

City Council of Peachtree City
Agenda
December 6, 2007
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Remind Attendees to Turn Off Cell Phones
 - Recognize Clint Murphy for 10 Years of Service
 - Recognize CERT Graduates and CERT Program Coordinators
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - November 15, 2007, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider Mutual Aid Agreements
 - 2. Consider Surplus of Old Hazmat Team Trailer
- IX. Old Agenda Items
 - 10-07-05 Consider Proposed Changes to PCTA Bylaws and Articles of Incorporation Relating to Make-up of Board of Directors
 - 10-07-13 Consider Request for Abandonment of Line Creek Circle and a Portion of Line Creek Drive
 - 10-07-17(b) Consider Alcohol Ordinance – Special Events, Brown Bagging, Definition of Premises
 - 11-07-07 Consider Name for the West Village
 - 11-07-17 Consider Ordinance Amendment – Allow Segways on Cart Path
 - 11-07-18 Consider Postponing Agenda Item Concept Approval of Intersection Improvements for Walt Banks/Peachtree Parkway and Crosstown/ Peachtree Parkway until January 17
- X. New Agenda Items
 - 12-07-01 Consider Cancellation of December 20 Meeting
 - 12-07-02 Consider December 31 as Employee Holiday
 - 12-07-03 Consider Update of Financial Policies
 - 12-07-04 Consider Development Agreement for Dominion Partners/Somerby Rezoning
 - 12-07-05 Consider Resolution on Opposition to HR 900 GREAT Proposal Pertaining to Tax Information
 - 12-07-06 Consider Position Reclassification – Facilities Maintenance Manager
- XI. Council/Staff Topics
- XII. Executive Session

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

City Council of Peachtree City
Minutes of Meeting
November 15, 2007
7:00 p.m.

The City Council of Peachtree City met Thursday, November 15, 2007, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Mike Harman, Stuart Kourajian, and Cyndi Plunkett.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized the district and state Georgia Recreation and Parks Association award recipients, including Matt McMahan and Brian Huefner, co-chairs of the Youth Council Serving Fayette County, Volunteers of the Year for the Fourth District; Bonnie Mullikin, The Gathering Place and the Recreation Department's T.E.A.M. program, State Volunteer of the Year for 2007; Jim O'Connell, athletic coordinator, Marketing and Visibility Committee Publication Award for population category 30,001- 80,000; and Carolyn Stanton, manager of leisure programs, Mike Daniel Award, the highest state honor for programmers. Mayor Logsdon recognized the McIntosh High School girl's volleyball team as state champions.

Public Comment

Richard Spain spoke regarding the PTC 101 program. He said a great job had been done and encouraged every citizen to take the class.

Agenda Changes

There were no changes.

Minutes

Plunkett moved to approve the November 1, 2007, regular meeting minute as written. Boone seconded. The motion carried unanimously.

Consent Agenda

1. Consider 2007 Budget Adjustments
2. Consider 2008 Budget Adjustments
3. Alcohol License – Change in Licensee & License Representative – Smokey Bones

Harman moved to approve the Consent Agenda. Plunkett seconded. The motion carried unanimously.

Old Agenda Items

10-07-13 Consider Request for Abandonment of Line Creek Circle and a Portion of Line Creek Drive

City Attorney Ted Meeker clarified that the developer was requesting the City abandon Line Creek Circle and Line Creek Drive. He reminded Council that the applicant had withdrawn his request at the October 18 meeting, so the item was pulled from the agenda. The abandonment would start at the end of the Flexxon property, then move south encompassing all of Line Creek Court.

Doug McMurrain of Capital City Development addressed Council. He said his request was the same as before, but he was taking the big box off the table. He asked Council for a clean slate to work on. The substandard road, which was cracked and needed resurfacing, sat in the middle of the tract, bisecting the property and limiting how the project could be designed. The Planning Commission would not hear his application with the road in the middle of it. He was prepared to present a plan that Council and the residents would endorse. The plan had to go to the Planning Commission before it would come back to Council, so there would be numerous bites of the apple to get a plan that was right for the City.

Logsdon explained to those attending the meeting that the request was to abandon the street. If Council made a decision at this meeting, it was merely to abandon the streets. The developer would have to return to Council at a later date to buy the land, and Council would make the decision to sell the land at that time. When the land was sold, Council would then be able to put any restrictions on the property regarding big boxes or anything that was needed. He noted that Richard Spain and Tim Lydell had asked to speak.

Spain read the position paper from the Peachtree City Civic Association (PTCCA). (A copy of the position paper is included in the official meeting file.) The PCCA was opposed to the Central Park at Line Creek and the abandonment and sale of Line Creek Circle and a portion of Line Creek Drive. He asked Council to vote against the request to abandon the roads. Without the roads, there was more potential for a site plan that was consistent with the City's Comprehensive Plan and the 54 West design guidelines. A large scale big box development would be detrimental to the City. The special use permit required the developer to prove conformance with the Comprehensive Plan. There was no overwhelming public interest in the proposed project. Approving the abandonment and sale of the roads would set a legal precedent. Ordinances based on opinion were the target of litigation. Developers would be inclined to proposed similar developments in the future and challenge the City's opinion in court, which would cost the City time and money. The 54 West overlay and design guidelines required an upscale appearance in any development in the area. There had to be a system in place to hold developers liable who did not abide by the ordinance. The parking was located between the street and store, which was contrary to the existing ordinances. The PTCCA opposed the Central Park project as it had been presented to the public and encouraged the Council to deny any action that would facilitate the development as proposed on this site. The PTCCA also asked that its position paper be included in the minutes of the meeting. The roads were needed in order to build a big box, but not the smaller scale village concept proposed by the Comprehensive Plan.

Lydell, president of the Cardiff Park Homeowners Association (HOA), noted he was also a member of the PTCCA. The residents of his subdivision had a vested interest in what happened on the property. They had worked with McMurrain on a plan that was amenable to the neighborhood, the City, and the developer. The plan was not acceptable to the majority and had been shot down. The residents were very concerned and did not want another Lexington Circle. Lydell continued the Cardiff Park residents believed the roads should be abandoned so the developer would have a clean slate to build on, provided there were restrictions that the development would not be seen, heard, or smelled by residents of Cardiff Park. The developer had made that commitment to the HOA. He asked for the same restrictions on the new plan that

would be presented. He asked Council to abandon the roads, get as much money as they could for the City, and to protect the residents of Cardiff Park.

Logsdon asked for any questions or comments and if everyone understood the process.

Kourajian asked McMurrain if the roads needed to be abandoned before he could talk to anyone. He noted that one of McMurrain's earlier plans had not required the road abandonment. Kourajian did not want to sell the roads for the sake of selling them. If a project was the right thing for everyone, then he was amenable to the abandonment and sale of the roads. At this time, he did not know what would be presented. McMurrain said the City would have the second and third bites of the apple. The City had to approve the conceptual site plan, according to its ordinances. He could not even go to the Planning Commission to start the process with the roads there. They would not hear it. He owned all the property except the first 100 feet next to the Flexxon property. The roads were a liability to the City, and they generated no taxes. He would pay the City whatever the appraisers said was the fair market price for the land the roads were on. He would turn the roads into commercially rated roads, which would help the tax digest. He was committed to a project that would not be seen, smelled, or heard in Cardiff Park. McMurrain continued that everyone wanted Whole Foods. He pointed out that those particular stores exceeded 32,000 square feet, so he would have to come back to Council for a special use permit. Council would have an opportunity to say yes or no on the project. He could not talk to potential tenants about "maybes."

Kourajian asked if the roads would have to go out for bid if they were abandoned. City Manager Bernard McMullen said that, if the same property owner was on both sides of the road, the City could offer the property to that owner as long as the owner paid at least fair market value. He added that the property was currently zoned GC. Any building of more than 32,000 square feet had to come before Council for approval. Anything less than 32,000 square feet required Planning Commission approval only. Council could put restrictions on the deed for the land for final site plan approval, but that was not a normal part of the process. Logsdon clarified that the deed restrictions were part of the sale of the land.

Plunkett said Council should set some criteria and only abandon the road if the criteria were met. She did not want to abandon the road looking for future criteria. She would only vote to abandon the roads if the plan made sense. Meeker said it could be done either way. McMullen had just laid out the different options. Council had to choose the option it wanted.

Logsdon said he did not disagree with Plunkett. The streets did not go anywhere and were not in the transportation plan. The City would want the restrictions set before the property was sold. He asked if the City could get an appraisal on the land without abandoning the roads. Meeker said yes. Council had to vote to abandon the roads, then the process to sell the property could begin. Harman asked what would happen if Council abandoned the roads, but decided not to sell the property. Meeker said that, under the statute, there could be a potential issue if the City abandoned the roads and did not sell the property.

Harman noted that Council had discussed this once before and most of the members had agreed to discuss abandoning the roads so a plan could be presented to the Planning Commission. He asked McMullen what the difference was. McMullen pointed out that, according to the ordinances, the developer must either own the property, or have an option to buy, prior to bringing a plan to the Planning Commission. Boone clarified that the developer could not bring a plan to Planning Commission without roads being abandoned. He said Council could do the two steps at the same time – abandon the roads, then sell the land. Plunkett said Council could do it as it had been done before, with a charette with the neighbors. There had been a plan without abandoning the roads. McMurrain said the road did not go anywhere. It was a liability, not an asset. The City still had ordinances he had to comply with. He had gone down that road once, and Council had changed its mind. He was asking for a clean slate to draw on and work with the Planning Commission on. He would bring it back to Council for final approval.

Logsdon said Council would put the restrictions giving Council the right to say what the project looked like prior to selling the land. Plunkett said the minute Council abandoned the roads it would open up the door to the next developer. Meeker verified that the process to dispose of the property should begin as soon as the roads were abandoned. Plunkett continued that McMurrain could sell the property, which would create a position the City did not want. Plunkett wondered what Council would be setting itself up for. Meeker said it could be an issue, whether it was a winning issue or not, he did not know.

Plunkett said she would not agree to abandon the roads until she knew what the restrictions would be and what was going to be done. Kourajian agreed. If McMurrain sold his property, then another developer could put in anything they wanted within the City's current restrictions. Plunkett said they had nothing to validate the promises McMurrain made. McMurrain said he had been working on this project for two years. He was trying to complete his work. He had worked with Cardiff Park and Planterra. He needed to go out to market with a plan, and he was trying to come up with a unique plan. Putting restrictions on the property was short-sighted because Council did not know what the plan was. The tenants would drive the plan in this case. Georgia law said he had first right to buy the land. He had the funding and was prepared to buy the land at fair market value. He would come up with a Peachtree City project that would be much nicer than anything in place now.

Harman asked Council what they would do if a Whole Foods or Fresh Market wanted to be a tenant, but the restrictions put on it would preclude that business from coming to the City. Plunkett said Council could change the deed restrictions to fit the plan because the roads would not have been abandoned yet. Harman asked who would look at the plan – Council or Planning Commission. The new Council could not evaluate the plan; Council Members were not planners. It would be wrong for the plan not to go through the Planning Commission. Plunkett said Council would not approve the site plan, but was willing to abandon the road based on the plan that was presented. Kourajian said he was not willing to give up City property without knowing what it was for, but he was interested in doing the right thing for the right reason. Whole Foods could go out of business. There should be restrictions as to what the building could be used for. McMurrain reiterated that a Whole Foods would exceed the big box

ordinance. If Council put a restriction for no big boxes on abandoning the roads, then Council would eliminate any chance for a Whole Foods. Council had the final decision on the site plan.

Logsdon asked McMurrain if he could show Council a plan like he had for Kohl's without Council taking any action. McMurrain said he could not keep circumventing the Planning Commission. Logsdon said Council would like to see the concept before it went to the Planning Commission. If it was the right plan, Council would be willing to abandon the roads so McMurrain could go to the Planning Commission. McMurrain said he had done that already. Kourajian noted that was for the Kohl's. Now he needed to come with another plan.

Logsdon told McMurrain that the consensus was that Council would be willing to abandon the roads if the right plan were presented. He suggested McMurrain bring back a plan, and Council could abandon the roads and begin the sale process. Logsdon said the timeline he envisioned coming into the meeting was that, if the City abandoned the roads, McMurrain could proceed to the Planning Commission, which would not meet until after the Council's December meeting. Meanwhile, the City could start the appraisal process, and McMurrain could come back in January for the City to sell the roads and place restrictions on the property at the same time. Logsdon said the only change in that timeline was that he was asking McMurrain to develop a plan for the property and present it to Council first, possibly by the December 6 meeting. McMurrain said he would do it, but he had one condition. He wanted a Council Member to be part of the committee to come up with a plan, and he wanted permission to work with staff to try to come up with a plan. Logsdon and Boone said they could agree to that. McMurrain requested Council Member Plunkett serve on the committee. He said he would do what Council asked. McMurrain was ready to put the committee together and suggested Planning Commissioner Marty Mullin serve on it. Logsdon said Council would discuss who would serve and would let him know by Monday (November 19) who would serve on the committee.

Plunkett moved to continue the request for the abandonment of Line Creek Circle and a portion of Line Creek Drive until such time as the committee was prepared to make a presentation. Boone seconded. The motion carried unanimously.

New Agenda Items

11-07-14 Airport Authority Update

Peachtree City Airport Authority (PCAA) Chairman Jerry Cobb addressed Council. He introduced Airport Authority Member Bill Flynn, Aviation Director John Crosby, and Assistant Aviation Director Barry Griffith, who also attended the meeting. Cobb noted that Doug Fisher served as secretary/treasurer for the Authority. Greg Carroll and Rick Mendenhall also served on the board. Cobb added that Crosby was the incoming president for the Georgia Airports Association, which represented 103 airports in the state. (A copy of the PowerPoint presentation is included in the official meeting file.) He continued that they were working on securing precision approaches to Falcon Field, but were having issues due to a tower that had been on the approach to Runway 31 many years ago that protruded into the airway to Falcon Field. The tower had been gone since 1992, but was still in the database.

Cobb continued that the PCAA was chartered by the state and owned the airport, which was founded by Joel Cowan in 1968. The airport received a percentage of the hotel/motel tax, but did not receive any other funds from City or Fayette County residents. Harman asked how the budget was. Cobb said they were making money. There was concern because depreciation did not show up in the budget because the airport did not pay taxes. Depreciation did show up in the annual report and made it look as though the airport was losing money, but it was not. Harman asked why the PCAA needed the hotel/motel tax if it could survive on its own. Cobb said the airport was not there yet, but that was the goal. He explained that the airport was little more than a grass strip 30 years ago. Since then, the PCAA had spent \$20 million through airport improvement funding from the Federal Aviation Administration (FAA). On federal funding, the government paid 95% of a project; the PCAA paid 5%, and the state usually paid 50% of that, leaving 2.5% for the PCAA to pay. On state funds, the state paid 75% of a project, and the PCAA paid 25%. Harman asked when the airport would be self-sufficient. Cobb said when the 84 acres were developed and online the PCAA would be better able to do a budget. The annual budget was approximately \$2 million, but there was not much spread between the income and the expenses. Without the hotel/motel tax, the Authority would be scratching the bottom all the time and would be for several years.

Cobb listed the commercial operators on the airport, which included Falcon Aviation Academy, Falcon Air Charter, Falcon Air Maintenance, Southeast Piper, Gardner Aviation Specialists, Zephyr Aviation, Silver Ace, Affordable Charters of Excellence, Rescue Air One, and Dover Avionics. On-airport non-commercial aviators included 191 based aircraft and a waiting list with weekly inquiries. Off-airport operators included Chick-fil-A, Inc., 3001, Inc., Toy Box, Commemorative Air Force, Aircraft Spruce & Specialty, and a proposed restaurant.

Cobb continued that the FY 2007 revenues were \$2 million, and the FY 2008 revenues were projected to be over \$2 million. The hotel/motel tax averaged \$10,000 per month. Ninety percent of the revenue came from two sources – fuel sales (67%) and hangar rental/tie-down fees (23%). Capital projects from FAA and state grants totaled \$1.8 million in 2007 and \$4.6 million in 2008. The grants were for specific items and could not be used for overall operations.

Cobb noted that the environmental studies on Area B, the 24 acres purchased in 2003, were complete. The next step was to design the project, then bid the project and construct it. Construction should be initiated in 2008, with the first occupancy expected in 2009. The environmental studies were also completed for Area C, the 60 acres purchased in 2004. The next step was to acquire FAA and state funding for construction. Land clearing had just begun. Construction should be initiated in 2008, with the first occupancy in 2009. Both areas were purchased with FAA grants.

Cobb continued that getting precision approaches had been one of the PCAA's goals for several years. The Instrument Landing System (ILS) would be operational in mid-2008, and the Localizer Performance with Vertical Guidance (LPV) would be in operation in December 2007.

Cobb said the PCAA strived for an acceptable mix of personal pleasure aviation with facilities suitable for corporate use. The focus now was on corporate. Falcon Field was an attractive

gateway to the region. The 11th Great Georgia Airshow was planned for October 2008. Approximately 20,000 attended the airshow in October 2007. The airshow was a non-profit event. More than \$140,000 was given back to local non-profit organizations from the 2007 airshow, which was rated as one of the best in the country. He encouraged everyone to visit the airport, which features a playground and picnic tables.

Plunkett asked about the restaurant plans. Cobb said that it had been discussed for a few years. The site was located next to the Dixie Wing hangar, but the ground had not yet been broken.

11-07-15 Certify Election Results

Acting Administrative Services Director/City Clerk Betsy Tyler submitted the report about the municipal election held on November 6, 2007. There were 21,618 registered voters eligible to vote in the election. There were 3,141 ballots cast by the electors, including 449 absentee ballots and one provisional ballot accepted. The following votes were cast:

CITY COUNCIL POST 1

Don Haddix	1,712	56.71%
Mike Harman	748	24.78%
Thomas J. O'Toole, Jr.	555	18.38%
Write-in Votes	3	0.13%

CITY COUNCIL POST 2

Mark Hollums	510	16.98%
Michael L. King	1,027	34.19%
Doug Sturbaum	934	31.09%
Dar Thompson	524	17.44%
Write-in Votes	9	0.30%

QUESTION 1 (Baseball/Soccer Complex)

Yes	892	28.79%
No	2,206	71.21%

QUESTION 2 (Gathering Place)

Yes	1,294	41.65%
No	1,813	58.35%

Harman moved to certify the election results from the November 6 election for Council Posts 1 and 2 and the two bond questions. Plunkett seconded. The motion carried unanimously.

11-07-16 Consider Amendment to Peddlers & Solicitors Ordinance

Meeker noted that there were some operational issues that needed to be streamlined so it would be easier for staff to handle. One example was transient merchants. Due to the City's ordinances, the City did not have transient merchants who set up in parking lots. The amendments also streamlined the permitting process for the Police Department. Staff involved in the review of the amendments included Solicitor Marcia Moran, the Police Department, and Code Enforcement.

Plunkett asked about people who stood along the roads with signs advertising "going out of business" sales. Meeker noted that one of the instances was part of the court order for a bankruptcy. Plunkett referred to other businesses. Meeker said they were not allowed in the City right-of-way at all. The only exception would be the court-ordered sale. Code Enforcement should be notified when these things were seen. The practice had been prohibited since January.

Plunkett moved to approve the amendment to the Peddlers & Solicitors ordinance. Boone seconded. The motion carried unanimously.

11-07-17 Request to Address Council Regarding Allowing Segways on the Paths

Matt Dailida, director of regulatory and government affairs for Segway, addressed Council along with Paul Vereb, owner of the local Segway store. (A copy of the PowerPoint presentation is included in the official meeting file.) Dailida said Segways were the first rideable self-balancing devices and could travel at a top speed of 12.5 miles per hour. An off-road model was also available. The distance that could be traveled on a single charge was approximately 24 miles. It weighed anywhere from 105 to 120 pounds. Safety was the highest priority. It met Class 3 medical standards, which meant failure was not an option. The Segway could be completely stopped in a crowded area. It could not run over or through someone. The product was U.S. made. A 30 to 60-minute training session was given after a Segway was purchased. They strongly recommended helmets. The product was extremely safe, stable, and met product safety laws. The fastest growing market was for police/security use. The average age of an owner was 50. The Segway was a green vehicle with zero emissions. Segway was committed to ensuring Segways were properly regulated. In 2003, Georgia state law defined the Segway as a personal assistance mobility device and gave users the same status as pedestrians. The U.S. Consumer Product Safety Commission ruled that the Segway was not a motor vehicle. Dailida referred to the motor vehicles and devices that were allowed on the path system; the Segway met those requirements. He noted that Segway users were pedestrians under state law, were not considered motor vehicles under state law, and Segways were designed to carry one person at speed of 20 miles per hour or less. The Segway footprint was equivalent to an average person. He continued that they also marketed to golf courses, and a study was conducted on the use of Segways on the turf. It was found that Segways did not impact the turf.

Vereb said his store was a perfect match for the City, and Segways were a perfect vehicle for the paths. Bicycles could go over 40 miles per hour when going downhill. A Segway stopped the moment it was level and backed itself up. It stopped immediately. It was meant to be around people on crowded sidewalks and could easily get out of the way. The Segway was a perfect vehicle for the cart path. It was a green, safe mode of transportation. More than 450 police departments used Segways.

Plunkett noted there was an all-terrain Segway. Vereb said it had wider tires. Plunkett asked why that one was not recommended for the paths. Vereb said both could be used since the Segway was built to take rugged terrain. The all-terrain Segway handled the bumps better, and people might feel more secure with it as opposed to the standard Segway. Plunkett said she preferred only the all-terrain modes be used on the paths because they should take the bumps better. Kourajian said that should be a personal decision.

Frances Meaders asked how old a person should be to use one. Logsdon said that was something Council needed to work out. State law did not stipulate an age limit for their use. Harman asked Meeker if Council had to do anything since the Segways were not excluded by the ordinance. Meeker pointed out that Segways were considered a scooter under the definition in the City's ordinance.

Al Yougel asked how the device handled steep approaches to bridges. Vereb said it depended on how far forward the user leaned. Dailida said the recommendation was 28 degrees. Users could set the speed at their personal preference. Whether going down a hill or not, the Segway would not go faster than the limit that was set.

Richard Spain noted that, under Georgia law, the devices were considered pedestrians. He asked if that meant a Segway had the right-of-way at intersections. Golf carts did not. Meeker said a Segway would have the right of way in a properly marked intersection if it had entered the roadway. Cars would have to stop. Meeker answered Harman's question regarding why the Segway was not currently allowed on the paths. Meeker said it had not been listed in vehicles that could be used, so its use was considered excluded. It was not listed as either a permitted or prohibited vehicle. Staff had always interpreted the ordinance to prohibit Segways. Council could add the Segway to the list of permitted vehicles in the ordinance.

Phil Jones asked if there was any safety data or history on accidents and the type of accidents involving Segways. Dailida said the Segway was a motorized device so injuries could occur. Training helped to minimize accidents. The company kept accident data internally to help them understand how the product was used. There were safety studies available.

Harman said he had gone by the store and ridden one. He thought they were fine for use on the paths. Harman moved to approve Segways as an official vehicle on the multi-use paths. Boone seconded.

Plunkett pointed that the agenda item had just been a request to address Council. Harman said Council only needed to state the Segway was an approved vehicle under the ordinance. Kourajian said there should be an age restriction, and decals should be required for the devices. He added that the user should have a valid driver's license or be 18 years old. He would not want to require helmets or a specific type of Segway. Boone agreed that a decal should be required. Harman asked what criteria should be used to determine the age of a user. Kourajian said it was motorized. A seven-year old going 12.5 miles per hour was a safety issue. He did not want to legislate what parents should do, but it was the same as requiring an age restriction on driving golf carts.

Harman said he would amend his motion to comply with the golf cart rules for age restriction and registration. Kourajian said he wanted to see specific information to address Segways. Harman amended his motion to include registration as required for golf carts and age restrictions as required to operate a golf cart without parental supervision. Boone seconded.

Meeker noted that the City had a provision for low speed motor vehicles (LSMVs), which must be driven by a licensed driver. The exception for golf carts was for 15-year olds with a learner's permit or 12 to 14-year olds with a parent or guardian. When he saw the agenda item, he felt that, if Council wanted to go forward, then they would direct staff to amend the ordinance and bring it back to Council for approval. It would allow staff to address some of the issues. Logsdon said he wanted to give direction to staff, then have the ordinance amendments brought back to Council.

Harman said he did not see why it should be put off if it was just adding the Segway to the list of approved vehicles. Logsdon said it would give staff time to look at the issues and come back with a well-defined ordinance. He did not want to negotiate in a meeting. Harman said they knew the request was coming for several weeks. Logsdon said staff now knew Council was willing to consider the Segways for the paths, and they would not be wasting their time on something Council did not want to consider. Harman withdrew his motion.

McMullen clarified that the ordinance should include registration similar to golf carts. He was not clear on age restrictions. Kourajian said users should be licensed drivers or 18 years old. Harman felt the age restrictions should be the same as sole operation of a golf cart. Logsdon said that was only a one-year difference. Meeker said staff could draft an ordinance and would talk to Segway about some of those issues. Council was free to change staff's recommendation. Kourajian said he was not interested in requiring helmets or certain types of Segways. Harman and Logsdon agreed. Kourajian said he saw the Segways as a multi-purpose path vehicle, not something that would be used in the sidewalks of the shopping areas. Dailida said the state's definition only applied to public property. It would be up to the owners of private property whether they would be allowed in the shopping centers.

11-07-18 Concept Approval of Intersection Improvements at Walt Banks/Peachtree Parkway and Crosstown/Peachtree Parkway

City Engineer Dave Borkowski presented the concept plans for transportation improvements at the intersections. Both projects were in the City's transportation plan and the state's Transportation Improvement Plan (TIP). Walt Banks/Peachtree Parkway was also funded in the Special Local Option Sales Tax (SPLOST). (A copy of the analysis is included in the official meeting file.) Borkowski said he needed Council's approval for the concept plans for the improvements. He noted that the transportation consultants were at the meeting if there were any questions on the study.

Borkowski went over the current intersection at Walt Banks/Peachtree Parkway and pointed out the multi-use path crossings in the area. The concept staff recommended was a signalized intersection with turn lanes added. The consultants agreed with the turn lanes and signalization. The level of service was acceptable with the additional turn lanes and the four-way stop; however, staff felt the best alternative was with the signalization, which would be much safer with the multi-use paths crossings at the intersections. People could push buttons to stop traffic. Logsdon and Kourajian both pointed out that Council did not want a traffic signal at the intersection.

Kourajian asked why Council was only being given one option. McMullen explained that Council had previously stated opposition to roundabouts, which did not address the cart path crossing safety concern. This was staff's alternate option to the roundabouts to address current and future traffic and path crossing safety. Kourajian said the traffic was only an issue at peak times of the day. He would not support a signal in a residential area. Boone and Plunkett agreed. McMullen said he understood. Staff had presented its recommendation, and Council did not have to accept it. There could just be turn lanes and stop signs, which was still a satisfactory level of service for vehicles. A traffic signal provided an increased level of safety for golf carts. Borkowski said the roundabout was still an option. Plunkett said that a roundabout would be

fine if someone could figure out what to do with the golf carts. Boone said he liked the turn lanes and the configuration of the cart path. If traffic increased, a signal might be needed later.

Harman recalled that Boone had made a motion at an earlier meeting to put in the turn lanes, with a signal to come later if needed. The overall tone of that meeting was that there be no traffic signals on Peachtree Parkway, except for major intersections. A signal should not be installed for a problem that occurred for a couple of hours every morning and evening. It cost over \$100,000 to put up a signal, and a crossing guard was \$15 an hour, which was a lot of hours.

Logsdon agreed and added that he did not want to see a light at Crosstown/Peachtree Parkway either. Borkowski pointed out that Crosstown/Peachtree Parkway met the warrants for a signal now. Kourajian, who drove through the intersection every day, said he did not think the intersection was that bad, but the warrants were there. Harman agreed. Logsdon said he drove through that intersection multiple times a day, but not always at peak times. He suggested putting in the turn lanes, then re-evaluating the intersection. Kourajian agreed. Borkowski said the issue with adding more lanes to this intersection was that it would be more confusing for the drivers as to whose turn it was to go. Harman said he went through the intersection often and never had to wait for more than two or three cars. He did not see the need for six extra lanes for right and left turns. Borkowski said that, currently, there was a failure, an F rating, in one of the movements. They were also looking ahead at traffic growth through 2027. Logsdon asked if the projected amount of traffic based on the TDK Boulevard expansion had been taken out of the analysis. Borkowski said those traffic numbers had been removed from the study. The east bound movement from SR 74 was an F during the afternoon hours with 101.9 seconds of average delay. The intersection, as whole, was an E during the evening peak hours with a 61-second average delay. Harman asked how those numbers compared to the traffic at the Peachtree Parkway/SR 54 intersection. Borkowski said that comparison had not been made.

Dave Gardner told Council he drove through the Crosstown/Peachtree Parkway intersection often, and it was very bad in the afternoon, especially going eastbound on Crosstown. Everyone wanted to make a right turn going south on the Parkway. The morning was not bad. There was much more traffic at Peachtree Parkway/SR 54, which had a signal.

Phyllis Aguayo noted that traffic did back up at the Walt Banks/Peachtree Parkway intersection, but it was just a pause. Peachtree Parkway was one of the City's scenic highways and was precious to all the residents. Buffers were being lost all over the City. Peachtree Parkway would be destroyed with a light. Engineers only looked at what worked. The City had always looked at aesthetics. She drove back and forth several times a day and had never waited more than a few minutes at the intersection.

Scott Simon, owner of the property on the southeast corner of Walt Banks/Peachtree Parkway, said there was traffic during school hours and evenings. It took about 10 to 15 seconds to get out of his driveway. The back-up at the intersection was usually just a few minutes.

Harman noted that the issues at Crosstown/Peachtree Parkway could be solved with a right turn lane so the east bound traffic on Crosstown could keep moving to go south on Peachtree

Parkway. Plunkett agreed and added that moving the cart path would solve a lot of the problems at Walt Banks/Peachtree Parkway.

Borkowski said they were looking at a planning horizon through to 2027 because it took so long for transportation projects to be built. There was a two-year time frame just for the DOT studies on these projects. They were trying to get ahead of the game and take future traffic into account. Harman asked where the future traffic would come from. Borkowski said the background traffic increased every year. Plunkett and Boone noted that some of the traffic would come from the new Coweta County developments. Those drivers would come from Rockaway Road to Crosstown to get to Fayetteville. Borkowski noted that the level of service for the westbound traffic on Crosstown at the intersection was currently rated at B and C.

Logsdon asked Borkowski what he needed from Council. Borkowski said he needed Council to approve the concept so staff could move forward and work with DOT. It would 18-24 months before dirt was moved, if everything went smoothly. Logsdon said he was convinced a light would be needed at Crosstown, but not at Walt Banks Road. He asked if Council would consider tabling the decision and talk to Borkowski individually. Kourajian said there was a lot to think about. Borkowski said he would need to ask the DOT adjust their project schedule so the funds would be available. Logsdon said to put the decision on the December 6 agenda. He expected all the Council Members to talk to Borkowski before then. The consensus was that there would not be a light at Walt Banks/Peachtree Parkway.

Sherri Smith Brown, the property owner on the northeast corner of Walt Banks/Peachtree Parkway, said having a crossing guard directing traffic in the morning and afternoon kept the flow going. Most of the back up was north heading south. She had timed the wait, and it was 90 seconds.

Gardner asked where the funding for the projects would come from. Borkowski said it was a combination of SPLOST and state TIP funds.

Boone moved to postpone the approval of the concept plan for Walt Banks/Peachtree Parkway and Crosstown/Peachtree Parkway intersections until December 6. Harman seconded. The motion carried unanimously.

11-07-19 Community Action Day Update

McMullen noted that Community Action Day had taken place in 2004 and 2005. Code Enforcement, primarily Tami Babb, had worked with nonprofit organizations in the City to put together a list of specific projects. The materials were acquired, and volunteers from the agencies did the projects. As a result, Code Enforcement developed a relationship with the nonprofit organizations and had worked with them when other issues had come up. Staff recommended changing the focus in the future. They suggested establishing a Keep Peachtree City Beautiful affiliation, which required minimal resources as far as office space and administrative support. The affiliation would help in applying for grants and working with other agencies. The Council consensus was for staff to proceed.

11-07-20 Consider Position Classification – Firefighter

Logsdon noted there was an additional item on the dais – a memo dated November 13, 2007, with the subject, “Consider Position Classification – Firefighter.” Tyler pointed out that the request was not for new employees, but to add the classification of firefighter at a pay grade of 173F with pay starting at \$30,040 to \$48,374. Those hired under this classification would have to get their EMT certification within one year. Harman asked Fire Chief Ed Eiswerth if the employee would be automatically upgraded to the next classification when they received the certification. Eiswerth said they would. He added that the classification would give the City the ability to hire a firefighter immediately, especially if one of the volunteers was interested in a position. There were also applicants from out of state, and their EMT certifications might not carry over to Georgia. In most cases, the applicants were already working on their certification. This was only a temporary position. Plunkett asked what would happen if a firefighter failed to become EMT certified in that year. Eiswerth said they would be out. They had to get the certification.

Plunkett moved to create the new classification of firefighter as outlined in the staff memo. Harman seconded. The motion carried unanimously.

11-07-21 Consider Endorsement of Livable Centers Initiative (LCI) Grant Application for Huddleston Road Activity Center and Commitment to Provide Matching Funds

Logsdon noted there was an additional document on the dais – a memo dated November 14, 2007, with the subject, “Endorsement of Livable Centers Initiative (LCI) grant application for Huddleston Road Activity Center and commitment to provide matching funds.” City Planner David Rast noted that Huddleston Road was one of the areas identified for re-development in Council’s goals and objectives. Staff was asked to look at the potential of extending sewer and to look at guidelines for redevelopment. The area was also identified in the LCI study of the 54 West corridor and the community assessment portion of the Comprehensive Plan. The Atlanta Regional Commission (ARC) was currently accepting applications for funding. Staff had talked to the Development Authority of Peachtree City (DAPC) about a joint application. Rast said he and Planning Assistant Tony Bernard had pulled the application together in a short time. The study area would encompass 160 acres, including all property east and west of Huddleston Road, and D-Bob Industrial and Fulton Court. They did not have a preconceived notion on what the plan would be. There would be extensive public involvement. There might be environmental issues on some sites. The application was due the next day. Council had a draft of the application, which had been modified with graphs and pictures. He asked Council to endorse the application and to match any grant funds the City might receive. The estimate for the study was \$60,000. The City would be obligated to provide \$12,000, or 20%, if the City received the grant.

Plunkett pointed out that Council had received the application the day prior to the meeting, which was not much time to look it over and consider it. In theory, she believed the grant would be good. She asked if the City could decline the grant if it was decided it was not what the City wanted. She wanted to her due diligence. Kourajian asked when the next deadline was. Rast said it would be another year or two. McMullen noted that Council could always decline to accept the grant. Harman clarified that the grant was just for a study to determine the viability of redevelopment in the area. McMullen said that was correct.

Plunkett moved to approve allowing Rast to apply for the LCI grant for the Huddleston Road Activity Center and a commitment to provide matching funds not to exceed \$12,000. Harman seconded. The motion carried unanimously.

Council/Staff Topics

Update on Fayette Community Channel

Andy Macke of Comcast gave the update. (A copy of the PowerPoint presentation is included in the official meeting file.) Macke noted that the Community Channel was Channel 25, and he was going to give an update on the work that had taken place over the past few months. A year ago, there were four government channels with limited capabilities, with no staff or budgets to do much more than post announcements. Comcast wanted to launch more high definition channels and was looking at how to add more channels to their offerings. Video on Demand (VOD) channels provided a competitive edge. They wanted to create a different model and enter into a cooperative partnership combining their know-how with putting out the information the City wanted to get out. Comcast wanted to reclaim the government channels and have a single branded channel and invest in local content. It would be a win for the community, the local governments, and Comcast. The distribution would be multi-platform using linear channel, VOD, and web. A local advisory board would promote the channel and steer product development. It would be a model for other zones in the region. The soft launch was in May. Comcast had developed content in partnership with the City of Peachtree City, City of Fayetteville, the Peachtree Tourism Association, Fayetteville's Mainstreet Program, and the City of Tyrone. They were working with staff to create a monthly magazine-type show for the City built around the monthly *Update*. High school sports were important to every community, and the recent Fayette County-McIntosh football game had also been broadcast on the channel. The next step was to continue with development of the City's magazine show, produce regional content based on Metrobeat assets, explore additional content affiliations, have a big launch event in the first quarter of 2008, and explore a sponsorship model to help develop content. He also showed a draft of a planned promotional spot.

Plunkett moved to convene in executive session for threatened or pending litigation at 9:36 p.m. Harman seconded. The motion carried unanimously.

Plunkett moved to reconvene in regular session at 9:53 p.m. Kourajian seconded. The motion carried unanimously.

There being no further business to discuss, Plunkett moved to adjourn. Kourajian seconded the motion. The motion carried unanimously. The meeting adjourned at 9:53 p.m.

Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

2007 City Event Calendar

		<u>December</u>
		12/1 – Hometown Holiday 12/3– City Council Workshop, 6:30pm 12/6 – City Council Meeting, 7 pm 12/20 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City offices closed

2008 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Years Day, City offices closed 1/3 - City Council Meeting, 7 pm 1/5 – Christmas Tree Recycling 1/7 - City Council Workshop (Tentative), 6:30 pm 1/18 - City Council Meeting, 7 pm 1/21 – MLK Day – City offices closed	2/4 – City Council Workshop (Tentative), 6:30 pm 2/7 – City Council Meeting, 7 pm 2/21 - City Council Meeting, 7 pm	3/3 – City Council Workshop (Tentative), 6:30 pm 3/6 – City Council Meeting, 7 pm 3/20 - City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/3 – City Council Meeting, 7 pm 4/7 – City Council Workshop (Tentative), 6:30 pm 4/17 – City Council Meeting, 7 pm	5/1 – City Council Meeting, 7 pm 5/5 – City Council Workshop (Tentative), 6:30 pm 5/15 – City Council Meeting, 7 pm 5/26 – Memorial Day, City Offices Closed	6/2 – City Council Workshop (Tentative), 6:30 pm 6/5 – City Council Meeting, 7 pm 6/19 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/3 – City Council Meeting, 7 pm 7/4 – Independence Day, City Offices Closed 7/7 – City Council Workshop (Tentative), 6:30 pm 7/17 – City Council Meeting, 7 pm	8/3 – City Council Workshop (Tentative), 6:30 pm 8/7 – City Council Meeting, 7 pm 8/21 – City Council Meeting, 7 pm	9/1 – Labor Day, City Offices Closed 9/1 – City Council Workshop (Tentative), 6:30 pm 9/4 – City Council Meeting, 7 pm 9/18 – City Council Meeting, 7 pm

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

Updated 11/19/07

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: October 2007

	<u>September-07</u>	<u>October-07</u>	<u>FY 2008 YTD</u>	<u>FY 2007 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	2	5	5	3
City Vehicle / Equipment Accidents	0	1	1	1
Lawsuit Legal Fees	\$5,462.87	\$6,168.44	\$6,168.44	\$9,214.88

Municipal Court

Fines Collected	\$104,503.70	\$106,246.50	\$106,246.50	\$107,680.00
Online Transactions	166	122	122	118
Citations Closed	621	536	536	451
Jail Fund Balance	\$3,160.37	\$1,893.08	\$128,610.66	\$83,200.77

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

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

Public Information

New Businesses Registered	23	17	17	36
Public Contacts, Questions & Complaints	80	81	81	81

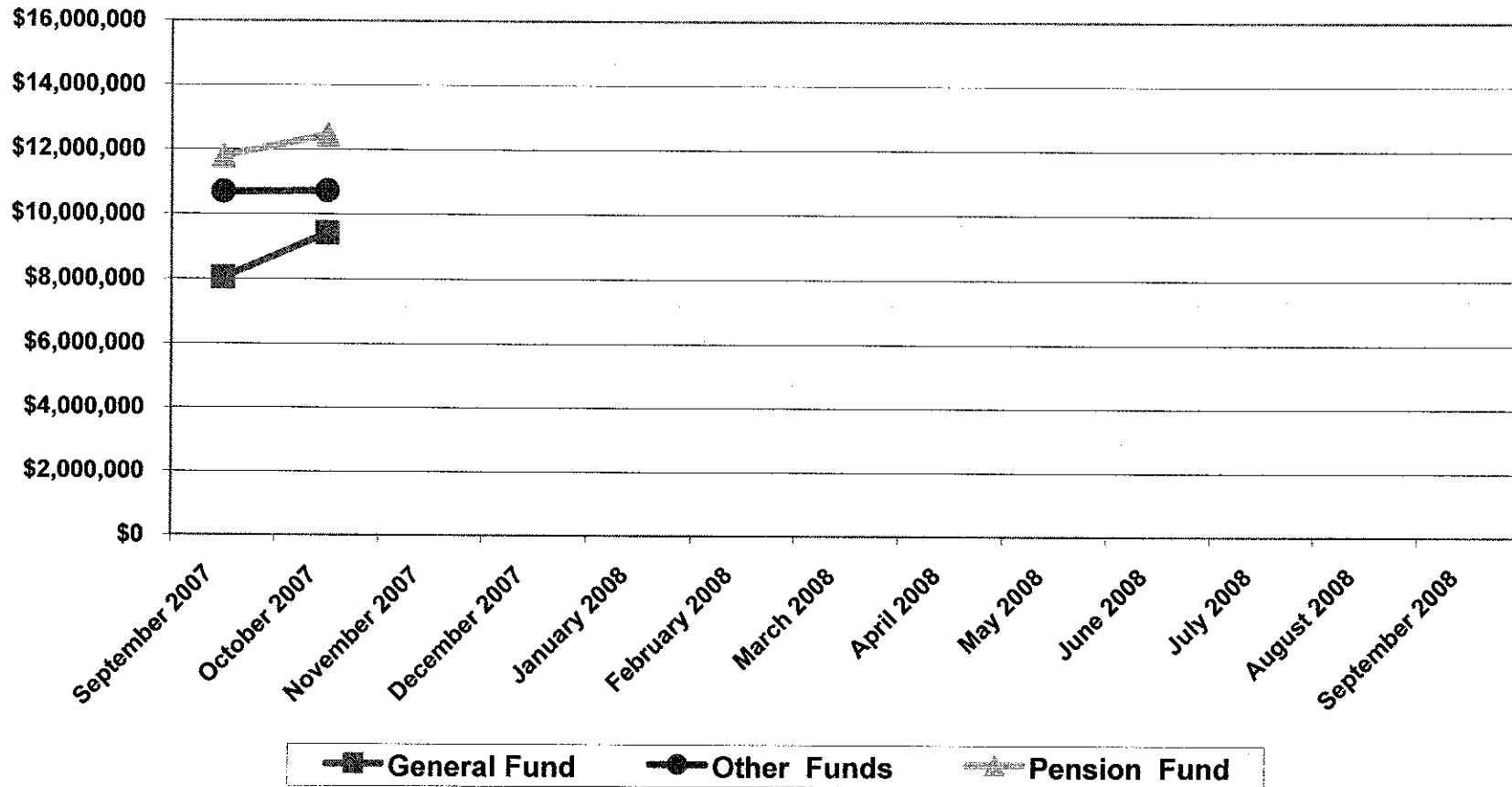
This includes 5 complaints against Comcast Cable Company, 1 garbage complaint, and 2 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2008

	Sep-07	Oct-07	Fiscal Y-T-D 2008	Fiscal Y-T-D 2007
DEVELOPMENT PERMITS:	12	3	3	7
BUILDING PERMITS:				
Single Family Residential	3	1	1	4
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	49	48	48	43
Commercial/Industrial	11	13	13	13
TOTAL INSPECTIONS:	535	565	565	536
CERTIFICATE OF OCCUPANCY:				
Residential	13	2	2	12
Commercial	8	1	1	10
Multi-Family Residential	0	0	0	0
CODE ENFORCEMENT:				
Sign Violations	94	97	97	376
New Rehab	24	6	6	20
Rehab Inspections		10	10	*
Tree Removal Permits		94	94	*
Notice of Violations - Construction	219	8	8	287
Notice of Violations-Non-Construction		147	147	*
Stop Work Orders	5	9	9	6
Compliance Inspections		270	270	*
Founded Complaints	17	5	5	17
Unfounded Complaints		17	17	*
Assessments		14	14	*
Water Ban Violations		53	53	*
Citations	2	4	4	3
ARB Permit Approval		46	46	*
PERMIT FEES COLLECTED:	35,667	18,315	18,315	27,641
POPULATION:	36,253	36,257	36,257	36,089
Based on 2.09 of completed occupancy				

*Missing figures under Code Enforcement indicates new reporting information.

**CITY OF PEACHTREE CITY
FISCAL YEAR 2008
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)**



Note: Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Proprietary Funds (including the Stormwater Utility Fund), and Agency Funds.

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED OCTOBER 31, 2007**

PERCENTAGE OF BUDGET YEAR COMPLETED 8.33%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 9,470,289	\$ 435,215	\$ (9,035,074)	4.60%
Franchise Taxes	2,277,001	61,595	(2,215,406)	2.71%
Local Option Sales Tax	7,766,445	544,667	(7,221,778)	7.01%
Other Sales & Use Taxes	692,287	51,381	(640,906)	7.42%
Business Taxes	2,200,323	1,762,269	(438,054)	80.09%
Licenses & Permits	847,916	37,636	(810,280)	4.44%
Intergovernmental/Grants	204,000	37,500	(166,500)	18.38%
Charges for Services	1,042,452	51,929	(990,523)	4.98%
Fines & Forfeitures	1,068,259	80,403	(987,856)	7.53%
Investment Income	561,449	38,196	(523,253)	6.80%
Other Revenue	18,934	2,110	(16,824)	11.14%
Other Financing Sources	348,666	28,517	(320,149)	8.18%
Total General Fund Revenues	\$ 26,498,021	\$ 3,131,418	\$ (23,366,603)	11.82%
Surplus Carryover	1,128,029	-	(1,128,029)	0.00%
Total General Fund	\$ 27,626,050	\$ 3,131,418	\$ (24,494,632)	11.34%

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 494,266	\$ 50,469	443,797	10.21%
Administrative Services	1,087,900	79,433	1,008,467	7.30%
Financial Services	1,068,957	77,766	991,191	7.27%
Police Services	5,959,073	440,590	5,518,483	7.39%
Fire/EMS Services	5,818,780	392,474	5,426,306	6.74%
Public Works	3,982,982	308,037	3,674,945	7.73%
Leisure Services	5,081,895	365,214	4,716,681	7.19%
Developmental Services	1,359,591	97,439	1,262,152	7.17%
Non-Divisional:				
Council Contingency	100,000	-	100,000	0.00%
Non-Profit Organizations	20,000	-	20,000	0.00%
Transfer to Development Authority	35,000	35,000	-	100.00%
Transfers to Other Funds	3,080,123	12,986	3,067,137	0.42%
Liability Insurance	99,310	57,524	41,786	57.92%
Legal Services	153,024	6,168	146,856	4.03%
General Administration/Bad Debt Expense	75,000	1,000	74,000	1.33%
Other	(789,851)	-	(789,851)	0.00%
Total General Fund	\$ 27,626,050	\$ 1,924,100	\$ 25,701,950	6.96%

HOTEL/MOTEL FUND REVENUES

Description	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 979,420	\$ 81,050	\$ (898,370)	8.28%

HOTEL/MOTEL TRANSFERS OUT

Type	2008 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 326,473	\$ 27,017	\$ 299,456	8.28%
Transfer to Tourism Association	652,947	54,033	598,914	8.28%
Total Hotel/Motel Transfers Out	\$ 979,420	\$ 81,050	\$ 898,370	8.28%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF OCTOBER 31, 2007

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER OCTOBER 2007			
Description	Vendor	Award	Date
Architectural Assistance - Police Station	Leo A Daly	\$ 14,500	10/18/2007
EFIS Replacement - Tennis Center	The World of Masonry, Inc.	16,000	10/23/2007
HVAC Maintenance Agreement	Shumate Mechanical	39,938	10/26/2007

PURCHASING REPORT FOR MONTH ENDED OCTOBER 31, 2007 AND OCTOBER 31, 2006		
Activity	Fiscal Year 2008	Fiscal Year 2007
Purchase Orders / Requisitions Processed	362	417
City Store Requisitions Processed	10	10
Sealed Bids Requested	2	11
Requests for Proposals	2	1
Bids Awarded	5	2
Requests for Proposals Awarded	0	0
Contracts Prepared	5	0
Fixed Assets Purchased	4	2

INFORMATION TECHNOLOGY REPORT OCTOBER 2007 AND YEAR-TO-DATE		
Activity	Current Month	Fiscal Year 2008
Work Orders Created	140	140
Work Orders Closed	136	136
Work Orders Open	4	4
Project Work Orders	111	111
Technical Support	140	140
Website Visits	82,255	82,255

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2008 MONTHLY REPORT**

Oct. 07 2008 FY-T-D 2007 FY-T-D

FIRE/ACCIDENT CALLS

Actual Residential Fires	3	3	0
Actual Business/Industrial Fires	0	0	1
Rescue/EMS Assist	150	150	163
Vehicle/Golfcart Accidents	21	21	13
False Alarms	21	21	35
¹ Other	29	29	23

Total Engine Response	224	224	235
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Dispatched Fire Calls	52	52	68
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Response Time Fire	4:46	4:46	5:11
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RESCUE/EMS

Trauma	24	24	29
Medical	145	145	128

Total # Patients	169	169	157
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Patients Transported	74	74	89
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Dispatched EMS Calls	171	171	164
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² Total Medic Response	211	211	235
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Response Time EMS	4:33	4:33	4:38
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Dispatched Fire/EMS Total	223	223	232
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EMS BILLING

Patients Billed	72	72	67
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Revenue Generated	30,110	30,110	24,894
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³ Total Revenue Received	32,604	32,604	11,532
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¹Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

²Includes Fire Assist Responses

³Revenue Received on All Outstanding Accounts

LEISURE SERVICES MONTHLY REPORT

Oct-07

<u>Activity Description</u>	<u>Unit</u>	<u>October 07</u>	<u>FY 2008 YTD</u>	<u>FY 2007 YTD</u>
Library				
Books Circulated	number	37,429	37,429	32,751
Internet Usage	visits	4,352	4,352	3,994
Computer Lab Use	hours	25	25	34

Recreation

Class/Program Revenue	\$	\$1,458	\$1,458	\$4,096
Playing Surface Mowing	hours	478	478	483
Playing Field Preparations	hours	430	430	427
Building Maintenance	hours	475	475	480
Litter Removal	hours	287	287	284
Complaints answered	number	2	2	1

**PEACHTREE CITY POLICE DEPARTMENT
2007 MONTHLY REPORT**

SEPTEMBER 2007 OCTOBER 2007 2007 CYTD 2006 CYTD

PART I CRIMES

Criminal Homicide	0	0	0	2
Rape	0	0	0	2
Robbery	3	0	6	5
Aggravated Assault	3	0	8	6
Arson	0	0	0	1
Motor Vehicle Theft	14	5	68	56
Theft	26	31	248	232
Burglary	1	0	24	29
TOTAL PART I CRIMES	47	36	354	333

ALCOHOL/DRUG ARRESTS

DUI – TOTAL	16	26	175	195
DUI – ADULT	15	25	159	174
DUI – UNDERAGE	1	1	16	21
MINOR IN POSSESSION OF ALCOHOL	4	7	71	54
DRUG ARRESTS:				
MARIJUANA	2	13	51	55
METHAMPHEDIMINE	0	0	4	5
COCAINE	0	0	3	4
OTHER (opium, etc)	1	0	8	3

ARRESTS

PROPERTY CRIMES	5	11	123	129
PERSON CRIMES	6	14	77	51
CITY ORDINANCES	30	34	372	353
TRAFFIC OFFENSES	54	35	495	573
OTHER	47	40	452	418

AVERAGE RESPONSE TIME	7.25	6.10	5.95	5.52
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CALLS ANSWERED	5,020	5,466	54,546	59,297
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TRAFFIC

CITATIONS ISSUED	463	472	5,988	5,816
WARNINGS	378	523	6,119	4,748
ACCIDENTS	98	93	964	922

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / KELLY DRIVE	6
HWY 54 / PEACHTREE PARKWAY	5
HWY 54 / COMMERCE DRIVE	4
HWY 74 / PASCHALL ROAD	4
HWY 54 / HWY 74	3

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	70
HWY 54 / PEACHTREE PARKWAY	26
HWY 54 / HUDDLESTON DRIVE	25
HWY 74 / CROSSTOWN ROAD	23
HWY 74 / ROCKAWAY ROAD	20

PUBLIC SERVICES MONTHLY REPORT

OCTOBER 2007

<u>Activity Description</u>	<u>Unit</u>	<u>October - 07</u>	<u>FY 2008 YTD</u>	<u>FY 2007 YTD</u>
Street Patching	Hrs.	182	182	191
Street Crack Sealing	Hrs.	0	0	0
Drainage Maintenance	Hrs.	1,096	1,096	742
 Cart Path Paving	 Ft.	 0	 0	 3,914
Cart Path Prepped for Paving	Ft.	1,727	1,727	4,277
Cart Path Litter Removal	Hrs.	113	113	135
Cart Path Drainage Maintenance	Hrs.	8	8	85
 R.O.W. Mowing	 Hrs.	 398	 398	 473
R.O.W. litter Removal	Hrs.	425	425	458
General Maintenance	Hrs.	163	163	217
 Mowing (Subdivision Entrances)	 Hrs.	 686	 686	 454
Landscape Maintenance	Hrs.	90	90	102
Landscape Planting/Mulching	Hrs.	0	0	11
 Subdivision Sign Maintenance	 Hrs.	 18	 18	 44
Traffic Sign Maintenance	Hrs.	52	52	140
 Vandalism Repairs	 Hrs.	 30	 30	 16
Vandalism Repairs	Dls.	708	708	320
Citizen Complaints Answered	Num.	75	75	79
Community Service	Hrs.	48	48	0
 <u>RECYCLING SITE</u>				
Manhours	Hrs.	61	61	52
 PARTICIPANTS				
Recycling	Num.	228	228	183
Composting	Num.	694	694	478
Mulch Pick Up	Num.	34	34	7

INTEROFFICE MEMORANDUM

TO: City Council and Mayor

VIA: Bernard McMullen, City Manager
Colin Halterman, Assistant City Manager

FROM: James V. Murray, Chief of Police

DATE: November 30, 2007

SUBJECT: Renewal of Mutual Aid Agreements

Recommendation: Staff recommends that the Mutual Aid Agreements between Fayette County Sheriff's Office, Fayetteville Police Department (including the Special Response Team Special Mutual Aid Assistance Agreement), Tyrone Police Department, Fayette County Marshal's Office, Newnan Police Department, Senoia Police Department, Coweta County Sheriff's Office and the Peachtree City Police Department be renewed. This will ensure that agencies that are typically called upon for assistance by the Peachtree City Police Department are familiar with our requirements for mutual aid and any available resources.

Discussion: Since 1992, the Peachtree City Police Department has entered into Mutual Aid Agreements with neighboring law enforcement jurisdictions as permitted by law. To continue a formal process for mutual aid requests, it is necessary to update and renew the agreements that have been in effect for the past ten years. Accordingly, the police department is requesting approval from the Mayor and City Council's to enter into the attached mutual aid agreements (Mayor's signature required). Although written agreements are not required by law, they do provide guidelines and special provisions when the Peachtree City Police Department has to call upon another agency for assistance. The agreements also allow both the police department and the other agencies to better understand what is expected upon requesting assistance, the resources available from one jurisdiction to the other, and what is needed by the requesting City and/or law enforcement agency.

Budget Impact: There is no budget impact concerning this agreement.

RMD/

MUTUAL ASSISTANCE AGREEMENT 60-1-1

Between PEACHTREE CITY POLICE and the Fayette County Sheriff's Office.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments further state that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department, shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.
4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, _____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.

5. The requesting agency, shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.
6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
8. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
2. Specialized units, which are trained for hostage, or barricaded situations are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the Peachtree City Police Department has at its disposal 57 sworn personnel, 49 marked patrol vehicle(s), 9 unmarked police vehicle(s), 1 SWAT Team(s), 3 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 1 four wheel drive all-terrain vehicle(s), and 0 Canine Officer(s).
- (B) At the time of this signing, the Fayette County Sheriff's Office has at it's disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), and _____ Canine Officer(s).

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

DATE: _____

Signed, sealed and
delivered as to agency,

FAYETTE COUNTY SHERIFF'S DEPARTMENT

By: _____
RANDALL JOHNSON

Title: Sheriff

COUNTY OF FAYETTE

By: _____

Title: Chairman,
Fayette County Board of Commissioners

Signed, sealed and
delivered as to agency,

PEACHTREE CITY POLICE
DEPARTMENT

By: _____

Title: Chief of Police

CITY OF PEACHTREE CITY

By: _____
HAROLD LOGSDON

Title: Mayor

MUTUAL ASSISTANCE AGREEMENT 60-1-1

Between PEACHTREE CITY POLICE and the Fayetteville Police Department.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments further state that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department, shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.
4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, _____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.

5. The requesting agency, shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.
6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
8. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
2. Specialized units, which are trained for hostage, or barricaded situations are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the Peachtree City Police Department has at its disposal 57 sworn personnel, 49 marked patrol vehicle(s), 9 unmarked police vehicle(s), 1 SWAT Team(s), 3 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 1 four wheel drive all-terrain vehicle(s), and 0 Canine Officer(s).
- (B) At the time of this signing, the Fayetteville Police Department has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), and _____ Canine Officer(s).

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Signed, sealed and
delivered as to agency,

FAYETTEVILLE POLICE DEPARTMENT

By: _____
STEVE HEATON

Title: Chief of Police

CITY OF FAYETTEVILLE

By: _____

Title: Mayor

DATE: _____

Signed, sealed and
delivered as to agency,

PEACHTREE CITY POLICE
DEPARTMENT

By: _____

Title: Chief of Police

CITY OF PEACHTREE CITY

By: _____
HAROLD LOGSDON

Title: Mayor

MUTUAL ASSISTANCE AGREEMENT 60-1-1

Between PEACHTREE CITY POLICE and the Fayette County Marshal's Office.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments further state that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department, shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.
4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, _____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
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Deployment of Assisting Personnel

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2. Assisting personnel shall be deployed as supporting units whenever possible.
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4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.

5. The requesting agency, shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.
6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
8. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
2. Specialized units, which are trained for hostage, or barricaded situations are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the Peachtree City Police Department has at its disposal 57 sworn personnel, 49 marked patrol vehicle(s), 9 unmarked police vehicle(s), 1 SWAT Team(s), 3 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 1 four wheel drive all-terrain vehicle(s), and 0 Canine Officer(s).
- (B) At the time of this signing, the Fayette County's Marshal's Office has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), and _____ Canine Officer(s).

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Signed, sealed and
delivered as to agency,

FAYETTE COUNTY MARSHAL'S OFFICE

By: _____
EDWARD A. COLLINS

Title: Chief Marshal

COUNTY OF FAYETTE

By: _____

Title: Chairman,
Fayette County Board of Commissioners

DATE: _____

Signed, sealed and
delivered as to agency,

PEACHTREE CITY POLICE
DEPARTMENT

By: _____

Title: Chief of Police

CITY OF PEACHTREE CITY

By: _____
HAROLD LOGSDON

Title: Mayor

MUTUAL ASSISTANCE AGREEMENT 60-1-1

Between PEACHTREE CITY POLICE and the Tyrone Police Department.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments further state that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

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Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department, shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

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Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.
4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, _____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
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 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
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GENERAL INFORMATION

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- (B) At the time of this signing, the Tyrone Police Department has at its disposal ____ sworn personnel, ____ marked patrol vehicle(s), ____ unmarked patrol vehicle(s), ____ SWAT Team(s), ____ Hostage Negotiator(s), ____ Prisoner transport vehicle(s), ____ Dive Team(s), ____ fixed or rotary winged aircraft, ____ motor boat(s), ____ four wheel drive all-terrain vehicle(s), and ____ Canine Officer(s).

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Signed, sealed and
delivered as to agency,

TYRONE POLICE DEPARTMENT

By: _____
BRANDON PERKINS

Title: Chief of Police

CITY OF TYRONE

By: _____

Title: Mayor

DATE: _____

Signed, sealed and
delivered as to agency,

PEACHTREE CITY POLICE
DEPARTMENT

By: _____

Title: Chief of Police

CITY OF PEACHTREE CITY

By: _____
HAROLD LOGSDON

Title: Mayor

MUTUAL ASSISTANCE AGREEMENT 60-1-1

Between PEACHTREE CITY POLICE and the Coweta County Sheriff's Office.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments further state that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department, shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.
4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, _____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.

5. The requesting agency, shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.
6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
8. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
2. Specialized units, which are trained for hostage, or barricaded situations are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the Peachtree City Police Department has at its disposal 57 sworn personnel, 49 marked patrol vehicle(s), 9 unmarked police vehicle(s), 1 SWAT Team(s), 3 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 1 four wheel drive all-terrain vehicle(s), and 0 Canine Officer(s).
- (B) At the time of this signing, the Coweta County Sheriff's Office has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), and _____ Canine Officer(s).

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Signed, sealed and
delivered as to agency,

COWETA COUNTY SHERIFF'S DEPARTMENT

By: _____
MIKE YEAGER

Title: Sheriff

COUNTY OF COWETA

By: _____

Title: Chairman,
Coweta County Board of Commissioners

DATE: _____

Signed, sealed and
delivered as to agency,

PEACHTREE CITY POLICE
DEPARTMENT

By: _____

Title: Chief of Police

CITY OF PEACHTREE CITY

By: _____
HAROLD LOGSDON

Title: Mayor

MUTUAL ASSISTANCE AGREEMENT 60-1-1

Between PEACHTREE CITY POLICE and the Newnan Police Department.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments further state that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department, shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.
4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, _____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.

5. The requesting agency, shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.
6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
8. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
2. Specialized units, which are trained for hostage, or barricaded situations are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the Peachtree City Police Department has at its disposal 57 sworn personnel, 49 marked patrol vehicle(s), 9 unmarked police vehicle(s), 1 SWAT Team(s), 3 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 1 four wheel drive all-terrain vehicle(s), and 0 Canine Officer(s).
- (B) At the time of this signing, the Newnan Police Department has at its disposal _____ sworn personnel, _____ marked patrol vehicle(s), _____ unmarked patrol vehicle(s), _____ SWAT Team(s), _____ Hostage Negotiator(s), _____ Prisoner transport vehicle(s), _____ Dive Team(s), _____ fixed or rotary winged aircraft, _____ motor boat(s), _____ four wheel drive all-terrain vehicle(s), and _____ Canine Officer(s).

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Signed, sealed and
delivered as to agency,

NEWNAN POLICE DEPARTMENT

By: _____
DOUGLAS MEADOWS

Title: Chief of Police

CITY OF NEWNAN

By: _____

Title: Mayor

DATE: _____

Signed, sealed and
delivered as to agency,

PEACHTREE CITY POLICE
DEPARTMENT

By: _____

Title: Chief of Police

CITY OF PEACHTREE CITY

By: _____
HAROLD LOGSDON

Title: Mayor

MUTUAL ASSISTANCE AGREEMENT 60-1-1

Between PEACHTREE CITY POLICE and the Senoia Police Department.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments further state that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only such personnel and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees' salary and life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Those agencies outside the Peachtree City jurisdiction area requesting assistance from the Peachtree City Police Department, shall immediately contact the Sheriff of their County and ask that he assist with their request thereby ensuring that Peachtree City Police Department personnel have the power to arrest and detain as provided by law.

The following procedure shall be followed by all personnel authorized to request assistance from agencies entering into this Mutual Aid agreement.

1. The Chief Executive Officer, Chief of Police, or Sheriff, or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from states of emergency, actual or imminent.
2. The Chief Executive Officer, Chief of Police or Sheriff, or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of short duration.

Whenever assistance for public occurrences necessitates assistance for more than one tour of duty, the requesting jurisdiction shall again gain the approval of the Chief Executive Officer or his designee, from the assisting jurisdiction. Without such approval after one complete tour of duty, the personnel of the assisting jurisdiction shall cease activity in the requesting jurisdiction.

3. Requests for assistance for public occurrences of short duration and states of emergency shall be made by telephone or the Inter-city or State Band Radio System. All requests for assistance for states of emergency shall be verified by Teletype Message initiated by the official authorized to make such a request.
4. Whenever possible, jurisdictions party to the Mutual Aid Agreement dated _____, _____, shall alert other jurisdictions of the need to stand-by for possible assistance.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The number of personnel requested, and whether specialized personnel are essential to the assistance.
 - d. The type of equipment needed for assistance.
 - e. The name and rank of the officer to which the assisting personnel shall report.
6. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction of the number of personnel, specialized units, and equipment that will be provided.

Deployment of Assisting Personnel

1. Whenever possible, assisting personnel shall be deployed as a unit, with supervision from the members of the assisting jurisdiction's command.
2. Assisting personnel shall be deployed as supporting units whenever possible.
3. The assisting personnel shall respond to all lawful directives issued by the ranking officer of the requesting jurisdiction. Such directives, which are contrary to law, or the orders, regulations and rules of the assisting jurisdiction shall not be recognized.
4. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.

5. The requesting agency, shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use.
6. Both agencies agree that all fuel expenditures beyond the first tank will be provided by the requesting agency, lodging and meals responsibilities shall be borne by the requesting agency and salary expenses shall be borne by the employee's own department as is reasonable.
7. It shall be the responsibility of the County Sheriff (as is required by law) to operate the necessary detention facilities be they permanent or temporary including the need for such services in the event of mass arrests. This responsibility shall include processing of said individuals. The arresting agency shall make every effort to cooperate with the Sheriff and assist where possible and shall provide for the transportation of the arrestees to the detention facility.
8. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. that the Requesting Jurisdiction that has jurisdiction in the City or County where the incident occurs shall be in command at said incident; and
 - b. that it is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Chief Executive Officer, Chief of Police, or Sheriff of the assisting jurisdiction if circumstances warrant; and
 - c. that no party shall be liable to the other party for any costs incurred pursuant to this agreement; and
 - d. that all equipment furnished to a party by the other party pursuant to this agreement shall remain the property of the furnishing party, and all personnel acting for such furnishing party shall be and remain an employee or volunteer of that furnishing party; and
 - e. that let it further be stated the request for assistance may be refused by either party if it creates a problem in providing adequate public safety service coverage in either party's territorial limits.

Waiver of Claims

The parties to this agreement waive and renounce all claims against any other party hereto for any loss, damage, personal injury, or death occurring as a consequence of the performance or failure to perform any of the conditions of this agreement.

Use of Lethal Force

1. Lethal force by personnel of assisting jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person.
2. Specialized units, which are trained for hostage, or barricaded situations are uniquely qualified to evaluate the conditions, which can only be resolved by the use of lethal force. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that lethal force may be required. This shall not preclude assisting jurisdictions from deploying individuals who may be assigned to said specialized units independent of said unit. When such units are committed, the supervision of the specialized unit shall be completely controlled by the Commander of the Unit. Continuous communications shall be maintained between the Commander of the specialized unit and the ranking officer of the jurisdiction. The purpose of this communication is to finalize the exercise of lethal force.

GENERAL INFORMATION

- (A) At the time of this signing, the Peachtree City Police Department has at its disposal 57 sworn personnel, 49 marked patrol vehicle(s), 9 unmarked police vehicle(s), 1 SWAT Team(s), 3 Hostage Negotiator(s), 1 Prisoner transport vehicle(s), 0 Dive Team(s), 0 fixed or rotary wing aircraft, 0 motor boat(s), 1 four wheel drive all-terrain vehicle(s), and 0 Canine Officer(s).
- (B) At the time of this signing, the Senoia Police Department has at its disposal ____ sworn personnel, ____ marked patrol vehicle(s), ____ unmarked patrol vehicle(s), ____ SWAT Team(s), ____ Hostage Negotiator(s), ____ Prisoner transport vehicle(s), ____ Dive Team(s), ____ fixed or rotary winged aircraft, ____ motor boat(s), ____ four wheel drive all-terrain vehicle(s), and ____ Canine Officer(s).

Term

It is understood that the undersigned agencies will review and update this agreement as needed. The term of this Agreement shall be for fifty (50) years; provided, however, that either party may terminate this agreement by providing thirty (30) days written notice to the other party. It is further understood that this agreement may be amended at anytime by either party after filing a 30 day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers have hereto set their hands and affixed their seals the day and year first written.

Signed, sealed and
delivered as to agency,

SENOIA POLICE DEPARTMENT

By: _____
OLLITA BENNETT

Title: Chief of Police

CITY OF SENOIA

By: _____

Title: Mayor

DATE: _____

Signed, sealed and
delivered as to agency,

PEACHTREE CITY POLICE
DEPARTMENT

By: _____

Title: Chief of Police

CITY OF PEACHTREE CITY

By: _____
HAROLD LOGSDON

Title: Mayor

SPECIAL MUTUAL AID ASSISTANCE AGREEMENT
SPECIAL RESPONSE TEAMS (S.R.T.)

Between **Peachtree City Police Department's Special Response Team** and the **Fayetteville Police Department's Special Response Team**.

It is hereby recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

The undersigned departments further state that they shall provide to one another that assistance (as is available) which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law. It is understood that the assisting agency will provide only that manpower and equipment which can be reasonably loaned without endangering its own public safety mission.

The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees life and workers compensation insurance as if the employee were on a normal and routine tour of duty.

Furthermore, **Peachtree City Police Special Response Team** officers shall be sworn in as Police Officers in the jurisdiction of the City of Fayetteville and likewise, **Fayetteville Police Department Special Response Team** officers shall be sworn in as Police Officers in the jurisdiction of the City of Peachtree City ensuring that Peachtree City Police Department and Fayetteville Police Department personnel have the power to arrest and detain as provided by law limited to special operations. All law enforcement personnel employed by the agencies under this Special Mutual Aid Agreement shall, during such time that these personnel are actually providing aid outside the jurisdictional limits of their employing agency, have the same powers, duties, rights, privileges and immunities as if the personnel were performing their duties within the political subdivision in which they are normally employed.

Additionally, the **Peachtree City Police Department's S.R.T.** and **Fayetteville Police Department's S.R.T.** agree to make all reasonable scheduling efforts to conduct joint S.R.T. training exercises on a quarterly basis, or for a minimum of thirty-two (32) training hours per year. These training exercises will be agreed upon by the Team Leaders of the respective jurisdictions Special Response Team and will follow and approved lesson plan by the Chief Executive Officer of each jurisdiction. Nothing, in so far as the failure to reach this quarterly training goal, will void this Special Mutual Aid Agreement.

At the inception of this agreement, both agencies SOP for their respective Special Response Teams' (60-12-1) will remain consistent in the structure, selection, emergency call out procedure(s), planning for S.R.T. callouts, execution at S.R.T. callouts, and training

requirements in accordance with the standards set forth from the Commission on Accreditation for Law Enforcement Agencies (CALEA).

The following procedure shall be followed by all personnel authorized to request Special Response Team assistance from this Special Mutual Aid Agreement.

1. The Chief Executive Officer or his designee shall be authorized to request assistance or authorized to approve requests for assistance which arise from events that require Special Response Team Response.
2. The Chief Executive Officer or his designee, shall be authorized to request assistance or authorized to approve requests for assistance which arise from public occurrences which require rapid response of Special Response Team personnel of short duration.
3. Requests for assistance for incidents requiring a Special Response Team response shall be made by telephone, by the police radio system, or by an agreed upon text messaging paging system.
4. Whenever possible, a stand-by notice of the need of the other jurisdiction's Special Response Team will be made as soon as possible.
5. The requests for assistance shall include the following:
 - a. The name and position of the official making the request.
 - b. The nature of the emergency or public occurrence, and location.
 - c. The name and rank of the officer to which the assisting personnel shall report.
7. The Chief Executive Officer, or his designee of the assisting jurisdiction, shall evaluate all requests for assistance and shall promptly advise the requesting jurisdiction if the Special Response Team is available for response.
8. The withdrawal of personnel or equipment shall be with the agreement of the requesting and assisting jurisdiction, if possible. Either the requesting or assisting jurisdiction shall cause the withdrawal of personnel and equipment if agreement is not reached. Notification shall be given upon withdrawal.
9. The requesting agency, shall bear the responsibility through whatever means at hand, including the use of state-wide channels for ensuring that every operable unit has the capability for radio communications with a first line supervisor and the central dispatch center in use. Upon implementation of this Special Mutual Aid Agreement, all members of the Peachtree City and Fayetteville Police Department Special Response Teams, will have exclusive radio channels available for use by all Command and Special Response Team personnel.

10. Support of the responding personnel in so far as subsistence needed in extended operation shall be borne by the requesting agency, and salary expenses shall be borne by the employee's own department as is reasonable.
11. At all times the officer of the responding agency shall be considered to be employees of their own agency and to be acting within the scope and course of their employment for purposes under the Governmental Tort Liability Act and/or Worker's Compensation Law of the State of Georgia.
12. All law enforcement personnel employed by the agencies under this Special Mutual Aid Agreement shall, during such time that these personnel are actually providing aid outside the jurisdictional limits of their employing agency, have the same powers, duties, rights, privileges and immunities as if the personnel were performing their duties within the political subdivision in which they are normally employed.
13. The governmental entity having financial responsibility for the law enforcement agency providing such aid shall compensate all of it's own employees rendering aid during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, if such amounts would be due, if the aforesaid personal injury or death had occurred within the normal jurisdiction of that law enforcement agency. Such compensation shall also include all benefits normally due such employee.

USE OF LETHAL AND NON-LETHAL FORCE:

1. Lethal force by personnel of all jurisdictions shall be used only when necessary to prevent death or serious bodily harm to any person. Special Response Teams are trained for hostage, barricaded, or any high risk situation and are uniquely qualified to evaluate the conditions that may require special tactical or logistical considerations beyond the normal scopes of a routine police response. Therefore, the Chief Executive Officer of the requesting jurisdiction shall not commit such specialized units as a unit to an event unless it is apparent that these special tactical or logistical conditions exist.
2. The Incident Commander, Chief of Police or his designee, of the requesting jurisdiction will have overall control and responsibility for the incident. The Special Response Team Commanders/Team Leaders, of the requesting and responding jurisdiction, will report to the Incident Commander in a unified command, and will retain supervisory control over the officers from their particular jurisdiction. Continuous communications shall be maintained between the Commanders of the Special Response Teams and the Incident Commander. The purpose of this

communication is to ensure that actions taken towards the resolution of a situation are appropriate and in accordance with the law.

GENERAL INFORMATION

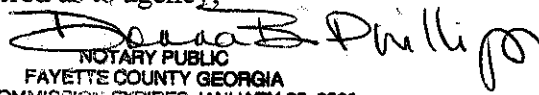
1. At the time of this signing, the Peachtree City Police Department Special Response Team has at its disposal eight (8) qualified Special Response Team personnel and two (2) hostage negotiators, who are equipped according to Appendix A of the Special Mutual Aid Agreement.
2. At the time of this signing, the Fayetteville Police Department Special Response Team has at its disposal five (5) qualified Special Response Team personnel and two (2) hostage negotiators, who are equipped according to Appendix A of the Special Mutual Aid Agreement.
3. It is understood that the undersigned agencies will review and update this agreement on an annual basis. It is further understood that this agreement may be amended at anytime by either party after filing a thirty (30) day written notice or intent with the second party. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

In witness whereof, said agency's Chief Executive Officers, Mayors, and City Council have hereto set their hands and affixed their seals the day and year first written.

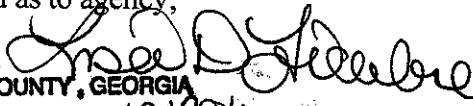
DATE: 08/10/07

DATE: 08/08/07

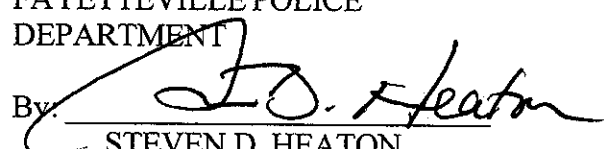
Signed, sealed and
delivered as to agency,


NOTARY PUBLIC
FAYETTE COUNTY GEORGIA
MY COMMISSION EXPIRES JANUARY 25, 2009

Signed, sealed and
delivered as to agency,

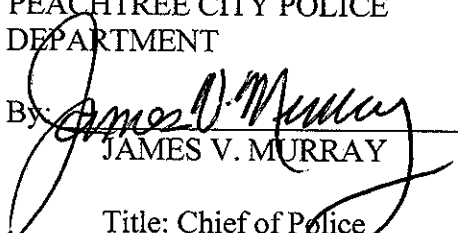

NOTARY PUBLIC
MERIWETHER COUNTY, GEORGIA
MY COMMISSION EXPIRES 10/20/10

FAYETTEVILLE POLICE
DEPARTMENT

By: 
STEVEN D. HEATON

Title: Chief of Police

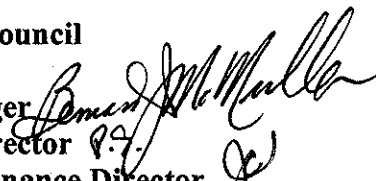
PEACHTREE CITY POLICE
DEPARTMENT

By: 
JAMES V. MURRAY

Title: Chief of Police

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor & Council

VIA: City Manager 
Finance Director 
Assistant Finance Director 
Fire Chief 

FROM: Fire Captain/Training

DATE: November 16, 2007

SUBJECT: Surplus Equipment –
For Council Consent Agenda on December 6, 2007

Recommendation : Staff recommends that Council declare the now old hazmat team trailer (1996 Pace 24' trailer, serial#4FPWB2429TG015825) located at Station 82 as surplus property and authorize the City to give it to the Fayette County Board of Commissioners for use by their Emergency Services following the receipt of a hold harmless letter from the County.

Discussion: The 1996 Pace 24' trailer previously utilized as the multi-jurisdictional hazmat trailer is equipment dating back to 1996 purchased for \$10,669.00 from funds provided by Fayetteville FD, Fayette Co. FD and Peachtree City FD. The trailer was used for emergency equipment response to a hazmat incident. In 2006, a stouter trailer, capable of carrying a greater weight, replaced the above described trailer for hazmat response. The Fayette County Emergency Services has expressed an interest in receiving the 1996 trailer to use for events response carrying golf carts and bicycles, which would be available to Peachtree City, if needed. Staff has confirmed through the City's Finance Department that the City currently possesses the clear title for this trailer. See attached:

Budget Impact:
None – reduction of Fire/Rescue assets.

STATE OF GEORGIA

Certificate of Title

STATE OF GEORGIA

THIS TITLE MUST BE TRANSFERRED IMMEDIATELY UPON CHANGE OF VEHICLE OWNERSHIP

MANUFACTURER'S ID NO.	MAKE	YR	TYPE OF BODY	MODEL	DATE ISSUED
4FDPWB2429T6015825	PACE AMER	96	TRAILER TRAOJER		08-16-96
DATE VEHICLE PUR	FUEL	NEW OR USED	ODOMETER*	STATE OF ISSUE	COLOR
07-25-96		NEW		GA	
					CURRENT TITLE NO.
					31388584

OWNER

*ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

MAIL TO

CITY OF PEACHTREE CITY
151 WILLOWBEND RD
PEACHTREE CITY GA 30269



2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

The Georgia Department of Revenue hereby certifies that on Application duly made the person named herein is registered by this Department as the lawful owner of the vehicle described subject to the liens or security interests herein set forth and such liens or security interests as may subsequently be filed with the Commissioner. This Certificate of Title is issued pursuant to the Motor Vehicle Certificate of Title Act and is subject to the provisions thereof.

34228720

STATE REVENUE COMMISSIONER

TRAILERS FOR LESS, INC.

P.O. BOX 25
949 Hwy. 85 South
Fayetteville, GA 30214
(404) 460-0314
1-800-321-3164

Fax: 460-0203

SOLD TO <u>City of Peachtree City Fire Dept.</u>		DATE _____
ADDRESS <u>209 McIntosh Trail Peachtree City</u>		STATE <u>GA</u>
COUNTY _____	ZIP CODE <u>30269</u>	HOME TELEPHONE <u>770-031-2215</u>
OFFICE TELEPHONE _____		
MAKE <u>Pace</u>	BODY STYLE _____	SERIAL NO. <u>4FPWB249TG 015825</u>
MODEL <u>8x24</u>		

WARNING!!

INSURE PROPER HOOK-UP BEFORE TOWNING!

- SECURELY LATCH AND LOCK COUPLER OVER BALL, ALSO CHECK FOR WEAR. COUPLER SHOULD BE GREASED AND MAINTAINED WEEKLY.
- CHECK ALL BRAKING SYSTEMS, INSURE THESE ARE IN PROPER WORKING ORDER BEFORE LOADING OR TOWING.
- CHECK ALL LIGHTS AND ELECTRICAL HOOK-UPS.
- CHECK TIRES FOR PROPER INFLATION AND TIGHTEN ALL LUGS.
- INSURE ALL SAFETY DEVICES, CHAINS, ETC., ARE HOOKED UP AND IN PROPER WORKING ORDER.
- DO NO EXCEED LOAD CAPACITY. CHECK WHEEL BEARINGS EVERY 5,000 MILES.

ACCIDENTS CAUSING DAMAGE OR INJURY RESULTING FROM IMPROPER HOOK-UP ARE THE SOLE RESPONSIBILITY OF THE OWNER

THIS VEHICLE OR TRAILER IS SOLD AS IS

The only warranties applying to this vehicle are those offered by the Manufacturer. The selling Dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Purchaser agrees that this agreement includes all of the terms and conditions on both the face and reverse side here of that this agreement cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby and that THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY AN OFFICIAL OF THE DEALER. The salesman is not an official of the dealer. This agreement cannot be modified except by express written agreement of the parties. Purchaser by his execution of the Agreement acknowledges that he has read its terms and conditions and agrees to them.

PURCHASE PRICE

\$ 10,509.00

FIXED ASSET

Asset # 1715
Date Rec'd. 5/22/96
Dept FIRE

Sales Tax Exempt
Total 10,509.00

LIEN HOLDER _____

ADDRESS _____

SPECIAL INSTRUCTIONS

PO# 39228

ACCEPTED BY: _____

PURCHASER'S SIGNATURE

DATE

AUTHORIZED REPRESENTATIVE OF DEALER

GEORGE WINGO
FAYETTE COUNTY TAX COMMISSIONER
PO BOX 70
FAYETTEVILLE GA 30214-0070
(770) 461-3611

CITY OF PEACHTREE CITY
1996 PACE TL
4FPWB2429TG015825
000000031388584
1120 07/12/2006 \$112JEP

PURCH DT: 07/25/1996
Appl Dt: 07/12/2006

REPLACE TAG/DECAL FEE 1.00
TOTAL FEES PAID 1.00

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

4FPWB2429TG015825 - 1996 PACE

TL

Tag Number: GV79459

Expires: 12/31/2009

Valuation:

Tag Fee: 1.00

Title Number: 000000031388584

Equip. No:

County: 112 District: 05 Mill Rate:

Fuel:

Farm Vehicle? N GVW:

Color:

Classification: GOVERNMENT

Insurance Status: EXEMPT FROM INSURANCE

Customer 1 No: 001010321303 Customer 2 No:

CITY OF PEACHTREE CITY
151 WILLOW BEND RD
PEACHTREE CTY GA 30269-3104



CHCK CASH
THIS IS NOT A BILL
THIS IS YOUR RECEIPT
*** RETAIN FOR TAX PURPOSES ***

Signature: _____

www. GEORGIA .gov

GV79459

GOVT

FAYETTE



BM
11/29/07.

Date: November 28, 2007

To: City Council

From: PCTA Board of Directors

RE: Tourism Association Board Makeup

The PCTA Board of Directors approved a change to the Board Makeup at their November 22nd meeting. The PCTA Board of Directors is requesting City Council to approve the recommended changes to the By Laws and Articles of Incorporation. A summary of the changes are as follows:

1. The PCTA Board of Directors will change from a five member board to a seven member board. All seven members will be voting members of the PCTA Board of Directors.
2. Five directors shall be citizens of, or persons conducting business within the City of Peachtree City, one of whom shall be employed in the restaurant or hotel/motel business; one (1) director shall be the Chairperson of the Peachtree City Recreation Commission; and one director shall be a member of the City Council of Peachtree City selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in January.
3. Four directors will constitute a quorum.

BY-LAWS
OF
PEACHTREE CITY TOURISM ASSOCIATION, INC.
Incorporated as a Not-for-Profit Corporation
Under the laws of the State of Georgia
Incorporated _____, 2003.

ARTICLE ONE

Name, Location and Offices

1.1 Name. The name of this Corporation shall be:

“PEACHTREE CITY TOURISM ASSOCIATION, INC.”

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

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

ARTICLE TWO

Purposes and Governing Instruments

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

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

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

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

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

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

ARTICLE THREE

Board of Directors

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

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

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

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

The ~~five (5)~~ seven (7) member Board of Directors and any officers of the Corporation shall be appointed in the manner established in Section: 3.3 of these Bylaws. The Board of Directors shall have full power and authority to review and approve in advance both short-term and long-term budgets, capital and operating, of income and expenditures of the Corporation and to exercise such other supervision and control over the affairs and property of the Corporation as the Board of Directors of the Corporation may deem necessary or desirable to ensure the 501(c)(6) purposes and functions of the Corporation are carried out.

3.2 Board of Directors. The ultimate property, affairs, activities and concerns of the Corporation shall be vested in a Board of Directors, consisting of ~~five (5)~~ seven (7) directors. The members of the Board shall, upon appointment, immediately enter upon the performance of their duties and shall continue in office until their successor shall have been duly appointed and qualified, or until the director's earlier death, resignation, removal or disqualification.

3.3 Manner of Appointment and Term of Office. The ~~five (5)~~ seven (7) member Board of Directors shall be appointed by the City Council of the City of Peachtree City ("Council"); provided that ~~four (4)~~ five (5) directors shall be citizens of, or persons conducting business within the City of Peachtree City, one of whom shall be employed in the restaurant or hotel/motel business; and one (1) director shall be the Chairperson of the Peachtree City Recreation Commission; and one member shall be a member of the City Council of Peachtree City selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in January. One of the these same citizens shall have a minimum of five (5) years of fiscal experience (fiscal experience shall be defined as on the job training, education, degrees, and/or licenses gained in finance, accounting, and/or professional budgeting.). Also, the citizens-at-large shall serve for a maximum of two consecutive three-year terms. The Board shall consist of a chair, a vice-chair and a secretary/treasurer to be chosen by and from the voting Board of Directors of the Corporation. At the expiration of his/her term, any director may be re-appointed. The City Council may stagger the terms of the directors so as to provide continuity on the board.

In addition to the ~~five-seven~~ member Board of Directors, there shall be three non-voting directors appointed by the City Council of the City of Peachtree City: One non-voting director shall be the President of the Fayette County Chamber of Commerce or designee. The designee shall be someone under the direct supervision of the President of the Fayette County Chamber of Commerce by virtue of their employment. One non-voting director shall be the Superintendent of the Fayette County Board of Education or designee. The designee shall be someone under the direct supervision of the Superintendent of the Fayette County Board of Education by virtue of their employment. One non-voting director shall be a manager of a hotel located in Peachtree City or designee. The designee shall be someone under the direct supervision of the hotel manager by virtue of their employment. The manager of the hotel shall be recommended to the Mayor and City Council by the Board of Directors of the Peachtree City Tourism ger Association, Inc. The hotel manager shall serve for a three-year term or until he leaves his place of employment in Peachtree City.

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

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

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

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

ARTICLE FOUR

Meetings of the Board of Directors

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

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

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

4.4 Special Meetings; Notice. Special meetings of the Board of Directors may be called by the Chair, or by any ~~three (3)~~ four (4) of the directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given by the secretary/treasurer either personally, by telephone, by mail, by email, by telegram, or by facsimile at least twenty-four (24) hours before such meeting.

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

4.6 Quorum. ~~At meetings of the Board of Directors, at least eighty percent (80%) of the directors then in office shall be necessary to constitute a quorum for the transaction of business. In no case, however, shall less than four (4) ~~five(5)~~ directors constitute a quorum.~~ Four (4) directors shall constitute a quorum.

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

4.8 Adjournments. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present to reconvene

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

ARTICLE FIVE

Notice and Waiver

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

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

ARTICLE SIX

Officers

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

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

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

such authority and perform such duties and shall receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.

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

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

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

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

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

ARTICLE SEVEN

Conflict and Disclosure of Interest

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

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

7.2 Definitions.

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

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

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

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

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

7.3 Procedures

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

7.3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board meeting while the determination of a

conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

7.3.3 Procedures for Addressing the Conflict of Interest.

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

7.3.4 Violations of the Conflicts of Interest Policy.

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

7.4 Records of Proceedings.

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

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

7.5 Compensation.

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

7.6 Annual Statements.

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

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

ARTICLE EIGHT

Committees

8.1 Committees of Directors. Committees, each consisting of one (1) or more directors, not having and exercising the authority of the Board of Directors in the

management of the Corporation may be designated by a resolution adopted by a majority of directors.

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

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

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

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

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

8.4.3 Meetings, Notice and Waiver. The committee may establish a regular meeting schedule. Special meetings of the committee may be called by, or at the direction of, the chairperson of the committee, the Corporation's Chair, or a majority of the members of the committee. Notice of the time, place and purpose of any meeting, except scheduled regular meetings, shall be given, in writing, by the chairperson of the committee or the president, or either's designee, to each member personally, by personal delivery, telephone, facsimile, e-mail or telegram at least twenty-four (24) hours prior to the meeting, or by mailing at

least three (3) days prior to the meeting. Attendance of a member at a meeting shall constitute a waiver of notice of the meeting. Attendance of a member at a meeting shall constitute a waiver of notice of the meeting, except where the member delivers to the chairperson, before any vote is taken, a written objection to the notice or the calling of the meeting. No business shall be conducted at any called meeting except that stated in the notice, unless all then serving members are present and consent to non-noticed business being discussed or acted upon. Business may be conducted at a special meeting upon written waiver of notice by all members, or upon written waiver of notice being obtained from all members not receiving notice. The committee shall keep minutes of its proceedings and shall report to the Board at meetings of the Board.

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

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

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

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

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

ARTICLE NINE

Contracts, Checks, Deposits, and Funds

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

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

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

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

ARTICLE TEN

Indemnification and Insurance

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

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

10.3 Insurance. To the extent permitted by Georgia law, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, trustee, or agent of the Corporation, or is was serving at the request of the Corporation as a director, officer, employee, trustee, or agent or another corporation,

domestic or foreign, not-for-profit or for profit, partnership, joint venture, trust or other enterprise.

ARTICLE ELEVEN

Miscellaneous

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

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

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

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

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

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

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

ARTICLE TWELVE

Amendments

12.1 Powers to Amend Articles and Bylaws. Subject to the provisions of Section 12.2 of this Article, the Board of Directors shall have the power to alter, amend,

or repeal the articles of incorporation or these bylaws, or adopt new bylaws; provided, however, that the Board of Directors shall have no power or authority to make any changes in the articles of bylaws which would in any way diminish or derogate from the duties at Section 2.2 of these Bylaws.

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

ARTICLE THIRTEEN

Reserved Powers of the Council

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

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

ARTICLE FOURTEEN

Tax-Exempt Status

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

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

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

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

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

ARTICLE FIFTEEN

Adoption of Bylaws

Peachtree City Tourism Association, Inc. is organized under the laws of the State of Georgia on this _____ day of _____, 20037. The Bylaws were adopted by resolution of the Board of Directors and the Corporation on and became effective as of said date.

{Signatures appear on the following page.}

Effective date. This Amendment to the By-Laws of the Peachtree City Tourism Association, Inc. shall become effective ~~August 3, 2006.~~ _____ 2007.

Adopted by a majority vote of the Board of Directors, in a public and open session of a regularly scheduled meeting of the Board of Directors, at which a quorum was present and voting on the _____ day of _____, ~~2006.~~2007.

Adopted: _____
David Ring, Chairman
Peachtree City Tourism
Association, Inc.

Attest: _____

Approved on _____, 2006, by a majority vote of the City of Peachtree City Council ("Council"), in a public and open session of a regular scheduled meeting, at which a quorum was present and voting.

By: _____
Harold Logsdon, Mayor

ATTEST:

Jane Miller, City Clerk

ARTICLES OF INCORPORATION

ARTICLE I

The name of the Corporation is:

PEACHTREE CITY TOURISM ASSOCIATION, INC.

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

The name and address of the incorporator is:

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

ARTICLE VI

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

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

- Develop the educational, cultural and economic potential of the City of Peachtree City;
 - Enlist the active interest and financial support of individuals and businesses in the development, improvement and beautification of the City of Peachtree City;
 - Improve and maintain the appeal of the City of Peachtree City by improving and maintaining the physical, environmental and business conditions in the City;
 - Increase City revenues by stabilizing the tax base, enhancing property values and increasing retail sales in the City;
 - Contract with the City of Peachtree City to expend on behalf of the City of Peachtree City that portion of the hotel/motel tax authorized by Georgia law and other funding, and use the tax revenue and other funds to promote tourism, conventions and trade shows within the City. The Corporation's overall purpose will be to promote the welfare of the public, stimulate commerce and otherwise serve the public interest of the City of Peachtree City, as set forth in these Articles of Incorporation and the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code, within the subject to the limitations of Section 501(c)(6) of the Internal Revenue Code; and
 - By contract with the City of Peachtree City, to manage and operate the Frederick W. Brown, Jr. Amphitheater and the Peachtree City Tennis Center.
- (b) This Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property or net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article VI of these Articles. The Corporation shall not lobby or otherwise attempt to influence legislation or participate or intervene in (including publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any provision of these Articles, the Corporation shall not carry on any other activities to the extent that such activities are not permitted to be carried on by an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE VII

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

ARTICLE VIII

The Board of Directors shall consist of Seven (7) ~~five (5)~~ members to be comprised as follows:

1. ~~Four~~ Five (4) (5) citizens or persons conducting business within the City of Peachtree City. At least one (1) of the citizens appointed to the Board shall be employed in the restaurant or hotel/motel business and one of these same citizens shall have a minimum of five (5) years of fiscal experience (fiscal experience shall be defined as on the job training, education, degrees, and/or licenses gained in finance, accounting, and/or professional budgeting.).
2. The Chairperson of the Recreation Commission of the City of the City of Peachtree City; and
3. One member of the City Council of Peachtree City to be selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in January.
4. ~~3.~~ In addition to the above seven ~~five~~ directors, the Mayor and City Council shall appoint ~~The By-Laws say that the Council will only appoint the manager of the Hotel/Motel. The other two are ex-officio. Need to say one or the other.~~ three citizens of Fayette County as non-voting members of the Board of Directors. The three non-voting members of the Board of Directors shall be:
 - (a) The President of the Fayette County Chamber of Commerce or designee. The designee shall be someone under the direct supervision of the President of the Fayette County Chamber of Commerce by virtue of their employment.
 - (b) The Superintendent of the Fayette County Board of Education or designee. The designee shall be someone under the direct supervision of the Superintendent of the Fayette County Board of Education by virtue of their employment.
 - (c) The manager of a hotel located in Peachtree City or designee. The designee shall be someone under the direct supervision of the hotel manager by virtue of their employment. The manager of the hotel shall be recommended to the Mayor and City Council by the Board of Directors of the Peachtree City Tourism

Association, Inc. The hotel manager shall serve for a three year term or until he leaves his place of employment in Peachtree City.

ARTICLE IX

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

ARTICLE X

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

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

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

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

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

ARTICLE XI

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

The effective date of these Articles of Incorporation shall be _____
~~August 3, 2006-2007.~~

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this _____ day of _____, 20067.

David Ring, Chairman
Peachtree City Tourism Association, Inc.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

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

FROM: City Planner *David*

DATE: November 29, 2007

SUBJECT: Request to abandon roads and right-of-way of Line Creek Drive and Line Creek Court
December 6, 2007, City Council Agenda

Recommendation:

Because this is an issue dealing with the potential abandonment and sale of city-owned property, Staff is unable to make a recommendation at this time.

Discussion:

Doug McMurrain of Capital City Development approached City Council on November 15 and requested that Council consider abandoning the roads and right-of-way associated with Line Creek Drive and Line Creek Court. At that time, Council asked Mr. McMurrain to develop a master plan for the site and then bring the proposal back to City Council for consideration.

Mayor Logsdon then appointed an Advisory Committee to work with Mr. McMurrain on this issue, including Steve Boone and Cindy Plunkett from City Council, Marty Mullin from the Planning Commission, Linda Wojcik and Tim Lydell from the public at large and David Rast from the City's Planning Department. The advisory board met this past Tuesday, at which time it was recommended that Mr. McMurrain proceed with the development of a master plan for the entire site which would not include a large anchor tenant but assume the roads would ultimately be abandoned.

Mr. McMurrain agreed to do this and will be presenting a site plan to the advisory board for review on Tuesday, December 4 at 1:30PM. Mr. McMurrain requested that the road issue be placed back on the Council agenda for consideration, as he felt he would be able to develop a schematic site plan that the advisory plan could endorse.

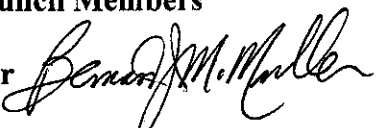
Budget impact:

Presently there are no budgetary impacts associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

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

DATE: November 29, 2007

SUBJECT: Consider Ordinance Amendment – Alcoholic Beverages
December 6, 2007, City Council Meeting

Recommendation:

That Council consider the attached ordinance amendment to the Alcoholic Beverages Ordinance and, if adopted, establish the following fees:

Qualifying Location Permit (annual)	\$150
Special Event Permit (per event/per day)	\$ 50

Discussion:

At previous City Council meetings, Council and staff discussed amending the Alcohol Ordinance to establish Special Events Permits, a prohibition of brown-bagging, and changes to the definition of premises relating to golf courses. The discussed changes are in the attached ordinance.

The Police Department and City Attorney have reviewed the proposed amendments.

Budget Impact:

This item should have minimal budget impact, but could increase revenues by \$150 for each location obtaining a Qualifying Location Permit and \$50 per special event permit.

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR LICENSING FOR THE SALE OF ALCOHOLIC BEVERAGES; TO PROVIDE DEFINITIONS; TO ESTABLISH LICENSING REQUIREMENTS; TO PROVIDE OPERATING REGULATIONS AND RESPONSIBILITIES; 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 I, Section 6-2, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended by providing additional definitions as follows:

Sec. 6-2. Definitions.

Brown bagging means the act of patrons entering any restaurant, private club, or other establishment providing food or entertainment in the normal course of business and bringing in and consuming the patron's own alcoholic beverage.

Brown bag establishment means any restaurant, private club or other establishment providing food or entertainment in the normal course of business, and in which the owners or their agents knowingly allow patrons to bring in and consume the patrons' own alcoholic beverages.

Caterer means any person who prepares food and furnishes beverages, but not alcoholic beverages, for consumption off the premises of a food service facility or restaurant for a special event.

Permitted location means a building, premises or location for which a permit is required pursuant to this chapter and shall include a premises and a licensed premises as defined herein.

Private residence means an occupied house, dwelling or structure in a residential zoning district wherein families reside.

Special event or private function means any organized activity having as its purpose entertainment, recreation and/or education, such as a festival, party, reception, celebration or assembly which occurs or takes place on private or public property.

Section 2. Article II, Chapter 6, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended by as follows:

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

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

- (1) Retail consumption dealer (distilled spirits);
- (2) Retail package dealer (distilled spirits);
- (3) Retail consumption dealer (malt beverage);
- (4) Retail package dealer (malt beverage);
- (5) Retail consumption dealer (wine);
- (6) Retail package dealer (wine);
- (7) Wholesale dealer (distilled spirits);
- (8) Wholesale dealer (malt beverage); and
- (9) Wholesale dealer (wine).
- (10) Retail consumption dealer – additional license
- (11) Qualifying location permit (distilled spirits, malt beverages and wine)
- (12) Special event permit

Sec. 6-51. Permitted location for special events at which alcoholic beverages are served.

(a) No alcoholic beverages shall be sold, dispensed, distributed, poured or served at any location, premises, or building in the city except as set out in this chapter unless otherwise provided for under this chapter;

(b) The owner or lessee of a location at which alcoholic beverages are to be furnished and served at a private function or special event by a person at a location not otherwise required to be licensed pursuant to this chapter shall first obtain a qualifying location permit designating such location as a "permitted location." Such qualifying location permit shall be good for the calendar year in which it is issued and may be renewed annually as set forth in this chapter. Thereafter, the person organizing the private function or special event to be held at a permitted location must apply for and obtain a "special event permit" as set forth in section 6-52 of this chapter. The cost of such permits shall be as set forth in section 6-36 of this chapter. The requirements of sections 6-37 and 6-38 herein shall be met by an applicant for a permitted location license.

(c) To qualify as a "permitted location", the location, premises or building shall not be located nearer to an alcoholic treatment center and therefore be considered to be a "prohibited location" as set out in section 6-39 herein, or shall not fail to meet all requirements of the building inspector, the fire marshal, the traffic engineer, and the planning and zoning coordinator for an on-premises pouring outlet, and shall possess a permit as a "permitted location" pursuant to this chapter. The applicant for a qualifying location

permit shall submit a plat of survey prepared by a state registered land surveyor showing the distances set forth in this chapter with the application for the qualifying location permit.

(d) It shall be unlawful for any person to furnish and serve alcoholic beverages at a private function or special event at a permitted location unless food is also served at the private function or special event.

(e) Alcoholic beverages furnished and served at a private function or special event may be consumed only on the premises; and may not be removed from the premises in an open container.

(f) It shall be unlawful for any alcoholic beverages to be sold at a private function or special event, i.e. "no cash bar" sales will be permitted, unless the permitted location also holds an on premises consumption license for alcoholic beverages.

(g) Locations, premises or buildings for which an on-premises consumption license has been issued pursuant to this chapter shall be deemed a "permitted location" under this section without further application; however, alcoholic beverages may not be sold or dispensed from the area or premises licensed for the sale and dispensing of alcoholic beverages on Sundays in violation of this chapter; provided, however, that if an on premises consumption licensee provides a separate room, not accessible to the regular public or customers of the licensed establishment, where the alcohol is purchased, furnished and served not by the on premises consumption licensee but by the person holding the private function or special event may qualify as a permitted location for the serving of alcoholic beverages in accordance with this section.

(h) The "permitted location" licensee shall be responsible for any violation of this chapter which occurs at the "permitted location" whether by the licensee's employees or agents, a caterer or their employees or agents, or a lessee or invitee of the licensee, their lessee or invitees or any of their employees or agents.

(i) The person holding the private function or special event, and not otherwise required to be licensed pursuant to this chapter must purchase and furnish the alcoholic beverages.

(j) The times for sales of alcoholic beverages set forth in section 6-123, herein, except that serving without sale of alcoholic beverages at a special event at a permitted location for a special event not otherwise required to be licensed or licensed hereunder for the sale of alcoholic beverages for consumption on the premises only shall be permitted on Sunday between the hours of 12:30 p.m. and 12:00 midnight.

Sec. 6-52. Special event permits.

(a) In order to serve wine, and/or beer and malt beverages, and/or distilled spirits at a private function or special event, at a permitted location, the person organizing the private function or special event shall be required to:

(1) Apply to the city for a "special event permit." The application shall include the name and business address of any caterer providing food service for the private function or special event, the date, time and location of the event, which location must be a permitted location as set forth in this chapter or otherwise exempt as set forth under this chapter;

(2) Pay the cost of such permit as set forth in section 6-36 of this chapter.

If the application meets all of the requirements of this chapter, the city clerk shall issue the special event permit. If the city clerk finds that the application does not meet the requirements of this

chapter and denies the special event permit, the applicant may appeal in writing to the city council within five days of the date of the denial.

(b) The "special event permit" shall be maintained at the site of the private function or special event during the hours alcoholic beverages are served.

(c) The person holding the private function or special event, and not otherwise required to be licensed pursuant to this chapter, must purchase the alcoholic beverages.

(d) The "special event permit" licensee shall be responsible for any violation of this chapter which occurs at the event whether by the licensee's employees or agents, invitee of the licensee or invitee of the invitee of the licensee.

Sec. 6-53. Exceptions.

(a) The requirements of this chapter shall not apply to a private function held for business development purposes or charitable purposes at which alcoholic beverages are served by a person or organization not otherwise required to be licensed pursuant to this chapter to members and invited guests of such persons or organization holding the event at a permitted location or at a location not otherwise required to be permitted pursuant to this chapter, provided that the person or organization purchased and served the alcoholic beverages and receives no payment from invited guests, and the event is not open or accessible to the general public.

(b) The requirements of this chapter shall not apply to a private function held at a private residence at which alcoholic beverages are purchased and served by a person not otherwise required to be licensed pursuant to this chapter to invited guests of such person, provided that the person holding the event purchases the alcoholic beverages and receives no payment from invited guests, and the event is not open or accessible to the general public.

Section 3. Article III, Chapter 6 of the Code of Ordinances of the City of Peachtree City,

Georgia, as amended, is hereby further amended as follows:

Sec. 6-122. Sale outside licensed premises or removal of alcoholic beverages dispensed on premises.

(a) Except as provided herein, it shall be unlawful for any sale of alcoholic beverages to be made outside of the premises licensed for such sale or for alcoholic beverages dispensed on the premises of a retail consumption dealer, in any type or size container, to be removed from the premises prior to consumption. All alcoholic beverages consumed on the premises of a retail consumption dealer shall be dispensed by that dealer.

(b) For golf club facilities, "licensed premises" includes not only the room wherein alcoholic beverages are sold or served, but shall also include the entire building where the room is located and the entire boundary of the golf course except parking lots, alleyways, public streets, public multi-use paths including paths shared with the public, and lakes. Golf clubs are authorized to sell and serve malt beverages only in the manufacturer's original containerized receptacle outside the room and building on the licensed premises as defined above. Patrons may consume the same on the licensed premises as defined above, and the following provisions shall apply:

- 1) Golf clubs shall clearly mark areas where the course intersects public streets and public multi-use paths with signs reading "Public Way – Open Containers of Alcohol Prohibited".
- 2) Golf club staff may not sell alcohol within the prohibited distances outlined in Sec.6-39.

(c) The Frederick Brown, Jr. Amphitheater permits alcoholic beverages to be brought to the amphitheater by persons attending the activity where alcohol is permitted according to section 54-7(1).

Sec. 6-129. Possession to give away in order to induce trade.

It shall be unlawful for any person to keep on hand for the purpose of giving the same away to induce trade, any fermented beverages made in whole or in part from malt, or any similar fermented beverages, wine or distilled spirits that contain more than one-half of one percent of alcohol by volume.

Sec. 6-130. Brown bagging, brown bag establishments.

- (a) Except as provided herein, "Brown bagging" and "brown bag establishments" as defined in this chapter shall be prohibited within the city.
- (b) The Frederick Brown, Jr. Amphitheater permits alcoholic beverages to be brought to the amphitheater by persons attending the activity where alcohol is permitted according to section 54-7(1).

Section 4. 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 5. 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 6. This ordinance shall be in full force and effect upon its official adoption by the City Council.

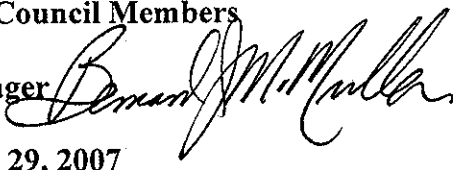
This _____ day of _____ 2007.

Harold K. Logsdon, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members
FROM: City Manager 
DATE: November 29, 2007
SUBJECT: Consider Naming the West Village
December 6, 2007, City Council Meeting

Recommendation:

That Council consider the naming committee's recommendation of Wilksmoor as the official name for Peachtree City's West Village.

Discussion:

This summer, at the request of former Mayor Fred Brown, Council appointed a committee to evaluate possible names for Peachtree City's fifth village, currently referred to as the West Village. The committee met in August and September, finalizing the naming criteria, reviewing the City's history, and evaluating possible names.

The unanimous recommendation of the Committee was Wilksmoor, which combined a historical reference to an earlier property owner in the area and the existing Wilksgrove Baptist Church. "Moor" is a Scottish term meaning open land, peaty soil with heather and bracken. The committee felt it met all the major criteria, having local historical significance and a Scottish air, while being unique and easy to pronounce.

Following the committee's presentation at the November 1 meeting, Council requested additional public input before finalizing the decision. Staff issued press releases and posted a survey on our web site. The four responses received are attached.

Budget Impact:

This item should have no budget impact until the City moves forward with any new village signage.

Betsy Tyler

Sent: Wednesday, November 07, 2007 8:34 PM
To: Betsy Tyler
Subject: Online Feedback Form - the name Wilksmoor

On 2007-11-07 at 20:33:37,
The following information was submitted:
From Host: 68.223.51.151
name = Cristina
address = 305 Revolution Drive
city = Peachtree City
comments = I don't think there's any problem with Macduff. It shouldn't matter if there is already a road with that name. i vote Macduff!

-
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Betsy Tyler

Sent: Friday, November 16, 2007 7:51 AM
To: Betsy Tyler
Subject: Online Feedback Form - the name Wilksmoor

On 2007-11-16 at 07:50:28,
The following information was submitted:
From Host: 205.188.117.66

name = JOSEPH MARSELLA

address = 42 DOVER TRAIL

city = PEACHTREE CITY

comments = I FEEL THE NAME OF WEST VILLAGE SHOULD NOT BE A PART OF A FAMILY NAME. MORE IN
LINE WOULD BE A NAME OF AN AREA OF SCOTLAND, CITY, LAKES, RIVERS, ECT. LOOKING AT A MAP
OF SCOTLAND WOULD GIVE MANY IDEAS.

-
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message (including any attachments).

Betsy Tyler

Sent: Monday, November 19, 2007 8:31 PM
To: Betsy Tyler
Subject: Online Feedback Form - the name Wilksmoor

On 2007-11-19 at 20:31:13,
The following information was submitted:

From Host: 68.211.121.3

name = Anna Hollander

address = 202 Wysteria Ct.

city = Peachtree City

comments = "Wilksmoor" is not easy to pronounce correctly for most people. It will be called "Wilksmore" by almost everyone. Since that is the case, it would be better to spell it as it will be pronounced. I would suggest an alternative such as "Wilkirk." Kirk means "church" in Scottish. Other attractive choices would be "Inverness," "Culloden," and "Rannoch." Rannoch is an area of Scotland in the highlands which has moorland and lochs (lakes). The name sounds strong and is easy to say. To me, Wilksmoor sounds wimpy and is a name only a committee could love. If the city really wants citizen input, then please publicize any historic information on the area. Are there any other prominent family names associated with it? Any geographic features we should be considering? The more information you publicize, the better suggestions you will have.

-

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Betsy Tyler

Sent: Wednesday, November 21, 2007 2:44 PM
To: Betsy Tyler
Subject: Online Feedback Form - the name Wilksmoor

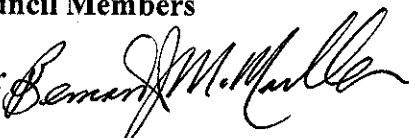
On 2007-11-21 at 14:44:06,
The following information was submitted:
From Host: 10.1.4.72
name = Debbie Lemay
address = 305 Revolution Drive
city = Peachtree City
comments = Don't like the "ring" of Wilksmoor Village as much as Aviemore Village, but
Wilksmoor has more of a tie to the area. Mr. Brown and his committee spent many hours and
much thought into this name - thanks to all.

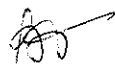
-
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recipient), you may not read, print, retain, use, copy, distribute or disclose to anyone
the message or any information contained in the message. If you have received the message
in error, please advise the sender by reply e-mail, and destroy all copies of the original
message (including any attachments).

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 

FROM: Acting Administrative Services Director / City Clerk 

DATE: November 29, 2007

SUBJECT: Consider Ordinance Amendment – Segways on Paths
December 6, 2007, City Council Meeting

Recommendation:

That Council consider the attached amendment to the City's Traffic Ordinance to permit Segways, or Electric Personal Assistive Mobility Devices (EPAMDs), on the paths in Peachtree City.

Discussion:

At the November 15 meeting, Council instructed staff to draft an ordinance permitting the use of the Segway EPAMDs on Peachtree City's streets and paths. Council also requested that Segway users be limited to those with driver's licenses or were at least 18 years of age with no license, and that Segways be registered like golf carts.

Modifications have been made to the definitions section of the ordinance to remove Segways from the definition of motorized skateboard and to include motorized scooters, to add the registration requirements, to set the age limits, to limit use on streets prohibited for golf carts, to require reflectors and lights, and to limit speeds.

Because a person standing on a Segway may be taller than an average golf cart, the City will need to post signage at six multi-use tunnels that are less than seven feet in height to warn users of the low ceiling height.

A copy of the State laws relating to EPAMDs is also attached for reference. A separate memo from the Police Department is pending following their further evaluation of the vehicle.

Budget Impact:

This item should have no budgetary impact.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR THE USE OF ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES; TO PROVIDE DEFINITIONS; TO ESTABLISH REGISTRATION REQUIREMENTS; TO PROVIDE OPERATING REGULATIONS AND RESPONSIBILITIES; 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, Chapter 78, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 78-91. Findings; definition.

(a) The city council finds that all streets and paved recreational paths located within the territorial boundaries of the city and under its jurisdiction are designed and constructed so as to safely permit their use by operators of motorized carts, electric bicycles, and low speed motor vehicle ("LSMV"), except as stated elsewhere in this article.

(b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section:

All-terrain vehicle means any motorized vehicle designed for off-road use which is equipped with three or more low pressure tires and with a seat to be straddled by the operator and with handlebars for steering control.

Bicycle means every device propelled by human power upon which any person may ride, having only two wheels which are in tandem and either of which is more than 13 inches in diameter.

Dealer means a person engaged in the business of buying, selling, or exchanging vehicles who has an established place of business in this state.

Electric bicycle means a device with two or three wheels which has a saddle and fully operative pedals for human propulsion and also has an electric motor. For such a device to be considered an electric assisted bicycle, it shall meet the requirements of the Federal Motor Vehicle Safety Standards, as set forth in 49 C.F.R. Section 571, et seq., and shall operate in such a manner that the electric motor disengages or ceases to function when the brakes are applied. The electric motor in an electric assisted bicycle shall:

- (1) Have a power output of not more than 1,000 watts;
- (2) Be incapable of propelling the device at a speed of more than 20 miles per hour on level ground; and

(3) Be incapable of further increasing the speed of the device when human power alone is used to propel the device at or more than 20 miles per hour.

Electric personal assistive mobility device or *EPAMD* means a self-balancing, two non-tandem wheeled device designed to transport only one person and having an electric propulsion system with average power of 750 watts (one horsepower) and a maximum speed of less than 20 miles per hour on a paved level surface when powered solely by such propulsion system and ridden by an operator who weighs 170 pounds.

Gross weight means the weight of a vehicle without load plus the weight of any load thereon.

Low-speed motor vehicle or *LSMV* means any four-wheeled electric vehicle whose top speed attainable in one mile is greater than 20 miles per hour but not greater than 25 miles per hour on a paved level surface and which is manufactured in compliance with those federal motor vehicle safety standards for low-speed vehicles set forth in 49 C.F.R. Section 571.500 and in effect on January 1, 2001.

Moped means a motor driven cycle equipped with two or three wheels, with or without foot pedals to permit muscular propulsion, and an independent power source providing a maximum of two brake horsepower. If a combustion engine is used, the maximum piston or rotor displacement shall be 3.05 cubic inches (50 cubic centimeters) regardless of the number of chambers in such power source. The power source shall be capable of propelling the vehicle, unassisted, at a speed not to exceed 30 miles per hour (48.28 kilometers per hour) on level road surface and shall be equipped with a power drive system that functions directly or automatically only, not requiring clutching or shifting by the operator after the drive system is engaged.

Motorcycle means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, but excluding a tractor, all-terrain vehicle, dirt bike, and moped.

Motor driven cycle means every motorcycle, including every motor scooter, with a motor which produces not to exceed five brake horsepower, every bicycle with a motor attached, and every moped.

Motorized cart means every motor vehicle having no less than three wheels and an unladen weight of 1,300 pounds or less and which cannot operate at more than 20 miles per hour.

Motorized play vehicle means a coaster, scooter, pocket bike, any other alternatively fueled device, or other motorized vehicle that is self-propelled by a motor engine, gas or electric, and is not otherwise defined in this code as a "motorized cart", "low speed motor vehicle (LSMV)" "motor vehicle", "motorcycle", "electric bicycle", motorized skateboard, "electric personal assistive mobility device" or "motorized wheelchair".

Motorized skateboard or motorized scooter means a self propelled device that has a motor, gas or electric, a deck upon which a person may ride, not equipped with a seat, and at least two tandem wheels in contact with the ground and which is not otherwise defined in this code as a motor vehicle, "motorcycle", "motorized play vehicle", "electric personal assistive mobility device" or "motorized wheelchair".

Deleted: , including Segways,

Deleted: "motor scooter",

Motorized wheelchair means a self-propelled wheelchair that is used by a physically disabled person for mobility.

Pocket motorcycle or pocket bike means a two-wheeled vehicle other than a motor vehicle, bicycle with helper motor or a motorized scooter and which is propelled by an internal combustion engine, electric motor or other mechanical means, is capable of carrying a rider and/or passenger at a speed in excess of 20 miles per hour, and is designed to replicate the general appearance of a motorcycle, regardless of the scale of the replication.

Sec. 78-92. Registration/transfer requirements.

(a) *Motorized carts.* It shall be the duty of every owner of an electric or gasoline-powered motorized cart that is operated over the recreation paths and streets and those areas accessible by the public to register the cart with the city within ten business days of the date of purchase. Two numerical decals shall be issued upon registration; and a record of each motorized cart number, along with the name and address of the owner, shall be maintained by the city clerk's office. The decals must be affixed to the sides of the cart in such a manner as to be fully visible at all times. The failure to have a current registration decal on a motorized cart shall be a violation of this section and subject the owner of such cart to the penalties set forth in section 1-11.

(1) *Resident fee.* The registration fee for motorized carts owned by city residents shall be \$12.00, and the registration shall be effective until the next regular registration period. Registration periods shall occur every five years, beginning in 2006.

(2) *Non-resident fee.* In addition to the initial \$12.00 fee for the registration and decal, an annual registration/user fee of \$60.00 shall be charged to nonresidents of the city. The nonresident fee is due by January 31 each year until such time as the cart is sold or otherwise disposed of. This nonresident registration/user fee shall be prorated for carts purchased after January 31 of the first calendar year of ownership, unless the nonresident had previously paid the registration/user fee the same calendar year, in which case the \$12.00 registration fee would be required to register and obtain decals for the new cart.

(3) *Registration deadline.* If the cart is not registered within ten business days of purchase, a \$20.00 penalty will be applied in addition to the registration fee; and the cart shall be considered an unregistered cart after the ten business-day period.

(4) *Transfers.* Upon occurrence of a sale of the cart to another person who shall operate the cart over the recreation paths and streets of the city, the registration must be transferred to the new owner within ten business days of the change in ownership at a cost of \$5.00, and if the new owner is not a city resident, the nonresident registration/user fee for the balance of the year shall be due from the new owner. If the registration is not transferred within ten business days, a \$20.00 penalty will be applied in addition to the \$5.00 transfer charge; and the cart shall be considered an unregistered cart after the ten business-day period. Dealers acquiring a registered cart exclusively for resale (non-rental) shall not be required to pay the transfer charge, but shall notify the city of the transfer within ten business days of receiving the cart, and of the ultimate disposition of the cart within ten business days of sale.

(5) *Special tourism events.* Council may, at its discretion, waive registration requirements for special events of a limited duration to which out-of-city residents may bring carts as participants.

(6) *Tyrone registration.* The city will honor/recognize permits issued by the Town of Tyrone. Registered Tyrone residents will be afforded the same privileges in the city as those city resident permit holders, and all sections of the ordinance from which this section derives will apply to those non-residents.

(b) *Gasoline carts.*

(1) Every gasoline powered motorized cart shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:

- a. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
- b. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.
- c. The engine and powered mechanism of every cart shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.

(2) It shall be unlawful for the owner of any gasoline powered motorized cart to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a cart by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.

(c) *Rental carts.* Cart dealers and distributors, as well as other commercial establishments, may rent carts to the public for use on the recreation paths and streets and those areas accessible by the public of the city. Each such establishment renting carts shall be required to register each such rental cart in accordance with subsections (a) and (b) of this section and shall maintain a written record of each person who rents each cart. Renters shall be required to furnish positive identification, shall be provided a copy of this article to read, and must be at least 16 years of age. The registration fee and transfer fees and regulations shall be the same as those in subsections (a) and (b).

(d) *Electric personal assistive mobility device (EPAMD).* EPAMDs shall be subject to the same registration requirements outlined above in paragraphs (a) and (c).

(e) *Age, number of registrants limited.* Only those persons 18 years of age or older may register a motorized cart. Cart registration may be in one person's name only, and the registration form must be signed by that person.

Deleted: d

(f) *LSMV.* No LSMV shall be operated on the paved recreational paths or streets located within the territorial boundaries of the city unless it is legally registered and insured according to laws of the state.

Deleted: e

Sec. 78-93. Operation regulations.

(a) Those persons who are 16 years of age and older may drive a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city unless such person has had his or her license to operate a motor vehicle suspended or revoked by the state which issued said license in which case such person shall not be permitted to operate a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city during the time of suspension or revocation.

(b) Those persons who are 15 years of age but not yet 16 years of age may drive a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city:

- (1) If he or she does not have in his or her possession a valid instructional permit issued by the state pursuant to O.C.G.A. § 40-5-24, as may be amended, and has not had his or her instructional permit suspended or revoked, then he or she shall be accompanied in the front seat by a person at least 18 years of age who holds a valid motor vehicle driver's license or he or she shall be accompanied in the front seat by a parent, grandparent or legal guardian; or
- (2) If he or she has in his or her possession a valid instructional permit issued by the state pursuant to O.C.G.A. § 40-5-24, as may be amended, and is unaccompanied by a licensed driver as provided in subsection (b)(1), or is unaccompanied by a parent, grandparent or legal guardian as provided in section (b)(1), then he or she may be accompanied in the vehicle by up to one other person who must be at least 15 years of age, or he or she may be accompanied by up to three immediate family members.
- (c) Those persons who are 12 years of age but not yet 15 years of age may drive a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city if they are accompanied in the front seat by a parent, grandparent or legal guardian.
- (d) No person under the age of 12 shall be permitted to drive a motorized cart on the recreation paths and/or streets and those areas accessible by the public of the city under any circumstances.
- (e) All operators shall abide by all traffic regulations applicable to vehicular traffic when using the recreation paths, streets and those areas accessible by the public in the city. Where cart paths exist, they must be used in preference to parallel city streets with the exclusion of those cart paths privately owned and maintained by the Flat Creek and Braelinn clubs as part of the golf courses and not used by the general public.
- (f) Motorized carts shall not be operated on sidewalks at any time.
- (g) Motorized carts may be operated over those authorized streets, recreational paths and those areas accessible by the public only during daylight hours unless such motorized carts are equipped with functional headlights and taillights.
- (h) No motorized cart shall be permitted to operate 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.
- (i) It shall be unlawful for the owner of any motorized cart or LSMV or any other person operating, employing, permitting the use of or otherwise directing the use of such motorized cart or LSMV to operate or permit the operator of any motorized cart or LSMV to drive over the recreational paths, streets or those areas accessible by the public in the city in violation of this article.
- (j) LSMV. Only persons possessing a valid license issued by the state, other state of the United States of America, or international agency which permits such person to operate a motor vehicle on the highways of the state may operate a LSMV on the paved recreational paths or streets located within the territorial boundaries of the city.
- (k) 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. 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.

(l) EPAMD. Only persons possessing a valid driver's license, or in lieu of a driver's license, persons who are at least eighteen years of age and older, may operate an EPAMD on the paved recreational paths or streets located within the territorial boundaries of the city.

(m) No EPAMD 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 pedestrian crossings are provided. No EPAMD shall be permitted to operate on any street of which the posted speed limit exceeds 35 miles per hour. Except as prohibited above, EPAMD's shall be permitted to cross over streets of which the posted speed limit exceeds 35 miles per hour.

(n) EPAMDs shall be equipped with the following: front, rear, and side reflectors which shall be visible from a distance of 300 feet when directly in front of lawful upper beams of headlights on a motor vehicle; a system that when employed will enable the operator to bring the device to a controlled stop; and, if the device is operated between one-half hour after sunset and one-half hour before sunrise, a lamp emitting a white light which, while the device is in motion, illuminates the area in front of the operator for a distance of 300 feet.

(o) No person shall operate an EPAMD at a speed greater than seven miles per hour when traveling on any path or sidewalk or 15 miles per hour or any other city right-of-way. (This again is limited by state law, see O.C.G.A. § 40-6-322).

Sec. 78-94. Recreation path users--Authorized.

Authorized users of asphalt recreation paths and sidewalks are as follows:

- (1) Pedestrians;
- (2) Nonmotorized vehicles;
- (3) Roller skates, roller blades and skateboarders (daylight only);
- (4) Registered electric-powered golf carts;
- (5) Registered gasoline-powered golf carts;
- (6) Emergency and authorized maintenance vehicles;
- (7) Bicycles, traditional and electric (as defined in section 78-91);
- (8) Electric and conventional wheelchairs; and
- (9) Electric vehicles designed to carry one person at a speed not to exceed 20 miles per hour except as prohibited in section 78-95.
- (10) LSMV provided that the vehicle is operated only in a mode or other restriction which does not allow the vehicle to exceed 20 miles per hour.

(11) Registered EPAMDs

Sec. 78-95. Same--Prohibited uses.

Prohibited uses of recreation paths are as follows:

- (1) Automobiles and trucks (except authorized maintenance vehicles);
- (2) Motorcycles;
- (3) Street and trail motorized bikes or vehicles (not to include electric bicycles);
- (4) Minibikes and mopeds;
- (5) Horses;
- (6) Go-carts;
- (7) Un-registered electric-powered golf carts or motorized carts;
- (8) Un-registered gasoline-powered golf carts or motorized carts;
- (9) Motorized skateboards or motorized scooters;
- (10) Motorized play vehicles;
- (11) Un-registered LSMVs;
- (12) Except as permitted in section 78-94, any vehicle designed by the manufacturer to be able to travel at speeds in excess of 20 miles per hour under its own power on a flat surface; and,
- (13) Un-registered EPAMDs.

Deleted: Electric or gasoline powered scooters

Deleted: and

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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 _____ 2007.

Harold K. Logsdon, Mayor

Attest: _____
City Clerk

Multi-Use Tunnel Heights

Tunnel Description/Location	Tunnel Number	END1 HEIGHT	CENTER HEIGHT	END2 HEIGHT
MacDuff Parkway	T19	12'0"	12'0"	12'0"
Bridlepath Ln	T20	7'2"	7'1"	7'0"
Braelinn Rd - Morallion Hills	T04	6'9"	6'8"	7'0"
Crosstown Dr. - Ginza	T08	7'0"	6'6"	7'0"
Kedron Drive South - Capstone	T22	6'8"	7'0"	7'1"
S Peachtree Pkwy - S Curve	T16	8'6"	8'0"	7'10"
Crosstown Dr. - Near Oak Grove Elementary School	T10	6'10"	7'1"	7'2"
Braelinn Rd - Waterford Green	T02	6'10"	6'9"	7'2"
Cameron Trail	T12	7'1"	6'10"	7'2"
Windgate Rd - Between Larkspur Turn & Rosewood Court	T15	7'7"	7'2"	7'3"
S Peachtree Pkwy - Braelinn "Three" Ponds	T11	7'4"	7'1"	7'3"
Braelinn Rd - Pleasance Grove	T03	7'5"	7'5"	7'4"
S Peachtree Pkwy - Village Park	T07	7'2"	7'4"	7'4"
Crosstown Dr. - Regions Bank	T09	7'5"	8'0"	7'5"
McIntosh Trail	T14	7'6"	7'6"	7'5"
N Peachtree Pkwy - Kedron Hills	T26	7'5"	7'5"	7'5"
Braelinn Rd - Hampton Corners	T05	7'0"	7'1"	7'5"
S Peachtree Pkwy - Village on the Green	T06	7'7"	7'3"	7'6"
Highway 54 - Ethan Allen	T17	8'	8'	8'
Highway 54 - Best Buy	T18	8'	8'	8'
Highway 74 - Kelly Drive	T13	8'0"	8'0"	8'0"
Georgian Park	T25	8'0"	8'0"	8'0"
Highway 54 - McDonalds	T21	8'0"	8'0"	8'0"
Redwine Rd	T01	8'0"	8'0"	8'0"
Blue Smoke Trail	T23	8'0"	8'0"	8'0"
Highway 74 - Ardenlee	T24	8'8"	8'8"	8'8"

State Law relating to Segways

§ 40-1-1. (For effective date, see note.) Definitions

(15.6) "Electric personal assistive mobility device" or "EPAMD" means a self-balancing, two nontandem wheeled device designed to transport only one person and having an electric propulsion system with average power of 750 watts (1 horsepower) and a maximum speed of less than 20 miles per hour on a paved level surface when powered solely by such propulsion system and ridden by an operator who weighs 170 pounds.

§ 40-6-320. Operation on highways and sidewalks; direction of travel

(a) Electric personal assistive mobility devices may be operated on highways and on sidewalks where a 48 inch clear path is maintained for access for persons with disabilities, provided that any person operating such a device shall have the same rights and duties as prescribed for pedestrians in Article 5 of this chapter and except as otherwise provided in this part.

(b) No person shall operate any electric personal assistive mobility device on the roadway of any highway unless:

(1) The maximum speed limit of the roadway is 35 miles per hour or less; or

(2) The roadway has a separately striped bicycle lane and the device is operated within the bicycle lane.

(c) When traveling on any roadway of a highway, a person operating an electric personal assistive mobility device shall travel in the same direction authorized for motor vehicle traffic on such roadway.

§ 40-6-321. Due care to pedestrians

Any person operating an electric personal assistive mobility device on a sidewalk or roadway shall comply with the requirements of this part or any local ordinance regulating the use of such devices pursuant to Code Section 40-6-371 and shall exercise due care to avoid colliding with, and shall yield the right of way to, persons traveling on foot.

§ 40-6-322. Speed of travel restricted

No person shall operate an electric personal assistive mobility device at a speed greater than seven miles per hour when traveling on any sidewalk or 15 miles per hour elsewhere; provided, however, that a county or municipal governing authority or the commissioner of transportation may further restrict the speed of such devices in locations where pedestrian traffic is congested and there is a significant speed differential between pedestrians and operators of such devices.

§ 40-6-323. Parking

(a) An electric personal assistive mobility device may be parked on a sidewalk unless otherwise prohibited or restricted by an official traffic control device or local ordinance; provided, however, that in no case shall an electric personal assistive mobility device be

parked on any sidewalk in such a manner as to prevent the movement of a wheelchair.

(b) An electric personal assistive mobility device shall not be parked on any roadway in such a manner as to prevent the movement of a legally parked motor vehicle.

(c) Except as otherwise provided in this Code section, any person operating an electric personal assistive mobility device shall be subject to the same parking restrictions as provided for motor vehicles under Part 1 of Article 10 of this chapter. All violations of parking restrictions shall be deemed the responsibility of the owner of such device; and, for purposes of parking restrictions, the owner shall be deemed to be in control of the device at the time of a parking violation involving such device, and no evidence of actual control by such owner need be proven as an element of the offense.

§ 40-6-324. Transportation of hazardous materials; medical oxygen excluded

No person shall carry or transport any hazardous materials on an electric personal assistive mobility device. Oxygen carried for personal medical reasons shall not be deemed a hazardous material for purposes of this Code section.

§ 40-6-325. Required equipment; minimum age for operation; exception to age requirement

(a) Any electric personal assistive mobility device, when operated on any highway or sidewalk, shall be equipped with front, rear, and side reflectors which shall be visible from a distance of 300 feet when directly in front of lawful upper beams of headlights on a motor vehicle; a system that when employed will enable the operator to bring the device to a controlled stop; and, if the device is operated between one-half hour after sunset and one-half hour before sunrise, a lamp emitting a white light which, while the device is in motion, illuminates the area in front of the operator for a distance of 300 feet.

(b) No person under the age of 16 years shall operate an electric assistive personal mobility device on any highway; provided, however, that a person under the age of 16 years may operate an electric assistive personal mobility device on any sidewalk if such person is wearing protective headgear which meets or exceeds the impact standards for bicycle helmets required by Code Section 40-6-296.

§ 40-6-326. Operation while intoxicated

Any person who is under the influence of any intoxicating liquor or any drug to a degree which renders him or her a hazard shall not operate any electric personal assistive mobility device on any highway or sidewalk. Violation of this Code section shall be a misdemeanor, punishable upon conviction by a fine not to exceed \$500.00.

§ 40-6-327. Penalty for violations

Any person who violates any provision of this part other than Code Section 40-6-326 shall not be guilty of a criminal offense or a moving traffic violation for purposes of Code Section 40-5-57 but shall be subject to a civil penalty not to exceed \$500.00.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager *Ben M. Mull*
Developmental Services Director *David*

FROM: City Engineer *David A. Boland*

DATE: November 29, 2007

SUBJECT: Concept Plan Approval for Walt Banks and Crosstown Intersections
December 6, 2007 City Council Meeting

Due to concerns raised at the previous Council meeting, the concept approval for these two projects was tabled. The Mayor and Council wanted to meet with the City Engineer and the engineering consultants to go over individual concerns and then asked that this item be placed on the December 6th agenda. The consultant could not meet until later on in December due to other commitments. Once the meetings are completed, this item will be placed on the agenda.

cc: City Engineer's File
Public Services Director

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: November 29, 2007
SUBJECT: Consider Cancellation of December 20, 2007 Regular City Council Meeting
Consent Agenda, December 6, 2007

Recommendation:

Staff recommends Council approve the cancellation of the Regular City Council Meeting scheduled for Thursday, December 20, 2007.

Discussion:

Currently there are no agenda items for the December 20th meeting. A special called meeting is planned for Thursday, December 13th to certify the December 4th City Council Post 2 Run-Off Election results.

Budget Impact:

None

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: November 30, 2007
SUBJECT: Approve December 31 as Employee Holiday
December 6, 2007, City Council Agenda

Recommendation:

That Mayor and Council approve December 31, 2007, as an employee holiday.

Discussion:

January 1st falls on Tuesday in 2008. In the past, when a major holiday, such as July 4th in 2006, fell on a Tuesday, Council has approved the preceding Monday as an employee holiday. It is expected that without a holiday, a large percentage of employees will want to take this day off. Therefore, I am requesting that Council consider granting this extra holiday in recognition of another year of outstanding work by the City employees.

Budget Impact:

Public Safety employees who are scheduled to work that day will earn an additional eight hours of pay or leave. Any other employees called out in an emergency will earn pay or leave for the time they are required to work.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

FROM: Financial Services Director *P.S.*

DATE: November 14, 2007

SUBJECT: Update of Financial Policies

December 6, 2007 City Council Meeting

Recommendation:

Approve revisions to the City's financial policies, per the attached documents.

Discussion:

This is a housekeeping item necessary to update our written financial policies to be consistent with policy decisions made and adhered to through the FY 2008 budget process, and to delete any provisions that are no longer relevant. At this time, staff is not proposing any new changes to the policies. Such changes may be discussed at the upcoming City Council Retreat and/or during the budget workshop meetings. Below is a summary of the proposed revisions:

Budget Policies

- Policy 1: Add Stormwater Utility Fund to funds budgeted.
- Policies 2 & 4: Broaden to include all capital projects funds (SPLOST, etc.).
- Policy 5: Explain requirements of debt service coverage for Stormwater Utility budget.
- Policy 8: Update operating reserve policy to reference 20% level currently in effect; delete reference to non-existent Self Insurance Fund; clarify procedures for review of PIP Contingency and reduce target level from \$300,000 to \$200,000.
- Policy 15: Add reference to annual financial report.

Debt Management Policies

- Policies 2 & 23: Delete reference to city auditors, who are no longer responsible for ongoing disclosure or arbitrage reporting requirements (only City staff).
- Policy 9: Add reference to \$100,000 threshold for any debt financing (equipment, etc.).
- Policy 15: Add reference to Peachtree City Governmental Finance Corporation.

Any other changes shown are cosmetic in nature and do not impact the meaning of the policy.

Budgetary Impact:

N/A

BUDGET POLICIES

Purpose

The City of Peachtree City has enacted the following policies as the basis for the City's routine financial practices associated with preparation, adoption and execution of the City's operating and capital budgets. Their primary objective is to provide a standard of budgetary performance that both staff and Council have endorsed and to provide budgetary decision making with greater continuity, reinforcing the City's core financial values and preserving them for successive staff and Council.

Regular, updated budget policies can be an important tool to insure that City resources are used to meet its commitments, and to provide needed services to the citizens of Peachtree City and to maintain sound financial management practices. These policies are therefore guidelines for general use, and allow for exceptions in extraordinary conditions.

These policies have been approved by the City Manager and Financial Services Division, and have been adopted by the City Council. The Budget Policies of the City will be reviewed annually and can be adjusted at any time by action of the City Council.

OPERATING & CAPITAL BUDGET POLICIES

Budget Scope:

Policy 1. Funds included in the operating budget: The operating budget shall include the following funds:

- General Fund
- Special Revenue Funds
- Capital Projects Funds ~~(Public Improvement Program)~~
- Debt Service Fund
- Stormwater Utility Fund (including stormwater capital projects)

Policy 2. Integration with capital budget: ~~The Public Improvement Program (PIP) budget~~ All capital project budgets will be prepared concurrently with the annual operating budgets for each fund and ~~funding of PIP projects, and their on-going operating expenses, is~~ are to be an integral part of the operating budget.

Policy 3. Baseline and Service Level Funding: In the absence of a fiscal crisis, the City's top program priority is the maintenance of existing service levels in all divisions and departments. To reflect this, the budget process should include the calculation of baseline funding levels for all departments, reflecting current staffing and inflationary increases in supplies and service budgets. This baseline should serve as an agreed upon

point of departure for subsequent budget discussions, such as the impact of adding a new facility or service.

Budgetary Balance:

Policy 4. Adoption: The City shall adopt and operate under an annual balanced budget for the General Fund, the Capital Projects ~~(PIP)~~-Funds, each Special Revenue Fund, and each Debt Service Fund in use by the City. The annual balanced budget shall be adopted by resolution of the City Council prior to the start of each fiscal year.

Policy 5. Balance defined: The budget resolution is balanced when the sum of estimated revenues and appropriated fund balances is equal to appropriations. Appropriations of fund balances shall only be made in compliance with the 'Reserves' section of this policy. There are also additional requirements for budgetary balance that apply to the Stormwater Utility Fund. Per requirements set forth in the Stormwater Bond covenants, the utility must also maintain a bond debt service coverage ratio of at least 1.15, on an annual basis. This means that the annual revenue available for debt service, after payment of all other annual operating expenses, must exceed the amount of the annual debt service by at least fifteen percent (15%).

Policy 6. Capital Projects: The City shall adopt and operate under a project-length balanced budget for each capital projects fund in use by the City. The project-length balanced budget shall be adopted by resolution in the year that the project initially begins, and shall appropriate total expenditures for the duration of the capital project.

Policy 7. Budgeting/Accounting basis: The City will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, accruing future revenues, or rolling over short-term debt.

Budgetary Reserves:

Policy 8. Types and levels of reserves: The City shall strive to maintain the following cash reserve funds at the levels indicated below:

- **Operating Reserves** – the City shall strive to maintain operating reserves equal to ~~thirteen-twenty percent (1320%)~~ of ~~the revenues~~ 'Total Uses of Funds' amount appropriated in the General Fund budget. Such reserves are intended for the following purposes:

Cash Flow – to maintain sufficient cash on hand to satisfy cash flow needs of the City, especially between the start of the fiscal year and such time that property tax revenues are received.

Revenue Stabilization – to provide resources to cover unanticipated revenue shortfalls (sales tax, etc.) due to economic conditions.

Operating Contingencies – to provide resources to pay for expenses that were not originally appropriated in the annual operating budget.

Insurance – to provide funding for unanticipated costs associated with the repair and/or replacement of City property that is unexpectedly damaged or destroyed, and for other liabilities for claims against the City in excess of the amount budgeted for such expenditures in the City's Self Insurance ~~expense accounts recovered through claims filed against individuals or with the City's insurance carriers, or other reimbursements such as State and/or Federal disaster assistance. The City shall designate \$500,000 of the operating cash reserves for Self Insurance purposes, as stated above.~~

- **Capital Project (PIP) Contingency** – to provide funding for unanticipated costs associated with capital projects/equipment in the Public Improvement Program, or for new projects/equipment that were not originally appropriated in the PIP budget. Subject to annual review, the City will strive to maintain PIP Contingency Reserves shall appropriate \$200,000 per year in a PIP Contingency account to serve these purposes. Any excess project funds shall also be transferred into this account upon completion of any project that completes under budget. The City Manager shall review the PIP Contingency Fund balances each year to determine if they will still be needed for projects. If not, they may be transferred back to the General Fund or be used for other lawful purposes, in the amount of \$300,000.
- **Special Considerations** – at the will of Council, any of the reserve amounts described in this policy may be combined and used for any lawful purpose that Council sees fit, provided that a sound financial plan for replenishment of the reserve funds is established prior to any such disbursement.
- **The city will strive to meet the above reserve requirements, and staff and Council will review the requirements annually.**

Budget Responsibility:

Policy 9. Preparation & Submittal – Per City Ordinance, the City Manager has responsibility for the preparation and submittal of the City's annual budget. In this capacity he shall have the authority to standardize budget documentation, to prepare the budget calendar and to review departmental budget requests for accuracy and conformity to budget guidelines. He shall also review all revenue forecasts prepared during the budget process. The Financial Services Division shall assist the City Manager in fulfilling these responsibilities by preparing and submitting a draft budget to the City Manager.

Policy 10. Implementation - The ~~Director of Financial Services~~ Director shall be responsible for overseeing budget implementation. Duties in this phase will include, but are not limited to, preparation and review of interim financial reports, monitoring revenues, reviewing departmental expenditure requests for conformity with the budget, reviewing supplementary appropriation requests and recommending transfers across accounts or departments in conformity with the City's budget implementation policies.

BUDGET IMPLEMENTATION POLICIES

Budget Amendments and Reallocations:

Policy 11. Legal Level of Control - means the lowest level of budgetary detail at which a local ~~government~~government's management or budget officer may not reassign resources without approval of the governing authority. Per Georgia State law, the City's legal level of control shall be, at a minimum, expenditures for each department for each fund for which a budget is required.

Policy 12. Budget Amendments – any increase in appropriation at the legal level of control, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among divisions, shall require the approval of the City Council. Such amendment shall be adopted by resolution.

Carryovers - Financial Services staff shall prepare Aan estimate for each capital project that staff intends to re-appropriate funds for at year-end. shall be included in the proposed budget for the subsequent fiscal year. City staff shall be authorized to carry forward any available appropriations from previous years' approved budgets for any capital projects that are still active based upon *actual* available balances at fiscal year-end, although such amounts may differ from the estimates ~~presented in the proposed budget prepared during the budget process.~~

Policy 13. Reallocations – Transfers of appropriations within any fund below the city's legal level of control shall require only the approval of the ~~Director of Financial Services~~ Director.

Policy 14. Preventing Overspending – The City Manager may impound budgetary authority for spending in situations when total revenues of a fund fail to keep pace with estimated revenues budgeted for that fund.

Policy 15. Reporting – The Finance department shall be responsible for preparing monthly budget status reports that will be made available to the public. They are also responsible for preparing an annual financial report as of fiscal year-end.

REVENUE POLICIES

Policy 16. Review of Fees & Charges – A comprehensive analysis of all City fees and charges will be conducted at least once every three years. At least one public hearing shall be held, prior to adoption of any changes to the fee schedules, to disclose the results of the survey and to discuss staff's recommendations.

Policy 17. Use of One-Time Revenues – One-time revenues shall generally not be used for on-going operating expenses, such as additional personnel or new contracts for goods

or services that will remain in effect after the one-time revenue source has been exhausted. Examples of allowable uses of one-time revenues are purchases of capital assets, start-up costs, early debt retirement and deposit to the operating reserve fund. Use of one-time revenues for other purposes may be considered on a case-by-case basis.

These policies were approved by the City Council on June 21, 2001.

Revised May 16, 2002

Revised September 4, 2003

Revised December 6, 2007

DEBT MANAGEMENT POLICIES

Purpose

The City of Peachtree City has enacted the following policies in an effort to standardize and rationalize the issuance and management of debt. Their primary objective is to establish conditions for the use of debt and to create procedures and policies that minimize the City's debt service and issuance costs, retain the highest practical credit rating, and maintain full and complete financial disclosure and reporting. The policies apply to all general obligation debt issued by the City of Peachtree City, including leases, debt guaranteed by the City, and any other forms of obligation of indebtedness.

Regular, updated debt policies can be an important tool to insure that City resources are used to meet its commitments, and to provide needed services to the citizens of Peachtree City and to maintain sound financial management practices. These policies are therefore guidelines for general use, and allow for exceptions in extraordinary conditions.

These policies have been approved by the City Manager and Financial Services Division, and have been adopted by the City Council. The Debt Management Policies of the City will be reviewed annually and can be adjusted at any time by action of the City Council.

Creditworthiness Objectives

Policy 1. Credit Ratings: The City of Peachtree City seeks to maintain the highest possible credit ratings for all categories of short- and long-term General Obligation debt that can be achieved without compromising delivery of basic City services and achievement of adopted City policy objectives.

Policy 2. Financial Disclosure: The City is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, institutional and individual investors, City departments and agencies, other levels of government, and the general public to share clear, comprehensible, and accurate financial information. The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis.

Official statements accompanying debt issues, Comprehensive Annual Financial Reports, and continuous disclosure statements will meet (at a minimum), the standards articulated by the Municipal Standards Rulemaking Board (MSRB), the Government Accounting Standards Board (GASB), the National Federation of Municipal Analysts, the Securities and Exchange Commission (SEC), and Generally Accepted Accounting Principles (GAAP). The Financial Services Division, ~~along with the independent city audit staff~~ shall be responsible for ongoing disclosure to established national information

repositories and for maintaining compliance with disclosure standards promulgated by state and national regulatory bodies.

Policy 3. Capital Planning: To enhance creditworthiness and prudent financial management, the City of Peachtree City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to systematic capital planning will be demonstrated through annual update and adoption of the City's Five-Year Public Improvement Program (PIP) and Comprehensive Plan. The Comprehensive Plan includes the City's Short Term Work Program (STWP) and Capital Improvements Element (CIE).

Policy 4. Debt Limits: The City will keep outstanding debt within the limits prescribed by State statute and at levels consistent with its creditworthiness objectives.

Purposes and Uses of Debt

Policy 5. Capital Financing: The City normally will rely on internally generated funds and/or grants and contributions from other governments to finance its capital needs. Debt will be issued for a capital project when it is an appropriate means to achieve a fair allocation of costs between current and future beneficiaries or in the case of an emergency. Debt shall not, in general, be used for projects solely because insufficient funds were budgeted at the time of acquisition or construction.

Policy 6. Asset Life: The City will consider long-term financing for the acquisition, maintenance, replacement, or expansion of physical assets (including land) only if they have a useful life of at least five years. Debt will be used only to finance capital projects and equipment, except in case of emergency. City debt will only be issued for periods less than or equal to the useful life or average useful lives of the project or projects to be financed.

Policy 7. Debt Guarantees: The City may consider, on case -by-case basis, the use of its debt capacity for legally allowable capital projects by authorities or other special purpose units of government.

Debt Standards and Structure

Policy 8. Length of Debt: Debt will be structured for the shortest period consistent with a fair allocation of costs to current and future beneficiaries or users.

Policy 9. Debt Structure: Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency of the capital project, and the nature and type of security provided. Moreover, to the extent possible, the City will design the repayment of its overall debt so as to recapture rapidly its credit capacity for future use.

Whenever possible and/or feasible, the City will seek to structure debt service schedules with level principal and interest costs-over the life of the debt.

———**a.) Capital equipment financing threshold** – the City shall strive to pay cash for all equipment purchases less than \$100K. Exceptions to this debt threshold may be made at Council's discretion. An example of such exceptions is vehicle fleet replacement, when it is necessary to replace numerous vehicles at once but each vehicle is less than \$100K. Other exceptions may be made if it is determined that the cash purchase will place undesirable stress upon the city's operating budget.

Policy 10. Variable Rate Debt: The City may choose to issue securities that pay a rate of interest that varies according to pre-determined formula or results from a periodic remarketing of the securities, consistent with state law and covenants of pre-existing bonds, and depending on market conditions.

Policy 11. Second Lien Debt: The City shall issue second lien debt only if it is financially beneficial to the City or consistent with creditworthiness objectives.

Policy 12. Refundings: Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding or the refunding is essential in order to modernize covenants essential to operations and management.

In general, advance refundings for economic savings will be undertaken when a net present value savings of at least five percent (5%) of the refunded debt can be achieved. Current refundings that produce a net present value savings of less than five percent will be considered on a case-by-case basis. Refundings with negative savings will not be considered unless there is a compelling public policy objective.

Policy 13. BANs/TANs: Use of short-term borrowing, such as Bond Anticipation Notes (BANs) or Tax Anticipation Notes (TANs), will be undertaken only if the transaction costs plus interest of the debt are less than the cost of internal financing, or available cash is insufficient to meet working capital requirements.

Policy 14. Credit Enhancements: Credit enhancement (letters of credit, bond insurance, etc.) may be used, but only in cases where the net debt service payments on the bonds will be reduced by more than the costs of the enhancement.

Policy 15. Other Debt: The Finance Department shall maintain a special facility that will allow for borrowing on short notice for small amounts not economical to finance through regular full bond sales. This facility could also be used as an interim financing mechanism when cost effective. Examples of such debt facilities are the Peachtree City Government Finance Corporation and the Georgia Municipal Association's Bricks & Mortar and Master Lease Agreement programs.

Debt Administration and Process

The following policies apply to all City debt issuance, including all General Obligation and Revenue bonds, except where specifically noted.

Policy 16. Investment of Bond Proceeds: All general obligation and revenue bond proceeds shall be invested consistent with existing state law and the City's investment policies.

Policy 17. Costs and Fees: Bond proceeds should include sufficient funds to cover all costs and fees related to issuance of the bonds.

Policy 18. Competitive Sale: If feasible, City debt will be issued through a competitive bidding process. Bids will be awarded on a true interest cost basis (TIC), providing other bidding requirements are satisfied. In such instances where the City in a competitive bidding deems the bids received unsatisfactory, it may, at the election of the City Council, enter into negotiation for sale of the securities.

Policy 19. Negotiated Sale: Negotiated sales of debt will be considered in circumstances when the complexity of the issue requires specialized expertise, when a change of underwriter may result in losses, when the negotiated sale would result in substantial savings in time or money, or when market conditions or City credit are unusually volatile or uncertain.

Policy 20. Underwriters: For all negotiated sales, underwriters will be required to demonstrate sufficient capitalization and experience related to the debt issuance and a strong ability to market the bonds. Underwriters in a negotiated sale are to be held accountable, after the sale of bonds is complete, by demonstrating to City staff and Council how they achieved the most favorable interest rate possible, for the city, given market conditions at the time the bonds were marketed.

Policy 21. Bond Counsel: The City will retain external bond counsel for all debt issues. All debt issued by the City will include a written opinion by bond counsel affirming that the City is authorized to issue the debt, stating that the City has met all state constitutional and statutory requirements necessary for issuance, and determining the debt's federal income tax status. Bond Counsel will be required to have comprehensive municipal debt experience.

Policy 22. Compensation for Services: Compensation for bond counsel, underwriter's counsel, financial advisors, and other financial services will be as low as possible, given desired qualification levels, and consistent with industry standards.

Policy 23. Arbitrage Compliance: The Financial Services Division, ~~along with the independent city audit staff~~ shall be responsible for maintaining a system of record

keeping and reporting to meet the arbitrage rebate compliance requirements of federal tax code.

These policies were approved by the City Council on June 21, 2001.
Revised December 6, 2007

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Domini Miller*
Financial Services Director *D.S.*

FROM: City Planner/ Zoning Administrator *David*

DATE: November 28, 2007

SUBJECT: Approval of Development Agreement between Dominion Senior Living of Peachtree City, LLC and the City of Peachtree City
December 6, 2007 City Council agenda

Recommendation:

Staff recommends that Council approve the Development Agreement with Dominion Senior Living of Peachtree City, LLC (Attachment "A") and authorize the Mayor to sign the Development Agreement on behalf of the City of Peachtree City.

Discussion:

The rezoning request submitted by Dominion Partners, LLC for the Somerby at Peachtree City senior living facility was approved by City Council on October 18, 2007. At that meeting, the developer committed to various items that were not included within the actual zoning ordinance.

In an effort to legally record these commitments, Staff prepared a detailed Development Agreement between Dominion Senior Living of Peachtree City, LLC and the City of Peachtree City. The commitments made at the October 18 meeting have been included within this document, which will supplement the LUC-20 zoning ordinance adopted at that meeting.

This document has been reviewed by Staff, the City Attorney, the Applicant and their Legal Counsel. Once the document is approved by Council and signed by the Mayor, it will be recorded and filed with the Deed Records of the Clerk of the Superior Court of Fayette County, Georgia.

Budget Impact:

Monetary contributions identified within this document will be incorporated into future Public Improvement Program budgets and used to offset costs for specific projects.

Attachments

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 Dominion Senior Living of Peachtree City, 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 proposed rezoning request, which was modified by the City and ultimately approved by the City Council on October 18, 2007; and,

Whereas, it is the intent of this Agreement to finalize the terms of rezoning and all conditions to which the parties have agreed.

Now Therefore, in exchange of the mutual promises and considerations contained herein and for other good and valuable consideration, the parties agree the rezoning known as LUC-20 is approved and said approval is conditioned further as follows:

1. The Developer agrees that the requirements and conditions specified in the LUC-20 zoning ordinance attached hereto as Exhibit "B" shall remain in effect unless specifically amended or revoked by subsequent actions of the City Council in accordance with the established procedure for zoning amendments.
2. The Developer agrees that the LUC-20 zoning ordinance attached hereto is binding on any of 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.

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 and the terms of the LUC-20 zoning ordinance attached hereto.

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. 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 specific LUC-20 zoning ordinance, and then, if necessary, to the rules, regulations and ordinances of the City. In the event of a conflict between the provisions of this ordinance and the regulations of the LUC-20 zoning ordinance, the most restrictive regulation shall apply.
7. The Developer shall donate to the City no less than fifty (50) acres of land as restricted greenbelt to be held by the city as natural greenbelt with walking/ jogging/ multi-use paths and related pavilions. This property shall be deeded to the city upon receipt of the Building Permit for the first phase of construction.
8. The Developer shall donate \$25,000 to the city for improvements (paths, pavilions, etc.) to the dedicated greenbelt land referenced in Paragraph Seven (7) above. These funds shall be donated upon receipt of the Building Permit for the first phase of construction.
9. The Developer shall donate \$75,000 in cash and secure as many in-kind donations of labor and materials from their contractors for

the construction of a combination restroom/ equipment storage/ concession building at Meade Field. These funds shall be donated upon receipt of the Building Permit for the first phase of construction.

10. The Developer shall donate a restricted ten (10) foot natural buffer along the southern boundary of the 6.329-acre tract that will clear up an existing roadway encroachment by the City. The Developer shall also maintain an additional forty (40) foot buffer on the 6.329-acre tract adjoining the ten (10) foot strip to provide a fifty (50) foot buffer between the development on this tract and the Meade Field property.
11. The Developer shall not gate the 6.329-acre tract of land. It is understood the 17.431-acre tract will have two gated entrances/ exits. One gated entrance/ exit will be located at the primary access from Rockaway Road and the other gated entrance/ exit will be located at the secondary ingress/ egress access from the commercial development, which will remain closed at all times and will only be accessible by residents and emergency personnel.
12. The Developer shall grant a "Right of First Offer" to the City for the 6.329-acre tract prior to any development or sale of this property. In the event that the 6.329-acre tract is sold to the City, the Developer shall not be permitted to transfer any units proposed for such tract in the LUC-20 zoning district to the other parcel in said district.
13. The Developer shall design and construct a multi-use tunnel underneath Rockaway Road at a location to be determined by the City. The funding provided by the Developer shall not exceed \$200,000. Said tunnel will be constructed at the same time the Rockaway Road realignment construction project is conducted.
14. There shall be no more than 310 units within the overall development; provided, however, that there shall be no more than 280 units within the overall development in the event that the City acquires the 6.329-acre tract referenced in Paragraph Twelve (12) above. The schematic site plan submitted as a part of the rezoning request is illustrative only.

The Applicant shall prepare a detailed conceptual site plan, which must be approved by the Planning Commission as a part of the established review and approval process. It is understood the general layout of the buildings, parking and internal circulation may change once final engineering documents are prepared.

15. The Applicant shall coordinate with the Fayette County Water Department and the Peachtree City Fire Department to ensure appropriately sized water lines are constructed as a part of this development.
16. The Applicant shall coordinate with the Peachtree City Building, Fire and Police Departments to ensure their understanding of the proposed development, internal circulation routes, emergency response, building design and life safety issues.
17. Existing vegetation within all tree save and landscape buffers shall be preserved to the greatest extent practicable prior to, during and following construction activities.
18. The exterior building materials and color selection of all buildings shall be similar to those identified within the Architectural Guidelines adopted for the Wilshire Pavilion retail development. Additionally, each building shall follow the city's design guidelines ordinance.
19. The maintenance of all internal parks, landscaped areas and signage shall be the sole responsibility of the Developer and/ or the Homeowner's Association.
20. A subdivision plat for the 99.155-acre portion of the Stephens tract, which identifies tract 3 (17.431 acres), Tract 3A (44.544 acres), tract 4 (6.329 acres) and tract 4A (30.851 acres) must be submitted to City Staff for review and approval prior to recording this document with the Clerk of the Superior Court of Fayette County, Georgia. The plat must be recorded prior to approval of the final site plan for the development.
21. A statement addressing the proximity of the development to the Peachtree City - Falcon Field Airport shall be developed with the involvement of City Staff, the City Attorney, the Peachtree City Airport Authority, and the Developer. This statement shall appear on the final plat and in the Covenants and Deed Restrictions for the overall development.
22. A statement addressing the proximity of the development to the Meade Field recreation complex shall be developed with the involvement of City Staff, the City Attorney, the Peachtree City Recreation Commission, and the Developer. This statement shall appear on the final plat and in the Covenants and Deed Restrictions for the overall development.

23. The Developer shall pay impact fees for each residential unit within the development as identified within the city's Impact Fee Ordinance. These fees shall be due prior to approval of the final site plan.
24. The Land Use designation of this portion of the Stephens tract shall be changed to MF Multi-family.
25. 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 within the LUC-20 Ordinance attached hereto.
26. 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.
27. 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.
28. 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.
29. BINDING EFFECT. This Agreement shall be binding upon the undersigned, their heirs, administrators, executors, successors, and assigns.
30. 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. John Gorecki
Dominion Partners, LLC
2700 Corporate Drive, Suite 125
Birmingham, AL 35242

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and affixed their seals this _____ day of _____, 2007.

CITY OF PEACHTREE CITY, GEORGIA

ATTEST:

_____ By: _____

City Clerk

(SEAL)

DOMINION SENIOR LIVING OF PEACHTREE CITY, LLC (Developer)

ATTEST:

_____ By: _____

Secretary

(SEAL)

Title: _____

Legal Description for Tracts 3 and 4

These tracts are illustrated on the Boundary and Topography Survey prepared for Dominion Senior Living of Peachtree City, LLC and its Lender, Wachovia Bank, N.A., Lawyers Title Insurance Corporation, and Buckhead Title and Abstract Company, Inc., prepared by W.D. Gray and Associates, Inc. (dated November 13, 2007), a copy of which is attached hereto and incorporated herein by express reference.

Tract 3 (17.341-acres)

All that tract or parcel of land lying and being in Land Lots 29 and 30 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

To find the **TRUE POINT OF BEGINNING**, commence at an axle at the common corner on Land Lots 29, 30, 32 and 33; THENCE along the south line of Land Lot 29 South 89 degrees 13 minutes 19 seconds East a distance of 659.69 feet to a point; THENCE leaving said land lot line North 00 degrees 36 minutes 14 seconds East a distance of 339.46 feet to a point; THENCE North 85 degrees 30 minutes 07 seconds East a distance of 154.03 feet to a point on the flood plain contour (elevation 752) and the **TRUE POINT OF BEGINNING**; THENCE leaving said flood plain contour North 85 degrees 30 minutes 07 seconds East a distance of 644.27 feet to a ½" rebar; THENCE South 04 degrees 29 minutes 53 seconds East a distance of 285.72 feet to a ½" rebar; THENCE North 85 degrees 30 minutes 07 seconds East a distance of 459.19 feet to a point on a curve; THENCE along a curve to the right having a radius of 985.00 feet, a delta of 32 degrees 37 minutes 36 seconds, an arc length of 560.90 feet, and a chord which bears South 20 degrees 41 minutes 46 seconds West having a chord distance of 553.36 feet to a point on a line; THENCE South 30 degrees 30 minutes 26 seconds West a distance of 97.71 feet to a concrete right-of-way monument on the northwesterly right-of-way of Rockaway Road (right-of-way varies); THENCE along said right-of-way South 37 degrees 26 minutes 02 seconds West a distance of 211.71 feet to a point on the flood plain contour (elevation 752); THENCE leaving the right-of-way of Rockaway Road and following said flood plain contour the following courses and distances: South 85 degrees 59 minutes 59 seconds West a distance of 17.65 feet to a point; THENCE South 81 degrees 54 minutes 54 seconds West a distance of 78.60 feet to a point; THENCE South 68 degrees 06 minutes 19 seconds West a distance of 47.17 feet to a point; THENCE South 81 degrees 01 minutes 56 seconds West a distance of 40.93 feet to a point; THENCE South 89 degrees 06 minutes 13 seconds West a distance of 40.07 feet to a point; THENCE South 86 degrees 23 minutes 29 seconds West a distance of 8.80 feet to a point; THENCE South 45 degrees 45 minutes 18 seconds West a distance of 44.43 feet to a point; THENCE North 55 degrees 48 minutes 11 seconds West a distance of 47.80 feet to a point; THENCE North 36 degrees 27 minutes 31 seconds West a distance of 38.56 feet to a point; THENCE North 37 degrees 00 minutes 25 seconds West a distance of 45.27 feet to a point; THENCE North 15 degrees 03 minutes 08 seconds West a distance of 48.73 feet to a point; THENCE North 12 degrees 08 minutes 56 seconds West a distance of 26.32 feet to a point; THENCE North 85 degrees 41 minutes 24 seconds East a distance of 45.50 feet to a point; THENCE North 19 degrees 11 minutes 12 seconds East a distance of 15.32 feet to a point; THENCE North 73 degrees 17 minutes 39 seconds West a distance of 44.81 feet to a point; THENCE North 74 degrees 45 minutes 56 seconds West a distance of 46.58 feet to a point; THENCE North 79 degrees 29 minutes 36 seconds West a distance of 17.86 feet to a point; THENCE North 81 degrees 29 minutes 27 seconds West a distance of 31.58 feet to a point; THENCE North 85 degrees 01 minutes 36 seconds West a distance of 29.08 feet to a point; THENCE North 09 degrees 00 minutes 06 seconds West a distance of 33.17 feet to a point; THENCE North 04 degrees 26 minutes 53 seconds West a distance of 59.07 feet to a point; THENCE North 10 degrees 08 minutes 05 seconds West a distance of 51.45 feet to a point; THENCE South 79 degrees 20 minutes 04 seconds West a distance of 14.28 feet to a point; THENCE South 04

degrees 40 minutes 21 seconds West a distance of 29.32 feet to a point; THENCE South 66 degrees 23 minutes 52 seconds West a distance of 21.90 feet to a point; THENCE North 43 degrees 34 minutes 17 seconds West a distance of 29.38 feet to a point; THENCE North 41 degrees 56 minutes 01 seconds West a distance of 36.04 feet to a point; THENCE North 26 degrees 58 minutes 55 seconds West a distance of 29.41 feet to a point; THENCE North 19 degrees 08 minutes 04 seconds West a distance of 26.70 feet to a point; THENCE North 01 degrees 13 minutes 33 seconds East a distance of 29.21 feet to a point; THENCE North 02 degrees 13 minutes 32 seconds West a distance of 28.25 feet to a point; THENCE North 45 degrees 45 minutes 48 seconds West a distance of 38.16 feet to a point; THENCE North 42 degrees 25 minutes 19 seconds West a distance of 30.78 feet to a point; THENCE North 04 degrees 23 minutes 01 seconds West a distance of 30.82 feet to a point; THENCE North 07 degrees 06 minutes 17 seconds East a distance of 48.00 feet to a point; THENCE North 03 degrees 14 minutes 53 seconds West a distance of 58.66 feet to a point; THENCE North 20 degrees 50 minutes 55 seconds West a distance of 30.49 feet to a point; THENCE North 19 degrees 08 minutes 04 seconds West a distance of 28.80 feet to a point; THENCE North 13 degrees 07 minutes 01 seconds West a distance of 18.38 feet to a point; THENCE North 08 degrees 19 minutes 23 seconds East a distance of 28.01 feet to a point; THENCE North 32 degrees 33 minutes 18 seconds West a distance of 21.07 feet to a point; THENCE North 11 degrees 21 minutes 04 seconds West a distance of 36.93 feet to a point; THENCE North 34 degrees 04 minutes 20 seconds West a distance of 42.02 feet to a point; THENCE North 26 degrees 09 minutes 05 seconds West a distance of 46.32 feet to a point; THENCE North 26 degrees 59 minutes 22 seconds East a distance of 16.88 feet to a point; THENCE North 03 degrees 01 minutes 21 seconds West a distance of 17.84 feet to a point; THENCE North 86 degrees 47 minutes 33 seconds West a distance of 24.32 feet to a point; THENCE North 11 degrees 02 minutes 15 seconds East a distance of 49.49 feet to a point; THENCE North 01 degrees 18 minutes 50 seconds West a distance of 38.00 feet to a point; THENCE North 09 degrees 33 minutes 35 seconds West a distance of 19.30 feet to a point which is the **TRUE POINT OF BEGINNING**, and containing 17.431 acre(s) of land, more or less.

Tract 4 (6.329-acres)

All that tract or parcel of land lying and being in Land Lots 29 and 30 of the 6th District of Fayette County, Georgia being more particularly described as follows:

To find the **TRUE POINT OF BEGINNING**, commence at a point at the intersection of the southerly right-of-way of State Route No. 74 (100' right-of-way) and the easterly right-of-way of Rockaway Road (right-of-way varies); THENCE along the easterly right-of-way of Rockaway Road South 01 degrees 15 minutes 08 seconds West a distance of 68.91 feet to a point; THENCE along the northwesterly right-of-way of Rockaway Road the following courses and distances: South 35 degrees 51 minutes 08 seconds West a distance of 841.25 feet to a point;; THENCE crossing the right-of-way of Rockaway Road South 00 degrees 43 minutes 01 seconds West a distance of 138.49 feet to a point on the southeasterly right-of-way of Rockaway Road and the **TRUE POINT OF BEGINNING**; THENCE leaving the right-of-way of Rockaway Road South 00 degrees 37 minutes 53 seconds West a distance of 1,142.51 feet to a point on the floodplain contour (elevation 751); THENCE along said floodplain contour the following courses and distances: North 39 degrees 03 minutes 45 seconds West a distance of 5.41 feet to a point; THENCE North 52 degrees 00 minutes 19 seconds West a distance of 35.38 feet to a point; THENCE North 19 degrees 11 minutes 24 seconds West a distance of 36.00 feet to a point; THENCE South 20 degrees 33 minutes 35 seconds West a distance of 28.94 feet to a point; THENCE North 60 degrees 59 minutes 12 seconds West a distance of 20.67 feet to a point; THENCE North 25 degrees 59 minutes 45 seconds West a distance of 29.66 feet to a point; THENCE South 87 degrees 48 minutes 02 seconds West a distance of 30.73 feet to a point; THENCE North 60 degrees 17 minutes 54 seconds West a distance of 46.32 feet to a point; THENCE North 02 degrees 46 minutes 51 seconds East a distance of 20.72 feet to a point; THENCE North 26 degrees 23 minutes 06 seconds East a distance of 24.18 feet to a point;

THENCE North 04 degrees 15 minutes 51 seconds West a distance of 23.79 feet to a point;
THENCE North 19 degrees 28 minutes 14 seconds West a distance of 37.97 feet to a point;
THENCE North 26 degrees 11 minutes 10 seconds West a distance of 39.18 feet to a point;
THENCE North 26 degrees 58 minutes 39 seconds West a distance of 33.76 feet to a point;
THENCE North 43 degrees 40 minutes 10 seconds West a distance of 25.46 feet to a point;
THENCE North 59 degrees 45 minutes 48 seconds West a distance of 27.42 feet to a point;
THENCE North 53 degrees 18 minutes 21 seconds East a distance of 21.13 feet to a point;
THENCE North 76 degrees 14 minutes 32 seconds West a distance of 83.55 feet to a point;
THENCE North 63 degrees 55 minutes 16 seconds West a distance of 25.88 feet to a point;
THENCE North 49 degrees 17 minutes 01 seconds West a distance of 39.42 feet to a point;
THENCE South 67 degrees 05 minutes 08 seconds West a distance of 30.37 feet to a point;
THENCE North 52 degrees 10 minutes 45 seconds West a distance of 27.53 feet to a point;
THENCE North 64 degrees 06 minutes 34 seconds West a distance of 67.38 feet to a point;
THENCE North 77 degrees 48 minutes 02 seconds West a distance of 43.57 feet to a point on the southeasterly right-of-way of Rockaway Road; THENCE along said right-of-way the following courses and distances: North 37 degrees 26 minutes 02 seconds East a distance of 160.42 feet to a point; THENCE North 52 degrees 33 minutes 58 seconds West a distance of 35.00 feet to a point; THENCE North 37 degrees 14 minutes 32 seconds East a distance of 364.62 feet to a point on a curve; THENCE along a curve to the left having a radius of 31,722.26 feet, a delta of 00 degrees 40 minutes 33 seconds, an arc length of 374.24 feet, and a chord which bears North 36 degrees 49 minutes 41 seconds East having a chord distance of 374.23 feet to a point which is the **TRUE POINT OF BEGINNING**, and containing 6.329 acre(s) of land, more or less.

**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING ORDINANCE
TO REZONE A 17.431-ACRE AND A 6.329-ACRE TRACT OF LAND,
BOTH OF WHICH ARE A PART OF AN OVERALL 123.871-ACRE
TRACT OF LAND KNOWN AS THE STEPHENS TRACT FOR A
CAMPUS STYLE SENIOR RESIDENTIAL COMMUNITY,
AND FOR OTHER PURPOSES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that a 17.431-acre and a 6.329-acre tract of land within an overall 123.871-acre parcel known to us as the Stephens tract be rezoned from its current designation of GI General Industrial to LUC-20 Limited-use Commercial by amending Section 1016A Specific limited-use residential areas and adding Section 1016A.20 as follows:

(Section 1016A.20) Limited-use commercial district no. 20

- (a) Two tracts of land as described below shall be rezoned from their present classification of GI General Industrial to LUC-20 Limited-use commercial, subject to the conditions set forth herein. In the event of a conflict between the provisions of this ordinance and the regulations of the LUC Zoning District, the most restrictive regulation shall apply.

Tract 3 (17.341-acres)

All that tract or parcel of land lying and being in Land Lots 29 and 30 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

To find the **TRUE POINT OF BEGINNING**, commence at an axle at the common corner on Land Lots 29, 30, 32 and 33; THENCE along the south line of Land Lot 29 South 89 degrees 13 minutes 19 seconds East a distance of 659.69 feet to a point; THENCE leaving said land lot line North 00 degrees 36 minutes 14 seconds East a distance of 339.46 feet to a point; THENCE North 85 degrees 30 minutes 07 seconds East a distance of 154.03 feet to a point on the flood plain contour (elevation 752) and the **TRUE POINT OF BEGINNING**; THENCE leaving said flood plain contour North 85 degrees 30 minutes 07 seconds East a distance of 644.27 feet to a ½" rebar; THENCE South 04 degrees 29 minutes 53 seconds East a distance of 285.72 feet to a ½" rebar; THENCE North 85 degrees 30 minutes 07 seconds East a distance of 459.19 feet to a point on a curve; THENCE along a curve to the right having a radius of 985.00 feet, a delta of 32 degrees 37 minutes 36 seconds, an arc length of 560.90 feet, and a chord which bears South 20 degrees 41 minutes 46 seconds West having a chord distance of 553.36 feet to a point on a line; THENCE South 30 degrees 30 minutes 26 seconds West a distance of

97.71 feet to a concrete right-of-way monument on the northwesterly right-of-way of Rockaway Road (right-of-way varies); THENCE along said right-of-way South 37 degrees 26 minutes 02 seconds West a distance of 211.71 feet to a point on the flood plain contour (elevation 752); THENCE leaving the right-of-way of Rockaway Road and following said flood plain contour the following courses and distances: South 85 degrees 59 minutes 59 seconds West a distance of 17.65 feet to a point; THENCE South 81 degrees 54 minutes 54 seconds West a distance of 78.60 feet to a point; THENCE South 68 degrees 06 minutes 19 seconds West a distance of 47.17 feet to a point; THENCE South 81 degrees 01 minutes 56 seconds West a distance of 40.93 feet to a point; THENCE South 89 degrees 06 minutes 13 seconds West a distance of 40.07 feet to a point; THENCE South 86 degrees 23 minutes 29 seconds West a distance of 8.80 feet to a point; THENCE South 45 degrees 45 minutes 18 seconds West a distance of 44.43 feet to a point; THENCE North 55 degrees 48 minutes 11 seconds West a distance of 47.80 feet to a point; THENCE North 36 degrees 27 minutes 31 seconds West a distance of 38.56 feet to a point; THENCE North 37 degrees 00 minutes 25 seconds West a distance of 45.27 feet to a point; THENCE North 15 degrees 03 minutes 08 seconds West a distance of 48.73 feet to a point; THENCE North 12 degrees 08 minutes 56 seconds West a distance of 26.32 feet to a point; THENCE North 85 degrees 41 minutes 24 seconds East a distance of 45.50 feet to a point; THENCE North 19 degrees 11 minutes 12 seconds East a distance of 15.32 feet to a point; THENCE North 73 degrees 17 minutes 39 seconds West a distance of 44.81 feet to a point; THENCE North 74 degrees 45 minutes 56 seconds West a distance of 46.58 feet to a point; THENCE North 79 degrees 29 minutes 36 seconds West a distance of 17.86 feet to a point; THENCE North 81 degrees 29 minutes 27 seconds West a distance of 31.58 feet to a point; THENCE North 85 degrees 01 minutes 36 seconds West a distance of 29.08 feet to a point; THENCE North 09 degrees 00 minutes 06 seconds West a distance of 33.17 feet to a point; THENCE North 04 degrees 26 minutes 53 seconds West a distance of 59.07 feet to a point; THENCE North 10 degrees 08 minutes 05 seconds West a distance of 51.45 feet to a point; THENCE South 79 degrees 20 minutes 04 seconds West a distance of 14.28 feet to a point; THENCE South 04 degrees 40 minutes 21 seconds West a distance of 29.32 feet to a point; THENCE South 66 degrees 23 minutes 52 seconds West a distance of 21.90 feet to a point; THENCE North 43 degrees 34 minutes 17 seconds West a distance of 29.38 feet to a point; THENCE North 41 degrees 56 minutes 01 seconds West a distance of 36.04 feet to a point; THENCE North 26 degrees 58 minutes 55 seconds West a distance of 29.41 feet to a point; THENCE North 19 degrees 08 minutes 04 seconds West a distance of 26.70 feet to a point; THENCE North 01 degrees 13 minutes 33 seconds East a distance of 29.21 feet to a point; THENCE North 02 degrees 13 minutes 32 seconds West a distance of 28.25 feet to a point; THENCE North 45 degrees 45 minutes 48 seconds West a distance of 38.16 feet to a point; THENCE North 42 degrees 25 minutes 19 seconds West a distance of 30.78 feet to a point; THENCE North 04 degrees 23 minutes 01 seconds West a distance of 30.82 feet to a point; THENCE North 07 degrees 06 minutes 17 seconds East a distance of 48.00 feet to a point; THENCE North 03 degrees 14 minutes 53 seconds West a distance of 58.66 feet to a point; THENCE North 20 degrees 50 minutes 55 seconds West a distance of 30.49 feet to a point; THENCE North 19 degrees 08 minutes 04 seconds West a distance of 28.80 feet to a point; THENCE North 13 degrees 07 minutes 01 seconds West a distance of 18.38 feet to a point; THENCE North 08 degrees 19 minutes 23 seconds East a distance of 28.01 feet to a point; THENCE North 32 degrees 33 minutes 18 seconds West a distance of 21.07 feet to a point; THENCE North 11 degrees 21 minutes 04 seconds West a distance of 36.93 feet to a point; THENCE North 34 degrees 04 minutes 20 seconds West a distance of 42.02 feet to a point; THENCE North 26 degrees 09 minutes 05 seconds West a distance of 46.32 feet to a point; THENCE North 26 degrees 59 minutes 22 seconds East a distance of 16.88 feet to a point; THENCE North 03 degrees 01 minutes 21 seconds West a distance of 17.84 feet to a point; THENCE North 86 degrees 47 minutes 33 seconds West a distance of 24.32 feet to a point; THENCE North 11 degrees 02 minutes 15 seconds East a distance of 49.49

feet to a point; THENCE North 01 degrees 18 minutes 50 seconds West a distance of 38.00 feet to a point; THENCE North 09 degrees 33 minutes 35 seconds West a distance of 19.30 feet to a point which is the **TRUE POINT OF BEGINNING**, and containing 17.431 acre(s) of land, more or less.

Tract 4 (6.329-acres)

All that tract or parcel of land lying and being in Land Lots 29 and 30 of the 6th District of Fayette County, Georgia being more particularly described as follows:

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chord which bears North 36 degrees 49 minutes 41 seconds East having a chord distance of 374.23 feet to a point which is the **TRUE POINT OF BEGINNING**, and containing 6.329 acre(s) of land, more or less.

- (b) These tracts are illustrated on the Boundary and Topography Survey prepared for Dominion Senior Living of Peachtree City, LLC and its Lender, Wachovia Bank, N.A., Lawyers Title Insurance Corporation, and Buckhead Title and Abstract Company, Inc., prepared by W.D. Gray and Associates, Inc. (dated November 13, 2007), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.

It is intended that the LUC-20 zoning district be established specifically for a 310-unit campus-style senior residential community to be developed substantially in accordance with the conditions set forth in this ordinance.

- (c) Development shall take place substantially in conformance with the schematic master plan prepared by Eberly & Associates, Inc. "Somerby of Peachtree City" dated October 18, 2007. It is understood the layout of individual buildings, internal circulation, parking areas and stormwater detention areas may change once detailed site and grading plans are prepared; however, any increase in the total number of residential units or any of the conditions and requirements of this section shall require a new rezoning action.

(Section 1016A.20.1) Permitted uses.

1. No more than 310 total dwelling units, all of which shall be age-restricted as defined herein, shall be permitted within the overall development, with the total number of units not to exceed:
 - (a) 42 condominiums, not to exceed 3 living levels above garages (4 stories total) on the 17.431-acre tract.
 - (b) 30 condominiums, not to exceed 3 living levels above garages (4 stories total) on the 6.329-acre tract.
 - (c) 150 apartments, not to exceed 4 stories in height.
 - (d) 16 duplex and/ or four-plex villas, not to exceed 1 ½ stories in height.
 - (e) 48 age-restricted assisted living residences, not to exceed 2 stories in height.
 - (f) 24 memory-care residences, not to exceed 2 stories in height.
2. Ancillary uses, such as, but not limited to, a beauty salon, barber shop, branch bank, gift shop, or dining facility located wholly within

the independent living facility.

3. Publicly owned building, facility or land.
4. Building, facility or land for the distribution of utility services.
5. Building, facility or land for non-commercial park, recreation or open space purposes solely for the use of the occupants, staff, and guests of the development.
6. Customary home occupations (see Section 907).
7. Accessory uses, as identified in Section 908.

(Section 1016A.20.2) Conditional uses.

No conditional uses shall be permitted within this zoning district.

(Section 1016A.20.3) Other requirements.

1. Minimum floor area per dwelling unit:
Condominium or villa units: 1,500 SF
Apartment, assisted living and memory care units: 300 SF
2. Minimum zoning lot area.
As described herein and shown on the schematic site plan approved as a part of the rezoning.
3. Maximum number of dwelling units.
A total of 310 residential units as described herein.
4. Minimum lot width.
As described herein and shown on the schematic site plan approved as a part of the rezoning.
5. Minimum front building setback for villas and condominiums.
15' from the back of curb of the internal road; provided that at least two paved parking spaces are provided for each villa or condominium and at least one of those spaces is located within a fully enclosed garage, and no part of the garage shall be within 20' of the back of curb of the internal road.
6. Minimum side setbacks.

0'; provided that the building layout and separation is in accordance with current building and life safety codes and approved by the City's Building Official and the Fire Marshal.

7. Minimum rear setbacks. 20'.

8. Maximum building height.

As approved by the City's Building Official and Fire Marshal.

9. Parking.

As set forth within the city's Parking Ordinance. Dumpsters, loading and service areas shall not be located within any building setbacks and shall be properly screened from view in accordance with city ordinances.

10. Signs.

As set forth within the city's Sign Ordinance.

11. Tree save and landscape buffers.

No less than a 50' tree save and landscape buffer shall be provided adjacent to Rockaway Road. This buffer shall be measured from the future right-of-way of Rockaway Road.

No less than a 25' tree save and landscape buffer shall be provided along the northern property boundary, as measured from the property line.

12. Internal buffers and tree save areas.

Tree save areas shall be delineated with tree save fencing and approved by the City Landscape Architect prior to any land disturbance activities. These areas shall be maintained with natural vegetation and/or enhanced with berms, fencing and landscaping. No vegetation shall be removed from these areas without prior city approval.

13. Curb cuts.

The overall development shall be limited to no more than one full-turning intersection on Rockaway Road. The entrances into the development on either side of Rockaway Road shall align with each other and be designed with appropriate turn lanes.

14. Interparcel access.

At least one restricted access driveway connection shall be provided to the 21.12-acre commercial parcel to the north.

15. Architectural concept.

In addition to compliance with the city's Design Guidelines ordinance, the architectural design, color selection and exterior building materials for all buildings shall comply with the Architectural Guidelines established for the Wilshire Pavilion retail development. All sides of each building must include architectural detailing and similar building materials.

Each building with a side elevation facing an internal street shall include architectural detailing on the side elevation to avoid creating a blank wall facing the street.

16. Site lighting.

A complete site lighting plan, including all lighting proposed on the exterior of each building, shall be developed and submitted to the City Planner for review and approval prior to installation. All lighting shall comply with the city's Lighting Ordinance.

17. Landscape concept.

A complete landscape plan for the overall development shall be prepared in accordance with the city's landscape ordinance and submitted to and approved by the Planning Commission. Landscaping shall extend along the entire site frontage on Rockaway Road and shall include a combination of berms and plant material to provide a permanent vegetative buffer. The berms must be a minimum of four (4) feet in height with 4:1 slopes. All landscaped areas shall include an underground irrigation system with a programmable timer.

18. Stormwater detention.

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.

19. Delineation of floodplain.

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, except for a black vinyl-coated chain link fence not to exceed 6' in height, which the Developer may, at its sole option, construct on the property line separating the Developer's property from the property to be deeded to the city as greenbelt.

20. Rental of individual units.

The Applicant shall establish deed covenants for the condominium units that shall limit rental units to no more than 20 percent of the total number of condominium units within the 17.431-acre and the 6.329-acre tracts. The covenants shall provide for the strict enforcement of the limit on rental units within the condominium units, and the Developer shall establish the administrative structure for that enforcement prior to sale of the first dwelling unit in the subdivision. All other units within the community will be rental units.

21. Impact fees.

The developer shall pay impact fees for each residential unit within the development as identified within the city's Impact Fee Ordinance. Impact fees for the entire development shall be due prior to approval of the final site plan.

22. Age-restriction.

At the Applicant's request, the Property and units constructed thereon shall be restricted to housing for older persons as defined in 42 U.S.C. § 3607. Said development shall be intended and operated for occupancy by persons 55 years of age or older, and at least 80 percent of the occupied units shall be occupied by at least one person who is 55 years of age or older. The City shall publish and adhere to policies and procedures that demonstrate the intent required under this provision. In addition, the Developer and its successors and assigns shall comply with rules issued by the Secretary of the United States Department of Housing and Urban Development for verification of occupancy, which shall: provide for verification by reliable surveys and affidavits; and include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of this Paragraph 22.

23. Monetary and land donations.

The Applicant shall donate money and land as identified during the City Council meeting of October 18, 2007, and as defined within the attached Development Agreement.

24. Development Agreement.

The 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. In the event of a conflict between the

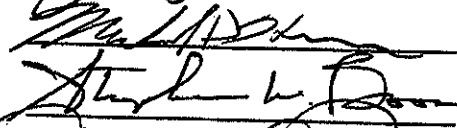
provisions of this ordinance and the terms of the Development Agreement, the most restrictive regulation shall apply.

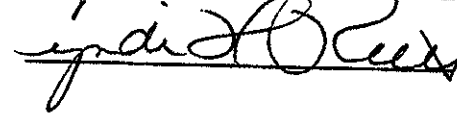
All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed in their entirety.

Done, Ratified and Passed this 18th day of October, 2007.

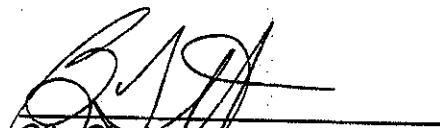

Harold K. Logsdon Mayor







Attest:


City Clerk

50' BUFFER
TO BE RETAINED
GREENBELT AREA

120,000 ± ACRES OUT
OF FLOOD PLAIN

PEDESTRIAN TUNNEL

50' BUFFER
TO BE RETAINED

GREENBELT AREA

MASTER PLAN — SOMERBY —

PEACHTREE CITY

OCTOBER 18TH, 2007

SCALE: 1"=100'-0"

DOMINION PARTNERS

E&A

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council
FROM: City Manager 
DATE: November 29, 2007
SUBJECT: Consider Resolution of Opposition to HR 900 GREAT Proposal Pertaining to Tax Information
December 6, 2007, Council Agenda

Recommendation:

Staff recommends that Council consider the attached resolution.

Discussion:

Georgia General Assembly by Speaker of the House Glen Richardson has introduced legislation to eliminate the current system of ad valorem taxes collected by local governments. House Resolution 900, known as the GREAT Plan (Georgia's Repeal of Every Ad-valorem Tax) would impose additional sales taxes that would be allocated by the state to local governments.

At the November 13 meeting, the Association of Fayette County Governments (AFCG) approved the attached resolution in opposition to the GREAT Plan, and requested that each jurisdiction formally adopt the resolution. If approved, AFCG Chair Larry Dell will coordinate signatures from all AFCG elected officials to attach to the resolution before it is forwarded to the State Legislature.

Budget Impact

This item has no budgetary impact.

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS OPPOSITION TO HOUSE RESOLUTION 900
PROPOSAL IN THE GENERAL ASSEMBLY OF THE STATE OF GEORGIA,
PERTAINING TO TAX REFORMATION.

WHEREAS, the citizens of the City of Fayetteville, the City of Peachtree City, the Town of Tyrone, the Town of Woolsey, the Town of Brooks, Fayette County and the Fayette County School System have duly elected local government officials representing their interests with respect to local revenues and services; and

WHEREAS, the elected local government officials of the local governing bodies listed above meet regularly and work collectively as the Association of Fayette County Governments; and

WHEREAS, Speaker Glenn Richardson of the Georgia House of Representatives has proposed the GREAT Plan, which stands for *Georgia's Repeal of Every Ad Valorem Tax*; and

WHEREAS, the plan would eliminate the current system of ad valorem taxation for local government maintenance and operations and would replace this system with an expansion of the sales tax base to include most goods and services that are not currently taxed, resulting in a sales tax on these goods and services in Fayette County; and

WHEREAS, if approved, the plan would remove local revenue and funding decisions from the hands of local citizens and local elected officials and would provide for the revenues from the sales tax on currently un-taxable goods and services to be distributed by state politicians through a formula which has yet to be determined and which could change annually, and if approved the plan would result in a tax increase on low. middle income families and seniors; and

WHEREAS, if approved, the plan would place a tax and expenditure limitation on the cities, county and school board, limiting expenditure increases to a CPI and population increase, regardless of community needs or citizen desires; and

WHEREAS, if approved, the plan would require local elected officials to petition for additional funds from members of the General Assembly, most of whom do not represent citizens of Fayette County, in the event of an emergency or other need the cost of which exceeds the state's allowable growth in expenditures; and

WHEREAS, if approved, the plan would financially punish cities, counties and schools systems in which there was commercial growth by limiting expenditures in a way that does not account for economic growth, thus making it cost-prohibitive to provide services to support the commercial growth, creating a disincentive for local governments to attract economic development and jobs; and

WHEREAS, if approved, the plan's virtual elimination of property taxes will further hinder economic development and job growth by negatively impacting the state's AAA bond rating and similarly favorable local government bond ratings, which currently attract investors and businesses to the state; and

WHEREAS, if approved, such a plan would negatively impact the cities', county's and school district's ability to provide safe and adequate water and sewer, roads, school facilities, school buses, jails, courts, police and fire services and other services important to a high quality of life; and

WHEREAS, if approved, the plan would unfairly and unjustly subsidize other communities in the state through the redistribution of sales tax dollars generated in Fayette County as a result of critical investments made by the governing entities of Fayette County on behalf of the citizens of Fayette County; and

WHEREAS, if approved, the citizens of the cities of Fayette County, as well as unincorporated residents of Fayette County, would likely see a tax increase which will include the increase of sales tax rates as well as the extension of the sales tax to include professional services and other everyday services, as well as an increase in federal income taxes due to the loss of the federal income tax deduction for property taxes and a loss of tax savings from local homestead exemptions, without receiving any direct benefit in return.

NOW THEREFORE BE IT RESOLVED that the members of the Association of Fayette County Governments do hereby adopt this resolution in opposition to any proposed State Tax plan that violates the principle of home rule, reduces local flexibility and funding sources and intrudes on the ability of the local governments to set fiscal policy and serve the citizen needs whom they represent.

BE IT FURTHER RESOLVED that the plan will be particularly unfair and injurious to the citizens of Fayette County because the plan, if approved, will result in a state-imposed state and federal tax increase without offering any benefits in return to our citizens.

BE IT FURTHER RESOLVED that the plan will create economic development disincentives that will stunt job growth in Fayette County and throughout the state.

BE IT FURTHER RESOLVED that the Association of Fayette County Governments hereby voices its opposition to the GREAT Plan and urges legislators to show their support for the citizens and businesses of Fayette County and the rest of this State by ensuring that the plan does not pass.

SO DONE, this the ____ day of _____, 2007

ATTEST:

Betsy Tyler, Acting City Clerk

Harold Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *Benjamin M. Muller*
Financial Services Director *R. S. [Signature]*
Public Services Director *Kim [Signature]*
Administrative Services Director/City Clerk *[Signature]*

FROM: Human Resources Manager *[Signature]*

DATE: November 29, 2007

SUBJECT: Consider Position Reclassification – Facilities Maintenance Manager
December 6, 2007, City Council Meeting

Recommendation:

That Council approve the reclassification of the Facilities Maintenance Manager position from grade 79 to grade 81 and the corresponding salary increase of 10% for the employee currently holding that position, effective January 1, 2008.

Discussion:

As part of the FY 2008 Budget, Council approved the new position of Facilities Maintenance Assistant. Establishing the job description and pay scale for this new position also changed the job description of the current Facilities Maintenance Manager to include supervisory responsibility. The City's Pay Plan consultant, The Mercer Group, also discovered some mis-factored elements in the existing position as it has evolved over the years.

The Mercer Group analysis indicates that the Facilities Maintenance Manager position should be reclassified from a Grade 79 (salary range of \$40,400 - \$65,056) to a Grade 81 (salary range of \$44,594 - \$71,811).

Historically, when the City has reclassified a filled position, the employee has received a 5% salary increase for each Grade that the position increases. In this case, staff is requesting a 10% salary increase to reflect the two-grade increase for the classification.

Budget Impact:

This will increase the salary line item for this position by approximately \$5,066 in FY 2008, with funding through 2008 department vacancies.