in the Bond Lease.

2. FINANCING OF THE PROJECT.

2.1.1. Bonds. In order to finance certain of the costs of the Project and to establish the bond-financed sale-leaseback structure that is necessary for the provision of certain of the incentives contemplated herein, including, without limitation, *ad valorem* property tax savings for the Project, the Authority shall issue and sell the Authority's revenue bonds (the "**Bonds**"). The Company shall be responsible for the sale of the Bonds, which shall be issued in one or more series and sold to the purchaser(s) thereof (collectively, the "**Bond Purchaser**") pursuant to one or more agreements (collectively, the "**Bond Purchase Agreement**") among the Authority, the Company and the Bond Purchaser. It shall be a closing condition in favor of both the Authority and the Company that each of them be satisfied with the Bond Purchase Agreement and that a Bond Purchaser satisfactory to the Authority and the Company execute and enter into the Bond Purchase Agreement. At the Company's option, all or part of the Bonds may be issued to the Company or an Affiliate (defined below) as a series of "bonds for title"; i.e., taxable bonds funded primarily in connection with the transfer of title to the Project to the Authority and which serve the purpose of implementing the incentives described in this Agreement. Bonds shall be issued from time to time at the Company's request and in accordance with the terms and conditions of this Agreement, provided that the principal amount of Bonds issued shall not exceed in the aggregate the amount of Total Project Costs, and provided further, that nothing herein shall require the Company to request that any particular principal amount of Bonds in the aggregate or in any series be issued. It is anticipated that the maximum principal amount of Bonds issued will be approximately $25,000,000 (the Community Investment Goal, defined in Section 4.4 below, relates to new investment only). The amount of the community incentives to be provided pursuant to this Agreement shall not be included in calculating the maximum principal amount of the Bonds, nor shall such cost or value be recovered through Basic Rent (defined below), or the purchase option to be contained in the Bond Lease.

2.1.2. <u>Transaction Costs</u>. The Company shall be responsible for all transactional costs of the issuance of the Bonds and other matters related hereto, provided that such costs shall be subject to the Company's approval, which shall not be unreasonably withheld. Subject to any applicable limits of the federal tax law, cash proceeds of the Bonds, if any are available for such purpose, may be used to pay such costs or to reimburse the Company for transaction costs previously paid by it. Such transaction costs include, without limitation: (i) reasonable legal fees and disbursements of Bond Counsel related to the closing of the issuance of the Bonds and the preparation and distribution of this Agreement and of transcripts; (ii) the Authority's normal financing fee for the issuance of revenue bonds equal to 1/8 of 1% of the maximum principal amount thereof; (iii) the reasonable fees and disbursements of the Authority's Counsel related to the transaction; and (iv) the court costs relating to validation of the Bonds and recording and filing fees.

2.1.3. <u>Tax Status of the Bonds</u>. The interest on Bonds issued as "bonds for title" will not be exempt from federal income taxation. Whether or not the interest on any other series of the Bonds will be exempt from federal income taxation shall be as determined by the federal income tax law.

2.1.4. Bond Counsel. The law firm of Seyfarth Shaw LLP, Atlanta, Georgia, Bond Counsel to the Company, shall serve as Bond Counsel in connection with the issuance of the Bonds.

2.1.5. Repayment of the Bonds. The Company shall be responsible for the repayment of the Bonds. Without limitation, the Bonds shall not be a general obligation of the Authority, but shall be a special and limited obligation payable solely from the payments received under the Bond Lease (defined below) and other pledged security. Neither the County, the City, the State nor any other public body shall have any obligation or liability for repayment of the Bonds.

2.1.6. The Bond Lease. The Authority and the Company shall enter into one or more lease agreements (collectively, the "**Bond Lease**"), at the Closing. The Bond Lease shall contain terms and provisions substantially of the type normally included in bond leases between governmental "conduit" bond issuers and users of bond-financed property. The Bond Lease shall provide for the Company to pay "**Basic Rent**"; i.e., rent equal to debt service on the Bonds, which shall be applied to such payment. The Bond Lease shall also provide for the payment to the Authority of rent ("**Additional Rent**") in an amount sufficient to reimburse the Authority for all expenses and advances reasonably incurred by the Authority thereunder in connection with the Project subsequent to the execution of the Lease. If permitted by the Bond Purchase Agreement, the Lease shall grant to the Company the option, at any time, to prepay Basic Rent in the amount needed to retire the Bonds. The Lease will be a triple net type lease. The term of the Lease, including all extensions ("**Lease Term**"), shall allow sufficient time for the Savings Schedule (defined below) and the term of the Bonds. Pursuant to the Bond Lease, the Company will be responsible, during the Lease Term, for all of the Project's costs of operation and maintenance, insurance (including property and liability insurance, in amounts customary and reasonable), and (subject to Section 3.5) taxes. The Bond Lease shall provide customary and reasonable requirements for indemnification of the Authority, its members, directors, officers and agents, against any claims, liabilities or losses relating to the Project or the Bonds or the Company's operations thereat or environmental claims relating to the Project (regardless of whether or not the same was caused, existed or arises before or after Closing). Said indemnity shall survive the expiration or earlier termination of this Agreement, or the Bond Lease. The Bond Lease will contain provisions reasonably satisfactory to the Company limiting the transfer by the Authority of items of property comprising the Project.

2.1.7. Purchase Option. Subject to the related Bond Purchase Agreement, the Authority, in the Bond Lease or by separate instrument, shall grant the Company the option to purchase the Project, to the extent that the Authority holds title thereto at the time, exercisable for an option exercise price of $10 plus any other amounts due to the Authority that must be paid at such time, and if all of the Bonds have not theretofore been retired, the Company shall cause all of the Bonds to be retired or cancelled. The Company may not exercise its purchase option under this Section: (a) if at the time of the attempted exercise of such purchase option, the Company is in default under the related

Bond Lease, unless it simultaneously cures such default; and (b) if such purchase by the Company would violate any of the terms and conditions governing the State Grant (defined below), and would therefore cause the Authority to incur a related liability to the Department of Community Affairs thereunder, unless the Company simultaneously pays and discharges any such liability. If the Company purchases the Project pursuant to an exercise of the purchase option in the Bond Lease, the Authority shall convey title to the Site and Improvements by limited warranty deed and the Authority shall convey the Equipment that is then a part of the Project to the Company by a quitclaim bill of sale, "as is and where is."

2.1.8. Definitive Documents. The term "**Definitive Documents**" means and includes the Bonds, the Bond Lease, the EDA, the Bond Purchase Agreement and any other related documents necessary to implement the transaction described herein. The Definitive Documents shall be prepared by Bond Counsel and shall be subject to the approval of the Authority, the Company and the Bond Purchaser and the legal counsel thereof. The parties agree to negotiate in good faith to establish the terms and conditions to be included in the Definitive Documents. It shall be a closing condition in favor of both the Company and the Authority that they reach an agreement on such terms and conditions.

2.2. Transfers.

2.2.1. Transfer of this Agreement. All rights and benefits of the Company under this Agreement and under the Authority's resolution authorizing this Agreement may be transferred and assigned by the Company, in whole or in part, to: (a) any Affiliate of the Company or (b) with the written approval of the Authority, which approval shall not unreasonably be withheld, conditioned or delayed, to any one or more persons or entities which propose to acquire the Project, in either case with the same effect as if such Affiliate or such persons or entities were named as the "Company" in this Agreement and in the Authority's resolution authorizing this Agreement. Unless otherwise agreed in writing by the Authority, which agreement shall not be unreasonably withheld, conditioned or delayed, the assignment of the Company's rights shall not release the Company from its obligations for costs and indemnification and following any such assignment, the Company and such assignee shall be jointly and severally liable for costs and indemnification hereunder. As used herein, "**Affiliate**" means any person or entity (as used herein "entity" includes, without limitation, any public body) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a specified person or entity. As used herein, the term "control" of a person or entity means the possession, directly or indirectly, of the power: (A) to vote 10% or more of the voting securities of such person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such person or entity, or (B) to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

2.2.2. Transfer of the Project, the Bond Lease and the Other Definitive Documents. Except as expressly provided in this Section, the Company may not, without the prior written consent of the Authority, which may not unreasonably be withheld, conditioned or delayed: (a) transfer the Project; or (b) assign its interests and rights under the Bond Lease or other Definitive Documents or sublease any part of the Project. However, the Company may transfer the Project to an Affiliate of the Company, or as otherwise may be provided in the Definitive Documents. The Company, as tenant may, subject to approval by the Authority, as landlord, which may not unreasonably be withheld, conditioned or delayed, sublease the Project for a term which does not extend beyond the term of the Bond Lease minus one day, provided that the sublease is expressly subject and subordinate to the Bond Lease, and that the Company is not released from its obligations under the Bond Lease. No transfer and assignment shall relieve the Company from primary liability for any of its obligations hereunder, and in the event of any such assignment, the Company shall continue to remain primarily liable for payment of the Basic Rent and Additional Rent and for the payment, performance, and observance of the other obligations and agreements on its part herein provided to be performed and observed by it.

3. INCENTIVES TO BE PROVIDED.

3.1. Purpose of Incentives. In order to induce the Company to locate and expand the Project in the County, the following economic inducements will be provided for the Project by the Authority and other entities, as applicable.

3.2. State Grant. The Authority will apply for a Regional Economic Business Assistance grant ("**State Grant**") in the amount of $8,000,000 from the Georgia Department of Community Affairs. The Georgia Department of Economic Development has issued to the Department of Community Affairs its recommendation letter [NEED] for the State Grant. The Company understands and agrees that the proceeds of the State Grant will be applied as required or permitted by its terms to pay for costs necessary or appropriate in connection with Project construction and equipment. The amount of the State Grant will not be included in Total Project Costs to be financed by the Bonds, but will be applied as required or permitted by its terms to pay for costs of the Project. It shall be a closing condition in favor of the Company that the State Grant be awarded by Closing.

3.3. City Grant. Subject to all provisions of law, the City agrees, through the lease structure related to the Bonds that is contemplated herein, to provide a relocation assistance grant in the amount of $50,000 (the **"City Grant"**) to pay for costs necessary or appropriate in connection with Project construction and equipment. The costs to be paid by the proceeds of the City Grant shall be determined by the Company, with the consent of the Authority, which shall not be unreasonably withheld, conditioned or delayed. The procedures for obtaining the proceeds of the City Grant are as follows: a) the Company shall provide to the Authority appropriate documentation relating to the costs to be paid for with proceeds of the City Grant, in accordance with this Section 3.3; b) once the Authority consents, the Authority shall submit such documentation to the City; c) the City shall then promptly provide the City Grant proceeds to the Authority in consideration of services performed by the Authority in connection with the recruitment of the Project to the City; and d) the Authority, through the lease structure related to the Bonds that is contemplated herein, shall provide the grant proceeds directly to the appropriate vendors or to the Company as reimbursement of costs already incurred by the Company.

3.4. Authority Grants. Subject to all provisions of law, the Authority agrees, through the lease structure related to the Bonds that is contemplated herein, to provide a grant of $500 for each full-time job (defined below) created at the Project (such funds, collectively, the **"Authority Grants"**) to be applied, when received, as provided below. The total Authority Grants provided pursuant to this Section shall not exceed $100,000. In order for an employee to be counted, for the purpose of this Section 3.4 only, the employee's base salary, excluding the cost of benefits, must be not less than $60,000 per year. The job levels shall be calculated based on increases of jobs over the highest preceding level of jobs. The Company shall provide to the Authority, a statement as to the full-time jobs created and the respective base salaries for each year when there is such an increase (the **"Authority Grant Report"**). Such report shall be submitted, when due, to the Authority with the Annual Report (described below). The Authority shall provide the Authority Grants on an annual basis, if any grants are due in the given year, so long as the Bond Lease is in effect, within thirty (30) days of receiving the Company's Authority Grant Report. Once $100,000 in Authority Grants has been provided, the Authority shall no longer have any obligations under this Section 3.4 and the Company shall no longer have any obligation to submit the Authority Grant Report. The intention of this provision is to make funds available to the Company to be used, at the Company's election, to pay or reimburse costs relating to the Project that were not financed by the Bonds or by the State Grant.

3.5. *Ad Valorem* Tax Savings.

3.5.1. Basis for Savings. The parties to this Agreement recognize and agree that the Authority is not subject to *ad valorem* taxation on its interest in either the real property or the personal property portions of the Project. The parties further understand and agree that the Company will be subject to *ad valorem* taxation on its leasehold interest in the Project (the "**Leasehold Interest**"), pursuant to the decision of the Supreme Court of Georgia in *W.C. Harris, et al. vs. DeKalb County Board of Tax Assessors* (the "*Harris Case*"). In order to provide the Company with sufficient information and certainty upon which it can base its decision to carry out the Project in the County, the parties agree that it is important to set forth the methodology by which it is agreed that the Leasehold Interest of the Company in the Project will be valued for *ad valorem* property purposes. Such methodology is set forth on Schedule 3.5.1 attached hereto and incorporated herein by reference (the **"Savings Schedule"**).

3.5.2. Reversion to Normal Taxability. The Bond Lease contains an option for the Company to purchase the Project to the extent it is owned by the Authority. Upon acquisition by the Company of legal title to the Project, the Project will be subject to taxation at 100% of the fair market value of the fee interest of the Project, as depreciated.

3.5.3. Procedures. The determination of the fair market value of any interest in the Project in any year is subject to periodic reassessment, for which the Board of Assessors will employ standard valuation methods, including depreciation of improvements and personalty, using customary useful life tables and other consideration such as superadequacy, where appropriate. The fair market value of the Leasehold Interest shall be multiplied by 40% to determine its assessed value of each such category for such year and thereafter multiplied by the millage rates established by the County, with respect to such year, to determine the *ad valorem* tax for such year. On an annual basis, the Company (or successors in interest) shall return the property comprising the Project for *ad valorem* taxation purposes in the County.

3.5.4. Board of Assessors. The provisions of this Agreement relative to the assessment and taxability of the Project for *ad valorem* property tax purposes shall be the obligation and responsibility of the Board of Assessors (and not of the Authority). The Authority represents to the Company that the valuation methodology set forth in this Agreement is consistent with the customs and practices of the Board of Assessors, that the Board of Assessors is familiar with the contents of this Agreement and that the Board of Assessors has accepted this Agreement (including, without limitation, the valuation methodology contemplated herein) as being consistent with such customs and practices which the Board of Assessors intends to apply to the Project. It is understood by the parties hereto that the Authority does not have the authority to bind the Board of Assessors to any valuation methodology.

3.6. Quick Start. The Authority shall assist the Company in obtaining from the Georgia Department of Technical and Adult Education a Quick Start Training Program for the Company's employees working at the Project. This incentive shall, subject to applicable law and regulations, include assistance provided by the Georgia Department of Labor, the GeorgiaHire program, assistance provided by Georgia Quickstart training and local Technical Colleges, and the FaciliTech program.

3.7. Jobs Tax Credit. The Company shall be entitled to claim the Jobs Tax Credit in accordance with and subject to applicable law. This incentive, subject to applicable law and regulations, shall include a tax credit (at present at $1,250 per job) that may be applied against 50% of the Company's Georgia income tax liability.

3.8. Headquarters Tax Credit. If the Company elects not to claim the Jobs Tax Credits described in Section 3.7 above, the Company shall be entitled to claim the Headquarters Tax Credit in accordance with and subject to applicable law. This incentive, subject to applicable law and regulations, shall include a tax credit (at present equal to $2,500.00 annually per eligible new full-time job, or $5,000.00 per eligible new full-time job if the average wage of the new full-time job created is 200 percent or more of the average wage of the County) that may be applied against 100% of the Company's Georgia income tax liability, with the ability to apply 100% of this credit against Georgia payroll withholding taxes after the Company's corporate income tax liability has been eliminated in a tax year.

3.9. Sales Tax Exemptions. The Company shall be entitled to claim sales tax exemptions that are provided by law for eligible items of equipment. This incentive shall, subject to applicable law and regulations, include a manufacturing machinery sales and use tax exemption, primary material handling sales and use tax exemption, and an industrial materials sales and use tax exemption.

3.10. Freeport Exemption. The Company shall be entitled to claim property tax exemptions that are provided by law for eligible inventory at the freeport levels applicable at the Site; *i.e.,* presently 100% freeport level for the City and County. This incentive shall, subject to the applicable laws and regulations, include exemptions applicable to (a) raw materials and goods in process; (b) finished goods produced in the State for a period not exceeding 12 months from the date such property is produced or manufactured; and (c) finished goods stored in a warehouse, dock, or wharf, whether public or private, and which are destined for shipment to a final destination outside this State for a period not exceeding 12 months from the date such property is stored in this State.

3.11. Intergovernmental Agreement. The Agreement shall also constitute an intergovernmental agreement under Georgia Constitution Art. IX, Sec. III, Para. I between the Authority and the City. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution, but shall expire earlier upon its complete performance.

4. JOBS AND INVESTMENT GOALS.

4.1. Inducement. The Company agrees to locate and expand the Project at the Site, provided, that nothing herein contained shall obligate the Company to make any particular level of investment or create any particular level of jobs. Rather, the Company's responsibilities regarding such matters shall be governed exclusively by the provisions hereof relating to Community Recovery Payments (provided for in Section 4.7 below). The Company's agreement to locate the Project at the Site is based, in part, on the incentives being provided by the Authority in connection with the Bond Lease and the EDA. Such incentives are being provided to induce the Company to locate the Project at the Site, with attendant job creation and investment on the part of the Company, all of which constitutes valuable, non-cash consideration to the Authority and the citizens of the City, of the County and of the State. The parties acknowledge that the incentives provided for in this Agreement serve a public purpose through the job creation and investment generation represented by the Project. The parties further acknowledge that the cost/benefit requirements applicable to the Authority in the course of providing such incentives dictate that some measure of recovery must be applied in the event that the anticipated jobs and investment do not for any reason fully materialize.

4.2. Community Jobs Goal. For the period prescribed as the Performance Period on the Community Goals Table ("**Community Goals Table**") included on the "**Incentives Schedule**" attached as Schedule 4 hereto and incorporated herein by reference (such period, the "**Performance Period**"), the Company shall have the goal of providing not fewer than the number of new full-time jobs at the Site specified on the Community Goals Table as the applicable Community Jobs Goal (the goal applicable in any particular year being the "**Community Jobs Goal**" for such year). For purposes of this Agreement, the number of new "full-time jobs" shall be defined and determined, from time to time, as provided on Schedule 4.2 attached hereto and incorporated herein by reference. Schedule 4.2 also determines how the number of full-time jobs shall be calculated. There shall be deemed to be no new full-time jobs increase unless the number of new full-time jobs is in excess of ____, such being the agreed number of full-time jobs at the Site as of December 31, 2007 (the "**Base Jobs**").

4.3. Community Jobs Shortfall Percentage. If, for any year in the Performance Period, the number of full-time jobs at the Site less the Base Jobs is less than the Community Jobs Goal that is applicable to such year, the actual number of such full-time jobs shall be subtracted from the applicable Community Jobs Goal to obtain the "**Community Jobs Shortfall.**" The number of jobs constituting the Community Jobs Shortfall shall be divided by the applicable Community Jobs Goal and converted to a percentage to determine the "**Community Jobs Shortfall Percentage**" for such year.

4.4. Community Investment Goal. For purposes of this Agreement, the Company shall have a "**Community Investment Goal**" of its having invested in the Project in each year of the Performance Period the amount for such year specified on the Community Goals Table as the applicable Community Investment Goal (the goal applicable in any particular year, the "**Community Investment Goal**"). For purposes of the Community Investment Goal the investment at the Project shall be calculated on a cumulative basis from the date hereof to the end of each year of the Performance Period. Schedule 4.4 attached hereto and incorporated herein by reference provides rules that shall apply to satisfying the Community Investment Goal.

4.5. Community Investment Shortfall Percentage. If, for any year in the Performance Period, the cumulative amount of capital investment by the Company in the Project is less than the Community Investment Goal that is applicable to such year, the actual amount of such investment shall be subtracted from the applicable Community Investment Goal to obtain the "**Community Investment Shortfall.**" The amount of investment constituting the Community Investment Shortfall shall be divided by the applicable Community Investment Goal and converted to a percentage to determine the "**Community Investment Shortfall Percentage.**"

4.6. Annual Report. On or before February 1 of each year following a year that is in the Performance Period, the Company shall provide to the Authority an Annual Report for the preceding calendar year which shall include a Community Jobs Report and a Community Investment Report, as described below.

4.6.1. Community Jobs Report. The Community Jobs Report shall contain a statement as to the full-time jobs at the Site for the immediately preceding year (each, an "**Annual Report Year**") using the methodology provided above, and shall provide such supporting extracts from the Company's employment records (consistent with the privacy rights of its employees) as the Authority shall reasonably request.

4.6.2. Community Investment Report. The Community Investment Report shall contain a statement as to the Company's investment in the Project for the subject Annual Report Year, using the methodology prescribed herein.

4.6.3. Inspection Rights. No more often than once per year, the Authority and its agents shall be permitted to inspect employment and investment records of the Company, specifically related to the Project, to verify such information during normal business hours and upon reasonable notice. The Company may reasonably redact such records to protect the confidentiality of the Company, its employees or its customers.

4.6.4. Project Shortfall Percentages. The Annual Report shall calculate any Community Jobs Shortfall Percentage and any Community Investment Shortfall Percentage. The average of the Community Jobs Shortfall Percentage and the Community Investment Shortfall Percentage shall be the "**Project Shortfall Percentage**," which shall also be calculated and stated in the Annual Report.

4.7. Community Recovery Payments. If an Annual Report shows that, for the immediately preceding Annual Report Year, there is a Project Shortfall Percentage that is greater than 30%, then, the Company, in such Annual Report, shall calculate the amount of the "**Community Recovery Payments,**" and shall pay the same, all pursuant to and as defined in the Incentives Schedule. If the Project Shortfall Percentage is 30% or less, there shall be no Community Recovery Payment due.

4.8. Failure to File Report and Make Required Payments. If the Company fails to pay any Community Recovery Payment when due, interest shall be paid by the Company thereon at the rate of 1% per month (or such lesser rate as may be allowed by law) until paid. If there has been a failure which is not cured within 30 days following a written notice from the Authority that it be cured, the Authority shall be entitled to enforce its rights under this Section 4 and the Company shall indemnify the Authority for all costs of enforcement, including any court costs and reasonable and actual attorneys' fees and court costs.

5. TERMINATION OF AGREEMENT.

5.1. Delay. If, despite the good faith efforts of the parties, this Agreement is not fully executed on or before December 31, 2008, or the Closing has not occurred by December 31, 2008, then the Authority or the Company may terminate this Agreement by written notice to the other Party, without any further liability except as otherwise expressly provided in this Agreement.

5.2. Approval by Governing Bodies. Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement.

5.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Parties, if:

5.3.1. Any other Party is in breach of this Agreement.

5.3.2. There has been commenced or threatened against the Authority or the Company, or any Affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters. An uncontested validation proceeding for the Bonds shall not be considered a proceeding within the meaning of this Section.

5.4. The Authority's Termination Rights. The Authority shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Company, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Authority shall have the right to terminate this Agreement, effective immediately upon giving written notice to the other Parties if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each closing condition set forth herein in favor of the Authority has not been satisfied. If the Authority does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.5. The Company's Termination Rights. The Company shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Authority, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the other Parties if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each closing condition set forth herein in favor of the Company has not been satisfied. If the Company does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.6. Effect of Termination. If any Party terminates this Agreement pursuant to a right provided herein or if this Agreement expires, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

6. MISCELLANEOUS.

6.1. Notices. Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service or express mail (in each case for delivery on the next business day) addressed to each other Party at the addresses set forth below (or to such other address as the any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service or the United States Postal Service:

If to the Authority:	Fayette County Development Authority 200 Courthouse Square Fayetteville, GA 30214 Attn: President/CEO
with a copy to:	Glover & Davis 10 Brown Street Newnan, GA 30263 Attn: Nathan Lee
If to the City:	Peachtree City 151 Willowbend Road Peachtree City, GA 30269 Attn: City Clerk
If to the Company:	Worldwide Customer Services LLC c/o NCR Corporation 1700 S. Patterson Boulevard Dayton, Ohio 45479 Attn: Robert B. Martinello
with a copy to:	NCR Corporation Law Department, WHQ-3E 1700 S. Patterson Boulevard Dayton, Ohio 45479 Attn: John R. Ackerman, Law Vice President Telecopy: (513) 719-6904 and Seyfarth Shaw LLP One Peachtree Pointe 1545 Peachtree Street, N.E. Suite 700 Atlanta, GA 30309-2401 Attn: Daniel M. McRae

6.2. Confidential Information. All confidential information acquired by the Authority and the City relating to the Company, shall be held in confidence by them, subject to their legal obligations as public bodies, including, without limitation O.C.GA. § 15-18-70, *et seq*. and § 50-14-1, *et seq*. The Company and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement as confidential, and, without limitation, shall not disclose such contents to competing communities or States.

6.3. No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

6.4. Survival of MOU. This Agreement shall survive Closing and the expiration or termination of the Bond Lease, but may be superceded in whole or in part by the EDA to the extent that the EDA expressly so provides.

6.5. Governing Law; Jurisdiction and Venue. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the state's conflicts of law rules. The Company consents to jurisdiction over it and to venue in Fayette County.

6.6. Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the parties hereto.

6.7. Entire Agreement. This Agreement, together with the Definitive Documents (when executed), constitutes the entire agreement between the Parties with respect to the subject matter hereof.

6.8. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

6.9. No Personal Liability of Representatives of Public Bodies. No official, member, director, officer, agent, or employee of the Authority or the City shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all parties hereto waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement.

6.10. No Personal Liability of Representatives of Company. No official, member, manager, director, officer, agent, or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding and caused it to be delivered as of the following effective date: December ____, 2008.

The "Authority":

FAYETTE COUNTY DEVELOPMENT AUTHORITY

By: ________________________________
Chairman

Attest:

____
Secretary

(Authority's Seal)

The "City":

CITY OF PEACHTREE CITY

By: ________________________________
Mayor

Attest:

____
City Clerk

(City's Seal)

The "Company":

WORLDWIDE CUSTOMER SERVICES LLC

By: ______________________________
Name: ____________________
Title: ______________________

Attest:

____
Name: ______________________
Title: ________________________

(Company's Seal)

SCHEDULE 1.4

DESCRIPTION OF THE SITE

SCHEDULE 3.5.1

SAVINGS SCHEDULE

1. The term "**Completion Date**," as used herein, is the date the Project has been completed and is available for occupancy and use by the Company. The Completion Date of the Project is expected to be not later than December 31, 2010. There will be no value to the Leasehold Interest of the Company in the Project prior to the Completion Date in accordance with the precedent established in the *Harris Case*. Thus, there will be no *ad valorem* real property or personal property taxes on any portion of the Project acquired by the Authority during the period prior to January 1 of the year immediately following the Completion Date (the "**Tax Commencement Date**").

2. Beginning on the Tax Commencement Date, the real property and personal property acquired in connection with the Project will be valued for *ad valorem* property tax purposes based on the following ten-year schedule which has been determined based on the precedent established in the *Harris Case*. During each year, the Leasehold Interest of the Company in the property acquired by the Authority in connection with the Project will be subject to taxation at the fair market value of the Leasehold Interest in that year. It is agreed that the fair market value of the Leasehold Interest of the Company in the Project shall increase as the lease term progresses and for any year will equal the **"applicable percentage"** for such year as set forth below multiplied by the fair market value of the fee interest of the Project in such year. The "**applicable percentage**" in each year during this ten-year period will be as follows:

YEAR	APPLICABLE PERCENTAGE
1	10%
2	20%
3	30%
4	40%
5	50%
6	60%
7	70%
8	80%
9	90%
10 AND THEREAFTER	100%

SCHEDULE 4

COMMUNITY INCENTIVES SCHEDULE

1. The recovery value ("**Recovery Value**") of each of the Community Incentives provided pursuant to the Sections of this Agreement identified below shall be as specified in the rows of the table set forth below (the "**Incentives Table**"), with any payments to be made as provided in this Incentives Schedule to the parties indicated as follows:

INCENTIVES TABLE

SECTION	INCENTIVE	RECOVERY VALUE	RECOVERY FACTOR	RECOVERY PAID TO
3.3	City Grant	$50,000	10%	City
3.5	Property Tax Savings on Project	Actual amount of *ad valorem* property taxes on Project saved each year	100%	Appropriate Taxing Authorities, Pro Rata in Proportion to Applicable Millage Rates

2. The Company shall make a payment with respect to each incentive listed in the Incentives Table above (each payment, a "**Community Recovery Payment,**" and collectively, the "**Community Recovery Payments**") to the respective parties so specified based on the Recovery Value as so determined for each year included in the Performance Period in which a Project Shortfall Percentage is determined as provided in this Agreement that is greater than 30%, provided, that no Community Recovery Payment shall be required for any incentive whose Recovery Factor is 0%. If the Project Shortfall Percentage is 30% or less, there shall be no Community Recovery Payment due.

3. The jobs and investment goals applicable to the Company are set forth in the table ("**Community Goals Table**") below:

COMMUNITY GOALS TABLE

PERFORMANCE PERIOD (includes all calendar years scheduled below, and any year through which the Performance Period is extended)	COMMUNITY JOBS GOAL (cumulative)	COMMUNITY INVESTMENT GOAL (cumulative)
Year 1	179	$7,500,000
Year 2 – Year 10	538	$12,000,000

4. For purposes of the Community Jobs Goal and the Community Investment Goal, "*force majeure*" means any unexpected event (including, without limitation, terrorist acts and the

unavailability of qualified labor) which prevents or hinders a party from performing its obligations under this Agreement and which act or event is (i) beyond the reasonable control, and not arising out of the fault, of such party, and (ii) such party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, other than through unbudgeted expenditures of money. Notwithstanding the provisions of this Agreement set forth above, the Community Jobs Goal and the Community Investment Goal in any year are each subject to the effect of *force majeure* as provided below, if the Company certifies to the Authority in writing in the applicable Annual Report of the dates of the commencement and, if the event of *force majeure* has abated, the date of the abatement, of such event of force majeure. The effect of *force majeure* for such purposes shall be that for any year in which the Company is entitled to claim, and does claim, the benefit of such provision, the Company shall be considered in compliance with its Community Jobs Goal and Community Investment Goal, but the Performance Period shall be extended by another year, which shall immediately follow the *force majeure* year. The Company's Community Jobs Goal and Community Investment Goal requirements shall resume as scheduled beginning with the extension year, and shall continue as scheduled through the same number of remaining years as would have applied if there had been no event of *force majeure*. Termination or expiration of the Bond Lease shall not affect such requirements hereunder, even if the Performance Period is extended beyond such termination or expiration. The Authority shall have the right to increase the payment percentage applicable under the Savings Schedule for subsequent years to 100% each time after the second time that the Company claims the benefit of *force majeure*, effective immediately upon the Authority's giving written notice thereof to the Company.

3. With respect to certain cash and in-kind incentives provided by the community, in order to allow the Company credit for years in the Performance Period for which it was in compliance with its Community Jobs Goal and Community Investment Goal, the Incentives Table provides a Recovery Factor of less than 100% for each such year. Such Recovery Factor represents a prorating across the Performance Period of the potential recovery of such incentives, through application of the methodology provided below. Such proration is not intended with respect to the property tax savings incentive, with respect to which the Recovery Factor shall always be 100%.

4. For each year for which a Project Shortfall Percentage is determined that is greater than 30%, in order to determine the Community Recovery Payment for each incentive in the Incentives Table, such Project Shortfall Percentage shall be multiplied times the Recovery Value, the result shall be multiplied times the corresponding Recovery Factor, the result shall be the Community Recovery Payment, and the Company shall pay the amount thereof to the party or parties specified above simultaneously with its delivery of the Annual Report for the subject year as required by this Agreement. If the Project Shortfall Percentage is 30% or less, there shall be no Community Recovery Payment due.

SCHEDULE 4.2

RULES FOR SATISFYING THE COMMUNITY JOBS GOAL

1. For purposes of this Agreement, the number of new "full-time jobs" shall be defined and determined, from time to time, as provided follows:

   a) Only direct employees of the Company and its Affiliates shall be counted.

   b) In determining the number of full time jobs a portion of the definition of "full-time job" from the job tax credit regulations of the Georgia Department of Community Affairs, which portion is set forth below, shall be used, but shall be modified as follows: "In no event shall any temporary employee or leased employee be counted as occupying a full-time job, regardless of whether or not such person is employed by the Company or any other person or entity, provided, that, subject to the limitation set forth below, a contract employee of the Company or its Affiliate, in a position that otherwise meets the definition of full time job as further described herein, may be counted as such, if the Company or its Affiliate provides benefits to such employee comparable to those provided by the Company or its Affiliate to its permanent employees for purposes of this Agreement (each such worker, a "qualified contract worker"). The parties acknowledge the nature of the Company's business and its desire to be able to count contract workers for purposes of this Agreement. At the same time, the parties acknowledge the Authority's interest in establishing permanent jobs in the community. To accommodate the interests of both parties, the parties agree as follows: The Company represents that its target for utilization of contract workers (whether or not they are qualified contract workers) is that such workers not exceed on average in any year 10% of its workforce at the Site. The parties agree, however, that if at any time the number of contract workers at the Site (whether or not they are qualified contract workers) amounts to more than 20% of the Company's permanent employees at the Site, then any qualified contract workers in excess of 20% of the Company's permanent employees shall not be counted as occupying full time jobs for purposes of this Agreement. In no event will contract workers who are not qualified contract workers (qualified contract workers having benefits comparable to those of permanent employees) be counted for such purposes."

   c) Subject to such modification, "**full-time job**" means the following: "a job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal year of local Company operations, and with benefits provided to other regular employees of the local Company, but does not mean a job classified for federal tax purposes as an independent contractor."

2. The number of full-time jobs shall be calculated as provided below.

   a) The number of jobs shall be determined based on the monthly average number of full-time employees subject to Georgia income tax withholding for the taxable year.

   b) The monthly average number of full-time employees in a taxable year shall be determined by the following method:

(i) for each month of the taxable year, count the total number of full-time employees of the business enterprise that are subject to Georgia income tax withholding as of the last payroll period of the month or as of the payroll period during each month used for the purpose of reports to the Georgia Department of Labor;

(ii) add the monthly totals of full-time employees; and

(iii) divide the result by the number of months the business enterprise was in operation during the taxable year. Transferred jobs and replacement jobs may not be included in the monthly totals.

SCHEDULE 4.4

RULES FOR SATISFYING THE COMMUNITY INVESTMENT GOAL

1. Only capital investments in the Project by the Company and its Affiliates shall be counted, except as provided in 4 below. All capital expenditures in the Project by the Company and its Affiliates shall be counted, regardless of whether or not such expenditures are treated as expenses on the books of the Company or its Affiliate.

2. Original cost, without regard to depreciation, shall be used in calculating whether the Community Investment Goal is met, except as provided in 3, below.

3. Transferred equipment relocated by the Company to the Site to be used as part of the Project may be counted at net book value, or, if requested and substantiated by the Company to the Authority's satisfaction, and approved by the Authority, its fair market value.

4. Machinery and equipment leased to the Company under an operating lease (even though such property is not titled to the Authority and is not leased to the Company under the Bond Lease) and other machinery and equipment owned or beneficially owned by the Company but not leased to it under the Bond Lease, shall be counted.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **December 12, 2008**

SUBJECT: **Nominate and Select Representative to the Fayette County Board of Health**
December 18, 2008, City Council Meeting

Recommendation:

That Council name one of its members to serve on the Fayette County Board of Health.

Discussion:

The Fayette County Board of Health meets quarterly on the second Tuesday of January, April, July, and October at 7:30 a.m. The board is comprised of seven members, two of which are appointed by the Mayor and Council of Peachtree City. Council Member Plunkett served as the designee in 2007 and 2008.

The current term for this position lasts until December 31, 2010; however, when Council Member Plunkett was appointed in 2007, Council asked that this item be placed on the agenda annually.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **December 12, 2008**

SUBJECT: **Nominate and Select Representative to Tourism Association**
December 18, 2008, City Council Meeting

Recommendation:

That Council name one of its members to serve on the Peachtree City Tourism Association (PCTA).

Discussion:

The PCTA Board includes one representative from the Mayor and City Council. Council Member Plunkett has served as the representative for 2008.

The board meets on the third Wednesday of each month at 6:30 p.m. in the Peachtree City Tennis Center.

Budget Impact:

This item has no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

FROM: **City Manager**

DATE: **December 16, 2008**

SUBJECT: **CONSIDER APPOINTMENTS OF RECREATION COMISSION MEMBERS**
Consent Agenda, December 18, 2008

The Selection Committee, composed of Mayor Pro-tem Cyndi Plunkett, Council Member Doug Sturbaum, Recreation Commission Chairman David Ring, and myself, considered five applicants for the vacancies on the Recreation Commission.

It is the recommendation of the Committee that Shayne Robinson be appointed to a three-year term that would expire on 12/31/2011, and Eric Imker be appointed to a five-year term that would expire on 12/31/2013. In addition, the Committee further recommends that Michael LeDonne be appointed 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.

RECEIVED
SEP 30 2008
PEACHTREE CITY
CITY HALL

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 five-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, OCTOBER 31, 2008**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

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

NAME: Shayne Robinson

ADDRESS: 323 Verdella Circle
Peachtree City, GA 30269

TELEPHONE (Day Time)

(Evening) 678 770-1750

(Email) ptcbmxbiz@aol.com

Shayne V. D. Robinson
Signature

09-30-08
Date

1. How long have you been a resident of Peachtree City? 11 years

2. Why are you interested in serving on the Recreation Commission? To further promote and enhance the existing sporting facilities we have. Also to follow-up consistently on the money due to Ptc. tax payers for their facilities from Fayette County

3. What qualifications and experience do you possess that would benefit the Recreation Commission? B.A. Psychology/Languages. Owner/Operator own business 10yrs. 2004-2009 Pres. Ptcbmx. 2006-2009 GA Bmx State Commis. Volunteer Year 2007. Chairperson Bike Club. Bmx Teenage Program in Summer. Presently Aug-Dec. 2008 Rec. Com. PTO

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

1987-1992 Unilever - purchaser.
1994-2005 Owner/Operator Vending Business.

5. Do you have any past experience relating to recreation? If so, describe. 2004-09. Pres. of Ptcbmx. 2006-09 GA Bmx State Comm. Volunteer of the Year 2007 Chairperson Bike Club. 2007-2009. Current Board Member.

6. Have you attended any Recreation Commission meetings in the past year and, if so, how many? Yes - all but May meeting.

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?

NONE.

9. Describe your current community involvement.

Cycling :- Bmx, mountain biking, teenage programs. Mentoring teenagers on the Bmx track. Currently putting tog- the Bike Friendly Application for the city - involves working with Police, Schools, and local businesses to educate, promote and encourage the healthy activity of cycling.

RECREATION COMMISSION
APPLICATION FOR APPOINTMENT

DEADLINE FRIDAY, OCTOBER 31, 2008, 5:00PM

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

NAME: Eric Imker

ADDRESS: 2407 Ashford Park

Peachtree City, GA 30269

PHONE: 678-364-0134

EMAIL: eric.imker@yahoo.com

Eric Imker
SIGNATURE

October 17, 2008
DATE

Eric Imker

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

   5 Years. September 2003 to present.

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

   I have a desire to improve recreation services available for our citizens. I personally enjoy all recreation activities and believe I understand citizen desires to add, change or remove activities' availability, location and/or structure. I understand the sometimes sensitive nature of choosing which activities should be included in seasonal offerings based on our citizen desires. I realize the complicated nature of arranging for locations and officials to provide the best possible venue and opportunity for our citizens.

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

   - Coached boys (14-15 years) basketball in 1976 in San Jose, CA
   - Official for university intramural basketball league in 1976 in Santa Clara, CA
   - Coached boys (12-13 years) basketball in 1979 in Hampton, VA
   - President of golf tournament committee in 1980 in Hampton, VA
   - Shot sub-par in professional golf tournament in 1982 in Fairborn, OH
   - Participated in state wide monopoly tournament in 1983 in Dayton, OH
   - Coached boys soccer between 1989-1997 in Grand Blanc, MI
   - Organized Boy Scout activities, 1991-1999 including 6 summer week camps as Assistant Scout Master
   - Coached girls (11-13 years) soccer between 1995-1996 in Grand Blanc, MI
   - AYSO certified soccer referee since 1996 in Grand Blanc, MI
   - Coached girls (12-13 years) basketball 1997 in Grand Blanc, MI
   - Director, Table Tennis Club 1999-2002 in Fenton, MI (Largest club in MI)
   - Tournament Co-Director for Michigan State Table Tennis Championship for 3 years, 2000-2002
   - Participated in adult indoor volleyball at PTC field house in 2007
   - etc, etc, etc

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

   - Program manager for primary payload of space shuttle mission STS-39, Discovery, 1991, US Air Force
   - Program manager for $1B Star Wars satellite, US Air Force
   - Vehicle systems electrical engineer from mid 1990s to early 2000s, General Motors
   - Senior manager for vehicle radio and rear seat entertainment systems, 2003-2007, Panasonic

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

   See question 3.

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

   Yes. Two.

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. I am retired.

9. Describe your current community involvement.

   Occasionally attend Planning Commission and Recreation Commission meetings. Participate in the "Keep Our Paths Clean" program by having selected a section of pathway to maintain free of trash. Provided amphitheater a selection of bands to choose for upcoming seasons. Voluntarily pick up trash from lake side areas while canoeing.

ERIC F. IMKER
Home (678) 364-0134
E-Mail Address: efifromptc@yahoo.com

QUICK SUMMARY:

30 Years experience in DoD Weapon Systems Acquisition, Program Management, Aerospace, Infrared Sensors, Electronics, Communications, Automotive and Computer Software Engineering, Production Factory for Printed Circuit Board (Surface Mount Technology) to Final Assembly.

Previous Jobs:
Senior Manager at Panasonic Automotive, General Motors applications, $1.1 Billion FY07.
Program manager for $1 Billion SDI "Star Wars" satellite program.
Program manager of primary payload, space shuttle mission #39, STS Discovery.
Program manager of several cryogenic sensor rocket launches ($50M - $80M each) from Alaska to New Mexico.
Technical representative for Government "Super SETA" (Science, Engineering and Technical Assistance).
Engineer for LANTIRN (Low Altitude Navigation & Targeting Infrared for Night) laser guided weapon program.

Titles:
Senior Manger, Program Management, Panasonic Automotive Corporation of America, Peachtree City, GA, 2003 – 2007
Senior Program Manager, Modern Engineering, Warren, MI, 1994 - 2003
Chief Engineering Technology, Hill Air Force Base, Layton, UT, 1993-1994
Sensors Technology Director, Pentagon, Washington DC, 1989-1993
Space Systems Program Manager, Hanscom Air Force Base, Boston, MA, 1985-1989

Education:
Graduate, Defense Systems Management College, Program Management, 1985
MS Computer Systems, Air Force Institute of Technology, 1982
BS General Engineering (Computer Science Option), San Jose State University, 1977

DETAILS FOLLOW

ERIC F. IMKER
Mobile (678) 525-6997 Home (678) 364-0134 Work (770) 302-1279
E-Mail Address: efifromptc@yahoo.com

30 years experience in the areas of aerospace, automotive, computer software development and DoD weapon systems acquisition. Expert at systems engineering, program management, requirements development, systems acquisition, risk assessment, critical path analysis, financial budgeting/tracking, Government/business/university contracting and personnel management.

9/03 – 6/07 **Senior Manager, Program Management,** Panasonic, Peachtree City, GA

Panasonic's Senior Manger of Program Management for development of automotive products for General Motors, North America Operations. Organize and direct the activities of six engineering managers and engineering staff of over fifty. Review contracts for cost, schedule and technical performance requirements. Prepare fiscal year budget requirements and submit to executive vice president for approval. Review processes and procedures of all departments from engineering, manufacturing, purchasing, quality and administrative to integrate workflow including defining roles and responsibilities. Interface with high-level customer decision makers to provide monthly status of on going projects.

6/94 – 8/03 **Senior Program Manager,** Modern Engineering, Warren, MI

Modern Engineering's most senior contract employee at General Motors Warren Technology Centre. Responsible for program management imperatives for future GM luxury and prestige vehicles (Buicks and Cadillacs). Lead manager for directing GM functional disciplines including engineering, purchasing, assembly plants and marketing. Held position of Vehicle Systems Engineer for 20 different vehicles simultaneously. Directed high technology electrical engineering and software integration on these vehicles. Developed business cases for new feature option. Directed tasks from requirements and specification development, mechanization drawings, integration testing, mockup, prototype builds to assembly line production. Was responsible for successful integration of technologies such as Infotainment, Navigation using GPS, Phone/OnStar Communications, On-Board Computer Networking, Head-Up Displays, Adaptive Cruise, Express-Up Windows, Rear Parking Aid, Advanced Vehicle Suspensions, etc. Responsible for cost, schedule and technical performance. Transitioned office environment from a main frame based data storage process to a Lotus Notes data base management system and then into a web based data retrieval system. Received special GM executive achievement award for developing office processes that streamlined change management, reduced in house costs and improved profit margin.

1977 - 1994 United States Air Force

Chief, Engineering Technology, Hill Air Force Base, Layton, UT, 1993-1994

Directed office of research and technology application. Supervised government and industry PhD level scientists and engineers. Directed engineering projects to improve Air Force weapon system operational performance including reliability and maintainability program that included software programs in support of major aircraft and missile systems. Designated as Technology representative to Base Senior Engineering Council. Chairman of Hill Air Force Base technology transfer symposium that included Governor Leavitt, State of Utah. Awarded Air Force Meritorious Service Medal.

Director, Sensors Technology, Pentagon, Washington DC, 1989-1993

Assigned to the Office of the Secretary of Defense, Strategic Defense Initiative Organization (SDIO). Program manager for successful $1 billion cryogenic infrared and space surveillance experiment satellite, Midcourse Space Experiment (MSX) program. Wrote Program Management Plan that defined the goal of the mission, roles and responsibilities of personnel and physical resources, data collection objectives, analysis and follow on experimentation. Responsible for satellite engineering, focal plane array with filter development, integration of payload to Delta rocket, launch, mission operations and data analysis. Mission objectives included developing several "target" intercontinental missile payloads for MSX in-flight acquisition, identification of targets (real or decoy) and passing state vectors to land based processing centers. This included distribution of data for software analysis to laboratories across the nation (Johns Hopkins Applied Physics Laboratory, MD; Massachusetts Institute of Technology, Lincoln Labs, MA; Naval Research Laboratory, Washington DC; Sandia National Labs, NM; Utah State University, Space Dynamics Lab, UT; Aerospace Corporation, CA; Lockheed-Martin: Rockwell etc.) Prepared briefing material for Ambassador Cooper, SDIO Director, who in turned briefed the Secretary of Defense and President on this high value and important experiment for national security.

Responsible for "Super SETA" (Science, Engineering and Technical Assistance) Task Order Contract for entire Sensors Directorate for the Strategic Defense Initiative Organization. Was COTR (Contracting Officer's Technical Representative.)

Director, Sensors Technology, Pentagon, Washington DC, 1989-1993 (Continued)

Directed development of space shuttle primary payload (CIRRIS & IBSS) for STS-39 mission. This included integration of hardware developed at MMB, Germany as well as many corporations in the US. Was at Kennedy Space Center for launch, May 1991 and flew to Houston, TX for seven-day mission execution. Mission was 100% successful.

Directed other rocket probe (SPIRIT II & EXCEED IV) missions. SPIRIT II was launched from Poker Flats, Alaska and EXCEED IV was launched from the Sandia range, NM. Both missions were 100% successful. Mission details available upon request.

Directed computer model development in the investigation of natural and nuclear earthlimb background phenomenology. This included development of scientific software in a high performance computer environment for simulating nuclear blast events. Familiar with parallel computing processing requirements and multiprocessor integration.

Was lead government technical representative for contract research with major corporations and academic institutions. Directed a $400M ten-year contract award to the Applied Physics Laboratory of Johns Hopkins University, MD. Managed day-to-day research and engineering development. Likewise for a $125M seven year contract award to the Space Dynamics Laboratory at Utah State University. Obtained congressional approval for both contracts above because of the long duration of the contract award. Usually not done.

Responsible for financial and contractual oversight for all of the above. Awarded Defense Meritorious Service Medal.

Program Manager, Space Systems, Hanscom Air Force Base, Boston, MA, 1986-1989

Assigned to the Air Force Geophysics Laboratory. Worked with PhD level scientists and briefed senior government employees (General and Government Executive Service equivalent) on status of research. Program manager for two Star Wars cryogenic infrared sensors primary payloads (CIRRIS & IBSS) that were successfully flown on STS-39 in May 1991. Was lead government technical representative for University of Arizona and MIT Lincoln Labs contract research in support of STS-39. Managed several other defense department secondary payload experiments flown on other shuttle missions. Awarded Air Force Meritorious Service Medal.

Student, Defense Systems Management College, Ft Belvoir, VA, 1985

Graduated from DSMC, Program Managers Course. The premier institution for government training of future leaders in systems acquisition. The DSMC PM course is congressionally directed mandatory training for all General rank officer and civilian equivalent personnel in the Department of Defense. It emphasized not only large contracts (greater than $1B) but also the university connection during basic research and conceptual development.
**** Exceeds all requirements for PMI certification. ****

ERIC F. IMKER

LANTIRN Engineer, Wright-Patterson Air Force Base, Dayton, OH, 1983-1984

Air Force reconnaissance, strike and electronic warfare systems engineer. Specialized in LANTIRN (Low Altitude Navigation & Targeting Infrared for Night) warfare programs, AN/AAQ-13 & AN/AAQ-14. Developed requirement, standards and procedures as well as department budgets for testing and qualifying systems to meet military acceptance testing.

Student, Air Force Institute of Technology, Wright-Patterson Air Force Base, Dayton, OH, 1981-1982

Graduated with MS degree in Computer Systems. Thesis, "Design and Development of a Distributed Database Management System for Microcomputers". Included preliminary conceptualization of message processing techniques.

Director, TACS Testing, Langley Air Force Base, Hampton, VA, 1977-1981

Directed interservice Tactical Air Control System computer software integration tests. Coordinated tests involving Army, Navy, Marine, E-3A (flying radar command post) and other radar tracking stations. Awarded Air Force Commendation Medal.

EDUCATION: Program Management, Defense Systems Management College, VA 1985, Professional Degree
USAF Air Command and Staff College, Maxwell AFB, AL 1984, Professional Degree
MS Computer Systems, Air Force Institute of Technology, OH 1982
USAF Squadron Officer School, Maxwell AFB, AL 1980, Professional Degree
BS General Engineering (Computer Science Option), San Jose State University, CA 1977

SOFTWARE: MS Office, Proficiency - Expert
Lotus Notes and Outlook E-mail and Data Bases, Proficiency - Expert
Web Master of own .com site (html). Proficiency - Expert
Other Software – Fortran, C++, Ada, Pascal, Assembly, etc. Proficiency - Intermediate

OTHER: Candidate, Dean of Engineering, Baker College, MI, 1999
Awarded US Air Force Master Space Badge Rating 1992 (7+ Years Experience)
Awarded Office of the Secretary of Defense Organizational Badge 1989
Top Secret Clearance expired 1996
Member, Military Officers Association of America, MOAA

RECEIVED
OCT 31 2008
PEACHTREE CITY
CITY HALL

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 five-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, OCTOBER 31, 2008**. The City will contact you within two weeks of the application closing date.

If you have questions, please call 487-7657.

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

NAME: Michael LeDonne

ADDRESS: 408 Calgary Drive
Peachtree City GA 30269

TELEPHONE (Day Time) 404-519-1411

(Evening) 770-487-4125

(Email) mLeDonne22@MSN.Com

[signature]
Signature

10/31/08
Date

1. How long have you been a resident of Peachtree City? **13 years**

2. Why are you interested in serving on the Recreation Commission? **I have always had a passion for sports, as a fan, participant, and coach. When my family moved to Peachtree City 13 years ago, it was the numerous recreation opportunities the city provided that attracted me. Serving on the commission I hope will ensure the same opportunities are available to my grand children and the next generation of families.**

3. What qualifications and experience do you possess that would benefit the Recreation Commission? **I have served on the Board of Directors for Peachtree City League, served as a volunteer for several positions, including Manager, Player Agent, and umpire.**

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

5. Do you have past experience relating to recreation? If so, describe. **Served on the Board of Directors for Peachtree City Little League. Have organized numerous softball tournaments.**

6. Have you attended any Recreation Commission 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 on the Recreation Commission? **No**

9. Describe you current community involvement? **I am presently involved in 2 ministries at Holy Trinity Catholic Church. The Knights of Columbus is a men's fraternity focusing on providing service and assistance in the community and fellowship for the men of the church. Publix Ministry, in which I pickup day old bread products from two local Publix Supermarkets and deliver to a homeless shelter in downtown Atlanta.**

MICHAEL J. LEDONNE

408 CALGARY DRIVE
PEACHTREE CITY, GEORGIA 30269
H: 770-487-4125
C: 404-519-1411
MLEDONNE22@MSN.COM

SUMMARY

A highly qualified, growth-driven operations manager with extensive experience in multi-division leadership, field office start ups, performance turnarounds, finance, shipping, warehousing, and information services. Possesses a proven ability to develop customized analyses and reports to guide strategic planning, define and implement key performance indicators, reduce cycle times and SKUs, and create and widen revenue streams. Combines expert communication and problem solving skills with an innate drive for success to consistently exceed expectations.

EXPERIENCE

Impact Resource Group, Atlanta, Georgia
Director, In Store Service/Fulfillment, 2001-Present

Held responsibility for all in store service, project, and demonstration services. Managed a department consisting of a staff of ten, including five direct reports supporting two operating divisions and a total of 3,000 employees. Department responsibilities included IVR (Interactive Voice Response) maintenance, all reporting and analyses for two operating divisions producing over $20,000,000 in revenue, field communication, help desk, SKU Table maintenance, warehouse/fulfillment, special project set-up, maintenance, reporting, and execution, delivering field management IVR training, supporting six account managers with client reports and execution performance, American Express P-Card maintenance and reporting, and payroll system maintenance.

Retail Marketing Services/WRTA, Inc. *(presently Impact Resource Group),* Atlanta, Georgia
Director Field Operations, 1999-2001

Held responsibility for overall field operation, including managing and supervising a team of Regional and District Managers, ensured all company policies and procedures are followed, responsible for overall budget and financial success of field operations, recruited, trained, developed, and maintained field managers, set expectations and challenge field managers to achieve company's operational and profitability goals, directed performance on all company programs to meet all client and company expectations, ensured Key Performance Indicators were achieved for all clients, developed and maintained strong client relationships, and reviewed revenue generation, analyzed profit and loss statements, and maintain expenditures.

Account Manager, 1998-1999

Held responsibility for the management of clients' accounts. Provided in-depth product training to field staff for clients via on site training. Prepared periodic reports for clients. Ensured the clients' overall objectives and requirements were being met by working with field management and staff. Documented and communicated successes and demonstrated the company's unique value added service to clients. Delivered project management and managed the implementation of clients' products or programs. Reviewed and monitored contractual support and service level agreements. Scheduled, managed, and participated in regular client meetings.

Atlantic Southeast Airlines, Atlanta, Georgia
Ramp Coordinator, 1997-1998

Coordinated all ramp and cabin service activities to ensure demands were met in a timely fashion. Interacted with other department coordinators to enhance station efficiency. Reacted and provided logistical need of the operation. Communicated with station manager to effect decisions that were in the best interests of the customer.

Champs Sports, Bradenton, Florida
District Manager, 1987-1997

As District Manager, Atlanta District: Directed the operation of a $27,000,000 district, including the supervision of 17 stores producing profits of $2,500,000 annually. As District Manager, Florida West Coast: Held responsibility for supervising the operation of 17 stores producing annual sales of $18,000,000 and annual profits of $1,500,000.

As Manager Trainee: Directed the daily operation of an individual store achieving targeted productivity objectives. Held responsibility for the training and development of all management trainees within the district.

ADDITIONAL EXPERIENCE

Harris 3M Document Products, Miami Lakes, Florida, ***Account Executive,*** 1987. Coordinated and developed sales within a protected territory. Assisted business customers in the selection of office copier systems.

Webster Sport Centers, Fort Lauderdale, Florida, ***Store Manager/Buyer/District Manager,*** 1978-1987. Reported directly to the owner of the company. Held positions of Store Manager, Buyer, and District Manager simultaneously. Developed new and maintained existing team accounts. Attended industry trade shows, working with vendors to develop long-term relationships, while placing orders for current and future store needs. Coordinated and assisted in the opening of two new stores. Consolidated the buying of four stores into one, increasing open to buy and inventory turn.

PERSONAL

Married; three children.
Little League Umpire and Commissioner.
Enjoys golf, basketball, and computer video editing.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager

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

DATE: December 17, 2008

SUBJECT: Resolution and Agreement for Deposit Account and Bank/Corporate Services – RBC Bank

December 18, 2008, City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached Resolution and Agreement for Deposit Account and Bank/Corporate Services with RBC Bank.

Discussion:

The City currently has a banking relationship with Wachovia Bank that has provided the City with exceptional returns on our investments over the last several years. Under current financial conditions, those arrangements with Wachovia Bank are no longer providing the best possible returns to the City. Finance Department staff is reviewing additional options available to the City including issuing a new RFP for banking services and diversifying the City's investments to maximize returns. Last week the City transferred the 2008 November tax collections to the State of Georgia Local Government Investment Pool. In order to continue to diversify, City Staff is requesting the Council approve a relationship with RBC Bank for the purchase of a certificate of deposit fully collateralized under State of Georgia laws. Attorney Ted Meeker has reviewed this resolution and agreement.

Budget Impact:

This specific action does not impact the General Fund budget. However, it is expected the City will be able to generate additional interest revenues by diversifying investments in other banking institutions.

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

Thank you for your attention to this matter.

Attachment

JIC/RBC Banking Services

RBC Bank[SM]

Resolution And Agreement
For Deposit Account and Bank/Corporate Services

This Resolution and Agreement is submitted by CITY OF PEACHTREE CITY
(hereinafter referred to as the "Customer") designating RBC Bank (USA) as a depository institution for the Customer.

☐ If checked here, the Customer also operates under or is usually identified by a trade name, as follows:

The Customer is duly organized and operates as a: Public Funds

BE IT HEREBY RESOLVED, AUTHORIZED AND AGREED THAT RBC Bank (USA) (hereinafter "Bank") be, and it hereby is, designated as a depository institution for the funds of the Customer.

1. **FURTHER RESOLVED,** that any and all types of deposit accounts, including without limitation checking, savings, time, certificate receipts and certificates of deposit, and any other accounts may be opened in the Customer's name with the Bank in accordance with the applicable rules and regulations for such accounts.

2. **FURTHER RESOLVED,** that any one of the persons named below in this paragraph 2 (hereinafter referred to as "Authorized Representatives") is **HEREBY AUTHORIZED,** on behalf of the Customer and in its name or trade name, if applicable, to sign checks, drafts, notes, bills of exchange, acceptances, certificate receipts, certificates of deposit or other orders for the payment of money relating to any account(s) in the Customer's name for which they have also signed the deposit agreement and/or signature card; to endorse checks, notes, bills, certificate receipts, certificates of deposit or other instruments owned or held by the Customer for deposit with the Bank or for collection or discount by the Bank relating to any account(s) in the Customer's name for which they have also signed the deposit agreement and/or signature card; to accept drafts, acceptances and other instruments payable at the Bank; to place orders with the Bank for the purchase and sale of foreign currencies on behalf of the Customer to deliver, cash, negotiate, obtain payment on or present any check, note, bill, draft or other instrument made or drawn to or endorsed by the Customer, and to waive presentment, demand, protest, notice of protest or notice of dishonor of any check, note, bill, draft or other instrument made or drawn to or endorsed by the Customer; to initiate or cause the initiation of electronic fund transfers through any access device (e.g., debit card, credit card, code) issued by the Bank or authorized by the Bank relating to any account(s) in the Customer's name for which they also signed the deposit agreement and/or signature card.

THIS SECTION MUST BE COMPLETED. (Please print or type.)

Names of Authorized Representatives	Title

(These Authorized Representatives must also sign a deposit agreement and/or signature card.)

3. **FURTHER RESOLVED,** that Bank may pay or honor any of the instruments described in paragraph 2 above cashed, drawn against or deposited to any account in the Customer's name or otherwise charged against the Customer by any or all individuals whomsoever, whether authorized or unauthorized, who shall make use of a sample or other facsimile signature or endorsement bearing the Customer's name or trade name, if applicable, and indicated on the signature card or below:

Facsimile Signature Used By Customer

4. **FURTHER RESOLVED,** that, the Bank may cash checks, drafts or money orders payable to cash or to the Customer (irrespective of any special or restrictive endorsement thereon) when endorsed by an Authorized Representative in his or her individual capacity or representative capacity, and, further, that any Authorized Representative may from time to time designate in writing to Bank any other officers, employees, agents or persons who are authorized to cash checks payable in or to initiate electronic fund transfers in the Customer's name or trade name, if applicable, which authorization, unless limited by its terms, shall remain in effect until a written notice signed by any Authorized Representative is received by the Bank at the same office to which the original authorization was delivered.

5. **FURTHER RESOLVED,** that the Bank be, and it hereby is, authorized to honor, receive, certify or pay all instruments signed in accordance with the foregoing resolutions or electronic fund transfer initiated in accordance with the foregoing resolutions, even though drawn to cash, drawn or endorsed to the order of an Authorized Representative signing the same, or tendered by him or her for cash, in payment of the individual obligation of such Authorized Representative or for deposit to his or her personal account, and the Bank shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any instrument signed in accordance with the foregoing resolutions or electronic fund transfer initiated in accordance with the foregoing resolutions, or the application or disposition of such instrument or the proceeds of such instrument or electronic fund transfer.

6. **FURTHER RESOLVED,** that, any Authorized Representative is authorized to execute a Safe Deposit Agreement, the terms of which are hereby incorporated by reference, by and between the Customer and the Bank.

7. **FURTHER RESOLVED,** that, any Authorized Representative is authorized to execute a Night Depository Agreement, the terms of which are hereby incorporated by reference, by and between the Customer and the Bank and is authorized to appoint agents to receive, open and process the contents of night depository bags and to revoke the appointment of such agents.

8. **FURTHER RESOLVED,** that, in connection with electronic fund transfers authorized in the foregoing resolutions, any Authorized Representative is authorized to execute an Electronic Funds Transfer Agreement, if required or otherwise requested by Bank,the terms of which are hereby incorporated by reference, by and between the Customer and the Bank and is authorized to designate "Authorized Agents" thereunder on Authorization Forms supplied by the Bank. **FURTHER RESOLVED,** that in connection with electronic fund transfers, the Bank may from time to time (i) issue a debit card or other access device to any Authorized Representative, such debit card or other access device to be in the name of the Customer and have printed thereon the name of the Authorized Representative, (ii) designate an Authorized Representative as the person authorized to access any funds, redeem any points or other rewards which may be earned and pooled under the Customer's name from time to time as a result of electronic fund transfers through use of debit cards and other access devices issued by the Bank to Authorized Representatives, and (iii) undertake or refrain from undertaking any and all other acts or actions with respect to electronic fund transfers authorized under the resolutions as the Bank may deem necessary or appropriate.

9. **FURTHER RESOLVED,** that, any Authorized Representative is authorized to execute a Cash Management Agreement, Master Repurchase Agreement, and Sweep Service Agreement, the terms of which agreement(s) is/are hereby incorporated by reference, by and between the Customer and the Bank.

10. **FURTHER RESOLVED,** that, any Authorized Representative, or such other persons as may be named by an Authorized Representative by written notice to the Bank, are authorized to place verbal orders for the purchase of RBC Bank (USA) commercial paper, pursuant to the terms and conditions of the RBC Bank (USA) Unsecured Master Notes Terms set forth on each Confirmation, which terms are incorporated herein by reference, or purchase of Repurchase Agreements for the account of the Customer. Unless limited by its terms, the authorization of other persons to act under this paragraph 10 shall remain in effect until a written notice signed by any Authorized Representative is received by the Bank at the same office to which the original authorization was delivered.

11. **FURTHER RESOLVED,** that, any Authorized Representative is authorized to execute the Bank's Indemnity Agreement or other agreement required by the Bank to induce Bank to replace a lost check, instrument or security as described therein.

12. **FURTHER RESOLVED,** that the Bank is authorized to obtain information from ChexSystems or any other party concerning the Customer's previous banking deposit relationships, and the Bank may provide information to such services concerning the Customer's accounts with the Bank.

13. **FURTHER RESOLVED** , that, any Authorized Representative is authorized to execute a RBC Bank Online Money Management Enrollment Agreement or other agreement for the use of either Quicken® Microsoft Money® or Quickbooks® software, or for use of any other internet, web banking or other online service offered from time to time by the Bank, including, without limitation, online transfers, online bill payment and online account aggregation. Customer acknowledges that payments and transfers of funds may be made electronically through an online network to which personal computer(s) will be connected and that one or more access passwords and/or personal identification numbers (PINs) will be provided to or selected by an Authorized Representative in order to control access and provide security to Customer's accounts and to the network system. Further distribution and security of the access passwords and PINs will be the responsibility of that Authorized Representative. **FURTHER RESOLVED**, that Customer assumes all responsibility for security of software, access passwords and PINs and agrees to protect them from use by unauthorized persons, and that Customer agrees to indemnify and hold Bank harmless from any and all damages and costs and expenses, including without limitation reasonable attorney's fees, incurred or perceived to be incurred resulting from unauthorized internet, web banking or other online use of any of Customer's accounts.

14. **FURTHER RESOLVED,** that this Resolution and Agreement, and each resolution herein, shall be continuing in nature and is within the scope and powers provided in the Customer's governing documents (whether they be articles of incorporation, by-laws, partnership agreement or other agreements or rules governing the Customer); that if any material change therein shall occur or if any change in ownership or organization of the Customer shall occur, or if there shall be a change in any of the Authorized Representatives named above, the Secretary or an Assistant Secretary (if the Customer is a corporation) or a manager or managing partner, agent or representative (if the Customer is other than a corporation) shall immediately certify such changes to the Bank by submission of a new Resolution and Agreement and deposit agreement and/or signature card for any account(s) thereby affected; that the Bank shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage, including without limitation reasonable attorney's fees, resulting from, or growing out of, honoring such certifications or refusing to honor any notice not properly certified; that receipt of such certification shall not affect any action taken by the Bank prior thereto in reliance on this Resolution and Agreement; and that in the event of any dispute pertaining to any account(s) of the Customer, the Bank's records shall govern.

15. **FURTHER RESOLVED,** that, if the Customer is a corporation, the Secretary or an Assistant Secretary be, and hereby is, authorized and directed to certify these resolutions to the Bank and further to certify that the provisions hereof are in conformity to the Customer's charter and by-laws.

FOR SOLE PROPRIETORS, UNINCORPORATED ASSOCIATIONS AND OTHER TYPES

I hereby certify that I am the owner or a managing agent, representative or trustee of the Customer named above in this Resolution and Agreement; that the above is a true copy of resolutions duly adopted by myself or the governing body of the Customer in accordance with procedures which have been duly adopted to govern the Customer; and that such resolutions are in full force and effect and have not been amended or rescinded.

In witness whereof, I have hereunto set my hand and seal (on behalf of the Customer,if not an individual), this ____________ day of ______________ , _____ .

______________________________________ **(SEAL)**

Title: ______________________________

RBC Bank™

Non-Personal Signature Card

ACCOUNT NUMBER: 6019128925
BRANCH: Atlanta Commercial
OPENED BY: 4NW-HALL, KIM Z
DATE: 12/16/2008

ACCOUNT TYPE: CD - Public: $100,000+
ACCOUNT OFFICER: PUB-ENTERPRISE RESEARCH
LOCATION: Municipal Financeance Commercial

NAME AND ADDRESS OF DEPOSITOR(S)

CITY OF PEACHTREE CITY
151 WILLOWBEND RD

PEACHTREE CITY, GA 302693104

TAXPAYER CERTIFICATION Tax ID Number: 581079955
NOT SUBJECT TO WITHHOLDING
Under penalties of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to withholding as a result of a failure to report all interest and dividends, or the IRS has notified me that I am no longer subject to backup withholding. (3) I am a U.S. person (including a U.S. resident alien).

OWNERSHIP TYPE: OTHER (state type) Public Funds
(For example, Public Unit)

The Depositor, through the undersigned, hereby agrees with RBC Bank (USA) to open the account designated above and agrees that it has received, read and accepted all the terms and conditions which are applicable to the account as set forth above and in the RBC Bank (USA) Service Agreement, and in the current Schedule of Fees applicable to the account. The undersigned each further certify that he/she is a duly authorized representative of the Depositor and that all information provided herein, including the Taxpayer Certification information above, is true and correct. **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Authorized Signature/Title Date
Authorized Signature/Title Date

Authorized Signature/Title Date
Authorized Signature/Title Date

Authorized Signature/Title Date
Authorized Signature/Title Date

IDENTIFICATION
Type of ID/Number: /
Place of Employment:
ChexSystems Verified: No

Home Phone:
Business Phone: 7704877657

CNSIGN01 (2005/10)